EL PASO INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES, EL PASO INDEPENDENT SCHOOL DISTRICT
BOARD BRIEFING
OCTOBER 12, 2026
5:00 PM
EPISD Administration Building (1014 North Stanton Street, El Paso, Texas, 79902)

Videoconference Notice:

A quorum of the Board of Trustees will be physically present at the EPISD Administration Building (1014 North Stanton Street, El Paso, Texas, 79902), and it is the intent to have a quorum of the Board present at that location. Pursuant to Texas Government Code 551.127, if a quorum of the Board is physically present at the designated location, other Trustees may attend and participate in this meeting via videoconference.

Announcement of Meeting/Agenda
As Directed under the Provisions of the
Texas Open Meetings Act,
Texas Government Code, Chapter 551

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Board of Trustees will conduct a closed meeting in accordance with the Texas Open Meetings Act, Texas Government Code Section 551 Subchapters D and E, or Texas Government Code 418.183 (f). Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting.

Subject of Meeting

1. CALL TO ORDER

2. PLEDGES OF ALLEGIANCE

3. MOMENT OF SILENCE

4. PUBLIC MEETING (October 20, 2026, Proposed Public Meeting Presentation)

A. Public Meeting to Discuss the District's Rating Under the Schools Financial Integrity Rating System of Texas (FIRST) Report
(To conduct a public hearing on the District's annual financial management report and Schools FIRST rating in accordance with 19 Texas Administrative Code §109.1001, Subchapter AA, Commissioner's Rules Concerning Financial Accountability)

5. ACTION ITEMS (October 20, 2026, Proposed Board Meeting Action Items)

A. Discuss and Take Appropriate Action on Budget Amendment to Allocate Funds for Costs Associated with Guidance and Counseling, Student Transportation, Facilities, Maintenance and Construction, Security and Monitoring, and Instructional Staff Development (General Operating Fund - $253,132.00)
(Amendment will provide adequate funding for District operations)

B. Discuss and Take Appropriate Action on Declaring Property Surplus Not Needed for Educational Purposes, and Adoption of a Resolution Declaring Real Property as Surplus and Authorizing the Sale, Exchange or Lease of Surplus Real Property (Including Any Improvements) Described as HS-5 Parcel, Sean Haggerty Dr. and Loma Real Avenue, Consisting of Approximately 50 Acres
(To execute a real estate strategy that identifies surplus properties that can be sold in accordance with the law and District policy, including Board Policy CDB - Legal and Local)

C. Discuss and Take Appropriate Action on Development of Proposed El Paso Independent School District Legislative Priorities for the 90th Texas Legislative Session
(To obtain feedback on the District's priorities for the upcoming 90th Texas Legislative Session)

6. CONSENT AGENDA (October 20, 2026, Proposed Board Meeting Consent Agenda)

(Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a Consent Agenda listing several items for approval of the Board by a single motion. Documentation concerning these items has been provided to all Board members and the public in advance to assure an extensive and thorough review.)

A. Board Related Items

1. Approval of September 15, 2026, Regular Board of Trustees Meeting Minutes

2. Adoption of Proposed Revisions to Board Operating Procedures Handbook
(To update the Board Operating Procedures Handbook to reflect the implementation of Board Briefings, new Strategic Levers, and new Continuing Education requirements)

B. Academics Items

1. Adoption of Proposed Revisions to Board Policy EHBB (Local): Special Programs, Gifted and Talented Students
(To align policy language with recommendations in TASB Update 127)

2. Approval of 2026-2027 Elementary, Middle, and High School Library Materials for October 2026
(To comply with requirements under Senate Bill 13)

3. Approval of Expenditures to Purchase Online Curriculum Platform, Licenses, Practice Tests, and Exams, from Certiport, a Business of NCS Pearson, Inc., Utilizing El Paso Independent School District RFP #25-004, Career and Technical Education (CTE) Materials, Services, and Related (Budgeted General Operating Funds - $177,869.00)
(To assist students enrolled in CTE courses in obtaining Industry Based Certifications)

4. Approval of Production/Licensing Contracts for Music Theatre International for Musical Performances at El Paso High School, Chapin High School, and District Summer Musical Production (Budgeted General Operating, Federal, and Campus Activity Funds - $7,678.50)
(To support Districtwide musical productions, which combine students from all facets of Fine Arts, to include Art, Theatre, Dance, Choir, Orchestra, and Band in community performances)

C. Financial Services Items

1. Approval of Proposed Revisions to Board Policy CAA (Local): Fiscal Management Goals and Objectives, Financial Ethics
(To align policy language with recommendations in TASB Update 127)

2. Approval of Proposed Revisions to Board Policy CH (Local): Purchasing and Acquisition
(To provide increased operational efficiency in purchasing operations)

3. Adoption of Proposed Revisions to Board Policy CV (Local): Facilities Construction
(To provide increased operational efficiency in construction-related purchasing operations)

D. Human Resources Items

1. Adoption of Proposed Revisions to Board Policy DNB (Local): Performance Appraisal, Evaluation of Campus Administrators
(To revise policy language to align with TASB model policy language)

2. Approval of Revisions to 2026-2027 Miscellaneous Pay Rates Listing
(To provide compensation to EPISD employees)

E. School Leadership Items

1. Adoption and Proposed Revisions to Board Policy FFF (Local): Student Welfare, Student Safety
(To align policy language with recommendations in TASB Update 127)

2. Approval of Interlocal Agreement for the Establishment and Operation of the El Paso County Juvenile Justice Alternative Education Program, Pursuant to Chapter 37 of the Texas Education Code, between El

Paso, Ysleta, Anthony, Canutillo, Socorro, Fabens, San Elizario, Tornillo, and Clint Independent School Districts and El Paso County Juvenile Board and Approval of Associated Student Code of Conduct for 2026-2027 School Year
(To comply with Chapter 37 of Texas Education Code which requires expulsion for certain disciplinary offenses)

3. Approval of Sole Source Purchase and Participating Group Master Agreement, Single School, between El Paso Independent School District and Winter Guard International, Inc., for Participation in Competition by Young Women's Academy Color Guard and Percussion Ensembles (Budgeted Campus Activity Funds - $890.00)
(To allow the Young Women's Academy's Percussion and Winter Guard to participate in competition)

4. Approval to Award Observation Feedback and Curriculum Coaching for Principals, RFP #27-017 (Administration Recommendation: PENDING) (Utilizing Budgeted Grant, Federal, and General Operating Funds)
(To partner with a TEA-approved technical assistance provider for instructional coaching and strategic adoption and implementation of high-quality instructional materials)

F. Operations Items

1. Approval of Memorandum of Understanding between City of El Paso, El Paso Police Department, and El Paso Independent School District for Off-Duty City of El Paso, El Paso Police Department Police Officers to Provide Law Enforcement Duties at El Paso Independent School District Schools
(To provide qualified, commissioned School Resource Officers at EPISD campuses in accordance with Texas Education Code Chapter 37, Subchapter C, and enhance campus safety and security)

2. Approval of First Amendment to Vendor Contract for Goods and Services between Transfinder Corporation and El Paso Independent School District, Utilizing 1GPA Contract #23-17PV-04, Transportation, Routing, Planning, and Management Software (General Operating Funds - $43,871.11)
(To continuously improve and transform the District's transportation services to better meet the needs of students and elevate the overall experience)

3. Approval of Food and Nutrition Services (FNS) Software Point of Sale System, RFP #26-027 (Administration Recommendation: Cybersoft Technologies, Inc.) (Budgeted Federal Food and Nutrition Funds - $252,958.00)
(To replace the current outdated point of sale (POS) system used by the Food and Nutrition Services Department)

4. Award of Coldwell Elevator Rehabilitation, Project No. 27.664B, Utilizing Region 19 Allied States Cooperative, RFP #24-7494, Job Order Contracting & Facilities Construction Services, to Noble General Contractors, LLC (Budgeted Bond Fund - $127,286.00)
(To provide safe, reliable, and accessible elevator service to the campus)

5. Approval to Award Bond Project Management Services, RFQ #27-005 (Administration Recommendation - AECOM Technical Services, Inc.; Broaddus & Associates; Procedeo, LLC; True North Consulting Group, LLC)
(To provide comprehensive management services for bond-funded projects, maintenance initiatives, and District-wide facility upgrades)

6. Approval of Mutual Aid Agreement between El Paso Independent School District-Police Services Department, El Paso County Juvenile Probation Department, and El Paso County Sheriff's Office
(To engage in an agreement for mutual aid assistance among the parties)

7. REPORTS

A. Monthly Financial Accountability Update
(To provide an update on the Full Time Equivalent (FTE) and Payroll Report)

B. Presentation on El Paso Independent School District's Cash Flow with Projections and Assumptions for 2026-2027 Fiscal Year
(To review the District's cash flow projections and assumptions)

C. Health Plan Update
(To provide an update on the financial and operational status of the District's self-funded health plan)

D. Report Regarding District Staffing Status and Personnel Placement Efforts
(To provide an update on District staffing and workforce planning efforts)

E. Teacher Incentive Allotment (TIA) Update
(The District is committed to implementing the Teacher Incentive Allotment system with fidelity, consistency, and transparency, while supporting teacher retention, recognizing instructional excellence, and strengthening its overall compensation strategy)

9. ADJOURNMENT

Superintendent

The district condemns and prohibits discrimination, including harassment, against any employee on the basis of race, color, age, sex, religion, national origin, marital status, citizenship, military status, disability, genetic information, gender stereotyping and perceived sexuality, perceived or actual sexual orientation, gender identity or gender expression, or any other basis prohibited by law. Inquiries concerning the application of Title VI, VII, and IX, and Section 504 may be referred to the District Compliance Officer, Rosa Ramos, at (915) 230-2031; 504 inquiries regarding students may be referred to Kelly Ball at (915) 230-2856.

EL PASO INDEPENDENT SCHOOL DISTRICT

MEETING DATE: OCTOBER 12, 2026
PUBLIC MEETING (OCTOBER 20, 2026, PROPOSED PUBLIC MEETING PRESENTATION)

Board of Trustees
Executive Summary of Board Agenda Item

TITLE:
Public Meeting to Discuss the District's Rating Under the Schools Financial Integrity Rating System of Texas (FIRST) Report

JUSTIFICATION STATEMENT:
To conduct a public hearing on the District's annual financial management report and Schools FIRST rating in accordance with 19 Texas Administrative Code §109.1001, Subchapter AA, Commissioner's Rules Concerning Financial Accountability

PURPOSE OF AGENDA ITEM: Informational/Report

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Law or Rule

STAFF RESPONSIBILE: David Bates, Deputy Superintendent Operations & Support Systems; Maria D. Alonso, Comptroller

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:
Strategic Lever IV: Culture of Accountability - El Paso ISD cultivates a culture of transparency, care, and service.

SUMMARY:
In accordance with Title 19 of the Texas Administrative Code, Chapter 109, Budgeting, Accounting, and Auditing Sub-chapter AA, Commissioner's Rules Concerning Financial Accounting Rating System, a public meeting to discuss the District's rating under the Schools Financial Integrity Rating System of Texas (FIRST) is required.

The Schools FIRST is a financial accountability system for Texas school districts developed by the Texas Education Agency (TEA) in response to Senate Bill 875 of the 76th Texas Legislature in 1999. The primary goal of the Schools FIRST is to achieve quality performance in the management of school districts' financial resources; a goal made more significant due to the complexity of accounting associated with the Texas School Finance System.

Administration will present a brief overview of the final report. The Board of Trustees will then conduct an open forum for citizen comments and/or questions.

ADMINISTRATIVE RECOMMENDATION/MOTION:

FUNDING SOURCE: ACCOUNT NO.:

FISCAL IMPACT AND COST:

IMPACT ON OTHER FUCTIONS/OPERATIONS:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:
FIRST 2026 Presentation
2026 Financial Integrity Rating System of Texas (FIRST) - Disclosures.pptx

October 12, 2026

EL PASO ISD
it starts with us

2025-2026 Financial Integrity Rating System of Texas (FIRST)

EPISD's Financial Accountability Rating Reporting

HISTORICAL RATINGS BASED ON 2024-2025 SCHOOL YEAR DATA

David Bates
Deputy Superintendent, Operations & Support Systems

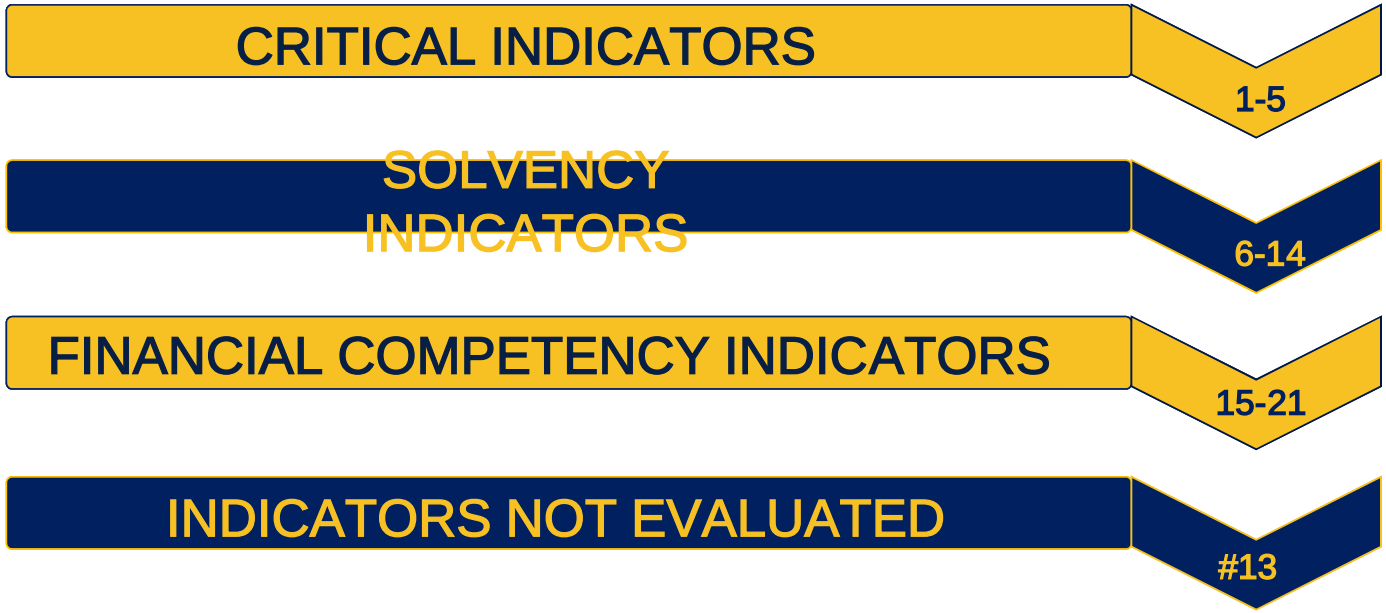
Maria D. Alonso, CPA, RTSBA
Comptroller, El Paso Independent School District

What is FIRST? FINANCIAL INTEGRITY RATING SYSTEM OF TEXAS

01	PURPOSE	FIRST aims to support schools in effectively managing their financial resources to maximize funding for direct instructional purposes.
02	DEVELOPED BY TEA IN 1999	Created to ensure accountability and transparency in the financial management practices of Texas public schools.
03	21 KEY INDICATORS	Ratings are based on 21 performance measures as established by the Commissioner of Education.
04	CURRENT STATUS	24th Year of reporting under the FIRST system.

FIRST RATING AT A GLANCE - 21 INDICATORS

2025-2026 School FIRST Categories



TEA FINANCIAL ACCOUNTABILITY RATING SYSTEM (FIRST)

2025-2026 Ratings Based on 2024-2025 School Year Data

CRITICAL INDICATORS

5 CRITICAL INDICATORS

# 1	Timely Filing of Audit	PASS
# 2	Auditor's Opinion	PASS
# 3	Timely Debt Payments	PASS
# 4	Timely Payment to Gov't Agencies	PASS
# 5	Statement of Net Position	PASS

SOLVENCY INDICATORS

8 SOLVENCY INDICATORS 6-14

#6	Fund Balance	PASS	#7	Cash on Hand	8	#8	Working Capital Ratio	6
#9	Revenue > Expenditure	10	#10	Budget to Actual	10	#11	Debt-to-Total Assets	10
#12	Ability to Pay Debt & Interest	8	#13	% Spent on Administration- Not Evaluated	10	#14	Student-to-Staff Ratio	10

COMPETENCY INDICATORS

7 COMPETENCY INDICATORS 15-21

#15 Measures biennial pupil projection: 5		
#16 Measures quality of financial data reported: PASS	#17 Measures material internal control Non-compliance: PASS	#18 Measures material non-compliance with grants: 10
#19 Measures financial transparency: 5	#20 District funding discussion with the Board: PASS	#21 Adjusted state revenue repayment schedule: PASS

Summary of Statewide Results

HOW TEXAS DISTRICTS WERE RATED

		%	TOTAL
A	Superior 90-100	81.53%	830
B	Above Standard 80-89	10.90%	111
C	Meets Standard 70-79	5.70%	58
F	Substandard <70 / critical failure	1.87%	19

HOW EPISD COMPARES

A look at EPISD's FIRST rating in comparison with local and Texas peer districts.

LOCAL SCHOOL DISTRICTS



EL PASO ISD

92 / 100

SUPERIOR ACHIEVEMENT

DISTRICT	RATING
Anthony ISD	A
Canutillo ISD	C
Clint ISD	A
El Paso ISD	A
Fabens ISD	C
San Elizario ISD	A
Socorro ISD	C
Tornillo ISD	A
Ysleta ISD	B

Public Comment

Concerning the

Financial Integrity Rating System of Texas (FIRST) Report

October 12, 2026

EL PASO ISD
it starts with us

2025-2026
Financial Integrity Rating System of Texas (FIRST)

Disclosures - Superintendent and Board of Trustees
2025-2026 RATINGS BASED ON 2024-2025 SCHOOL YEAR DATA

David Bates
Deputy Superintendent, Operations & Support Systems

Maria D. Alonso, CPA, RTSBA
Comptroller, El Paso Independent School District

DISCLOSURES

EXECUTIVE SUMMARY 2

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3. Outside Compensation and/or Fees Received by the Superintendent for Professional Consulting and/or Other Personal Services in Fiscal Year 2025 6
4. Gifts Received by the Executive Officer(s) and Board of Trustees (and First-Degree Relatives, if any) in Fiscal Year 2025 7
5. Business Transactions Between School District and Board of Trustees for Fiscal Year 2025 8
6. APPENDIX 9

DISCLOSURES

EXECUTIVE SUMMARY

Financial Integrity Rating System of Texas (FIRST)

We are pleased to announce that the El Paso Independent School District has received a "Superior Achievement" rating on the Financial Integrity Rating System of Texas, the State's highest fiscal accountability rating. It is an indication that our District is financially stable. The other available ratings are "Above Standard Achievement," "Standard Achievement," and "Substandard Achievement."

The FIRST is the result of legislative action (Senate Bill 875 of the 76th Texas Legislature in 1999) designed to require school districts to annually report to its governing body (the Board) and the public, information that the Commissioner of Education deems relevant. The Texas Legislature has given the Commissioner of Education, who is subject to the Governor, rulemaking authority to establish the information criteria to be included in the disclosure. The information is required to be disclosed at a public meeting of the Board. In addition, the law requires a public hearing that allows any taxpayer of the District to address the Board concerning the report.

The Commissioner's rules regarding FIRST are included in the Texas Administrative Code (TAC) Chapter 109 Subchapter AA.

The Texas Education Agency (TEA) and the Texas Association of School Business Officials (TASBO) have jointly developed a recommended presentation format that is used in this report.

The FIRST rating system includes twenty-one individual indicators.

Out of a possible 100 points, El Paso ISD scored 92 of 100.

The 2024-2025 (Fiscal Year 25) and 2023-2024 (Fiscal Year 24) District Status Detail is presented in the Appendix section of this report. The Status Detail reports indicate a history of a high ranking in the District's financial management. These reports are derived from the District's audited financial statements and other information submitted to TEA via the Public Education Information Management System, also known as PEIMS.

DISCLOSURES

Other disclosures required in the report are:

1. Superintendent employment contracts are posted to the District's website in lieu of this report.

2. Reimbursements received by the Superintendent and Board of Trustees for Fiscal Year 2025.

3. Outside compensation and/or fees received by the Superintendent for professional consulting and/or other personal services in the Fiscal Year 2025.

4. Gifts received by the executive officer(s) and Board of Trustees (and first-degree relatives, if any) in the Fiscal Year 2025.

5. Business transactions between the school district and Board of Trustees for the Fiscal Year 2025.

In summary, El Paso ISD has achieved the State's highest rating of "Superior Achievement" for 23 years and a rating of "Above Standard" for the 2017-2018 year.

Reporting requirements for the financial management report for School FIRST public hearing are found in **Title 19 Texas Administrative Code Chapter 109, Budgeting, Accounting, and Auditing, Subchapter AA, Commissioner's Rules Concerning Financial Accountability Rating System.** This rule describes requirements for the disclosures explained below that will be presented as appendices in the Schools FIRST financial management report.

DISCLOSURES

1. Superintendent Employment Contracts

The school district is to provide a copy of the Superintendent employment contract that is effective on the date of the School FIRST hearing in the calendar year 2026. In lieu of publication in the School FIRST financial management report, the school district may choose to publish the interim Superintendent's employment contract on the school district's Internet site. **If published on the Internet**, the contract is to remain accessible for twelve months.

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Superintendent Contract -

DISCLOSURES

2. Reimbursements Received by the Superintendent and Board Members for the Fiscal Year 2025.

For the Twelve-month Period Ended June 30, 2025	Superintendent	Interim Superintendent	Board Member	Board Member	Board Member	Board Member	Board Member	Board Member	Board Member	Board Member	Board Member
Description of Reimbursements	Diana Sayavedra (Through June 15, 2025)	Martha Aguirre (Term Started June 16, 2025)	Israel Irrobali (Term Ended May 2025)	Valerie Ganelon Beals	Isabel Hernandez (Term Ended May 2025)	Leah Hanany	Daniel E. Call	Alex Cuellar	Dr. Jack Loveridge	Robert Osterland (Term Started May 2025)	Mindy Sutton (Term Started May 2025)
Meals	$ 696.62	$ 0.00	$-	$-	$ 57.31	$-	$ 40.97	$ 134.62	$-	$-	$ 0.00
Lodging	6,374.73	-	-	913.92	1,302.05	-	304.64	913.92	913.92	-	-
Airfare	4,669.44	-	855.93	89.99	930.88	-	411.95	2,122.88	1,129.91	840.96	-
Transportation	198.74	-	-	-	-	-	83.84	121.66	-	-	-
Mileage	-	-	-	-	-	-	-	-	-	-	-
Registration	760.00	-	385.00	385.00	385.00	385.00	385.00	1,090.00	385.00	-	-
Car Rental	2,564.50	-	-	-	-	-	-	-	-	-	-
Fuel	-	-	-	-	-	-	-	-	-	-	-
Parking	1,142.06	-	44.00	-	-	-	-	-	-	-	-
Incidentals/Miscellaneous	22.00	-	-	-	80.00	-	-	-	-	-	-
Non-Travel Expenses	1,983.62	-	-	-	-	-	-	-	-	-	-
TOTAL	**$ 18,411.71**	**$ 0.00**	**$ 1,284.93**	**$ 1,388.91**	**$ 2,755.24**	**$ 385.00**	**$ 1,226.40**	**$ 4,383.08**	**$ 2,428.83**	**$ 840.96**	**$ 0.00**

Note – The spirit of the rule is to capture all "reimbursements" for fiscal year 2025, regardless of the manner of payment, including direct pay, credit card, cash, and purchase order. Reimbursements to be reported per category include:
Meals – Meals consumed off of the school district's premises and in-district meals at area restaurants (excludes catered meals for board meetings).
Lodging - Hotel charges.
Transportation - Airfare, car rental (can include fuel on rental), taxis, mileage reimbursements, leased cars, parking and tolls.
Motor fuel – Gasoline.
Other - Registration fees, telephone/cell phone, internet service, fax machine, and other reimbursements (or on behalf of) to the Superintendent and board member not defined above.

DISCLOSURES

3. Outside compensation and/or Fees Received by the Superintendent for Professional Consulting and/or personal services in the Fiscal Year 2025.

For the Twelve-month Period Ended June 30, 2025	Superintendent	Interim Superintendent
Name(s) of Entity(ies)	Diana Sayavedra	Martha Aguirre
TOTAL	**$ -**	**$ -**

Note – Compensation does not include business revenues from the Superintendent or Interim Superintendent's livestock or agricultural-based activities on a ranch or farm. Report gross amount received (do not deduct business expenses from gross revenues). Revenues generated from a family business that have no relationship to school district business are not to be disclosed.

DISCLOSURES

4. Gifts Received by the Executive Officer(s) and Board Members (and First-Degree Relatives, if any) in the Fiscal Year 2025.

For the Twelve-month Period Ended June 30, 2025	Superintendent	Interim Superintendent	Board Member	Board Member	Board Member	Board Member	Board Member	Board Member	Board Member	Board Member	Board Member
	Diana Sayavedra	Martha Aguirre	Israel Irrobali	Valerie Ganelon Beals	Isabel Hernandez	Leah Hanany	Daniel E. Call	Alex Cuellar	Dr. Jack Loveridge	Robert Osterland	Mindy Sutton
TOTAL	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Note – An executive officer is defined as the Superintendent unless the board of trustees or the district administration names additional staff under this classification. Gifts received by first-degree relatives, if any, will be reported under the applicable school official.

DISCLOSURES

5. Business Transactions Between School District and Board Members for the Fiscal Year 2025.

For the Twelve-month Period Ended June 30, 2025	Superintendent	Interim Superintendent	Board Member	Board Member	Board Member	Board Member	Board Member	Board Member	Board Member	Board Member	Board Member
	Diana Sayavedra	Martha Aguirre	Israel Irrobali	Valerie Ganelon Beals	Isabel Hernandez	Leah Hanany	Daniel E. Call	Alex Cuellar	Dr. Jack Loveridge	Robert Osterland	Mindy Sutton
TOTAL	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Note - The summary amounts reported under this disclosure are not to duplicate the items reported in the summary schedule of reimbursements received by board members.

2025-2026 Ratings Based on 2024-2025 Data

Financial Integrity Rating System of Texas

2025-2026 RATINGS BASED ON SCHOOL YEAR 2024-2025 DATA - DISTRICT STATUS DETAIL

Name: EL PASO ISD(071902)

Status: Passed

Rating: A = Superior Achievement

District Score: 92

Publication Level 1: 8/6/2026 3:21:50 PM

Publication Level 2: 8/7/2026 3:50:39 PM

Last Updated: 8/7/2026 3:50:39 PM

Passing Score: 70

#	Indicator Description	Updated	Score
1	Was the complete annual financial report (AFR) and data submitted to the TEA on or before February 27, 2026?	6/4/2026 6:18:41 PM	Yes
2	Was there an unmodified opinion in the AFR on the financial statements as a whole? (The American Institute of Certified Public Accountants (AICPA) defines unmodified opinion. The external independent auditor determines if there was an unmodified opinion.)	6/4/2026 6:18:41 PM	Yes
3	Was the school district in compliance with the payment terms of all debt agreements at fiscal year end? (If the school district was in default in a prior fiscal year, an exemption applies in following years if the school district is current on its forbearance or payment plan with the lender and the payments are made on schedule for the fiscal year being rated. Also exempted are technical defaults that are not related to monetary defaults. A technical default is a failure to uphold the terms of a debt covenant, contract, or master promissory note even though payments to the lender, trust, or sinking fund are current. A debt agreement is a legal agreement between a debtor (= person, company, etc. that owes money) and their creditors, which includes a plan for paying back the debt.)	6/4/2026 6:18:41 PM	Yes
4	Did the school district make timely payments to the Teachers Retirement System (TRS), Texas Workforce Commission (TWC), Internal Revenue Service (IRS), and other government agencies? (If the school district received a warrant hold and the warrant hold was not cleared within 30 days from the date the warrant hold was issued, the school district is considered to not have made timely payments and will fail critical indicator 4. If the school district was issued a warrant hold, the maximum points and highest rating that the school district may receive is 95 points, A = Superior Achievement, even if the issue surrounding the initial warrant hold was resolved and cleared within 30 days.)	6/4/2026 6:18:41 PM	Yes Ceiling Passed

2025-2026 Ratings Based on 2024-2025 Data

5	Was the total net position in the governmental activities column in the Statement of Net Position (net of accretion of interest and premiums for capital appreciation bonds, net pension liability, and other post-employment benefits) greater than zero? (If it is not, the maximum points and highest rating that the school district may receive is 79 points, C = Meets Standard Achievement, unless the school district has an increase of students in membership over 5 years of 7 percent or more or 1,000 or more students in membership. If the school district has an increase of students in membership over 5 years of 7 percent or more or 1,000 or more students in membership, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)	6/4/2026 6:18:41 PM	Ceiling Passed
6	Was the average change in (assigned and unassigned) fund balances over 3 years less than a 25 percent decrease or did the current year's assigned and unassigned fund balances exceed 75 days of operational expenditures? (If the school district fails indicator 6, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)	6/4/2026 6:18:41 PM	Ceiling Passed
7	Was the number of days of cash on hand and current investments in the general fund for the school district sufficient to cover operating expenditures (excluding facilities acquisition and construction)? See ranges below in the Determination of Points section.	6/4/2026 6:18:41 PM	8
8	Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt? See ranges below in the Determination of Points section.	6/4/2026 6:18:41 PM	6
9	Did the school district's general fund revenues equal or exceed expenditures (excluding facilities acquisition and construction)? If not, was the school district's number of days of cash on hand greater than or equal to 60 days? See ranges below in the Determination of Points section.	6/4/2026 6:18:41 PM	10
10	Did the school district average less than a 10 percent variance (90% to 110%) when comparing budgeted revenues to actual revenues for the last 3 fiscal years?	6/4/2026 6:18:41 PM	10
11	Was the ratio of long-term liabilities to total assets for the school district sufficient to support long-term solvency? (If the school district's increase of students in membership over 5 years was 7 percent or more or 1,000 or more students in membership, then the school district passes this indicator.)	6/4/2026 6:18:41 PM	10
12	What is the correlation between future debt requirements and the district's assessed property value?	6/4/2026 6:18:41 PM	8
13	This indicator is not being evaluated.		10
14	Did the school district not have a 15 percent decline in the students to staff ratio over 3 years (total enrollment to total staff)? If the student enrollment did not decrease, the school district will automatically pass this indicator.	6/4/2026 6:18:41 PM	10

2025-2026 Ratings Based on 2024-2025 Data

15	Was the school district's actual average daily attendance (ADA) within the allotted range of the district's biennial ADA projection submitted to TEA by the school district? If the school district did not submit ADA projections to TEA, it must certify TEA's projections to pass this indicator. See ranges below in the Determination of Points section.	6/4/2026 6:18:41 PM	5
16	Did the comparison of Public Education Information Management System (PEIMS) data to like information in the school district's AFR result in a total variance of less than 3 percent of all expenditures by function? (If the school district fails indicator 16, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)	6/4/2026 6:18:41 PM	Ceiling Passed
17	Did the external independent auditor report that the AFR was free of any instance(s) of material weaknesses in internal controls over financial reporting and compliance for local, state, or federal funds and free from substantial doubt about the school district's ability to continue as a going concern? (The AICPA defines material weakness.) (If the school district fails indicator 17, the maximum points and highest rating that the school district may receive is 79 points, C = Meets Standard Achievement.)	6/4/2026 6:18:41 PM	Ceiling Passed
18	Did the external independent auditor indicate the AFR was free of any instance(s) of material noncompliance for grants, contracts, and laws related to local, state, or federal funds? (The AICPA defines material noncompliance.)	6/4/2026 6:18:41 PM	10
19	Did the school district post the required financial information on its website in accordance with Government Code, Local Government Code, Texas Education Code, Texas Administrative Code and other statutes, laws and rules that were in effect at the school district's fiscal year end?	6/4/2026 6:18:41 PM	5
20	Did the school district's administration and school board members discuss any changes and/or impact to local, state, and federal funding at a board meeting within 120 days before the district adopted its budget?	6/4/2026 6:18:41 PM	Ceiling Passed
21	Did the school district receive an adjusted repayment schedule for more than one fiscal year for an over-allocation of Foundation School Program (FSP) funds because of a financial hardship?	6/4/2026 6:18:41 PM	Ceiling Passed
			92 Weighted Sum
			1 Multiplier Sum
			(100 Ceiling)
			92 Score

DETERMINATION OF RATING

A. Did the school district fail any of the critical indicators 1, 2, 3, or 4? If so, the school district's rating is **F for Substandard Achievement** regardless of points earned.

B. Determine the rating by the applicable number of points.

A = Superior Achievement	90-100
B = Above Standard Achievement	80-89
C = Meets Standard Achievement	70-79
F = Substandard Achievement	<70

No Rating = A school district receiving territory that annexes with a school district ordered by the commissioner under TEC 13.054, or consolidation under Subchapter H, Chapter 41. No rating will be issued for the school district receiving territory until the third year after the annexation/consolidation.

The school district receives an **F** if it scores below the minimum passing score, if it failed any critical indicator 1, 2, 3, or 4, if the AFR or the data were not both complete, or if either the AFR or the data were not submitted on time for FIRST analysis.

2024-2025 Ratings Based on 2023-2024 Data

Financial Integrity Rating System of Texas

2024-2025 RATINGS BASED ON SCHOOL YEAR 2023-2024 DATA - DISTRICT STATUS DETAIL

Name: EL PASO ISD(071902)	**Publication Level 1:** 8/8/2025 12:54:09 PM
Status: Passed	**Publication Level 2:** 8/8/2025 4:49:42 PM
Rating: A = Superior Achievement	**Last Updated:** 8/8/2025 4:49:42 PM
District Score: 94	**Passing Score:** 70

#	Indicator Description	Updated	Score
1	Was the complete annual financial report (AFR) and data submitted to the TEA within 30 days of the November 27 or January 28 deadline depending on the school district's fiscal year end date of June 30 or August 31, respectively?	4/23/2025 6:09:49 PM	Yes
2	Was there an unmodified opinion in the AFR on the financial statements as a whole? (The American Institute of Certified Public Accountants (AICPA) defines unmodified opinion. The external independent auditor determines if there was an unmodified opinion.)	4/23/2025 6:09:49 PM	Yes
3	Was the school district in compliance with the payment terms of all debt agreements at fiscal year end? (If the school district was in default in a prior fiscal year, an exemption applies in following years if the school district is current on its forbearance or payment plan with the lender and the payments are made on schedule for the fiscal year being rated. Also exempted are technical defaults that are not related to monetary defaults. A technical default is a failure to uphold the terms of a debt covenant, contract, or master promissory note even though payments to the lender, trust, or sinking fund are current. A debt agreement is a legal agreement between a debtor (= person, company, etc. that owes money) and their creditors, which includes a plan for paying back the debt.)	4/23/2025 6:09:49 PM	Yes
4	Did the school district make timely payments to the Teachers Retirement System (TRS), Texas Workforce Commission (TWC), Internal Revenue Service (IRS), and other government agencies? (If the school district received a warrant hold and the warrant hold was not cleared within 30 days from the date the warrant hold was issued, the school district is considered to not have made timely payments and will fail critical indicator 4. If the school district was issued a warrant hold, the maximum points and highest rating that the school district may receive is 95 points, A = Superior Achievement, even if the issue surrounding the initial warrant hold was resolved and cleared within 30 days.)	4/23/2025 6:09:49 PM	Yes Ceiling Passed
			1 Multiplier Sum

2024-2025 Ratings Based on 2023-2024 Data

5	Was the total net position in the governmental activities column in the Statement of Net Position (net of accretion of interest for capital appreciation bonds, net pension liability, and other post-employment benefits) greater than zero? (If it is not, the maximum points and highest rating that the school district may receive is 79 points, C = Meets Standard Achievement, unless the school district has an increase of students in membership over 5 years of 7 percent or more or 1,000 or more students in membership. If the school district has an increase of students in membership over 5 years of 7 percent or more or 1,000 or more students in membership, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)	4/23/2025 6:09:49 PM	Ceiling Passed
6	Was the average change in (assigned and unassigned) fund balances over 3 years less than a 25 percent decrease or did the current year's assigned and unassigned fund balances exceed 75 days of operational expenditures? (If the school district fails indicator 6, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)	4/23/2025 6:09:49 PM	Ceiling Passed
7	Was the number of days of cash on hand and current investments in the general fund for the school district sufficient to cover operating expenditures (excluding facilities acquisition and construction)? See ranges below in the Determination of Points section.	4/23/2025 6:09:49 PM	10
8	Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt? See ranges below in the Determination of Points section.	4/23/2025 6:09:49 PM	6
9	Did the school district's general fund revenues equal or exceed expenditures (excluding facilities acquisition and construction)? If not, was the school district's number of days of cash on hand greater than or equal to 60 days? See ranges below in the Determination of Points section.	4/23/2025 6:09:49 PM	10
10	This indicator is not being evaluated.		10
11	Was the ratio of long-term liabilities to total assets for the school district sufficient to support long-term solvency? (If the school district's increase of students in membership over 5 years was 7 percent or more or 1,000 or more students in membership, then the school district passes this indicator.)	4/23/2025 6:09:49 PM	10
12	What is the correlation between future debt requirements and the district's assessed property value?	4/23/2025 6:09:49 PM	8
13	Was the school district's administrative cost ratio equal to or less than the threshold ratio? See ranges below in the Determination of Points section.	4/23/2025 6:09:49 PM	10
14	Did the school district not have a 15 percent decline in the students to staff ratio over 3 years (total enrollment to total staff)? If the student enrollment did not decrease, the school district will automatically pass this indicator.	4/23/2025 6:09:49 PM	10

2024-2025 Ratings Based on 2023-2024 Data

15	Was the school district's ADA within the allotted range of the district's biennial pupil projection(s) submitted to TEA? If the district did not submit pupil projections to TEA, did it certify TEA's projections? See ranges below in the Determination of Points section.	4/23/2025 6:09:49 PM	5
16	Did the comparison of Public Education Information Management System (PEIMS) data to like information in the school district's AFR result in a total variance of less than 3 percent of all expenditures by function? (If the school district fails indicator 16, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)	4/23/2025 6:09:49 PM	Ceiling Passed
17	Did the external independent auditor report that the AFR was free of any instance(s) of material weaknesses in internal controls over financial reporting and compliance for local, state, or federal funds and free from substantial doubt about the school district's ability to continue as a going concern? (The AICPA defines material weakness.) (If the school district fails indicator 17, the maximum points and highest rating that the school district may receive is 79 points, C = Meets Standard Achievement.)	4/23/2025 6:09:49 PM	Ceiling Passed
18	Did the external independent auditor indicate the AFR was free of any instance(s) of material noncompliance for grants, contracts, and laws related to local, state, or federal funds? (The AICPA defines material noncompliance.)	4/23/2025 6:09:49 PM	10
19	Did the school district post the required financial information on its website in accordance with Government Code, Local Government Code, Texas Education Code, Texas Administrative Code and other statutes, laws and rules that were in effect at the school district's fiscal year end?	4/23/2025 6:09:49 PM	5
20	Did the school district's administration and school board members discuss any changes and/or impact to local, state, and federal funding at a board meeting within 120 days before the district adopted its budget?	4/23/2025 6:09:49 PM	Ceiling Passed
21	Did the school district receive an adjusted repayment schedule for more than one fiscal year for an over-allocation of Foundation School Program (FSP) funds because of a financial hardship?	4/23/2025 6:09:49 PM	Ceiling Passed
			94 Weighted Sum
			1 Multiplier Sum
			(100 Ceiling)
			94 Score

DETERMINATION OF RATING

A.	Did the school district fail any of the critical indicators 1, 2, 3, or 4? If so, the school district's rating is **F for Substandard Achievement** regardless of points earned.	
B.	Determine the rating by the applicable number of points.	
	A = Superior Achievement	90-100
	B = Above Standard Achievement	80-89
	C = Meets Standard Achievement	70-79
	F = Substandard Achievement	<70

No Rating = A school district receiving territory that annexes with a school district ordered by the commissioner under TEC 13.054, or consolidation under Subchapter H, Chapter 41. No rating will be issued for the school district receiving territory until the third year after the annexation/consolidation.

The school district receives an **F** if it scores below the minimum passing score, if it failed any critical indicator 1, 2, 3, or 4, if the AFR or the data were not both complete, or if either the AFR or the data were not submitted on time for FIRST analysis.

EL PASO INDEPENDENT SCHOOL DISTRICT

MEETING DATE: OCTOBER 12, 2026
ACTION ITEMS (OCTOBER 20, 2026, PROPOSED BOARD MEETING ACTION ITEMS)

Board of Trustees
Executive Summary of Board Agenda Item

TITLE:
Discuss and Take Appropriate Action on Budget Amendment to Allocate Funds for Costs Associated with Guidance and Counseling, Student Transportation, Facilities, Maintenance and Construction, Security and Monitoring, and Instructional Staff Development (General Operating Fund - $253,132.00)

JUSTIFICATION STATEMENT:
Amendment will provide adequate funding for District operations

PURPOSE OF AGENDA ITEM: Action

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Legal/Local Policy

STAFF RESPONSIBILE: David Bates, Deputy Superintendent Operations & Support Systems; Maria Alonso, Comptroller

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:
Strategic Lever IV: Culture of Accountability - El Paso ISD cultivates a culture of transparency, care, and service.

SUMMARY:
Pursuant to Board Policy CE (Local) – Annual Operating Budget, the Board shall amend the budget when a change is made increasing any one of the functional spending categories or increasing revenue object accounts and other resources.

The budget amendment(s) presented reallocates funds to align with campus and department needs, ensuring the effective use of resources as noted below:

Operations & Support Systems

- Amendment is needed to reallocate remaining funds from the completed Bond Strategist contract to support identified District operational needs. Funds will be used for repairs to the Franklin High School scoreboard, update Police Department computers, relocation of a retired ambulance to Silva Magnet High School, Project Vida startup costs, the Servicefinder addition to Transfinder, and the Solar Investment Project, in the amount of $250,132.00 (Fund 199 – From Function 41 to Functions 31, 34, 51, 52, and 81).

Special Education: Support Services

- Amendment is needed to fund required Crisis Prevention Institute (CPI) participant workbooks for EPISD staff training. Without approval, staff may lack essential training resources, which could affect their participation, understanding of safety procedures, and effective implementation of CPI practices, in the amount of $2,500 (Fund 199 – From Function 21 to Function 13).

ADMINISTRATIVE RECOMMENDATION/MOTION:
It is recommended that the Board of Trustees approve the request to amend the budget for the 2026-2027 General Operating Fund in the amount of $253,132.00.

FUNDING SOURCE: Budgeted General Operating Funds **ACCOUNT NO.:** Various Accounts

FISCAL IMPACT AND COST:
$253,132.00

IMPACT ON OTHER FUCTIONS/OPERATIONS:

CONSEQUENCES OF NON-APPROVAL:
Program Objectives will not be met

IMPLEMENTATION TIMELINE:
Upon Approval

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:
Budget Amendment by Function for Campuses & Departments - 10.20.26 BOT MTG

Budget Amendment - Campuses and Departments - 10.20.26

TO/FROM	FUND	FUNCTION/CLASS OBJECT		AMOUNT	
FROM	**GENERAL OPERATING - FUND 199**				
		21 - INSTRUCTIONAL LEADERSHIP	$	2,500	
		41 - GENERAL ADMINISTRATION	$	250,632	
					$ 253,132
TO	**GENERAL OPERATING FUND - 199**				
		13 - CURRICULUM AND INSTRUCTIONAL STAFF DEVELOPMENT	$	2,500	
		31 - GUIDANCE, COUNSELING, EVALUATION	$	99,982	
		34 - STUDENT TRANSPORTATION	$	30,671	
		51 - FACILIITES, MAINTENANCE AND OPERATIONS	$	102,547	
		52 - SECURITY AND MONITORING SERVICES	$	7,400	
		81 - FACILITIES ACQUISITION AND CONSTRUCTION	$	10,032	
					$ 253,132
		FUND 199 - GENERAL OPERATING FUND	**$**	**253,132**	

BUDGET AMENDMENT BY LOCATION

Districtwide - 199	$	253,132
Total	**$**	**253,132**

BUDGET & EXTERNAL FINANCIAL MANAGEMENT

EL PASO ISD
It starts with us

BEFM Review

Analyst/Specialist | Asst. Director | Director

Date:

DEPARTMENT BUDGET AMENDMENT REQUEST

TO: Maria D. Alonso, Comptroller

FROM: David Bates 731 Office of Operations

DATE: 09/14/26 12:53 PM

SUBJECT: Budget Amendment Request for Fund 199

Pursuant to Board Policy CE (LOCAL) – Annual Operating Budget, the Board of Trustees, shall amend the budget when a change is made, increasing any one of the functional spending categories or increasing revenue object accounts and other resources.

I am requesting a transfer of funds between functions. I understand that this request will require approval by the Board of Trustees based on Board Policy CE (LOCAL).

Amount	From Account	To Account
$10,032.00	199.41.6219.731.99.100.731	199.81.6624.932.99.100.932
$7,400.00	199.41.6219.731.99.100.731	199.52.6395.901.99.289.901
$27,547.00	199.41.6219.731.99.100.731	199.51.6319.933.99.933.933
$99,982.00	199.41.6219.731.99.100.731	199.31.6299.841.99.100.841
$30,671.00	199.41.6219.731.99.100.731	199.34.6299.921.99.100.921
$75,000.00	199.41.6219.731.99.100.731	199.51.6219.932.99.455.932

Summary or Program

Reallocate remaining funds from the completed bond strategist contract to support identified District operational needs. Funds will be used for repairs to the Franklin High School scoreboard, updated Police Department computers, relocation of a retired ambulance to Silva Magnet Center, Project Vida startup costs, the Servicefinder addition to Transfinder, and the Solar Investment Project.

Justification (Reason for request, consequences of non-approval, etc.)

The bond strategist contract has been completed with funds remaining in the original Function 41 allocation. These unspent funds are available for reallocation to the appropriate functions to support identified District needs. The funds will be used by Facilities & Construction for repairs to the Franklin High School scoreboard; the Police Department for updated staff computers; Maintenance for relocation of a retired ambulance to Silva Magnet Center for student use; Project Vida startup costs for campuses; reimbursement of the Servicefinder software addition to Transfinder; and the work on the solar investment project.

Strategic Lever: II - STUDENT EXPERIENCE - El Paso ISD fosters learning experiences for students to thrive to include social, physical & mental health, Student Buy-in, and high-quality academic programs for all.

DIP Objective/Goal: NA

DI T Acknowledgement/Approval: 09/14/26

APPROVED BY: Bates, David _____ 09/14/26
(Appropriate Leadership) (Date)

BUDGET & EXTERNAL
FINANCIAL MANAGEMENT
EL PASO ISD
it starts with us

BEFM Review
Analyst/Specialist AP Asst. Director REC Director
Date: 9/14/26

DEPARTMENT BUDGET AMENDMENT REQUEST

TO: Maria D. Alonso, Comptroller MDA

FROM: Amanda Sanchez-Munoz – 850- Special Education: Support Services

DATE: 09/08/26 12:51 PM

SUBJECT: Budget Amendment Request for Fund 199

Pursuant to Board Policy CE (LOCAL) – Annual Operating Budget, the Board of Trustees, shall amend the budget when a change is made, increasing any one of the functional spending categories or increasing revenue object accounts and other resources.

I am requesting a transfer of funds between functions. I understand that this request will require approval by the Board of Trustees based on Board Policy CE (LOCAL).

Amount	From Account	To Account
$2,500.00	199.21.6411.850.23.211.850	199.13.6399.850.23.410.850

Summary or Program
The purchase of Crisis Prevention Institute (CPI) participant workbooks is required for EPISD staff participating in CPI training. The workbooks provide required training materials, reinforce key concepts and procedures, and serve as a reference resource for staff following training.

Justification (Reason for request, consequences of non-approval, etc.)
Amendment is needed to fund required Crisis Prevention Institute (CPI) participant workbooks for EPISD staff training. Without approval, staff may lack essential training resources, which could affect their participation, understanding of safety procedures, and effective implementation of CPI practices.

Strategic Lever: III - HIGH-QUALITY STAFF - El Paso ISD invests in high-quality staff

DIP Objective/Goal: N/A
DIT Acknowledgement/Approval: N/A

APPROVED BY: Reyes, Veronica (Appropriate Leadership) 09/11/26 (Date)

EL PASO INDEPENDENT SCHOOL DISTRICT

MEETING DATE: OCTOBER 12, 2026
ACTION ITEMS (OCTOBER 20, 2026, PROPOSED BOARD MEETING ACTION ITEMS)

Board of Trustees
Executive Summary of Board Agenda Item

TITLE:
Discuss and Take Appropriate Action on Declaring Property Surplus Not Needed for Educational Purposes, and Adoption of a Resolution Declaring Real Property as Surplus and Authorizing the Sale, Exchange or Lease of Surplus Real Property (Including Any Improvements) Described as HS-5 Parcel, Sean Haggerty Dr. and Loma Real Avenue, Consisting of Approximately 50 Acres

JUSTIFICATION STATEMENT:
To execute a real estate strategy that identifies surplus properties that can be sold in accordance with the law and District policy, including Board Policy CDB - Legal and Local

PURPOSE OF AGENDA ITEM: Action

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Legal/Local Policy

STAFF RESPONSIBILE: David Bates, Deputy Superintendent Operations & Support Systems; Joel Valencia, Senior Director Operations Services

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:
Strategic Lever IV: Culture of Accountability - El Paso ISD cultivates a culture of transparency, care, and service.

SUMMARY:
The property identified below has been vacated and is no longer needed for educational purposes. Therefore, Administration is recommending that the property be declared surplus and authorization be provided to proceed to implement the actions for the sale, exchange or lease of Portion of Section 19, Block 81, Township 1, T&P Railway Company Surveys, City of El Paso, El Paso County, Texas.

ADMINISTRATIVE RECOMMENDATION/MOTION:
It is recommended that the Board declare the real property as surplus and adopt the Resolution Declaring Real Property as Surplus and Authorizing the Sale, Exchange or Lease of Surplus Real Property (Including Any Improvements) Described as HS-5 Parcel, Sean Haggerty Dr. and Loma Real Avenue, consisting of approximately 50 acres, as presented.

FUNDING SOURCE: ACCOUNT NO.:

FISCAL IMPACT AND COST:

IMPACT ON OTHER FUCTIONS/OPERATIONS:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:
Upon Approval

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:
Signed_9.17.26 Resolution - Vacant property HS-5 2027-0087

THE BOARD OF TRUSTEES OF EL PASO INDEPENDENT SCHOOL DISTRICT

RESOLUTION DECLARING REAL PROPERTY AS SURPLUS AND AUTHORIZING SALE, EXCHANGE OR LEASE OF SURPLUS REAL PROPERTY (INCLUDING ANY IMPROVEMENTS)

WHEREAS, pursuant to Texas Education Code section 11.151, the Board of Trustees of the El Paso Independent School District ("District") is authorized to acquire and hold real and personal property.

WHEREAS, pursuant to Texas Education Code section 11.154, the Board of Trustees may, by resolution, authorize the sale of any property, other than minerals, held in trust for public school purposes;

WHEREAS, the District owns that certain real property known as HS-5 parcel, as further described in Exhibit A, attached hereto and fully incorporated herein ("the property");

WHEREAS, on this date, the Board of Trustees has determined that the property is not necessary to meet the current and foreseeable needs of the District for educational purposes;

WHEREAS, the Board of Trustees has determined that the surface only of the property should be sold, subject to approval of offer(s) by the Board of Trustees and satisfactory contract(s) for the property; and

WHEREAS, the Board of Trustees reserves its rights to consider the property for exchange or lease;

NOW THEREFORE BE IT

RESOLVED, that the findings and recitals in the preamble of this Resolution are hereby found to be true and correct and are hereby approved and adopted;

RESOLVED, that the Board of Trustees authorizes the Superintendent of Schools, or his/her designee, to take all action pursuant to the law and Board Policy CDB (Legal) and (Local);

RESOLVED, that the Board of Trustees authorizes the Superintendent of Schools, or his designee, to publish notice to the general public of the proposed sale, lease, or exchange of the property to prospective parties in accordance with §272.00l(a) of the Texas Local Government Code, to receive and open sealed bids, and to present said bids to the Board of Trustees;

RESOLVED, that the Board of Trustees is not obligated to accept any proposal or offer or to complete any sale, lease, or exchange; and

RESOLVED, that it is hereby found, determined and declared that sufficient written notice of the date, time, place and subject of the meeting of the Board of Trustees of the EI Paso Independent School District at which this Resolution was adopted was posted at a place convenient and readily accessible at all times to the general public for the time required by law preceding this meeting, as required by Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered and formally acted upon. The Board of Trustees further ratifies, approves and confirms such written notice and posting thereof.

SIGNED this _____day of ____2026.

By: _____
Leah Hanany, President, Board of Trustees

ATTEST:

_____
Alex Cuellar, Secretary, Board of Trustees

Approved to Form:

_____
Jesus M. Cuellar, EPISD General Counsel

Signed Monday, September 21, 2026

CERTIFICATE FOR RESOLUTION

I hereby certify that the foregoing Resolution was presented to the Board of Trustees of the El Paso Independent School District during a meeting on _____, 2026. A quorum of the Board of Trustees being then present, it was then duly moved and seconded that the Resolution be adopted, and such Resolution was then adopted according to the following vote:

Ayes:_____
Nays:_____
Abstentions: _____

To certify which, witness my hand and the official seal of the District this _____day of _____, 2026

_____
Leah Hanany
President of the Board of Trustees

THE STATE OF TEXAS §
§ ACKNOWLEDGMENT
COUNTY OF EL PASO §

BEFORE ME, a Notary Public, on this day personally appeared Leah Hanany, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon his oath stated that she/he is the President of the Board of Trustees of the El Paso Independent School District; that she/he was authorized to execute such instrument pursuant to action by the Board of Trustees on _____, 2026; and that said instrument is executed as the free and voluntary act and deed of such governmental unit for the purposes expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the_____day of_ ,2026.

_____
Notary Public, State of Texas

EXHIBIT A

Associated School	Address/Location	Approx. Acres	Parcel Legal Description
HS-5 Parcel	Intersection of Sean Haggerty Drive and Loma Real Avenue	50.7072 Acres	A Portion of Section 19. Block 81, Township 1, Texas & Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas

EL PASO INDEPENDENT SCHOOL DISTRICT

MEETING DATE: OCTOBER 12, 2026
ACTION ITEMS (OCTOBER 20, 2026, PROPOSED BOARD MEETING ACTION ITEMS)

Board of Trustees
Executive Summary of Board Agenda Item

TITLE:
Discuss and Take Appropriate Action on Development of Proposed El Paso Independent School District Legislative Priorities for the 90th Texas Legislative Session

JUSTIFICATION STATEMENT:
To obtain feedback on the District's priorities for the upcoming 90th Texas Legislative Session

PURPOSE OF AGENDA ITEM: Discussion

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Other

STAFF RESPONSIBILE: David Bates, Deputy Superintendent Operations and Support Systems

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:
Strategic Lever IV: Culture of Accountability - El Paso ISD cultivates a culture of transparency, care, and service.

SUMMARY:
The Texas Legislature meets in regular session every two years to consider laws, funding decisions, and policies that impact public education and school district operations across the State. The establishment of legislative priorities will provide a clear, unified direction for the District's communication and advocacy with State leaders during the upcoming legislative session.

Administration will present the proposed legislative priorities for the Board of Trustees to review and discuss in preparation for the 90th Texas Legislative Session.

ADMINISTRATIVE RECOMMENDATION/MOTION:

FUNDING SOURCE: ACCOUNT NO.:

FISCAL IMPACT AND COST:

IMPACT ON OTHER FUCTIONS/OPERATIONS:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:
90th Legislative Priority Ratings Totals Board Activity

EL PASO ISD
it starts with us

90th LEGISLATIVE PRIORITIES RATING

Allocate points across your top FIVE priorities. Leave the remaining priorities blank. Use each of the following values once on your top priorities: 15, 12, 10, 8 and 5.

PRIORITY	POINTS
Additional funding for aging facilities & deferred maintenance	
Alternative attendance & enrollment funding models for districts experiencing demographic shifts	
Cybersecurity & technology infrastructure funding	
Facilities funding & school safety allotment increases	
Funding for textbooks (non-mandated)	
Increase basic allotment	
Increased funding for emergent bilingual students	
Mitigation of declining enrollment impacts	
Principal & Assistant Principal Incentive Allotment (PIA) funding	
Reform & increase Special Education funding	
Review & reform A-F accountability ratings	
School district insurance cost mitigation	
SHARS Funding Protection & Hold Harmless recalculations	
Technology allotment	
Transportation allotment modernization to reflect current costs	

EL PASO INDEPENDENT SCHOOL DISTRICT

MEETING DATE: OCTOBER 12, 2026

 A.
  BOARD RELATED ITEMS

Board of Trustees
Executive Summary of Board Agenda Item

TITLE:
Approval of September 15, 2026, Regular Board of Trustees Meeting Minutes

JUSTIFICATION STATEMENT:

PURPOSE OF AGENDA ITEM: Action

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Legal/Local Policy

STAFF RESPONSIBILE: Dr. Brian Lusk, Superintendent

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:

SUMMARY:
The minutes for the September 15, 2026, Regular Board of Trustees Meeting are presented for approval.

ADMINISTRATIVE RECOMMENDATION/MOTION:
It is recommended that the Board approve the minutes of the September 15, 2026, Regular Board of Trustees Meeting, as written.

FUNDING SOURCE: ACCOUNT NO.:

FISCAL IMPACT AND COST:

IMPACT ON OTHER FUCTIONS/OPERATIONS:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:
Board Minutes 09.15.26 - Regular Board Meeting.pdf

MINUTES OF BOARD OF TRUSTEES MEETING
EL PASO INDEPENDENT SCHOOL DISTRICT
September 15, 2026
5:00 P.M.

Present: Ms. Leah Hanany, President
Dr. Jack Loveridge, Vice President
Mr. Alex Cuellar, Secretary[1]
Mr. Brian Kelley, Member
Mr. Robert Osterland, Member
Dr. Mathew Reza, Member
Ms. Mindy Sutton, Member
Dr. Brian Lusk, Superintendent

Others: Ms. Cezy Collins, General Counsel
Mr. Joshua Govea, Assistant General Counsel
Ms. Natalie Macias, Assistant General Counsel

1. Call to Order
The meeting was called to order at 5:01 p.m. by Board President Hanany.

2. Pledges of Allegiance
Board President Hanany led the Pledges of Allegiance.

3. Moment of Silence
A moment of silence was observed.

4. Recognitions

A. September 2026 Student Recognitions
The Board of Trustees recognized Hannah Carrillo, student at Coronado High School; Jillina Pomales, student at El Paso High School; and Anne-Sophie Gagnon, student at Franklin High School; for being designated as Outstanding Performers at the Texas State Solo and Ensemble competition.

B. September 2026 Campus Recognitions
The Board of Trustees recognized the District's A-Rated campuses: Bliss Elementary, Cielo Vista Elementary, Coldwell Elementary, Hawkins Elementary, Lundy Elementary, Hornedo Middle School, Wiggs Middle School, Burges High School, Franklin High School, Silva Magnet High School, Transmountain Early College, and Young Women's Academy; as well as Murphree PK-8 and Guillen Middle School, for improving from an F rating to a B rating.

5. Public Forum
The protocol to be observed during Public Forum was shared with the public in attendance. The following individuals requested to address the Board:

Renee Jimenez, President of MNK Architects, addressed the Board regarding item 6.H.6, sharing her concerns with the close ranking of the top ranked firms and requesting for the Board to consider interviewing the top ranked firms in order to award the bid to the most qualified.

Norma De La Rosa, President of El Paso Teachers Association, addressed the Board regarding item 8.I, sharing her concerns related to the risks associated with the use of artificial intelligence by students.

Scott Brown, District parent, addressed the Board regarding items 6.B.1 and 6.H.9, sharing his concerns with implementation of the bullying policy, as well as the proposed security film for exterior doors and windows.

[1] *Trustee Cuellar arrived to the meeting at 5:08 p.m. and departed at 8:25 p.m. He did not participate in Closed Session.*

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William Alex Brown, student at Hornedo Middle School, addressed the Board related to item 6.H.9, sharing his concerns on safety and the proposed security film for exterior doors and windows.

Yolanda Alaniz, Orchestra Teacher, addressed the Board regarding item 9.E, sharing her concerns related to District staffing and orchestra programs. She also emphasized the importance of a relationship between EPISD fine arts programs and the El Paso Symphony Orchestra.

6. Consent Agenda

It was moved by Trustee Cuellar, seconded by Trustee Sutton, and carried unanimously (7:0), that the Consent Agenda items be approved as listed, including all recommended vendors, for all amounts indicated, with the exception of items D.9, H.1, H.5, H.6, H.9, and H.11.

A. Board Related Items

1. Approval of August 6, 2026, Special Board Meeting Minutes
2. Approval of August 11, 2026, Regular Board of Trustees Meeting Minutes
3. Approval of September 1, 2026, Special Board Meeting Minutes
4. Approval of September 1, 2026, Finance Committee Meeting Minutes
5. Approval of September 1, 2026, Policy Committee Meeting Minutes
6. Approval of September 1, 2026, Academics Committee Meeting Minutes
7. Approval of September 3, 2026, Audit Committee Meeting Minutes

B. Academics Items

1. Approval of Proposed Revisions to Board Policy FFI (Local): Student Welfare, Freedom from Bullying
2. Approval of Memorandum of Understanding between El Paso Independent School District and Education Service Center Region 19, El Paso Community College, and the University of Texas at El Paso for College Preparatory Courses
3. Approval of Sole Source Purchase for Professional Development, Materials, and Services, from International Baccalaureate Organization and its Authorized International Baccalaureate Workshop Providers, in Support of IB Diploma Programme (Budgeted General Operating Funds - Not to Exceed $68,320.00)

C. Financial Services Items

1. Approval of Employee Conflict of Interest Report and Approval of Additional Employee Disclosure of Interest in a Business Entity Affidavits for 2026-2027 - the Board reviewed and approved the Fiscal Year 2026-2027 Employee Disclosure of Interest in a Business Entity affidavits, as presented.
2. 2026-2027 Annual Report on Management Fees Under Purchasing Contracts
3. Review of Annual Investment Report and Adoption of Investment Policy Review Resolution
4. Approval of Authorized Sellers of Investments and Providers of Investment Officer Training for Fiscal Year 2026-27
5. Approval of 2026-2027 Instructional Leadership Continuation Grant (Texas Education Agency - $125,000.00) - the Board pre-authorized Superintendent Brian Lusk to accept the Instructional Leadership Continuation Grant from the Texas Education Agency, in the amount of $125,000.00, to ensure that the District can maximize its implementation time and meet all grant deliverables and assurances.
6. Approval of FY 2026 COPS School Violence Prevention Program (SVPP) Grant (United States Department of Justice - Estimated $500,000.00 Grant Award with District Cost Match of $167,000.00) - the Board pre-authorized Superintendent Brian Lusk to accept the FY 2026 COPS School Violence Prevention Program Grant from the U.S. Department of Justice, in the amount of $500,000.00, with a District cost match of $167,000.00, to ensure that the District can maximize its implementation time and meet all grant deliverables and assurances.
7. Approval of FY 2026 COPS Hiring Program (United States Department of Justice – Estimated $625,000.00 Grant Award with a District Cost Match of $208,335.00) - the Board pre-authorized Superintendent Brian Lusk to accept the FY 2026 COPS Hiring Grant from the U.S. Department of Justice, in the amount of $625,000.00, with a District cost match of $208,335.00, to ensure that the District can maximize its implementation time and meet all grant deliverables and assurances.

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8. Approval of Expenditures to Purchase Radio Frequency Identification (RFID) Cards and Supplies from CI Solutions, Utilizing The Interlocal Purchasing System (TIPS) Contract #241102, Photo ID Systems (Budgeted General Operating Funds - $108,910.00)

D. Human Resources Items

1. Adoption of Proposed Revisions to Board Policy DC (Local): Employment Practices
2. Adoption of Proposed Revisions to Board Policy DH (Local): Employee Standards of Conduct
3. Adoption of Proposed Revisions to Board Policy DIA (Local): Employee Welfare, Freedom from Discrimination, Harassment, and Retaliation
4. Approval of Deletion of Board Policy DP (Local): Personnel Positions
5. Adoption of Board Policy DPA (Local): Personnel Positions, Principals
6. Adoption of Board Policy DPB (Local): Personnel Positions, Other Personnel Positions
7. Approval of Internship Affiliation Agreement between West Texas A & M University and El Paso Independent School District
8. Approval of Internship Affiliation Agreement between Southeast Missouri State University and El Paso Independent School District - the Board approved the Internship Affiliation Agreement between Southeast Missouri State University and El Paso Independent School District for the purpose of providing high-quality learning experiences for university student teachers and graduate level interns, for a term of five (5) years, as presented.

E. Internal Audit Items

1. 2025-2026 Internal Audit Annual Report to Board of Trustees

F. Legal Counsel Items

1. Approval of Amended Designation of District Non-Business Days for Purposes of Responding to Public Information Act Requests for Calendar Year 2026 - the Board approved the amended designation of the District's non-business days for the 2026 calendar year, for purposes of responding to Public Information Act requests, as presented.

G. School Leadership Items

1. Adoption of Proposed Revisions to Board Policy BQA (Local): Planning and Decision-Making Process, District Level
2. Approval of 2026-2027 District Improvement Plan and Campus Improvement Plan Performance Objectives
3. Approval of 2026-2027 Professional Learning Plan

H. Operations Items

2. Approval of Memorandum of Understanding between El Paso Independent School District and Amigo Airsho, Inc., for Use of Transportation Services (Budgeted Local Funds to be Reimbursed - $94,489.00)
3. Approval of 2026-2027 School Bus Safety Grant Program (Texas Education Agency - $486,000.00) - the Board pre-authorized Superintendent Brian Lusk to accept the School Bus Safety Grant in the amount of $486,000.00, from the Texas Education Agency, to ensure that the District can maximize its implementation time and meet all grant deliverables and assurances.
4. Approval of Expenditures to Purchase Student Furniture and Installation Services for Coronado High School Library from Virco, Inc., Utilizing OMNIA Partners Contract #R-TC-18004 (Prince William County Public Schools, VA), Educational, Classroom, Miscellaneous Support Furniture and Related Products and Services (Budgeted Bond Funds - $197,012.36)
7. Approval of Expenditures to Purchase Produce from Segovia's Distributing, Inc., Utilizing Region 19 Education Service Center Interlocal Agreement for USDA/TDA Products & Services, RFP #26-7571, Produce Delivery and Related Services (Budgeted Federal Funds - Not to Exceed $2,250,000.00) - the Board approved the expenditures to purchase produce from Segovia's Distributing, Inc., utilizing Region 19 Education Service Center Interlocal Agreement for USDA/TDA Products & Services, RFP #26-7571, Produce Delivery and Related Services, on an as-needed basis, in an amount not to exceed $2,250,000.00, for the period of October 1, 2026, through September 30, 2027.

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8. Approval to Award Food Nutrition Services Paper Goods, RFP #26-036 (Administration Recommendation: Brady Industries of New Mexico, LLC, a BradyPLUS Company; Central Poly-Bag Corp.; Ferrum Solutions LLC; Frosty House (LS West Distributions LLC); Interboro Packaging Corporation; MyECOPlanet, LLC; Southwestern Mill Distributors Inc.; TrueChoicePack Corp; and Unipak Corp.) (Budgeted Federal Food and Nutrition Funds - Not to Exceed $2,000,000.00) - the Board approved the award of Food Nutrition Services Paper Goods, RFP #26-036, to Brady Industries of New Mexico, LLC, a BradyPLUS Company; Central Poly-Bag Corp.; Ferrum Solutions LLC; Frosty House (LS West Distributions LLC); Interboro Packaging Corporation; MyECOPlanet, LLC; Southwestern Mill Distributors Inc.; TrueChoicePack Corp; and Unipak Corp., in an amount not to exceed $2,000,000.00, with the option to extend for two (2) years, one (1) year at a time.

10. Approval to Award Campus Secure Entry Region 3, Project No. 24.555B, CSP #26-033 (Administration Recommendation - G. Sandoval Construction, Inc.) (Budgeted SAFE Grant Funds - $1,226,140.00)

12. Approval of Final Acceptance of Work and Final Payment for Bowie High School Elevator Rehabilitation, Project No. 26.664, Utilizing the Job Order Contracting & Facilities Construction Services, State of Texas, ESC Region 19 Allied States Cooperative #24.7494, to Noble General Contractors LLC (Budgeted General Operating Funds - $6,314.80)

13. Approval of Change Order No. 2 for SECO Chiller Replacement CL425-Franklin 9th Grade and Moreno Elementary, Project No. 24.114, to Noble General Contractors, for a Non-Compensatory Time Extension of Sixty-Two (62) Calendar Days and No Additional Construction Administration Services to EMA Engineering & Consulting, Inc.

ITEMS REMOVED FROM CONSENT AGENDA FOR SEPARATE VOTE

6.D. Human Resources Items

9. Approval of Expenditures to Purchase Recruitment and Employment Services for Special Education Staffing from UI Holdings LLC, dba Unlimited Instruction LLC, Utilizing Austin Independent School District RFP #24RFP045, Comprehensive Educational Staffing Services (Budgeted Local Funds - Not to Exceed $2,630,320.00)

In response to inquiries by Trustee Sutton, Mr. David Bates, Deputy Superintendent of Operations and Support Services, reported on the purpose of these expenditures, which will assist in addressing hard-to-fill Special Education teacher and paraprofessional vacancies. Additionally, Mr. Bates reported that funding from vacant payroll allocations would be used for this purpose.

It was moved by Trustee Sutton, seconded by Trustee Kelley, and carried unanimously (7:0), that the Board approve the expenditures to purchase recruitment and employment services for Special Education staffing from UI Holdings LLC, dba Unlimited Instruction LLC, utilizing Austin Independent School District RFP #24RFP045, Comprehensive Educational Staffing Services, in an amount not to exceed $2,630,320.00, as presented.

6.H. Operations Items

1. Approval of Interlocal Cooperation Agreement between El Paso Independent School District and Education Service Center Region 19 Head Start Program

In response to inquiries by Trustee Sutton, Mr. Bates reported that the District is collaborating with Region 19 Head Start to repurpose recently closed Travis and Stanton campuses to provide early childhood services for children aged birth to two, creating an enrollment pipeline into the District's PreK 3 and PreK 4 programs. He stated that Head Start and the District would work together for recruitment and community outreach. Mr. Bates also reported that Head Start has grant funding available for facility renovations and the District's financial responsibility would consist of utility costs for the occupied spaces.

It was moved by Trustee Sutton, seconded by Trustee Cuellar, and carried unanimously (7:0), that the Board approve the Interlocal Cooperation Agreement between El Paso Independent School District and Education Service Center Region 19 Head Start Program, as presented.

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5. Approval of Expenditures to Purchase Chromebooks and Related Services for Districtwide Testing from Decision Tree, Inc., Utilizing Texas Department of Information Resources (DIR) Contract #DIR-CPO-5850 (Budgeted General Operating Funds - $468,011.00)

Mr. Bates reported that the purchase of Chromebooks is part of the District's student and teacher device refresh plan, which will be included in the proposed bond package. He explained that a lower cost Chromebook option has been identified, which would help replace devices that are lost, damaged, or have exceeded their expected life cycle.

It was moved by Trustee Loveridge, seconded by Trustee Sutton, and carried unanimously (7:0), that the Board approve the purchase of Chromebooks and related services for Districtwide testing from Decision Tree, Inc., utilizing the Texas Department of Information Resources (DIR) Contract #DIR-CPO-5850, in the amount $468,011.00.

6. Approval to Enter into Contract Negotiations to Award RFQ #27-001, Architectural/Engineering Design Services (Bliss Elementary) (Administration Recommendation: ASA Architects, P.C.)

In response to inquiries by Trustee Loveridge, Mr. Bates reported on the process of selecting the architectural firm for the design of the new Bliss Elementary campus. Mr. Mark Paz, Assistant Superintendent of Maintenance and Operations, explained that the highest ranked firm would be the first firm with which the District would begin negotiations. If negotiations are unsuccessful, the District would proceed to the second and third ranked firms. Mr. Paz clarified that an interview process is not part of the current selection process.

It was moved by Trustee Loveridge, seconded by Trustee Osterland, and carried unanimously (7:0), that the Board approve the award of Architectural/Engineering Design Services (Bliss Elementary), RFQ #27-001, to ASA Architects, P.C., and authorized administration to enter into contract negotiations for the qualified professional services covered in the scope of work; furthermore, should an agreement not be reached with ASA Architects, P.C., the Board authorize administration to terminate contract negotiations with ASA Architects, P.C., and proceed to negotiate with the next highest-ranked qualified firm and continue to do so until a contract is successfully executed.

9. Ratification of Expenditures to Purchase Additional Film for Exterior Doors and Windows from FSJ Tactical LLC, dba Safe Haven Defense, Utilizing Interlocal Purchasing System (TIPS) Contract #24020301, Fire, Firearm, and Active Shooter Safety and Security Solution (Budgeted TEA School Safety Standards Grant Funds - $271,262.08)

Mr. Bates explained that the window film is a State-mandated requirement, which was purchased utilizing Safety Grant funding. The film is intended to make the glass more resistant to shattering. In response to inquiries by Trustee Kelley, Mr. Bates explained that Safety Grant funds were used for this purchase in accordance with grant specifications.

It was moved by Trustee Sutton, seconded by Trustee Kelley, and carried unanimously (7:0), that the Board ratify the expenditures to purchase additional film for exterior doors and windows from FSJ Tactical LLC, dba Safe Haven Defense, utilizing Interlocal Purchasing System (TIPS) Contract #24020301, Fire, Firearm, and Active Shooter Safety and Security Solution, in the amount of $271,262.08.

11. Approval to Award On Call Electrical Consultant Services, RFQ #26-037 (Administration Recommendation - Bath Group, LLC, dba Bath Engineering, Bath Commissioning; DBR Engineering Consultants, Inc.; and EMA Engineering & Consulting, Inc.)

Mr. Bates clarified that this item is for on-call electrical services for the District and that expenditures occur only when services are needed and utilized.

It was moved by Trustee Sutton, seconded by Trustee Cuellar, and carried unanimously (7:0), that the Board approve the award of On Call Electrical Consultant Services, RFQ #26-037, to Bath Group, LLC, dba Bath Engineering, Bath Commissioning; DBR Engineering Consultants, Inc.; and EMA Engineering & Consulting, Inc., for a one (1) year term, with the option to extend for four (4) additional years, one (1) year at a time, and to authorize administration to enter into contract negotiations with the recommended vendors, on an as needed basis.

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7. PUBLIC MEETING

A. Public Meeting to Discuss the Certification of Compliance with Certain Laws under Texas Education Code Section 39.008, as Enacted by Senate Bill 12 (89th Texas Legislative Session)

Ms. Cezy Collins, General Counsel, reported on the annual Certification of Compliance with Texas Education Code Section 39.0888, as enacted by Senate Bill 12. The certification includes information on the District's compliance efforts, including policy changes, employee notification procedures, procurement related changes, website postings, vendor notifications, and updates to employee handbooks. Additionally, the certification requires the District to report whether implementation resulted in cost savings and whether the meeting notice was posted at least seven days in advance.

Board President Hanany announced that as a Public Meeting, members of the audience were able to provide public comment regarding the item. She then opened the floor for public speakers. There were no members of the audience wishing to provide comment.

In response to inquiries by Trustees, Ms. Collins reported that there were no associated cost savings for the District and that failure to approve and submit the certification would result in the District being out of compliance with TEA. Additionally, she stated that the certification is required to be submitted by September 30.

The Board addressed item 8.A prior to moving to the remainder of the agenda.

8. ACTION ITEMS

A. Discuss and Take Appropriate Action on Certification of Compliance with Certain Laws under Texas Education Code Section 39.008, as Enacted by Senate Bill 12 (89th Texas Legislative Session)

It was moved by Trustee Loveridge, seconded by Trustee Cuellar, and carried unanimously (7:0), that the Board approve the Certification, as presented, and authorize administration to submit the Board approved Certification through AskTED.

7. PUBLIC MEETING

B. Public Meeting to Discuss the 2026-27 District Proposed Tax Rates

Board President Hanany announced that as a Public Meeting, members of the audience were able to provide public comment regarding the item. She then opened the floor for public speakers. There were no members of the audience wishing to provide comment.

Mr. Bates presented the proposed 2026-2027 District tax rate, noting a decrease in the overall rate from $1.0807 to $1.0745 per $100 of taxable property value. He explained that the District proposes maintaining the Interest and Sinking (I&S) tax rate at $0.3108 while reducing the Maintenance and Operations (M&O) tax rate from $0.7699 to $0.7637. He explained that the M&O rate is determined through the State-mandated formula and is affected by property value changes and tax-rate compression. Mr. Walt Byers, Treasurer, provided detailed information related to compression and the State's school finance formula. In response to inquiries by Trustees, Mr. Bates reported that the District is expected to receive less property tax revenue because of compression and exemptions. Mr. Bates also reported on information available through the District's website explaining the tax rate process to the community.

8. ACTION ITEMS

B. Consider and Adopt an Order Authorizing the Defeasance and Redemption of Certain Currently Outstanding Obligations of the District; Authorizing the Execution of a Special Escrow Agreement; and Resolving Other Matters Incident and Related to the Defeasance and Redemption of Such Obligations

Ms. Maria Urbina, Managing Director at Hilltop Securities, reported on the purpose of the proposed cash defeasance, which would allow the District to prepay outstanding debt using excess funds from the Interest and Sinking (I&S) Fund, resulting in projected interest savings for the District. In response to inquiries by Trustee Kelley, Ms. Urbina clarified that these funds could not be redirected to other purposes and that bonds under consideration would allow the District to secure current short-term interest rates.

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It was moved by Trustee Cuellar, seconded by Trustee Kelley, and carried unanimously (7:0), that the Board adopt the Order Authorizing the Defeasance and Redemption of Certain Currently Outstanding Obligations of the District; Authorizing the Execution of a Special Escrow Agreement; and Resolving Other Matters Incident and Related to the Defeasance and Redemption of Such Obligations.

C. Discuss and Take Appropriate Action to Approve an Interest & Sinking (I&S) Tax Rate for El Paso Independent School District for Tax Year 2026 that Exceeds the Minimum Amount Needed to Service the District's Debt

Mr. Bates reported that the purpose of this item was to approve an Interest and Sinking (I&S) Tax Rate, for which the Administration was not proposing any changes.

It was moved by Trustee Cuellar, seconded by Trustee Sutton, and carried unanimously (7:0), that the Board approve the proposed Interest & Sinking tax rate of $0.3108 per $100 of taxable value to pay debt service; this rate exceeds the District's debt service rate, determined under Texas Education Code Section 44.004(c) (5)(A)(ii)(b) of $0.2305, by $0.0803; the excess revenue collected from the proposed rate will be used to defease $15,200,000.00 in bonded debt.

D. Discuss and Take Appropriate Action on Resolution Adopting a Tax Rate for the El Paso Independent School District for the Tax Year 2026

In response to inquiries by Trustee Kelley, Mr. Byers provided clarification related to the proposed motion as it pertains to the No New Revenue Tax Rate prescribed by the State. He reported on the difference (-$.0062) between the previous year's tax rate, which was $1.0807, and the proposed, which is $1.0745.

It was moved by Trustee Cuellar, seconded by Trustee Osterland, and carried unanimously (7:0), that property tax rate be increased by the adoption of a tax rate of $1.0745, which is effectively a 2.96 percent increase in the tax rate, and that the Board adopt the Resolution Adopting a Tax Rate for the Tax Year 2026, at a total tax rate of $1.0745; consisting of $.7637 for Maintenance and Operations (M&O) and $.3108 for Interest and Sinking (I&S).

E. Discuss and Take Appropriate Action on Resolution Authorizing El Paso Central Appraisal District (EPCAD) Representation in the Property Value Study Process

Mr. Bates presented a resolution authorizing El Paso Central Appraisal District (EPCAD) to represent the District in the property value study process. He explained that the District does not have the specialized expertise to independently handle property appraisal matters. In response to inquiries by Trustees, Mr. Bates clarified that this process is not new and that there would be no cost associated with the representation.

It was moved by Trustee Loveridge, seconded by Trustee Osterland, and carried unanimously (7:0), that the Board of Trustees adopt the Resolution Authorizing the El Paso Central Appraisal District (EPCAD) Representation in the Property Value Study Process, as presented, to act as an Agent for Property Tax Matters Related to Protesting the Texas Comptroller's Preliminary Findings of Taxable Value for Tax Year 2026.

F. Discuss and Take Appropriate Action on Budget Amendment to Allocate Funds for Costs Associated with Instruction, Staff Development, Facilities Maintenance and Operations, and Food Service Operation (General Operating Fund - $101,120.00; State Compensatory Education Fund - $282,600.00; Food & Nutrition Fund - $252,958.00)

Mr. Bates reported that the proposed budget amendments from the General Operating Fund and State Compensatory Education Fund involve moving funds between functions within already adopted budgets. The Food and Nutrition Fund is an increase to the adopted budget, funded from the Food and Nutrition Fund's existing fund balance. He explained that the funds would be used to purchase and implement updated software at all campuses, including technology such as iPads used for student identification during meal service.

It was moved by Trustee Cuellar, seconded by Trustee Sutton, and carried unanimously (7:0), that the Board of Trustees approve the request to amend the budget for the 2026-2027 General Operating Fund in the amount of $101,120.00 - State Compensatory Education Fund; $282,600.00; Food & Nutrition Fund $252,958.00.

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G. Discuss and Take Appropriate Action on Declaring Property Surplus Not Needed for Educational Purposes, and Adopt a Resolution Declaring Real Property as Surplus and Authorizing Sale, Exchange or Lease of Surplus Real Property (Including any Improvements) Described as San Jacinto Adult Learning Center, 1216 Olive Street, Consisting of Approximately 1.487 Acres

Mr. Bates reported on the relocation of the San Jacinto Adult Learning Center to the Center for Career and Technology Education (CCTE), where adult learners will have access to programs including HVAC, electrical, and other career-focused training. He reported on the proposed transition/relocation timeline and obtaining of an appraisal prior to sale. Additionally, he reported on the facility condition and engagement efforts with the community prior to disposition.

It was moved by Trustee Sutton, seconded by Trustee Cuellar, and carried unanimously (7:0), that the Board declare the real property as surplus and adopt the Resolution Declaring Real Property as Surplus and Authorizing the Sale, Exchange or Lease of Surplus Real Property (Including any Improvements) for San Jacinto Adult Learning Center, 1216 Olive Street, consisting of approximately 1.487 acres, as presented.

H. Discuss and Take Appropriate Action on Financial Stability and Governance Recovery Plan

Board President Hanany presented the proposed Financial Stability and Governance Recovery Plan, which included: 1) Internal Audit Assurance and Monitoring, 2) Superintendent Accountability, 3) Board Accountability and Transparency, and 4) Duration and Review. In response to inquiries by Trustee Sutton, Board President Hanany explained the difference between the proposed governance actions and processes already contained in the Board's existing operating handbook. She clarified that some of the measures were developed specifically in response to financial oversight and recovery requirements, while the proposed Board self-evaluation process would be broader and focused on overall governance effectiveness. Additionally, Trustee Loveridge noted that much of the administrative work with the recommendation has already been reviewed by Ms. Mayra Martinez, Chief Internal Auditor, and Superintendent Dr. Lusk.

It was moved by Trustee Loveridge, seconded by Trustee Cuellar, and carried unanimously (7:0), that the Board adopt the Financial Stability and Governance Recovery Plan, as presented.

Board President Hanany announced that item 8.I would be considered following item 9.C, as the two items are related.

9. REPORTS

A. Update on 2025-2026 Accountability and Student Outcome Goals

Dr. Lusk introduced Administration to present a high-level report of the District's 2025-2026 A-F accountability results. He stated that the new monitoring calendar would be introduced reflecting the metrics that were approved by the Board in August. Ms. Kristine Ferret, Senior Director of Strategic Planning and Design, reported that the District's overall accountability was an 82, demonstrating a 2-point increase. She presented a breakdown of campus-level accountability results by letter grades across elementary, middle, and high schools, reporting that 13 campuses received an A rating. Ms. Ferret also presented campus highlights demonstrating campuses that increased one or more letter grades. Additionally, Ms. Ferret introduced the new Progress Monitoring Plan template that will include different data points, based on the new student outcome goals, progress measures, and constraints, which were adopted by the Board in August 2026. She explained that much of the information presented will serve as baseline data to establish and measure progress over the next five years.

Ms. Michelle Casillas, Assistant Superintendent of Schools, reported that the District achieved a 48% overall performance on Goal 1, Domain 1 STAAR Performance for 2025-2026, creating a baseline toward the 2031 goal. She explained that the overall goal for Student Achievement, as measured by Domain 1 STAAR Performance in all subjects, would increase from 48% to 56% by June 2031. Additionally, Ms. Casillas reported that the District's template would establish annual progress targets, reflecting a 2% increase toward the 2031 goal. Mr. Al Garcia, Chief Academics Officer, presented on Goal 2, College Career Military Readiness (CCMR), which states that graduates who are college, career, or military ready, from Domain 1, would increase from 89% to 94% by June 2031. The baseline established for 2025-2026 (lagging data) was 89% with a target of 90% for 2026-2027.

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Additionally, Ms. Casillas and Mr. Garcia presented: strategies implemented during the 2025-2026 school year; outputs representing resulting data; and strategic adjustments identifying actions for the 2026-2027 school year. Ms. Casillas reviewed data for Student Achievement – STAAR and EOC Results, while Mr. Garcia reviewed data for Goal 2: CCMR.

Ms. Patricia Cortez, Chief Human Capital Management Officer, presented on Constraint: High-Quality Staff, with the focus on teacher vacancies and emphasized the importance of having teachers fully staffed at the beginning of the school year to support student success. She reported that the District began the 2025-2026 school year with approximately 130 teacher vacancies compared to approximately 52 teacher vacancies for the 2026-2027 school year. Ms. Cortez stated that the District met its 2026-2027 vacancy goal and continued to make progress toward reducing vacancies.

In response to inquiries by Trustees, Administration reported that teacher feedback has been highly positive and that teachers have expressed appreciation for seeing the strategies and practices implemented by District leadership. Additionally, Dr. Lusk explained that goals were developed and established in collaboration with the Board and that small percentage increases can represent significant gains in student achievement over time. Further, Administration provided additional information on the District's observation and feedback coaching cycles, the frequency of classroom walkthroughs, and the early childhood mathematics performance. Board President Hanany encouraged continued professional development for administrators and staff conducting observations and coaching, and for subject-area secondary teachers.

Board President Hanany announced that items 10.B.3, 10.C.3, 11.D, and 11.G, were withdrawn from the agenda. Additionally, she announced item 9.B would be postponed for the October Board Meeting.

B. Teacher Incentive Allotment (TIA) Update - POSTPONED

C. Report on Responsible Technology Use Including Artificial Intelligence Tools and Student Screen Time

Mr. Al Garcia, Chief Academics Officer, reported on the District's development of a framework for Artificial Intelligence (AI) and student screen time. He emphasized the importance of student safety, data privacy, human oversight, and purposeful use of technology. Mr. Garcia also reported on an initiative between the University of Texas at El Paso (UTEP) and other organizations, to focus on AI literacy, ethics, data security, K-12 alignment, appropriate guardrails, and development of District policies and strategies. Additionally, he provided detailed information on the District's priorities related to artificial intelligence, screentime and devices. The proposed District's AI vision as well as strategic goals were discussed. Further, Mr. Garcia provided details on the District's AI policy and related handbook. Further, Mr. Garcia identified an opportunity to incorporate student voice into AI policies and to crosswalk the framework with the student code of conduct and existing guardrails.

Board President Hanany introduced the adjacent item 8.I, as the two items are related.

8. ACTION ITEMS

I. Discuss and Take Appropriate Action on Development of an El Paso ISD Artificial Intelligence Governance Framework, AI Guidebook, and/or Related Board Policy

Board President Hanany introduced this item, for the Board's consideration and discussion, related to Students First Act, a student-developed AI policy/framework addressing provisions for students, parents/guardians, and teachers. The framework could serve as a foundation for developing a comprehensive District policy addressing AI, student protections, and responsible technology use. Trustees discussed the importance of protecting students from excess technology use while also ensuring students develop the necessary skills to use AI responsibly and effectively. Additionally, Trustees recommended reviewing AI policies from other school districts, including districts outside of Texas, to identify practices that could inform the District's policy development. Board President Hanany recommended creating an ad hoc committee, or policy committee, process to be a part of the District's specific framework. She suggested that the Board not take any action on this item as this was an introductory conversation to help guide the development of a District's specific policy.

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9. REPORTS

D. Monthly Financial Accountability Update

Mr. Bates presented the Monthly Full-Time Equivalent (FTE) Update and reported that the District's September FTE count totaled 6,964, a decrease of approximately 92 positions from the 7,056 FTEs originally adopted. He explained that the District continues to right-size staffing based on enrollment. Mr. Bates also presented the Monthly Payroll Update, stating that payroll actuals are reviewed after each month closes. He explained that July payroll costs were lower because not all employees had returned to work, while August payroll reflected the District's full workforce. Additionally, Mr. Bates provided the Monthly Student Enrollment Update and explained that the District had projected an enrollment of 44,744 students; however, reported the actual enrollment of approximately 44,300 students, which is a difference of 444 students. He explained that enrollment and position control are directly connected and that the District will continue to right size staffing focusing on vacancies rather than eliminating filled positions. Further, Mr. Bates presented the Monthly Healthcare Update and reported that the District increased additional claims in August, raising the deficit to approximately $25.9 million from $24 million in July. He indicated that cash flow and healthcare presentations would be discussed in further detail at the upcoming Board Briefing in October. In response to inquiries by Trustees, Dr. Lusk clarified that the reduction in teacher vacancies was partially due to the elimination of positions during the District's financial challenges. Mr. Bates reported that the financial dashboard is nearly complete, which would make financial information publicly available.

E. Report Regarding District Staffing Status and Personnel Placement Efforts

Ms. Cortez presented the monthly update on District staffing and personnel placement efforts and reported that as of September 15, 2026, 132 employees had returned to employment with the District. She reported that 47 former employees, including 10 contract, and 37 at-will, remain on the hiring priority list and continue to be considered for available positions. The District anticipates additional opportunities for contract employees as retirements as expected during the months of December and January.

Meeting Closed

The meeting was closed for Executive Session at 8:21 p.m.

10. MEETING TO BE CLOSED UNDER SECTIONS 551.071, 551.074, 551.076, 551.082, 551.0821 AND 551.089 OF THE TEXAS GOVERNMENT CODE AS FOLLOWS:

A. Parent Complaint Appeals

1. Level Three Parent Complaint - N.T., Franklin High School; Pursuant to Texas Government Code Sections 551.071, 551.082 and 551.0821

B. Grievance Appeals

1. Grievance Appeal - Josephine Foster, Former Substitute; Pursuant to Texas Government Code Sections 551.071 and 551.074
2. Grievance Appeal - Liz Gutierrez, Former Head Custodian, MacArthur PK-8; Pursuant to Texas Government Code Sections 551.071 and 551.074
3. Grievance Appeal - Jackie Banda, Former Paraprofessional; Pursuant to Texas Government Codes 551.071 and 551.074 – ITEM WITHDRAWN

C. Consultation with Legal Counsel Concerning Legal Issues Related to:

1. Second Amendment and First Extension to Vendor Contract between Mike Garcia Merchant Security, LLC; Pursuant to Texas Government Code Sections 551.071, 551.076, and 551.089
2. Claim by Active Internet Technologies, LLC (dba Finalsite); Pursuant to Texas Government Code Section 551.071
3. Recommendation of Proposed Termination of Continuing Employment Contract for Michelle Sanchez, Moreno/Hillside Elementary Schools Dyslexia Specialist Teacher; Pursuant to Texas Government Code Sections 551.071 and 551.074 – ITEM WITHDRAWN
4. Superintendent Evaluation Timeline and Evaluation Instrument; Pursuant to Texas Government Code Sections 551.071 and 551.074

DRAFT

5. Board/Chief Internal Auditor Conference to Include Performance Evaluation and Evaluation Instrument; Pursuant to Texas Government Code Sections 551.071 and 551.074

Meeting Opened
The meeting was reassembled in Open Session at 10:59 p.m.

Board President Hanany announced that Trustee Cuellar did participate in any closed session discussions.

11. Action Items to be Considered after Closed Session

A. Discuss and Take Appropriate Action on Level Three Parent Complaint - N.T., Franklin High School

It was moved by Trustee Loveridge and seconded by Trustee Osterland, that the Board uphold the Superintendent's designee's decision and deny this Level Three Parent Complaint, based on the decisions, evidence, and documents provided at levels one, two and three. The motion carried (5:1) with Trustees Reza, Osterland, Loveridge, Hanany, and Kelley voting in favor and Trustee Sutton voting against.

B. Discuss and Take Appropriate Action on Grievance Appeal - Josephine Foster, Former Substitute

It was moved by Trustee Loveridge and seconded by Trustee Osterland, that the El Paso Independent School District Board of Trustees uphold the Superintendent's designee's decision and deny this grievance appeal.

Ms. Collins announced that Trustee Sutton abstained from participating in this item. The motion carried with Trustees Reza, Osterland, Loveridge, Hanany, and Kelley voting in favor and Trustee Sutton abstaining from the vote.

C. Discuss and Take Appropriate Action on Grievance Appeal - Liz Gutierrez, Former Head Custodian, MacArthur PK-8

It was moved by Trustee Loveridge, seconded by Trustee Osterland, and carried unanimously (6:0), that the El Paso Independent School District Board of Trustees uphold the Superintendent's designee's decision and deny this grievance appeal.

D. Discuss and Take Appropriate Action on Grievance Appeal - Jackie Banda, Former Paraprofessional

This item was withdrawn.

E. Discuss and Take Appropriate Action on Second Amendment and First Extension to Vendor Contract between Mike Garcia Merchant Security, LLC, and El Paso Independent School District

It was moved by Trustee Sutton, seconded by Trustee Loveridge, and carried unanimously (6:0), that the Board of Trustees approve the Second Amendment and First Extension between Mike Garcia Merchant Security, LLC, subject to the review and approval by District Legal Counsel.

F. Discuss and Take Appropriate Action Regarding Claim by Active Internet Technologies, LLC (dba Finalsite)

No action was taken on this item.

G. Discuss and Take Appropriate Action on Recommendation of Proposed Termination of Continuing Employment Contract for Michelle Sanchez, Moreno/Hillside Elementary Schools Dyslexia Specialist Teacher

This item was withdrawn.

H. Discuss and Take Appropriate Action on Superintendent Evaluation Timeline and Evaluation Instrument

It was moved by Trustee Sutton, seconded by Trustee Osterland, and carried unanimously (6:0), that the Board adopt the proposed Superintendent Evaluation Timeline and Evaluation Instrument, as discussed in Closed Session.

DRAFT

I. Discuss and Take Appropriate Action on Board/Chief Internal Auditor Conference to Include Performance Evaluation and Evaluation Instrument

It was moved by Trustee Sutton, seconded by Trustee Loveridge, and carried unanimously (6:0), that the Board meeting minutes reflect that a conference with the Chief Internal Auditor was held on this day during executive session; further, that the Board adopt the proposed evaluation instrument for the Chief Internal Auditor, as presented.

12. Adjournment

The meeting was adjourned at 11:04 p.m.

_____

President

_____

Secretary

Date Approved: _____

Meeting Duration: 6 hours and 3 minutes
Student Outcomes Discussions: 1 hour and 9 minutes

DRAFT

EL PASO INDEPENDENT SCHOOL DISTRICT

MEETING DATE: OCTOBER 12, 2026

 A.
  BOARD RELATED ITEMS

Board of Trustees
Executive Summary of Board Agenda Item

TITLE:
Adoption of Proposed Revisions to Board Operating Procedures Handbook

JUSTIFICATION STATEMENT:
To update the Board Operating Procedures Handbook to reflect the implementation of Board Briefings, new Strategic Levers, and new Continuing Education requirements

PURPOSE OF AGENDA ITEM: Action

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Other

STAFF RESPONSIBILE: Board President Hanany and Superintendent Brian Lusk

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:
Strategic Lever IV: Culture of Accountability - El Paso ISD cultivates a culture of transparency, care, and service.

SUMMARY:
Revisions to the Board Operating Procedures Handbook are recommended to incorporate the implementation of Board Briefings, which will be scheduled prior to each regular Board Meeting. Additionally, the proposed revisions include the newly adopted Strategic Levers, Student Outcome Goals, and Constraints. Further, Exhibit A has also been revised to incorporate new Continuing Education requirements for Board Members.

ADMINISTRATIVE RECOMMENDATION/MOTION:
It is recommended that the Board adopt the proposed revisions to the Board Operating Procedures Handbook, as presented.

FUNDING SOURCE: ACCOUNT NO.:

FISCAL IMPACT AND COST:

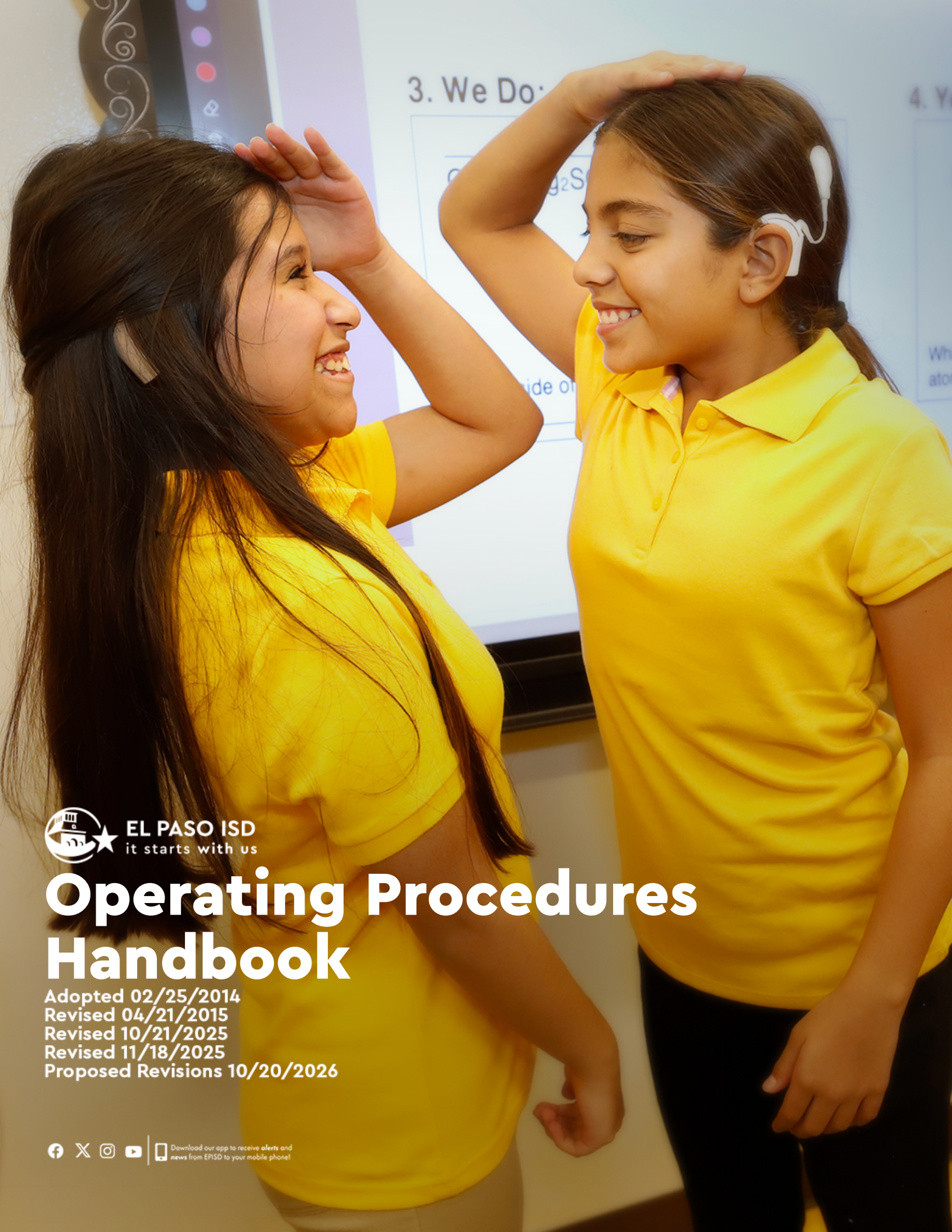
IMPACT ON OTHER FUCTIONS/OPERATIONS:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:
Board Operating Handbook - Proposed 10.20.26.pdf



EL PASO ISD
it starts with us

Operating Procedures Handbook

Adopted 02/25/2014
Revised 04/21/2015
Revised 10/21/2025
Revised 11/18/2025
Proposed Revisions 10/20/2026

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PREFACE

This Operating Procedures Handbook is intended to restate and elaborate on pertinent Board policies pertaining to operations of the Board of Trustees. In case of conflict, the language of officially adopted Board policies will take precedence over any contrary provisions in this handbook.

The Board Operating Procedures Handbook will be reviewed and adopted by the Board and updated as needed as a part of Board training.

MISSION

In partnership with our families and community, we will uphold the highest standards to provide inclusive and fair learning experiences that support the whole child.

VISION

INSPIRE and EMPOWER learners to THRIVE.

CORE BELIEFS

The foundation of success, for our students and our school system, is rooted in our core beliefs and these beliefs define the EL Paso ISD Way. Our six core beliefs affirm who we are, what we stand for, how we treat each other, what we prioritize, and what guiding principles we live by as members of the El Paso ISD family.

Whole Child
We champion a well-rounded educational experience to ensure all students are healthy, safe, valued, engaged, and academically challenged.

Opportunity
We honor and cultivate the unique needs and interests of all learners through relationships and personalization.

Excellence
We embrace a culture of creativity, exploration, and innovation to sustain our growth and improvement.

Equity
We commit to removing barriers to ensure our schools and programs are inclusive and equitable.

Community
We build community through authentic engagement, collaboration, and honoring diversity of thought.

Accountability
We foster high expectations, continuous growth, and high achievement.

Related Policy: BAA (Legal)

FIVE STRATEGIC LEVERS, STUDENT OUTCOME GOALS AND ~~ESSENTIAL ACTIONS WITH KEY TARGETS~~CONSTRAINTS

~~Lever 1 Whole Child Development~~	
~~Essential Action 1: Create a classroom culture where each student has access to personalized learning and is supported by caring adults.~~	
~~Key Target 1.1.1~~	~~Employee, student, and parent perspectives and experiences measured by a culture climate survey will increase annually from the baseline.~~
~~Key Target 1.1.2~~	~~Increase PK-12th grade student participation in UIL, extra-curricular, co-curricular activities at all levels by 5%. [Supt. Eval 1.2]~~
~~Essential Action 2: Use Community Schools model to create an integrated system of school supports, extended learning opportunities, and community partnerships.~~	
~~Key Target 1.2.1~~	~~Increase extended PK—6 extended learning opportunities by X%.[Supt. Eval 1.1] (Extended Day Learning Centers & After school Learning Centers)~~
~~Key Target 1.2.2~~	~~Increase and maintain the number of meaningful community and youth-based organizations in formal partnerships with the district by X%. [Supt. Eval 1.3]~~
~~Essential Action 3: Build mindsets, healthy habits, and skills that strengthen students' social, emotional, and academic competence.~~	
~~Key Target 1.3.1~~	~~Elementary counselors will carry a caseload of 1:500 students or less at 100% of campuses by 2025. (Total Elementary Campuses =43) [Supt. Eval 1.4]~~
~~Key Target 1.3.2~~	~~PK-8 and middle school counselors will carry a caseload of 1:350 students or less at 100% of campuses by 2025. (Total PK8 and Middle School Campuses =15) [Supt. Eval 1.5]~~
~~Key Target 1.3.3~~	~~Principal and academic support team PBIS/SEL fidelity walkthrough data (measured by an inventory instrument) will meet all established percentages for schoolwide behavior expectations, classrooms procedures and instruction, and student and staff awareness in 70% of all campuses by 2025. [Supt. Eval 1.6]~~
~~Essential Action 4: Implement meaningful, engaging practices that develop students' ability to manage and own their behavior.~~	
~~Key Target 1.4.1~~	~~Reduce the percent of all ISS, OSS, Disciplinary Removal for all student groups from 7% to 5%.~~
~~Essential Action 5: Provide relevant and challenging coursework through multiple pathways such as advanced placements, International Baccalaureate, dual-enrollment programs to all interested students.~~	
~~Key Target 1.5.1~~	~~Increase percent of students in grades 9-12 who earn college credit by completing an Advanced Placement (AP)/International Baccalaureate (IB), On Ramps, or dual credit course by 2025. [Supt. Eval 1.7]~~
~~Lever 2 Academic Excellence~~	
~~Essential Action 1: Develop and implement a guaranteed and viable student-centered District curriculum to ensure access to high quality learning experiences for every student.~~	
~~Key Target 2.1.1~~	~~Principal and academic support team curriculum fidelity walkthrough data (measured by an inventory instrument) will meet all established percentages for rigor, instructional model, and scope and sequence for reading language arts, math, science, and social studies instruction in 70% of all campuses by 2025. [Supt. Eval 2.1]~~
~~Key Target 2.1.2~~	~~Principal and academic support team dual language fidelity walkthrough data (measured by an inventory instrument) will meet all established percentages for instructional model, classroom environment and instruction, and language acquisition in 70% of all campuses with a dual language program by 2025. [Supt. Eval 2.5]~~

Essential Action 2: Increase student achievement outcomes by closing the performance gap in Literacy and STEM.	
Key Target 2.2.1	Increase Domain 1 Student Achievement STAAR results from 45% to 50% by June 2025
Key Target 2.2.2	The Percent of 3rd grade students that score "Meets" Grade level or above on STAAR reading will increase from 52% to 61% by June 2025 with all student groups meeting board approved metrics. [HB3]
Key Target 2.2.3	The Percent of 3rd grade students that score "Meets" grade level or above on STAAR math will increase from 42% to 61% by June 2025 with all student groups meeting board approved metrics. [HB3]
Key Target 2.2.4	All students and two lowest performing student groups demonstrating achievement on 6-8 Grade at the Meet or Masters Level will increase in reading over a three-year period.(SPED from 14% - 20%, & EB from 32% - 47%) [Supt. Eval 2.2]
Key Target 2.2.5	All students and two lowest performing student groups demonstrating achievement on 6-8 Grade at the Meet or Masters Level will increase in math over a three-year period. .(SPED from 7% - 13%, & EB from 21% - 30%) [Supt. Eval 2.3]
Essential Action 3: Increase graduation rates and ensure all students graduate prepared for college and/or career with a viable postsecondary plan.	
Key Target 2.3.1	Increase 4-year graduation rate from 84% to 90% with student groups EB increasing from 73% to 80% and SPED increasing from 69% to 75% by June 2025
Key Target 2.3.2	Increase students who earn at least one College, Career and Readiness (CCR) Focus measure from 64% to 73% by June 2025 with all student groups meeting board approved metrics [HB3]
Key Target 2.3.3	Increase the percent of 9th-12th grade students completing TSIA2 by 10% by June 2025 as well as students average SAT score 5% from 952 to 989 [HB3 progress measure]
Key Target 2.3.4	Increase the number of students that meet criteria for CCMR Outcome Bonus by 5% [from 706 students (Econ Dis),700 students (Non-Econ Dis), 17 (SPED) to 741 students (Econ Dis) , 735 (Non-Econ Dis), 18 SPED by June 2025 [HB3 progress measure]
Key Target 2.3.5	Increase percent of students in grades 9-12 who earn post-secondary credentials beyond high school diploma by completing an associates degree from 4% to 5%, Level 1 certificate from 0% to 2%, or industry certification in an aligned program of study from 5% to 14% by 2025. [Supt. Eval 2.4] [HB3 progress measure]
Lever 3 Destination District	
Essential Action 1: Develop and implement detailed strategic facilities master plan for modernizing schools and rightsizing the district.	
Key Target 3.1.1	Stabilizing enrollment by increasing the number of new students enrolling or transferring back to EPISD by 1% (500 students), over a three-year period. [Supt. Eval 3.1]
Key Target 3.1.2	Reduce the three-year projected deficit by $8M annually for a three-year period. [Supt. Eval 3.2]
Key Target 3.1.3	Strengthen the district's financial solvency by strategically rightsizing facilities by 15% by 2025. *Strengthen the district's financial solvency by creating a facilities master plan that includes facilities assessment, demographic study, school boundary outlook, recommended program expansion, and rightsizing measures. [Supt. Eval 3.3]
Essential Action 2: Attract, grow, and retain top talent equipped and empowered to meet the needs of all students.	
Key Target 3.2.1	Implement an employee recruiting and retention plan designed to increase % filled positions on first day of school from 91% to 95% by 2025.
Essential Action 3: Effectively market and communicate information to the district's public.	
Key Target 3.3.1	Improve the district's image as reflected through an increase in stakeholder satisfaction via marketing and consistent messaging on all communication platforms. [Supt. Eval 3.4]
Essential Action 4: Expand the integration of 21st century learning and innovation skills.	
Key Target 3.4.1	Develop and implement an instructional technology campus support plan.

Lever 4 Culture of Accountability	
Essential Action 1: Foster a welcoming and safe environment where all students, families, staff, and community members feel supported.	
Key Target 4.1.1	Increase student attendance rate from 89% to 94%. [Supt. Eval 4.1]
Key Target 4.1.2	Increase level of accountability by ensuring 100% of schools offer all required community events over a three-year period. [Supt. Eval 4.2]
Essential Action 2: Ensure effective two-way communication with families, students, and community.	
Key Target 4.2.1	Implement a two-way communication plan designed to increase the number and quality of opportunities to engage, inform, train, and gather input from family and community stakeholders as measured on Thought Exchange (3 times per year with 40% response rate) and Let's Talk Platform (customer satisfaction rating from 7.8 to 9 and response rate from 10.5 days to 3 days)
Essential Action 3: Continue to be an accountable entity that is fiscally responsible, efficient in its use of resources, and strives for transparency with public-facing information.	
Key Target 4.3.1	Increase the annual percentage of entitlement program expenditures (i.e., Title I Part A: Improving Basic Programs, Title I Part C: Migrant, Title I Part D, Subpart 2: Delinquent Programs, Title II Part A: Supporting Effective Instruction, Title III Part A: ELA, and Title IV Part A, Subpart 1). [Supt. Eval 4.3]
Key Target 4.3.2	Increase the annual percentage of state allotment expenditures for special programs (Bilingual and State Compensatory Education). [Supt. Eval 4.4]
Key Target 4.3.3	Maintain a healthy unassigned general fund balance. [Supt. Eval 4.5]
Lever 5 Equity by Design	
Essential Action 1: Foster equitable access to opportunities by eliminating barriers for all students.	
Key Target 5.1.1	Develop and implement a Comprehensive Equity Plan designed to address system equity disparities based on the result of an equity audit.
Key Target 5.1.2	Increase percent of underrepresented (i.e., special education and emergent bilingual) middle school students who complete high school credits by 5% within a three-year period. [Supt. Eval 5.1]
Key Target 5.1.3	Increase enrollment of underrepresented (i.e., special education and emergent bilingual) high school student groups in advanced academic courses (AP/IB, On Ramps, and Dual Credit) by 5% within a three-year period. [Supt. Eval 5.2]
Key Target 5.1.4	Reduce the percentage of long-term Emergent Bilinguals Achieving Beg/Int on TELPAS Composite from 30% to 19% as well as reduce the number of Emergent Bilingual Achieving Beginning on TELPAS reading from 14% to 7% [RDA]
Essential Action 2: Provide high-quality, relevant, and differentiated resources matched to each school's needs and strengths.	
Key Target 5.2.1	Design and implement an Equity/Diversified Funding Model aligned with recommendations from Equity Study
Key Target 5.2.2	Increase the percent of campus staff that have 5+ years of experience and are certified in the roles to which they are assigned and decrease the rate of staff mobility in the lowest performing campuses by 2025. [Supt. Eval 5.3]
Key Target 5.2.3	Develop a Teacher Profile and Rubric that reflects teacher experience, effectiveness, and campus specific instructional needs. [Supt. Eval 5.4]

STRATEGIC LEVERS

I Academic Excellence

El Paso ISD champions high levels of learning for all students

II Student Experience

El Paso ISD fosters learning experiences for students to thrive to include social, physical & mental health, student buy-in, and high-quality academic programs for all

III High-Quality Staff

El Paso ISD invests in high quality staff

IV Culture of Accountability

El Paso ISD cultivates a culture of transparency, care, and service, and is committed to addressing disparities across the district as well as building fiscal stability

V Global Skills

El Paso ISD empowers learners with global skills for life to include critical thinking, collaboration, problem solving, respect and communication

Student Outcome Goals

1.Domain 1 STAAR Performance

1.Student Achievement as measured by Domain 1 STAAR Performance in all subjects will increase from 48% to 56% by June 2031

GPM 1.1	Spring interim assessments at the Meets level will increase from 47% to 49% by June 2031
GPM 1.2	Emergent Bilingual Student Achievement as measured by Domain 1 STAAR Performance will increase from 40% to 48% by June 2031
GPM 1.3	Special Education Student Achievement as measured by Domain 1 STAAR Performance will increase from 24% to 32% by June 2031
GPM 1.4	Student Achievement as measured by Domain 1 STAAR Performance in 8th grade reading will increase from 55% to 63% by June 2031
GPM 1.5	Student Achievement as measured by Domain 1 STAAR Performance in 8th grade math (including Algebra 1) will increase from 40% to 48% by June 2031

2. College Career Military Readiness

2. Graduates who are college, career, or military ready (CCMR) from Domain 1 will increase from 89% to 94% by June 2031.*

GPM 2.1	The percent of graduates meeting the Texas Success Initiative requirements for college readiness in both reading and math (not including College Prep) will increase from 31.9% to 39.5% (SAT, ACT, or TSIA) by June 2031
GPM 2.2	The percent of graduates who complete a sequence of courses in a Program of Study and who also obtain an Industry-Based Certifications (IBC) will increase from 19% to 26.5% by June 2031
GPM 2.3	The percent of graduates earning college credit (AP/IB, Dual Credit, Neon, OnRamps) courses will increase from 53% to 60.5% by June 2031

3. Student achievement on the third-grade state assessment in reading at the Meets performance level or above shall increase from 49% to 57% by June 2031	
GPM 3.1	Student achievement on PK4 reading assessment (Circle) at the EOY "On Track" performance level or above will increase from 77% to 82% by June 2031
GPM 3.2	Student achievement for K-1 -grade student at or above grade level on a TEKS aligned assessment in reading will increase from baseline to baseline +6 % at MOY (i-Ready) by June 2031
GPM 3.3	Student achievement for 2nd -grade student at or above grade level on a TEKS aligned assessment in reading will increase from baseline% to baseline +6% at MOY (iready) by June 2031
4. Early Childhood Mathematics (PK-3rd)	
4. Student achievement on the third-grade state assessment in mathematics at the Meets performance level or above shall increase from 40% to 50% by June 2031.	
GPM 4.1	Student achievement on PK4 mathematics assessment (Circle) at the EOY "on Track" performance level or above will increase from 88% to 93% by June 2031
GPM 4.2	Student achievement for K-1 grade student at or above grade level on a TEKS aligned assessment in mathematics will increase from baseline to baseline +6% at MOY (iready) by June 2031
GPM 4.3	Student achievement for 2nd grade student at or above grade level on a TEKS aligned assessment in mathematics will increase from baseline to baseline +6%% at MOY (iready) by June 2031
Constraints:	
Student Experience	Student Experience Survey Data will increase from baseline to baseline +5% by June 2031
	Extracurricular/Co-Curricular participation will increase from 67% to 79% by June 2031
	Student attendance rates will increase from 92.0% to 93.6% by June 2031
High Quality Staff	The number of Designated teachers will increase from 16 to 1500 by June 2031
	Teacher vacancies on first day of school will reduce from 130 to 63 by June 2031
Culture of Accountability	Fund Balance will increase from 38 days to a yearly increase of 1 or more days by June 2031
	Final budget will not exceed 5% negative variance from approval though June 2031
	Family survey will show an increase in perception from 68% favorable to 72% favorable by June 2031
Global Skills	Student survey data will show an increase in global skills from baseline to baseline +5% by June 2031
	Students across all grade bands will read more complete books annually, with grade appropriate increases in whole-book reading and greater opportunities for sustained reading of fiction and non fiction from baseline to +5% by June 2031
	The percentage of graduates achieving the Biliteracy Performance Acknowledgement will increase from 11.5% to 16% by June 2031

Related Policy: BAA (Legal)

Framework for School Board Development

Preamble: The mission of the public education system of this state is to ensure that all Texas children have access to a quality education that enables them to achieve their potential and fully participate now and in the future in the social, economic, and educational opportunities of our state and nation (Education Code 4.001).

The board of trustees is the governing body for Texas public schools. To effectively meet the challenges of public education, school boards and superintendents must function together as a governance leadership team. Each leadership team will annually assess its development needs both as a corporate body and as individuals. As a team, they will focus on the improvement of locally developed student outcomes and provide support for opportunities and experiences through vision and goals, systems and processes, progress and accountability, advocacy and engagement, and synergy and teamwork. Teams ensure that their districts provide equitable and effective educational programs and services for all students. The Framework for School Board Development has been approved by the State Board of Education to provide the critical areas of development for all public school boards.

1. Vision and Goals — The board ensures creation of a shared vision and locally developed, measurable goals that improve student outcomes and provide support for opportunities and experiences. The board:
   - Keeps the district focus on the well-being of all children.
   - Adopts a shared vision that incorporates input from the community to reflect local aspirations as well as present and future needs for all children.
   - Ensures that the vision aligns with the state's mission, objectives, and goals for education established by law and/or rule.
   - Adopts a reasonable number of specific, quantifiable, research-based, and time-bound goals that align with state law, are developed with community input, and support the vision to improve student outcomes.
   - Embraces, supports, and fulfills the vision that all students receive what they need to learn, thrive, and grow, including resources, opportunities, and experiences.
   - Uses the vision and goals to drive all deliberations, decisions, and actions.

2. Systems and Processes — The board ensures systems and processes are in place to accomplish the vision and goals. The board:
   - Regularly develops, reviews, and adopts board policies for effective support of the district's vision and goals.
   - Approves a budget that aligns with and maximizes resources to fulfill the district's vision and goals.
   - Monitors multiple, measurable elements of student progress and achievement throughout the year.
   - Incorporates equity when making decisions and evaluating systems and processes.
   - Focuses its actions on following board operating procedures while providing oversight of the superintendent, policymaking, planning and goal setting, progress monitoring, and evaluation, while avoiding involvement in daily operations and management.
   - Approves goals, policies, and programs that ensure a safe and secure learning environment.

- Ensures the equitable distribution of resources, opportunities, and experiences based on the diverse needs of students and schools.
- Adopts a planning calendar and engages in a decision-making process consistent with state law and rule to help achieve the district's vision.
- Ensures that the district's planning and decision-making process enables all segments of the community, families, and staff to meaningfully contribute to achieving the district's vision.
- Welcomes and values all people and cultures as important stakeholders in the process for student success.
- Ensures the district has a system that monitors for sound business and fiscal practices.
- Adopts policies regarding hiring, assigning, appraising, terminating, and compensating school district personnel in compliance with state laws and rules.
- Ensures the district adopts a protocol regarding the recruitment, determination of professional development needs, building of leadership capacity, and retention rates for the district's teachers.
- Fulfills the statutory duties of the local board of trustees and upholds all laws, rules, ethical procedures, and court orders pertaining to schools and school employees.

3. Progress and Accountability — The board sets clear goals, provides resources and support, evaluates goal attainment, and engages in ongoing objective feedback on progress and commitments. The board:
   - Holds itself accountable to its adopted vision, goals, commitments, and operating procedures.
   - Ensures progress toward achievement of district goals through systematic, timely, and comprehensive review of relevant reports and student data that illustrate progress toward locally developed student outcome goals.
   - Ensures equity throughout the system by regularly identifying inequities, updating policies, and appropriately distributing resources.
   - Differentiates among resources, intermediate measures, and outcomes, especially when focusing on student outcomes.
   - Monitors and evaluates the allocation of resources in support of the district's vision and goals and sustainability.
   - Reviews the efficiency and effectiveness of district operations and use of resources in supporting the district's vision and goals.
   - Employs and annually evaluates the superintendent on the achievement of district goals, including locally developed academic goals, demonstration of educational leadership, and management of daily operations.

4. Advocacy and Engagement — The board promotes the vision and engages the community in developing and fulfilling the vision. The board advocates on behalf of Texas public schoolchildren. The board:
   - Demonstrates its commitment to, and advocates on behalf of, the shared vision and goals by clearly communicating them to the superintendent, staff, and community.
   - Regularly reports district progress to families and the community, which could include an online dashboard for the community.
   - Ensures multiple forms of two-way communication will be used to engage, empower, and connect students, families, staff, media, and community with the district.
   - Builds collaborative relationships and partnerships with families and community, business, nonprofit, higher-education, education support organizations, and governmental leaders to influence and expand educational opportunities and meet the needs of students.

- Recognizes the respective roles of and provides input and feedback to the legislature, State Board of Education, and the Texas Education Agency to ensure maximum effectiveness and benefit to Texas schoolchildren.
- Promotes school board service by educating the community about the role of a school board and encouraging leadership opportunities within the community.

5. Synergy and Teamwork — The board's duties are distinct, and the board works effectively as a collaborative unit and as a team with the superintendent to lead the district in fulfilling the vision and goals. The board:
   - Recognizes its distinct role in establishing the vision and the goals, adopting policies that guide the district, setting priorities, establishing governance protocols to oversee management of the district, adopting and overseeing the annual budget, and hiring and evaluating the superintendent.
   - Recognizes each individual trustee's duty as a trustee and fiduciary for the entire district.
   - Remains focused on its goals and priorities, as opposed to individual agendas separate and apart from the shared vision.
   - Annually evaluates its performance as a team, with attention given to the district's vision and goals; fulfilling the board's duties, responsibilities, and commitments; and the board's working relationship with the superintendent.
   - Makes decisions as a whole only at properly called meetings and recognizes that individual members have no authority to take individual action in policy or district and campus administrative matters.
   - Respects the right of individual members to express their viewpoints and vote their convictions and honors the decisions of the majority.
   - Develops teamwork, problem-solving, and decision-making skills as a team with its superintendent.
   - Understands and adheres to laws and local policies and respects the superintendent's responsibility to manage the school district and to direct employees in district and campus matters.
   - Adopts and adheres to established policies and procedures for welcoming and addressing ideas and concerns from students, families, staff, and the community.
   - Establishes and follows local policies, procedures, and ethical standards governing the conduct and operations of the board.
   - Understands the leadership role of the board president and adheres to local policies and procedures about the duties and responsibilities of the board officers.

Adopted by the State Board of Education, January 1996, as authorized by 19 TAC 61.1(a); revised November 20, 2020.
Related Policies: BAA (Legal), BBD (Legal, Local, Exhibit), BBE (Local), and BF (Local)

ETHICS for School Board Members

As a member of the Board, I will promote the best interests of the District as a whole and, to that end, will adhere to the following ethical standards:

Equity in attitude

- I will be fair, just, and impartial in all my decisions and actions.
- I will accord others the respect I wish for myself.
- I will encourage expressions of different opinions and listen with an open mind to others' ideas.

Trustworthiness in stewardship

- I will be accountable to the public by representing District policies, programs, priorities, and progress accurately.
- I will be responsive to the community by seeking its involvement in District affairs and by communicating its priorities and concerns.
- I will work to ensure prudent and accountable use of District resources.
- I will make no personal promise or take private action that may compromise the performance of my responsibilities.

Honor in conduct

- I will tell the truth.
- I will share my views while working for consensus.
- I will respect the majority decision as the decision of the Board.
- I will base my decisions on fact rather than suppositions, opinion, or public favor.

Integrity of character

- I will refuse to surrender judgment to any individual or group at the expense of the District as a whole.
- I will consistently uphold all applicable laws, rules, policies, and governance procedures.
- I will keep confidential information that is privileged by law or that will needlessly harm the District if disclosed.

Commitment to service

- I will focus my attention on fulfilling the Board's responsibilities of goal setting, policymaking, and evaluation.
- I will diligently prepare for and attend Board meetings.
- I will avoid personal involvement in activities the Board has delegated to the Superintendent.
- I will seek continuing education that will enhance my ability to fulfill my duties effectively.

Student-centered focus

- I will be continuously guided by what is best for all students of the District.

Related Policy: BBF (Local)

Communicating with Team Members Between Meetings

Board Members may communicate with other individual Board Members or the Superintendent for the purpose of asking clarifying questions, providing clarifying information or socializing under circumstances that do not conflict with or circumvent the Texas Open Meetings Act.

Board members who wish to share information relevant to District business will relay the information to the Superintendent's Office for distribution to all members.

Related Policies: BBE (Local) and BJA (Local)

Communicating with the Media and Community

1. Board Members are elected representatives of the public and have the right to express their individual views to the community or the media. In speaking with the media, Board members should understand that they are speaking as an individual and not on behalf of the district.
2. In the interests of promoting consensus building through collegial discussion in light of all relevant facts, input and viewpoints, it is considered best practice for a Board Member to avoid stating an opinion on an upcoming issue that is scheduled for discussion at a Board meeting.
3. Board members are encouraged to participate in community activities as liaisons between the public and the District. Board members are encouraged to interact in a positive manner and make no commitments on behalf of the District.

Related Policies: BBF (Local), BJA (Local), and GBBA (Local)

Social Media

The District does not provide or sponsor social meeting accounts for Board members. Board members that have social media accounts or post on social media do so in their individual capacity and not as a spokesperson for the Board or District. Board Members should not use online communications as a vehicle for communicating with other Board members to avoid a risk of violation of the Texas Open Meetings Act.

Communicating with Vendors

An individual Board member who is contacted by persons regarding their commercial business matters with the District shall refer those persons to the Superintendent's Office for administrative response through the review/appeal process outlined in GF (Local). Board Members should not discuss District business with vendors as they cannot make individual buying decisions.

Related Policies: BBFA (Legal, Local, and Exhibit) CHE (Legal and Local), and GF (Legal and Local)

Responding to Community or Employee Complaints

Listen respectfully. Remind the complainant of the Board's responsibility to remain impartial and noncommittal because complaints may ultimately be brought to the Board on appeal. Refer that complainant to the Superintendent's Office.

Related Policies: DGBA (Legal and Local), FNG (Legal and Local), and GF (Legal and Local)

Visiting Campuses as a Board Member

1. Board members are encouraged to visit campuses and school events provided they contact the campus principal to schedule their visit at least two (2) business days in advance and they notify both the superintendent's and the principal's offices prior to their arrival.
2. Board members may go into teacher classrooms or individual buildings, but not for the purposes of evaluation.
3. Board members may interact with any staff member or student provided they do not disrupt the learning process.
4. Upon arrival to any campus, Board Members must check in per District safety and security protocols.
5. Board Members may host community meetings at campuses unless actively engaged in a political campaign.
6. When visiting with teachers of their own children, Board members will make it clear that they are acting as parents rather than as Board members.

Related Policies: BBE (Local), BBF (Local), BBFA (Legal and Local), GF (Local), GKA (Legal), and GKC (Legal and Local)

Rules of Order for Board Meetings

1. Board members shall conduct meetings guided by the parliamentary procedures in the most current edition of Robert's Rules of Order.
2. Board Members will receive the most current edition of Robert's Rules of Order.
3. Board Members will be encouraged to attend training on Robert's Rules of Order.

Related Policies: BE (Local)

Preparing the Board Meeting Agenda

1. Board Meetings are scheduled on the third Tuesday of each month, except in the event of a conflict with a District holiday or as rescheduled by the Board President and Superintendent.
~~1.~~2. Board Briefings are scheduled on the Monday, eight days prior to each regular Board Meeting, at 5:00 p.m., as applicable. The main purpose of the Board Briefing is to present and provide information, in detail, and to allow each Board Member an opportunity to express ideas and ask questions about specific agenda items with the intent to include as many items as possible on the consent agenda at the monthly Board Meeting. Reports and items not needing Board approval will be presented during Board Briefings.
~~2.~~3. Agendas are created by the Superintendent and Board President prior to being presented to the Board Members. The Vice President or Secretary may attend agenda reviews.
~~3.~~4. Any two Board members together may request in writing that an item be placed on the agenda for Board consideration by contacting the Board President or Superintendent within the prescribed timeline (twelve business days) prior to the meeting.
~~4.~~5. Items submitted for inclusion after the deadline or those requiring significant preparation time might, at the discretion of the Board President, be added to the current agenda or be deferred to a later meeting, but no later than the next regular Board meeting. The decision is based on the time needed to prepare supporting information.

5.6. A draft agenda will be developed by the Superintendent and presented to the Board President for approval at least ten business days prior to the meeting for which the agenda is being prepared.

6.7. Use of a consent agenda to present items for a single vote without discussion will conform to the following guidelines:

a) Placement of items on the consent agenda will be at the discretion of the Board President and Superintendent.

b) Examples of items that may be included on the consent agenda are:

i. Routine items
ii. Minutes of regular and special Board meetings
iii. Budget amendments
iv. Monthly personnel reports
v. Purchases requiring Board approval
vi. Annual renewals of agreements or contracts
vii. Action items presented during the Board Briefing.
~~vi.~~

7. A Board Member may request items on the consent agenda to be removed for individual consideration.

9.8. Executive session is a meeting of the Board in private and is governed by state law and District policy. Chapter 551 of the Texas Government Code specifies the topics that can be discussed in executive session.

Related Policies: BE (Legal and Local) and BEC (Legal and Local)

Requesting Information About Meeting Agenda Items

1. The agenda packet is generally posted to Peak and notice is e-mailed to all Board Members **one week in advance** before scheduled Board Meetings.

2. Board Members will direct their individual requests for additional materials or information relating to agenda items to the Superintendent or designee via e-mail, while copying the request to the Superintendent prior to the Board meeting. If the requested information can be provided from readily available data with no diversion of the staff time, then it will be provided within a reasonable amount of time after the request.

3. In order to honor the time of District staff, Board Members will make every attempt to request additional materials or information relating to the Board meeting agenda as soon as possible before the scheduled meeting.

4. The Superintendent or designee will ensure that any additional materials or information that is provided to one Board Member is provided to all Board Members. This operating procedure will not limit a Board Member's ability to ask questions during the Board meeting.

5. If the requested information is not readily available or requires a special report or a significant investment of time that will divert staff from established priorities, the Superintendent will notify the requestor and the Board President prior to the start of the meeting. The requestor has the option of pulling the item from the consent agenda and/or making a motion to postpone the agenda item for further consideration.

a. The Board President will place the request for information on the next meeting agenda if at least two Board Members agree the requested information is important for future decision-making.
b. If the Board agrees that the information is important for future decision-making, then the Superintendent will direct that a report be developed and provided as requested by the Board and commit to a time frame for providing the information.

6. The Superintendent will ensure that any additional materials or information that will be used by the Superintendent or its designee during the presentation of any agenda item, including any PowerPoint presentation or data to be discussed with the Board, will be provided to all Board Members at least twenty-four (24) hours prior to the scheduled Board meeting.

Participating in the Board Meeting as a Board Member

1. Any time a majority of the Members of the Board are gathered to discuss District business, it is considered a meeting, and must be posted as such according to Board Policy and the Texas Open Meetings Act.
2. Unless a quorum (majority of the Members of the Board) is established, no business of the Board can be conducted.
3. All Board Members will be prepared to address items on the agenda.
4. The Board President will have full authority to follow and enforce *Robert's Rules of Order* (Newly Revised), designated in policy as the Board's parliamentary authority, except as modified by Board policy.
5. A Board member shall not use coercive means or promise special treatment in order to influence Board or District decisions, nor use his or her position to seek personal advantage.

Related Policy: BE (Legal and Local)

Participating as a Board Member in Public Forum

1. The Board Meeting is held in public to facilitate public understanding, not for the purpose of public participation. However, at all regular Board Meetings, the public may address the Board during the Public Forum portion of the meeting. Persons wishing to address the Board during Public Forum shall comply with the provisions of policy BED (Local) that outline the specific times and procedures applicable to the public comments during Board meetings.
2. During the Public Forum section of the meeting, Board members will listen to comments but, as the designated spokesperson, only the presiding officer may respond if a response to the speaker is required. Those responses are limited to:
    a. Specific factual information
    b. Recitation of existing policy
3. Speakers with specific complaints shall be referred to the administrative resolution process established in Board Policy as follows:
   Employee complaints: DGBA
   Student or parent complaints: FNG
   Public complaints: GF
4. The Board must bear in mind that persons who speak during Public Forum have First Amendment rights. The Board should seek legal advice before disallowing a person's contribution to Public Forum based solely on the content of the speaker's comments.

Related Policies: BED (Legal and Local), DGBA (Local), FNG (Local) and GF (Local).

Requesting Information Not Related to Agenda Items

1. Members should request information not related to a meeting agenda item directly from the Superintendent.
2. The Superintendent will determine if the information requested is available from existing sources or records.
3. If the requested information can be provided from readily available data with no diversion of staff time, then it will be provided to all Board Members.
4. Individual Board Members shall not direct or require District employees to prepare reports or any information in existing District records or to create a new record compiled from information in existing district records. In the event the request requires a special report that will divert staff time from established priorities, the Superintendent will notify the requestor and the Board President of this fact. Directives to staff regarding the preparation of reports shall be by Board action.
5. All Board Members will receive a copy of any report generated by a Board member's request in accordance with this procedure.

Section 11.1512 of the Education Code was amended to require a school district to provide a member of its board of trustees, when acting in the member's official capacity, access to any information, documents, and records maintained by the school district without requiring the member to submit a request under the Public Information Act, Chapter 552 of the Government Code. However, a school district is permitted to withhold or redact information requested by a board member to the extent the item is excepted from public disclosure under the Public Information Act or other law, including records not subject to disclosure under the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g). See Education Code § 11.1512(c). Additionally, Section 11.1512 requires a school district to report annually, no later than September 1 of each year, to the Texas Education Agency, the number of requests submitted by a member of its board of trustees during the preceding school year and the total cost to the district for that school year of responding to such requests. See Education Code § 11.1512(e).

Related Policy: BBE (Legal and Local)

Board Committees and Conducting Board Committee Meetings

Board Committee meetings are designed to facilitate in depth dialogue between the Administration and Trustees, enabling thorough discussion of matters prior to Board action. These matters include those that are:

1. Time sensitive and/or discussion intensive;
2. Required by law, rule or policy; or
3. Is necessary for the efficient and effective operation of the District.

A Board committee is a committee composed only of current Board members. Formation of a Board committee shall be by Board action. When establishing a Board committee, the Board action shall, at a minimum, specify the:

- Number of Board members on the committee;
- Process to appoint Board members to the committee;
- Term of committee membership; and
- Responsibilities of the committee.

A Board committee shall be fact-finding, deliberative, and advisory, and shall make recommendations in the areas of their responsibility. Board committees shall report their findings and recommendations to the Board and shall not assume administrative duties or responsibilities.

Related Policy: BDB (Legal and Local)
Designated Board Committees are:

1. Audit Committee: Members are responsible for engaging with the Chief Internal Auditor with the intent to understand and evaluate the Internal Audit Department's activities in accordance with Board Policy CFC (Legal, Local, and Exhibit);

Related Policy: BDB (Legal and Local)

Advisory Committees

An advisory committee is a committee composed primarily of District staff, parents, other community members, and/or students. An advisory committee may also include Board members in numbers less than a quorum of the Board. Formation of an advisory committee shall be by Board action. When establishing an advisory committee, the Board action shall, at a minimum, specify the:
ttee may also include Board members in numbers less than a quorum of the Board. Formation of an advisory committee shall be by Board action. When establishing an advisory committee, the Board action shall, at a minimum, specify the:

- Number of members on the committee;
- Process to appoint members to the committee;
- Term of committee membership; and
- Responsibilities of the committee.

An advisory committee shall be fact-finding, deliberative, and advisory and shall not assume administrative duties or responsibilities. Advisory committees shall report their findings and recommendations to the Board.

An advisory committee may transact business only within the specific authority granted by the Board. To be binding, all such committee recommendations must be reported to the Board at a regular or special meeting for approval and entry into the minutes as a public record.

An advisory committee shall be dissolved upon completion of the assigned task or Board action.

Related Policy: BDF (Legal and Local)

District Issued Equipment and Supplies

Board members will be loaned a District technology for the purpose of viewing Board Meeting materials during Board Meetings. Access cards to the main building and identification cards will also be issued. Other items relating to the role of Board members, including stationery and business cards, shall also be provided upon request. All such equipment and other items shall be returned to the District by the Board Member at the end of the Board Member's tenure as such.

Board Attendance at Graduations

Board members are responsible for attending ceremonies, presenting diplomas, and may be asked to provide a brief speech that the district's Communications Department will prepare.

Current and former Board members may, at their option, sit on the stage and hand the High School Diploma to their graduating child or grandchild. It will be the responsibility of the former

Board member to let the current Superintendent know that he/she would like to participate in such graduation ceremony.

Board Member Travel and Expenses

A Board member shall be reimbursed for reasonable, allowable expenses incurred in carrying out Board business only at the Board's request and for reasonable, allowable expenses incurred while attending meetings and conventions as an official representative of the Board. Payment for authorized and documented travel expenses shall be made in accordance with legal requirements by reimbursement, not to exceed the allowable rates, for use of a personal car or commercial transportation plus parking, taxi fares, lodging, meals, and other incidental expenses. When commercial air transportation is available, but a Board member elects to drive a personal vehicle, the total reimbursement for mileage shall not exceed the cost of the coach airfare available for the destination. Accounting records shall accurately reflect that no state or federal funds were used to reimburse travel expenses beyond those authorized for state employees.

All travel arrangements (conference registrations, air travel, room reservations, car rental) should be made through the Operations Manager for Superintendent/Board of Trustees, in conjunction with the Travel Office. In order to provide opportunities for each Board member to attend staff development sessions, each individual Board Member may use up to 15% of the Board's travel allotment. Should any Board Member exceed this amount, then additional expenses must be approved by the Board President and the Superintendent. Only one member of the Board may attend the Leadership TASB Course in any given year. Any travel and hotel cancellations should be done by the cancellation deadline in order to avoid penalty fees. Board Members shall reimburse the District for any expenses that are not recoverable if payments were already made by the District. The Office of the Superintendent shall promptly notify the Board Member of the costs to be repaid to the District.

For any authorized expense incurred, the Board member shall submit a statement, with receipts to the extent feasible, documenting actual expenses and in accordance with procedures applicable to employee expense reimbursement. Expenses for meals associated with authorized overnight travel not related to a state or federal grant shall be paid to Board members on a per diem basis. No receipts shall be required for expenses paid on a per diem basis.

Related Policy: BBG (Legal and Local)

Required Training for Board Members

Board Members must complete any training required by the State Board of Education. The minutes of the last regular meeting of the Board held during a calendar year must reflect whether each Board Member has met or is delinquent in meeting the training required to be completed as of the date of the meeting - *Education Code 11.159*. The Texas Administrative Code requires that at the meeting at which the call for election of Board members is scheduled,

the current Board president shall announce the name of each Board member who completed, who exceeded, and who is deficient in required continuing education hours. The minutes are to reflect this information, and it is to be made available to the local media.

Exhibit A contains an Overview of Continuing Education Requirements for School Board Members. It is recommended that a Board Self-Evaluation be completed by Board Members every two years.

Orientation of New Board Members

1. Local District orientation will be scheduled to take place within sixty days of the date a new Board member takes the oath of office.
2. The Superintendent will participate in the orientation. Additional administrative staff members may also be included to present specific information about the District.
3. Orientation will include but is not limited to:
   a) General District information such as:
      - Campus attendance boundaries
      - Number of students, teachers, and other employees
      - Number of campuses and their enrollments
      - Student demographics
      - Administrative structure and directory of key personnel
      - Ongoing issues of interest to patrons

   b) Overview of the District programs and operations such as:
      - District vision, mission, goals, and plans including,
        a) District planning and evaluation process and calendar
        b) Most recent TAPR report, campus report cards, and District annual report
      - District budget overview including,
        a) Current adopted budget summary
        b) Recent trends in revenue, appropriations, tax rates, property values
        c) Annual financial audit
        d) Development process and calendar
      - Overview of District curriculum objectives, standards, and instructional programs
      - Policy development and review process and location of manuals
      - Organizational chart, personnel hiring practices and salary schedule
      - Superintendent performance goals, current Superintendent evaluation instrument, process, and calendar

   c) Team operations, including:
      - Overview of roles and responsibilities of the Board and Superintendent
      - Required continuing education and calendar of training opportunities
      - Calendar of District and Board events
      - Current Board of Trustees Operating Procedures

   d) Ethics Training
   e) Role of the Internal Auditor

Related Policy: BBD (Legal)

Compliance with Operating Procedures

Individual Board Members and/or the Superintendent are encouraged to express their concerns about a Board Member's compliance with Board Operating Procedures directly with that member, verbally, followed by any written communication.

If the issue is not resolved after personal discussions between the individuals involved, then discussion with the Board President is appropriate. The Board President shall discuss the concern with the Board Members in question on behalf of the individual concerned, or the President shall moderate a discussion between those involved. If the concern involves the Board President, the Board Vice President shall serve this role.

If the issue still is not resolved, the Board President shall place an item on the next meeting agenda for a Closed/Executive Session posted as "Deliberation of Duties of a Public Officer." Alternatively, three Board Members can notify the Board President and request the item be placed on the next meeting agenda.

In Closed/Executive Session, the individuals with the concern shall state their concern and provide specific examples to support that concern and the Board shall discuss the concern. Among other options to resolve the matter in Closed/Executive Session, Board Members may encourage the Board Member to attend specific training related to the Board Operating Procedures.

If the Board Member in question does not believe his or her behavior is in conflict with Board Operating Procedures even in the Closed/Executive Session discussion, the matter will be addressed by majority vote of the Board in open session, with options including, but not limited to, the following:

a. Require the Board Member to attend specific training related to the Board Operating Procedures.
b. Removal from any Board-appointed office.
c. Formally reprimanded in public meeting.

Discussions about compliance concerns should be intended to resolve the concern while avoiding any punitive actions. Discussions could include reminding the Board Members whose behavior is in question about the adopted Board Operating Procedures how the questionable behavior does not comply with those procedures. The discussion could also identify more appropriate alternatives to the questionable behavior or refer the Board Member to policies or procedures that outline approved ways to deal with the issue that prompted the questionable behavior.

While the Superintendent is encouraged by these procedures to report to the Board President or other members in the event a compliance concern is not addressed individually, Board Members will not take concerns about fellow Board Members to the Superintendent.

EXHIBIT A

Overview of Continuing Education Requirements for School Board Members

Continuing Education Required of Local School Board Members	Tier	First Year Board Member	Experienced Board Member	Provider
Local District Orientation	1	Three hours within the first 120 days in office or up to one year before after appointment or election	Not required	Local district
Orientation to the Texas Education Code	1	3 hours within the first 120 days in office	Not required	Education Service Center
Update to the Texas Education Code	1	Following each legislative session and of sufficient length to address major changes	Every 2 years, a~~A~~fter legislative session: length determined by issues addressed in legislation	Any registered provider, authorized provider, LSG coaches
Team-building Session/Assessment of Continuing Education Needs of the Board-Superintendent Team	2	At least 3 hours	At least 3 hours each year	Any registered provider, authorized provider, LSG coaches
Additional Continuing Education, based on assessed needs and the Framework for Governance Leadership	3	At least 10 hours	At least 5 hours each year	Any registered provider authorized provider, LSG coaches
Continuing Education Required of All Elected Public Officials – Effective 1/1/2006		**First Year Board Member**	**Experienced Board Member**	**Provider**

Evaluating and Improving Student Outcomes		**~~Three~~ 3 hours within the first 120 days in office**	**~~At least~~ 3 hours ~~every 2 years~~(By the second anniversary of completion of previous training)**	**Authorized providers and LSG coaches**
Sexual Abuse, Human Trafficking, and Other Maltreatment of Children		1 hour withing the first 120 days in office	1 hour every 2 years	Any registered provider authorized provider, LSG coaches
Open Meetings Training		1-2 hours Required within 90 days of election or appointment	Not required	Attorney General's Office or other approved provider
Public Information Act Training (Boards may delegate this training to the district's public information coordinator)		Check local district policy for any board requirement (BBD Local)1-2 hours within the first 90 days in office	Not required	Attorney General's Office
Cybersecurity		Varies by provider	Every year	~~Department of Information Resources~~Texas Cyber Command
School Safety		2 hours within the first 120 days in office	Every 2 years	TEA Learn, Technical Support
Artificial Intelligence		Varies by provider	Every year	Texas Department of Information Resources
Parental Rights		5 hours within the first 120 days in office	Every Year	TEA Learn

EL PASO INDEPENDENT SCHOOL DISTRICT

MEETING DATE: OCTOBER 12, 2026

 B.
  ACADEMICS ITEMS

Board of Trustees
Executive Summary of Board Agenda Item

TITLE:
Adoption of Proposed Revisions to Board Policy EHBB (Local): Special Programs, Gifted and Talented Students

JUSTIFICATION STATEMENT:
To align policy language with recommendations in TASB Update 127

PURPOSE OF AGENDA ITEM: Action

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Legal/Local Policy

STAFF RESPONSIBILE: Al Garcia, Chief Academic Officer; Jason Long, Senior Director Advanced Academics

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:
Strategic Lever I: Whole Child Development - El Paso ISD schools foster learning environments for the whole child to thrive.

SUMMARY:
Revisions to Board Policy EHBB (Local), Special Programs: Gifted and Talented Students, are recommended to align the District's policy with recent TASB updates. According to the explanatory notes provided in TASB Update 127 in June 2026, the proposed changes primarily revise the Identification Criteria section to ensure consistency with updated state regulations governing the identification and placement of gifted and talented students.

The recommended changes support ongoing compliance with state requirements and help ensure that District practices remain aligned with current standards for Gifted and Talented program implementation.

The proposed revisions to this policy were reviewed and approved by Senior Leadership on August 31, 2026.

ADMINISTRATIVE RECOMMENDATION/MOTION:
It is recommended that the Board adopt the proposed revisions to Board Policy EHBB (Local): Special Programs, Gifted and Talented Students, as presented.

FUNDING SOURCE: ACCOUNT NO.:

FISCAL IMPACT AND COST:

IMPACT ON OTHER FUCTIONS/OPERATIONS:

CONSEQUENCES OF NON-APPROVAL:
Failure to obtain approval from the Board will result in the District being noncompliant with Texas Administrative Code 89.1.

IMPLEMENTATION TIMELINE:

Upon Approval

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:
EHBB (Local) Memorandum to Legal.GT.pdf
EHBB (LOCAL) UPDATE 127.pdf
EHBB(LEGAL).pdf

EL PASO INDEPENDENT SCHOOL DISTRICT
Advanced Academics

To: EPISD Legal

From: Sarah Escandon, Advanced Academics Facilitator

Date: August 17, 2026

Subject: Acceptance of TASB Update 127 Revisions to EHBB (Local)

Purpose:
The purpose of this memo is to communicate the Department of Advanced Academics' review and acceptance of the proposed revisions to **EHBB (Local) Special Programs: Gifted and Talented Students** as recommended in **TASB Update 127**.

Background:
The Texas Association of School Boards (TASB) has recommended minor revisions to **EHBB (Local) Special Programs: Gifted and Talented Students** through Update 127. According to the TASB explanatory notes, the recommended changes to the Identification Criteria section are the result of amendments to **19 Texas Administrative Code 89.1**.

The Department of Advanced Academics reviewed the proposed revisions to ensure alignment with state requirements and district expectations for gifted and talented education services.

Rationale for Acceptance:

1. The proposed revisions reflect the recommendations provided through TASB Update 127.
2. The revisions address updates to Identification Criteria resulting from amendments to 19 Texas Administrative Code 89.1.
3. Adoption of the TASB-recommended language supports alignment with current state requirements.
4. The proposed revisions are consistent with the District's continued commitment to providing appropriate gifted and talented identification and services.
5. The Department of Advanced Academics has identified no concerns with the proposed revisions.

Conclusion:
The Department of Advanced Academics supports and accepts the recommended revisions to **EHBB (Local) Special Programs: Gifted and Talented Students** as presented in TASB Update 127.

The Department has no objections to the proposed changes and recommends proceeding with the policy update process accordingly.

Referral

Students may be referred for the gifted and talented program at any time by teachers, school counselors, parents, or other interested persons.

Screening and Identification Process

The District and/or campus shall provide assessment opportunities to complete the screening and identification process for referred students at least once per school year.

The District and/or campus shall schedule a gifted and talented program awareness session for parents that provides an overview of the identification procedures and services for the program prior to beginning the screening and identification process.

Parental Consent

The District and/or campus shall obtain written parental consent before any special testing or individual assessment is conducted as part of the screening and identification process. All student information collected during the screening and identification process shall be an educational record, subject to the protections set out in policies at FL.

SELECTION

Identification Criteria

The Board-approved program for the gifted and talented shall establish criteria to identify gifted and talented students. The criteria shall be specific to the state definition of gifted and talented and shall ensure the fair assessment of students with special needs, such as the culturally different, the economically disadvantaged, and students with disabilities.

Assessments

Data collected through both quantitative and qualitative assessments shall be measured against the criteria approved by the Board to determine individual eligibility for the program. Assessment tools may include, but are not limited to, the following: achievement tests, intelligence tests, creativity tests, behavioral checklists completed by teachers and parents, student/parent conferences, and available student work products.

~~Selection~~ MATRIX OR THRESHOLD SYSTEM

IF THE SELECTION PROCESS RELIES ON A MATRIX OR THRESHOLD SYSTEM, THE USE OF A SCORING VALUE BASED ON RACE, ETHNICITY, SEX, SOCIOECONOMIC STATUS, OR DISABILITY SHALL BE PROHIBITED.

PLACEMENT COMMITTEE

A placement committee shall evaluate each referred student according to the established criteria and shall identify those students for whom placement in the gifted and talented program is the most appropriate educational setting. The committee shall be composed of at least three professional educators who have received training

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in the nature and needs **AND IDENTIFICATION** of gifted students, as required by law.

Notification

The District and/or campus shall provide written notification to parents of students who qualify for services through the District's gifted and talented program. Participation in any program or services provided for gifted students shall be voluntary, and the District shall obtain written permission from the parents before placing a student in a gifted and talented program.

Reassessment

If the District reassesses students in the gifted and talented program, the reassessment shall be based on a student's performance in response to services and shall occur no more than once in elementary grades, once in middle school grades, and once in high school grades.

Transfer Students

Interdistrict

When a student identified as gifted by a previous school district enrolls in the District, the placement committee shall review the student's records and conduct assessment procedures when necessary to determine if placement in the District's program for gifted and talented students is appropriate.

[See FDD(LEGAL) for information regarding transfer students and the Interstate Compact on Educational Opportunities for Military Children]

Intradistrict

A student who transfers from one campus in the District to the same grade level at another District campus shall continue to receive services in the District's gifted and talented program.

Furloughs

The District and/or campus may place on a furlough any student who whose educational needs are not being met within the structure of the gifted and talented program. A furlough may be initiated by the District, the parent, or the student.

In accordance with the Board-approved program, a furlough shall be granted for specified reasons and for a specified period of time. At the end of a furlough, the student may reenter the gifted and talented program, be placed on another furlough, or be exited from the program.

Exit Provisions

The District shall monitor student performance in response to gifted and talented program services. If at any time the placement committee or a parent determines the program is not meeting the student's educational needs, the committee shall meet with the parent and student before finalizing an exit decision.

Appeals

A parent, student, or educator may appeal any final decision of the placement committee regarding services in the gifted and talented program. Appeals shall be made first to the placement committee.

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Any subsequent appeals shall be made in accordance with FNG(LOCAL) beginning at Level Two.

Program Evaluation

The District shall annually evaluate the effectiveness of the District's gifted and talented program, and the results of the evaluation shall be used to modify and update the District and campus improvement plans. The District shall include parents in the evaluation process and shall share the information with Board members, administrators, teachers, school counselors, students in the gifted and talented program, and the community.

Funding

The Superintendent shall develop administrative procedures to ensure that 100 percent of the state funds allocated for the gifted and talented program are spent providing **FOR** and enhancing the District's program and that a method accounting for expenditures related to the gifted and talented program is established and aligns with the Texas Education Agency's financial compliance guidance.

Community Awareness

The District shall ensure that information about the District's gifted and talented program is available to parents and community members and that they have an opportunity to develop an understanding of and support for the program.

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Using criteria established by the State Board of Education, a district shall adopt a process for identifying and serving gifted and talented students in the district and shall establish a program for those students in each grade level. Under this provision, a district may establish a shared services arrangement with other districts.

A district shall adopt a policy regarding the use of funds to support the district's program for gifted and talented students.

Education Code 29.122

Definition

"Gifted and talented student" means a child or youth who performs at or shows the potential for performing at a remarkably high level of accomplishment when compared to others of the same age, experience, or environment and who:

1. Exhibits high performance capability in an intellectual, creative, or artistic area;
2. Possesses an unusual capacity for leadership; or
3. Excels in a specific academic field.

Education Code 29.121

Identification Policies

A district shall develop written policies on student identification that are approved by the board and disseminated to parents. The policies must include:

1. Provisions for ongoing screening and selection of students who perform or show potential for performing at remarkably high levels of accomplishment in the areas defined in Education Code 29.121.
2. Assessment measures collected from multiple sources according to each area defined in the Texas State Plan for the Education of Gifted/Talented Students.
3. Data and procedures designed to ensure that students from all populations in a district have access to assessment and, if identified, services for the gifted/talented program.
4. Prohibiting a scoring value based on race, ethnicity, sex, socioeconomic status, or disability if the selection process utilizes a matrix or threshold system.
5. Provisions for final selection of students to be made by a committee composed of at least three local district educators who have received training in the nature and needs and identification of gifted students.

6. Provisions regarding furloughs, reassessment, exiting of students from program services, transfer students, and appeals of district decisions regarding program placement.

The policy must not limit the number of students the district may identify as gifted/talented or served under the district's program for gifted/talented students.

19 TAC 89.1

Fiscal Policy

A district shall adopt a policy regarding the use of funds to support the district's program for gifted and talented students.

The policy must:

1. Ensure that 100 percent of state funds allocated for gifted/talented education are spent on providing gifted/talented services or enhancing the district's gifted and talented program; and

2. Establish a method to account for the expenditure of the gifted and talented allotment in alignment with the Texas Education Agency's financial compliance guidance.

19 TAC 89.4

Program Accountability

A district shall ensure that:

1. Student assessment and services for gifted/talented students comply with accountability standards defined in the Texas State Plan for the Education of the Gifted/Talented (State Plan);

2. It annually certifies to the commissioner of education that the district's program for gifted/talented students is consistent with the State Plan and that the district's use of funds complies with 19 Administrative Code 89.4 [see Fiscal Policy, above]; and

3. The board annually measures the performance of the district in providing gifted/talented services in alignment with the State Plan.

19 TAC 89.5

Learning Opportunities

A district shall provide an array of learning opportunities for gifted/talented students in kindergarten through grade 12 and shall inform parents of the opportunities. Options shall include:

1. Instructional and organizational patterns that enable identified students to work together as a group, to work with other students, and to work independently.

2. A continuum of learning experiences that leads to the development of advanced-level products and performances.
3. In-school, and when possible, out-of-school options relevant to the student's area of strength that are available during the entire school year.
4. Opportunities to accelerate in areas of strength.

19 TAC 89.3

Note: See DMA(LEGAL) for training requirements for teachers of gifted and talented education.

EL PASO INDEPENDENT SCHOOL DISTRICT

MEETING DATE: OCTOBER 12, 2026

 B.
  ACADEMICS ITEMS

Board of Trustees
Executive Summary of Board Agenda Item

TITLE:
Approval of 2026-2027 Elementary, Middle, and High School Library Materials for October 2026

JUSTIFICATION STATEMENT:
To comply with requirements under Senate Bill 13

PURPOSE OF AGENDA ITEM: Action

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Other

STAFF RESPONSIBILE: Al Garcia, Chief Academic Officer; Guy Rosales, Assistant Superintendent, Teaching & Learning; Lisa Lyons, Director, Teaching & Learning; Katherine Harrison, Library Services Coordinator

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:
Strategic Lever IV: Culture of Accountability - El Paso ISD cultivates a culture of transparency, care, and service.

SUMMARY:
Approval by the Board of the 2026-2027 Library Book List for Elementary, Middle School, and High School, is required to be in compliance with Senate Bill 13 and Board Policy EFB (Local). The Library Services Department, in collaboration with campus librarians, selected books that follow the mandatory collection development standards in Board Policy EFB (Local). Librarians also included books on the list that are high interest, enrich the curriculum, are grade-level appropriate, and support the development of foundational literacy skills.

The selected titles were compiled into elementary, middle, and high school lists, which were posted to the Library Services website for the required 30-day public comment period. During this time, families, students, and community members were able to review the lists and share their thoughts or concerns using a public comment form found on the Library Services website. The posting of these lists ensures compliance with the library acquisition process. Following the 30-day period, pending Board review and consent, the library book lists will then be available for campus librarians to acquire library materials.

Thereafter, prior to acquiring new library materials including donations and gifts, the District is required to publicly post and obtain Board consent for additional library materials.

ADMINISTRATIVE RECOMMENDATION/MOTION:
It is recommended that the Board approve the 2026-2027 Elementary, Middle, and High School Library Materials for October 2026, as presented.

FUNDING SOURCE: Local Funds **ACCOUNT NO.:**

FISCAL IMPACT AND COST:

Dependent on campus purchases

IMPACT ON OTHER FUCTIONS/OPERATIONS:
Library Services will monitor the acquisition of approved books.

CONSEQUENCES OF NON-APPROVAL:
Campus librarians, classroom teachers, the Library Services Department will not be able to purchase new titles or receive donated or gifted titles to add to their library catalog.

IMPLEMENTATION TIMELINE:
2026-2027 School Year

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:
Elem BK List Oct 2026 F.pdf
MS BK List Oct 2026 F.pdf
HS BK List Oct 2026 F.pdf

Elementary Book List - October 2026

Title	Author	IL/GL	ISBNS
10 Caring Goals	Burnard, June	K-3	9781499459043, 9781499459036
10 Creative Goals	Baker, Laura	K-3	9781499459074, 9781499459067
10 Green Goals	Burnard, June	K-3	9781499459104, 9781499459098
10 Money Goals	Baker, Laura	K-3	9781499459135, 9781499459128
10 Study Goals	Baker, Laura	K-3	9781499459166, 9781499459159
10 Well-Being Goals	Burnard, June	K-3	9781499459197, 9781499459180
101 maneras de leer a todas horas	Fombelle, Timothee de	3-6	9788411580434
20 things you didn't know about beetles	Bradley, Doug	K-3	9781499457346, 9781499457339
20 things you didn't know about centipedes	Bradley, Doug	K-3	9781499457377, 9781499457360
20 things you didn't know about dragonflies	Bradley, Doug	K-3	9781499457407, 9781499457391
20 things you didn't know about praying mantises	Bradley, Doug	K-3	9781499457438, 9781499457421
20 things you didn't know about spiders	Bradley, Doug	K-3	9781499457469, 9781499457452
20 things you didn't know about stick bugs	Bradley, Doug	K-3	9781499457490, 9781499457483
The 250th anniversary of the United States of America encyclopedia	Bennett, L	3-6	9781098298920, 9798384932727
The 39 clues. 3,The sword thief	Templer, Hannah	3-6	9798368787114, 9781546111054, 9781339026404, 9781546111061
The 39 clues. 3,The sword thief	Templer, Hannah	3-6	9798368787114, 9781546111054, 9781339026404, 9781546111061
9 from the Nine Worlds	Riordan, Rick	3-6	9798368791746, 9781368113199, 9781368041898
9 from the Nine Worlds	Riordan, Rick	3-6	9798368791746, 9781368113199, 9781368041898
9 little people	Feldmann, Regina	K-3	9780735845879
The ABCs of Asian American history	Rutledge, Renee	K-3	9781646044542, 9781646044757
Las abejas	Gish, Ashley	K-3	9798895816752, 9798896803133
Abraham Lincoln	James, India	3-6	9781978579705, 9781978579699
Absent	Ogle, Rex	3-6	9781324124894, 9781324124900
The Academy	Layton, T. Z	3-6	9798368795881, 9781464267093, 9781464267109, 9781464267116

Act	Miller, Kayla	3-6	9781098257064
Acuario	Kelly, Jocelyn Paige	3-6	9798895816905, 9798896803287
Ada Magnifica, cientifica. Todo sobre los insectos!	Beaty, Andrea	K-3	9798368704302, 9798890980434
Adventure in the Vents	Mather, Charis	3-6	9798899133190
The adventures of Cipollino	Rodari, Gianni	3-6	9798318946998, 9781592704163
African animals	Bullard, Lisa	K-3	9798384970019
African Queens --Twelve Incredible Stories of Africa's Legendary Women Leaders	Iwu, Onyinye	K-3	9781536253863
The aftermyth	Wolff, Tracy	3-6	9798318976452, 9781665985468, 9781665985475, 9781665985482
Agents of S.U.I.T. Sew much trouble	Green, John Patrick	3-6	9781250359469, 9781250466488
Aguafiestas	Kinney, Jeff	5-8	9798318942532, 9798890986184
Ah-64 Apache	Kingsley Troupe, Thomas	3-6	9781482480733, 9781482480726
AI: artificial intelligence	Singer, Warren	3-6	9798318901935, 9781502675408, 9781502675392, 9781502675415
AI impact on business	Quinn, Jamie	3-6	9781668980552, 9781668981818
AI impact on coding	Quinn, Jamie	3-6	9781668980569, 9781668981825
AI impact on education	Quinn, Jamie	3-6	9781668980576, 9781668981832
AI impact on medicine	Quinn, Jamie	3-6	9781668980583, 9781668981849
AI impact on sports	Quinn, Jamie	3-6	9781668980590, 9781668981856
AI impact on transportation	Quinn, Jamie	3-6	9781668980606, 9781668981863
The AI incident	Thomas, J. E	3-6	9781646145089, 9781646145348
Air traffic controller	Reeves, Diane Lindsey	3-6	9781668980613, 9781668981870
Aircraft Carriers	Tischler, Joe	3-6	9798318944239
Airplanes	Kaiser, Emma	3-6	9781098299897
Airplanes	Latham, Bethany	K-3	9798318915017, 9798894710655, 9798894710853
Airplanes	Worthy, Gavin	K-3	9781978548190, 9781978548183
Albert Einstein : great thinker and physicist	Hansen, Grace	K-3	9798384909774
Ali the Great and the Eid party surprise	Faruqi, Saadia	K-3	9781666393897, 9781484681251
Alice with a why	James, Anna	3-6	9780593691991, 9780593692011,9798217080960
Alicia Keys	Pang, Ursula	K-3	9781534553354, 9781534553347

Alien summer	Murray, James S	3-6	9780593226124, 9780593226131,9780593503591
Alight : how urban parrots found new places to belong	Torres, Jennifer	K-3	9781665938778, 9781665938785
All aboard!	Pipe, Vicki	K-3	9781783129706
All about American alligators	Walker, Elizabeth	K-3	9781538295762, 9781538295755
All About American Bison	Walker, Elizabeth	K-3	9781538295793, 9781538295786
All about American black bears	Walker, Elizabeth	K-3	9781538295823, 9781538295816
All about bald eagles	Walker, Elizabeth	K-3	9781538295854, 9781538295847
All about brains : a book about people	Bell, Lake	K-3	9781665906753
All about moose	Walker, Elizabeth	K-3	9781538295885, 9781538295878
All about mountain lions	Walker, Elizabeth	K-3	9781538295915, 9781538295908
All About Wastewater	Parman, Gail	K-3	9781499458237, 9781499458220
All ears	Gibbs, Stuart	5-8	9781665956482, 9781665956499, 9781665956505
All of Apolonia	Cisneros Prevo, Patty	K-3	9781419772849
All the ways we learn	Ward, Chloe Ito	K-3	9798217050376, 9798217050383
All-time best soccer teams	Berne, Emma Carlson	K-3	9798765668382, 9798765683712
All-time best soccer teams	Berne, Emma Carlson	K-3	9798765668382, 9798765683712
Alligator hunting	Troup, Roxanne	3-6	9798898800918
Alligator Ruler of the Swamp	Lundgren, Julie K	5-8	9781668980811, 9781668982075
Alligators	Kenan, Tessa	K-3	9798896624738
Alligators attack!	Richards, Derrick	3-6	9781482479676, 9781482479669
Alligators / Los Caimanes	Riggs, Kate	K-3	9798318943959
Alrededor del Araniverso : un coleccion original de novelas graficas		3-6	9798318906336, 9798225030209, 9798225043254
Alyssa Thompson	Mattern, Joanne	K-3	9798896854562, 9798896855101
Amaterasu	Golkar, Golriz	3-6	9781098295936
Amazing Animals	Abbott, Simon	3-6	9781978549272, 9781978549265
The amazing rainforest	Conaghan, Bernard	3-6	9798368731414, 9798890426963, 9798890427243, 9798890427526
Ambulances	Richard, Matt	K-3	9781482481457, 9781482481440
Ambulances around town	Bell, Samantha	K-3	9781668979990, 9781668981252
America's founding myths ...and what really happened!	Mihaly, Christy	3-6	9798888599082
American patriots vs. British redcoats : seeing history from all sides	Berne, Emma Carlson	3-6	9798875254321, 9798875254277

American Quarter Horses	Accardi, Anne	K-3	9781978580787, 9781978580770
Ami Moon & the galactic peacekeepers. Book one	Lee, Frances	3-6	9798368794846, 9781646145782, 9781646145799, 9781646146123,9781646146147
La amiga despistada de Cora : un cuento de mentalidad de crecimiento	Miller, Connie Colwell	K-3	9798896854739, 9798896855279
Amigos para siempre	Brown-Wood, JaNay	3-6	9781516093267, 9781546119692, 9781546129387
Amphibious Craft	Lowell, Barbara	3-6	9798318944246
Anacondas	Koestler-Grack, Rachel A	K-3	9798896852278, 9798896852698
Anacondas	Zimmerman, Adeline J	K-3	9798896624769, 9798896624783
Anansi and the talking cloth	Brewer, Caroline	K-3	9781623544218
Ancient Egypt		5-8	9781835721605, 9781835721650
Ancient ghost ship	Baumann, Kristoffer	3-6	9798898801175, 9798898802417
Ancient Greece	Boutland, Craig	5-8	9781835721612, 9781835721667
Ancient Mesopotamia		5-8	9781835721629, 9781835721674
Ancient Rome		5-8	9781835721636, 9781835721681
Ancient tomb robbery	Baumann, Kristoffer	3-6	9798898801212
And, too, the fox	Limon, Ada	3-6	9798765639252
Anglerfish	Patrick, Devon	3-6	9781482480030, 9781482480023
Angry arthropods	Lesley, John	3-6	9781482478839, 9781482478822
Animal all-stars	Elwood, Ann	3-6	9781645827665
Animal eyes	Schuh, Mari C	K-3	9798886877779, 9798886878714
Animal fact frenzy!	Meister, Cari	3-6	9798875254642, 9798875254598
Animal Facts and Lists	Phillips-Bartlett, Rebecca	3-6	9798895779392
Animals	Faust, D. R	5-8	9798895779590
Animals	Harvey, Valerie	K-3	9781534570504, 9781534570498
Animals	Spray, Sally	3-6	9781725398139, 9781725398122
Animals	Worthy, Gavin	K-3	9798318962967, 9781482477818, 9781482477801
Animals hide	Riggs, Kate	K-3	9781568464138
Animals in fall	Harvey, Norrie	K-3	9798896624400, 9798896624417
Animals in Seasons	Spanier Mlis, Kristine	3-6	9798896625339
Animals : Spanish words and pictures	Davis, Bela	K-3	9798384909705
The Animals We Save	Woolley, Katie	K-3	9781725398528, 9781725398511
Ankylosaurus	Golkar, Golriz	3-6	9781098297312

Anne Frank : young writer and Holocaust diarist	Hansen, Grace	K-3	9798384909781
Annie's hurtful words : a growth mindset story	Miller, Connie Colwell	K-3	9798896851554, 9798896851738
Another	Tremblay, Paul	3-6	9781420529586
Ant	Barkman, Rod	K-3	9781534571105, 9781534571099
An Ant's Day	Neuenfeldt, Elizabeth	K-3	9798898800901
Ants	Gish, Ashley	K-3	9798318943874
Apatosaurus	Lim, Angela	3-6	9781098297329
Apes	Wexo, John Bonnett	3-6	9781645827672
Aphrodite, goddess of love	Blair, Joanna	3-6	9781978550780, 9781978550773
Apollo, god of art and healing	Blair, Joanna	3-6	9781978550810, 9781978550803
Apollo God of the Sun	Braun, Fergus	K-3	9781503879522
App of the living dead	Harrington, Kim	3-6	9781454926146, 9781454926184
Appaloosa Horses	Accardi, Anne	K-3	9781978580817, 9781978580800
Apples	Black, Sonia W	K-3	9798368700335, 9781546101925, 9781546101949
Apples	Brannon, Cecelia H	K-3	9781537978642, 9780766085756, 9780766088269
Apples	Culliford, Amy	K-3	9781516072934, 9781039809734, 9781039810266, 9781039810792
Aquaman : the junior novel	McCann, Jim	3-6	9780062852250
Aquarius	Kelly, Jocelyn Paige	3-6	9798895814482, 9798896801474
Aquello que nos da calor	Gaiman, Neil	K-3	9788419275608
Aqui, en el mundo real	Pennypacker, Sara	3-6	9798368719047, 9788418050435, 9788418050701
Arabian Horses	Accardi, Anne	K-3	9781978580848, 9781978580831
Archaeopteryx	Lim, Angela	3-6	9781098297336
Arctic Animals	Becker, Trudy	K-3	9781482481099, 9781482481082
Arctic animals	Borgert-Spaniol, Megan	K-3	9798384970026
Arctic Foxes	Klepeis, Alicia Z	K-3	9798896625452, 9798896625469
Las ardillas	Siewert, Megan	K-3	9798895816806, 9798896803188
Ardillas Listadas Beb's	Morgan, Graham	K-3	9798895816554, 9798896802938
Are Flying Foxes Really Foxes?	Scott, Galvin	K-3	9781482481273, 9781482481266
Are Glowworms Really Worms?	Scott, Galvin	K-3	9781482481303, 9781482481297
Are Guinea Pigs Really Pigs?	Scott, Galvin	K-3	9781482481334, 9781482481327
Are Hedgehogs Really Hogs?	Scott, Galvin	K-3	9781482481365, 9781482481358

Are Horned Toads Really Toads?	Scott, Galvin	K-3	9781482481396, 9781482481389
Are Killer Whales Really Whales?	Scott, Galvin	K-3	9781482481426, 9781482481419
Are spider webs stronger than steel? : discover the science behind arachnology	Watson, Olivia	K-3	9781835691519
Are spider webs stronger than steel? : discover the science behind arachnology	Watson, Olivia	K-3	9781835691519
Are there aliens in space?	Richmond, Marley	3-6	9781503878754
Are there aliens in space?	Richmond, Marley	3-6	9781503878754
Are there aliens in space?	Richmond, Marley	3-6	9781503878754
Are there rainbows in space? : a colorful compendium of seriously cool science	Kanani, Sheila	3-6	9780593889633, 9780593889640
Are UFOs real?	Carroll, Brynn	3-6	9781482480306, 9781482480290
Are we alone? : searching for life beyond Earth with the Planetary Society	Betts, Bruce	3-6	9798765668221, 9798765684672
Are we there yet? : the first road trip across the USA	McAnulty, Stacy	K-3	9781665937474, 9781665937481
Ares, god of war	Blair, Joanna	3-6	9781978550841, 9781978550834
Argentina	Lewis, Leigh	3-6	9798895814871, 9798896801863
Aries	Kelly, Jocelyn Paige	3-6	9798895816912, 9798896803294
Aries	Kelly, Jocelyn Paige	3-6	9798895814499, 9798896801481
Arlo Finch in the kingdom of shadows	August, John	5-8	9781713755104, 9781250763228, 9781626728172
Arlo Finch in the kingdom of shadows	August, John	5-8	9781713755104, 9781250763228, 9781626728172
Armadillos	Scheffer, Janie	K-3	9798898800390
Armored Trucks	Richard, Matt	K-3	9781482481488, 9781482481471
Art of the Middle Ages	Lapierre, Yvette	5-8	9781098299750
Art Styles	Cavell-Clarke, Steffi	K-3	9781534570146, 9781534570139
El arte en el antiguo Egipto	Hansen, Grace	K-3	9798384961031, 9798384961451
Artemis Goddess of the Hunt	Braun, Fergus	K-3	9781503879485
Artificial intelligence	Koestler-Grack, Rachel A	K-3	9798896852155, 9798896852575
Asian animals	Borgert-Spaniol, Megan	K-3	9798384970033
Los asombrosos equipos de boxes	Whitcomb, Aidan	3-6	9781645828587, 9781645828921
Asteroids and comets : space-themed recipes	Yates, Jane	3-6	9798895770306, 9798895771471
Asteroids, comets, and meteors	Carser, A. R	K-3	9781098298760, 9798384932567
An astonishing circle : the discovery and denial of the circulatory system	Parrott-Ryan, Maria	5-8	9798765671054, 9798765671061
Astrobiologist	James, India	K-3	9798898800758

Astronauts	Ringstad, Arnold	K-3	9781098298777, 9798384932574
At Home	Day, William	3-6	9781538296486, 9781538296479
At night, they danced	Scott-Miller, Victoria	K-3	9781665927819, 9781665927826
At night, they danced	Scott-Miller, Victoria	K-3	9781665927819, 9781665927826
At School	Day, William	3-6	9781538296516, 9781538296509
At Sea	Singer, Warren	K-3	9781482478112, 9781482478105
Athena, goddess of wisdom	Blair, Joanna	3-6	9781978550872, 9781978550865
Athena Goddess of Wisdom	Braun, Fergus	K-3	9781503879423
Athena : goddess of wisdom and war	Andrews, Elizabeth	3-6	9781098249526
Atlas Moths	Sterling, Krissy	3-6	9781098299392
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Transportation	Spray, Sally	3-6	9781725398283, 9781725398276
The Traveling Mummy of King Tut	Hicks, Dwayne	3-6	9781534553323, 9781534553316
Travis Flies in a Plane	Troupe, Thomas Kingsley	K-3	9798318967269, 9781039892897, 9781039893092
Travis Kelce : all access	Kelley, K. C	3-6	9798368720432, 9781546142768, 9781546142775
Travis Kelce : all access	Kelley, K. C	3-6	9798368720432, 9781546142768, 9781546142775
The treasure of the dinosaurs	Acosta, Alicia	K-3	9788410074323
Tree houses	Rathburn, Betsy	K-3	9798898800307, 9798898802837
Trees	Phillips-Bartlett, Rebecca	K-3	9781534569843, 9781534569836
Los Trenes Bala	Riggs, Kate	K-3	9798895816608, 9798896802983
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Trevor Lawrence	Mattern, Joanne	K-3	9798896854630, 9798896855170
Trevor Lawrence	Mattern, Joanne	K-3	9798896852407, 9798896852827
Trivia About Animals	Miles, Rose	K-3	9781499458411, 9781499458404
Trivia About Food	Miles, Rose	K-3	9781499458442, 9781499458435
Trivia About Space	Miles, Rose	K-3	9781499458473, 9781499458466
Trivia About Sports	Miles, Rose	K-3	9781499458503, 9781499458497
Trivia About Weather	Miles, Rose	K-3	9781499458534, 9781499458527

Troubled waters : a river's journey toward justice	Weatherford, Carole Boston	K-3	9781681198187, 9781547619207
Truck Drivers	Brauer, Ana	K-3	9798896852063, 9798896852483
Truck in the muck	Gholz, Sophia M	K-3	9781534113596
Trucks	Strehle Hartman, Ashley	3-6	9781098299965
Trucks	Worthy, Gavin	K-3	9781978548282, 9781978548275
Truly Tyler	Libenson, Terri	3-6	9781098257200
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The truth about colonial history	Taylor, Charlotte	3-6	9781668851081, 9781978527805, 9781978527782, 9781978527812
The truth about colonial history	Taylor, Charlotte	3-6	9781668851081, 9781978527805, 9781978527782, 9781978527812
Tsukuyomi	Kaiser, Emma	3-6	9781098296001
Tsunamis	Cameron, Naomi	5-8	9781482482140, 9781482482133
El tumulto trebol	Jennings, Terry Catasus	3-6	9798384924043, 9798384924326
El tumulto trebol	Jennings, Terry Catasus	3-6	9798384924043, 9798384924326
Tundra Animals	Becker, Trudy	K-3	9781482481242, 9781482481235
Tundra in danger	Vizcarra, Natasha	3-6	9798368700274, 9781546102168, 9781546102175
A Tunnel Under Our Feet	Yazdani, Sheila	K-3	9798318964664, 9781039890077, 9781039890749
Turkey hunting	Bell, Samantha	5-8	9781098299033
Turkey's Fall Trouble	Silvano, Wendi	K-3	9781662535147
Turning red. Besties 4ever	Leong, Sloane	3-6	9798368772394, 9781545802137, 9781545811535
El turno de John	Barnett, Mac	K-3	9781536250046
Turquoise	Fortescue, Madeleine	3-6	9781538314333, 9781538314326
The turtle of Michigan : a novel	Nye, Naomi Shihab	3-6	9781668887400, 9780063014169, 9780063014176, 9780063014183
Turtles	Biel, Timothy L	3-6	9781645827740
Turtles	Wheeler, Jill C	5-8	9798384970224
Twelve daring grays : a whale migration adventure	Nickum, Nora	K-3	9781536234701, 9781536250992
Twice enslaved : liberty and justice for Henrietta Wood	Castrovilla, Selene	3-6	9781662680748, 9781662680731
Types of Communities	Worthy, Gavin	K-3	9781534569966, 9781534569959
U.s. Flag	Parman, Gail	K-3	9781499458206, 9781499458190
The U.S. Mint	Koestler-Grack, Rachel A	K-3	9798893048148, 9798898800024

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Title	Author	Gr / Il	Isbn
12 Animales Espeluznantes Con Habilidades Extraas	Storm, Marysa	5-8	9781645828730, 9781645829072
12 careers that create animation	Hatalla, Meghan	5-8	9781645826422, 9781645826620
12 careers that create art & design	Ventura, Marne	5-8	9781645826439, 9781645826637
12 careers that create movies & tv	Hatalla, Meghan	5-8	9781645826446, 9781645826644
12 careers that create music	Ventura, Marne	5-8	9781645826453, 9781645826651
12 careers that create video games	Hatalla, Meghan	5-8	9781645826460, 9781645826668
12 careers that create visual effects	Hatalla, Meghan	5-8	9781645826477, 9781645826675
12 carreras que crean animacion	Hatalla, Meghan	5-8	9781645828648, 9781645828983
12 carreras que crean arte y diseno	Ventura, Marne	5-8	9781645828655, 9781645828990
12 carreras que crean cine y television	Hatalla, Meghan	5-8	9781645828662, 9781645829003
12 carreras que crean efectos visuales	Hatalla, Meghan	5-8	9781645828693, 9781645829034
12 carreras que crean musica	Ventura, Marne	5-8	9781645828679, 9781645829010
12 carreras que crean videojuegos	Hatalla, Meghan	5-8	9781645828686, 9781645829027
12 Creepy Tales of Urban Legends	Storm, Marysa	5-8	9781645826484, 9781645826682
12 Cuentos Aterradores De Famosos Fantasmas	Storm, Marysa	5-8	9781645828723, 9781645829065
12 Cuentos Emocionantes De Misterios Antiguos	Storm, Marysa	5-8	9781645828778, 9781645829119
12 Cuentos Escalofriantes De Leyendas Urbanas	Storm, Marysa	5-8	9781645828709, 9781645829041
12 Cuentos Escalofriantes De Lugares Embrujados	Storm, Marysa	5-8	9781645828761, 9781645829102
12 Cuentos Escalofriantes De Monstruos Aterradores	Storm, Marysa	5-8	9781645828747, 9781645829089
12 Cuentos Sorprendentes De Encuentros Con Extraterrestres	Storm, Marysa	5-8	9781645828754, 9781645829096
12 eerie stories of unsolved mysteries	Storm, Marysa	5-8	9781645826491, 9781645826699
12 Haunting Tales of Notorious Ghosts	Storm, Marysa	5-8	9781645826507, 9781645826705

12 Historias Misteriosas De Enigmas Sin Resolver	Storm, Marysa	5-8	9781645828716, 9781645829058
12 scary animals with creepy abilities	Storm, Marysa	5-8	9781645826514, 9781645826712
12 Scary Tales of Terrifying Monsters	Storm, Marysa	5-8	9781645826521, 9781645826729
12 Shocking Tales of Alien Encounters	Storm, Marysa	5-8	9781645826538, 9781645826736
12 Spooky Tales of Haunted Places	Storm, Marysa	5-8	9781645826545, 9781645826743
12 Thrilling Tales of Ancient Mysteries	Storm, Marysa	5-8	9781645826552, 9781645826750
7 Habits Of Highly Effective Teens : The Graphic Novel	Covey, Sean	7-12	9781668024942
7 Habits Of Highly Effective Teens : The Graphic Novel	Covey, Sean	7-12	9781668024942
A fate so cold	Foody, Amanda	YA	9798318956010, 9781250873156, 9781250873170, 9781250873163
A Green Velvet Secret	Grant, Vicki	5-8	9781516084937, 9780735270121, 9780735270145, 9780735270138,9781774883310
A night for mischief	Finley, Allison	5-8	9798368795348, 9781459840867, 9781459840881
A time traveler's history of tomorrow	Kulper, Kendall	YA	9780823458295, 9780823463558
Action-Adventure Video Games	O'Neal, Ciara	YA	9781678214067
Adoption and Rescuedogs	Ashwell,cole	YA	9781422250761
Advanced weaponry in the military	Henzel, Cynthia Kennedy	YA	9781678214180
AI and education	Lerose, Robert	YA	9781678212902
AI and entertainment	Streissguth, Thomas	YA	9781678212926
AI and medicine	McKinney, Donna B	YA	9781678212940
AI and the military	McKinney, Donna B	YA	9781678212964
AI and the workforce	Pedersen, Traci Steckel	YA	9781678212988
AI impact on business	Quinn, Jamie	3-6	9781668980552, 9781668981818
AI impact on coding	Quinn, Jamie	3-6	9781668980569, 9781668981825
AI impact on education	Quinn, Jamie	3-6	9781668980576, 9781668981832
AI impact on medicine	Quinn, Jamie	3-6	9781668980583, 9781668981849

AI impact on sports	Quinn, Jamie	3-6	9781668980590, 9781668981856
AI impact on transportation	Quinn, Jamie	3-6	9781668980606, 9781668981863
Ai in the Military	Kulz, George Anthony	YA	9781678214203
AI innovators	Allen, John	YA	9781678213107
Air Traffic Controller	Morkes,andrew	YA	9781422250976
Air traffic controller	Reeves, Diane Lindsey	3-6	9781668980613, 9781668981870
Alex, by proxy	Cantor, Karen Myna	YA	9780823461165, 9780823465286
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All that Chandni knows	Patel, Khushboo	5-8	9798217004485, 9798217004508,9798217280131
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Alligator Ruler of the Swamp	Lundgren, Julie K	5-8	9781668980811, 9781668982075
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Ancient tomb robbery	Baumann, Kristoffer	3-6	9798898801212
Animals	Faust, D. R	5-8	9798895779590
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Applying and Interviewing for Jobs	Ketner, Carla	YA	9781678214388
Are UFOs real?	Carroll, Brynn	3-6	9781482480306, 9781482480290
Armenia	Morlock, Rachael	3-6	9781502677228
Art of the Middle Ages	Lapierre, Yvette	5-8	9781098299750
Artificial Intelligence 101	Havelka,jacqueline	YA	9781422250556
Astonishing Circle : The Discovery And Denial Of The Circulatory System	Parrott-Ryan, Maria	7-12	9798348000530
Avalanches	Cameron, Naomi	5-8	9781482481990, 9781482481983
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Banana Ball League rules	Streeter, Anthony	5-8	9798384941682
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BASE jumping	Koestler-Grack, Rachel A	3-6	9798898800956
Baseball Memorabilia	Beattie, Charlie	5-8	9781098299682
Basketball	Bach,greg	YA	9781422250488
Basketball Memorabilia	Bates, Greg	5-8	9781098299699
Battle born	Clarke, Cassandra Rose	YA	9781987156164
Battle Royale Video Games	Marquardt, Meg	YA	9781678214081
Be Yourself And Other Bad Advice : A Teen Girl's Guide To Un	Walker, Meredith	7-12	9781523525034
Bear hunting	Kaiser, Emma	5-8	9781098298999

Become a clinical laboratory technician	Downs, Mike	YA	9781678214586
Become a heavy equipment operator	Rea, Amy C	YA	9781678214609
Become a paralegal	Rea, Amy C	YA	9781678214647
Become a welder	Mooney, Carla	YA	9781678214661
Become an HVAC technician	Mooney, Carla	YA	9781678214623
Beth Is Dead	Bernet, Katie	7-12	9781665988711
Beyonce	Morgan, Graham	5-8	9798895815113, 9798896802105, 9798895817193, 9798896803577
Beyond Belief	Ripley's Entertainment	YA	9781422251188
Bianca Belair	Duling, Kaitlyn	3-6	9798898801083, 9798898802325
Big Nate. No harm done!	Peirce, Lincoln	3-6	9798368781433, 9798881602413, 9798881604837
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Billie Eilish	Rubenstein, Cate	5-8	9798895815120, 9798896802112
Bird's Nest	Whitcomb, Aidan	5-8	9798895815014, 9798896802006
Black bear hunting	Troup, Roxanne	3-6	9798898800925
Black holes : the great mystery of the universe	Nardo, Don	YA	9781678213282
BMX	Langdo, Bryan	3-6	9798898800963
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Buried Feelings	Rosewater, Kit	7-12	9798217033034
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Business jobs in sports	Morris, Heather C	YA	9781678214289
Butt or face? Vol. 3,Super gross butts	Lavelle, Kari	K-3	9781464233036
Butt or face? Vol. 4,Ador-a-butts!	Lavelle, Kari	K-3	9781464233067
Butt or face? Vol. 5,Rainbow butts	Lavelle, Kari	K-3	9798886083767
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Can AI be controlled?	Allen, John	YA	9781678213121
Captain America & Volstagg	Straczynski, J. Michael	YA	9781098257828
Car Mechanic	Morkes,andrew	YA	9781422250921
Careers for people who learn by doing	Currie-McGhee, Leanne	YA	9781678213305
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Cheer tryouts and training	Banks, Anita	5-8	9781098293512, 9798384912781
Chef	Morkes,andrew	YA	9781422250938
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Controversial World Cup Matches	Beattie, Charlie	YA	9781678214746
Cool Creations	Ripley's Entertainment	YA	9781422251157
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Creative jobs in sports	Bode, Heather L	YA	9781678214302
Creepy urban legends	Marcovitz, Hal	YA	9781678213329
Crisis Management	Morkes,andrew	YA	9781422251041
Curious Creatures	Ripley's Entertainment	YA	9781422251164
Cursed Princess Club : a most unusual princess	Knudsen, Michelle	YA	9781998341849, 9781834110189
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Developing digital literacy	Pedersen, Traci Steckel	YA	9781678214500
Developing financial literacy	Bell, Samantha	YA	9781678214524
Discover Buddhism	Kelly, Christa	YA	9781678213862
Discover Christianity	White, Kelly Anne	YA	9781678213886
Discover Hindusim	Clendenan, Megan	YA	9781678213909
Discover Islam	Wilson, Libby	YA	9781678213923

Discover Judaism	Kaiser, Emma	YA	9781678213947
Diseases Without Borders : Plagues, Pandemics, And Beyond	Zimmer, Marc	7-12	9798348000264
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Disney princess. Follow your heart	Mebberson, Amy	3-6	9781098258108, 9781098258269
Doctor Doom & Rocket Raccoon	Straczynski, J. Michael	YA	9781098257835
Dog Ownership 101	Peters,jackson	YA	9781422250778
Dollywood	Davies, Monika	3-6	9798898801021, 9798898802264
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Dua Lipa	Jones, Casey Dw	5-8	9798895815137, 9798896802129
Ea Sports Fc Pro Gaming	Douglas, Max	5-8	9781098299590
Earthquakes	Cameron, Naomi	5-8	9781482482027, 9781482482010
Economics Made Easy	Miles-Kingston, Jan	5-8	9781978549159, 9781978549142
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Edge Of Spider-Verse : Bleeding Edge	Slott, Dan	7-AD	9781302953386
Education and Careers in Artificial Intelligence	Havelka,jacqueline	YA	9781422250563
Electronic Music	Schwartz, Heather E	5-8	9798898801243, 9798898802486
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Exploring AI engineering careers	Currie-McGhee, Leanne	YA	9781678212803
Exploring biomedical engineering careers	Dougherty, Terri	YA	9781678212827
Exploring Buddhism	Nardo, Don	YA	9781678213183
Exploring careers in the digital creator economy	Kallen, Stuart A	YA	9781678213367
Exploring chemical engineering careers	Roland, James	YA	9781678212841
Exploring Christianity	Nardo, Don	YA	9781678213206

Exploring civil engineering careers	Mooney, Carla	YA	9781678212865
Exploring Hinduism	Nardo, Don	YA	9781678213220
Exploring Islam	Robson, David	YA	9781678213244
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Exploring mechanical engineering careers	Nakaya, Andrea C	YA	9781678212889
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Finding a first job	Havemeyer, Janie	YA	9781678214401
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Fortnite Pro Gaming	Lilley, Matt	5-8	9781098299613, 9798384934639
Four lives remain. Tatsuya Endo before spy x family	Endo, Tatsuya	YA	9781974752607, 9781974753925
Friedel and Gina : a true story of sisterhood and survival during the Holocaust	Dronfield, Jeremy	5-8	9780063355743, 9780063355767
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From paper map to GPS : evolution of geographic tools.		5-8	9781541986510, 9781541955059
From paper map to GPS : evolution of geographic tools.		5-8	9781541986510
Fungi	Faust, D. R	5-8	9798895779606
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Game-Changing Concept Cars	Merritt,casey	YA	9781422250679
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Gen Z and Gen Alpha : young Americans navigating an uncertain future	Currie-McGhee, Leanne	YA	9781678213428
Getting Around	Ripley's Entertainment	YA	9781422251133
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Girl from the ashes	Brown, India Hill	3-6	9781546116400, 9781546116424
Glasses with a chance of delinquent. 1	Naruki	YA	9798891605978, 9798895614785
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Global Carmakers	Merritt,casey	YA	9781422250662
Gloriosos rivales : el amor es un juego peligroso	Barnes, Jennifer Lynn	YA	9788427249479, 9788427249776,9788427252899
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Going deep-sea fishing	Peters, Felix	5-8	9781482482539, 9781482482522

Going duck hunting	Peters, Felix	5-8	9781482482560, 9781482482553
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The Columbine Effect --A Tragedy That Changed America Forever	Havelka,jacqueline	YA	9781422251096
The Crime Scene Puzzle	McKinney, Donna	3-6	9798898800840
The Dark Side of Artificial Intelligence	Havelka,jacqueline	YA	9781422250570
The drawing encyclopedia	Rebman, Nick	5-8	9798384970088
The Dream Thieves : The Graphic Novel	Stiefvater, Maggie	8-12	9780593621240
The Dust Bowl	Martin, Emmett	3-6	9781978547087, 9781978547070
The FIFA Women's World Cup	McDougall, Chros	YA	9781678214760
The fish family	Monroe, Alex	5-8	9798898801304
The Future of Video Gaming	Streissguth, Tom	YA	9781678213404
The gardening encyclopedia	Sonneborn, Liz	5-8	9798384970095
The gilded blade	Barnes, Jennifer Lynn	YA	9780316593083, 9780316593427,9781668655702
The graveyard book	Gaiman, Neil	5-8	9780329804206, 9780060530921, 9780060530945,9780062081551,9780063089686, 9780061707391,9780061972652,9780062363565
The graveyard book. Volume 1	Russell, P. Craig	5-8	9781489893369, 9780062194817, 9780062194824, 9780062312556
The Great Depression	Martin, Emmett	3-6	9781978547117, 9781978547100
The greatest World Cup matches	Hanlon, Luke	YA	9781678214685
The Greatest World Cup Players	Beattie, Charlie	YA	9781678214708
The greatest World Cup teams	McDougall, Chros	YA	9781678214722
The Gulf War	Anderson-Easthouse, Jer	YA	9781678213985
The history of genocide	Nardo, Don	YA	9781678213442
The Hollywood war film : critical observations from World War I to Iraq	Binns, Daniel		9781783207541
The horse family	Golkar, Golriz	5-8	9798898801311
The Houston Astros	Stewart, Mark	YA	9781978579316, 9781978579309
The Human Life Cycle	Hibbert, Clare	5-8	9798895779712
The keyboard encyclopedia	Rossiter, Brienna	5-8	9798384970149
The Korean War	Sonneborn, Elizabeth	YA	9781678214005

The Legend of Zelda	Ringstad, Arnold	YA	9781098299323, 9798384934349
The Los Angeles Dodgers	Stewart, Mark	YA	9781978579347, 9781978579330
The Louisiana Purchase	O'Dowd, Della	5-8	9798895779668
The Louvre Heist --The Stolen Crown Jewels	Havelka,jacqueline	YA	9781422251072
The magic & card trick encyclopedia	Stickney, Laura	5-8	9798384970101
The Mexican-American War	O'Dowd, Della	5-8	9798895779675
The Middle Ages	Lanser, Amanda	5-8	9781098299774
The Milwaukee Brewers	Stewart, Mark	YA	9781978579378, 9781978579361
The Nervous and Digestive Systems	Hibbert, Clare	5-8	9798895779729
The New York Mets	Stewart, Mark	YA	9781978579408, 9781978579392
The New York Yankees	Stewart, Mark	YA	9781978579439, 9781978579422
The Oregon trail	O'Dowd, Della	5-8	9798895779682
The origami encyclopedia	Richmond, Marley	5-8	9798384970118
The Panama Canal	Martin, Emmett	3-6	9781978547148, 9781978547131
The percussion encyclopedia	Burling, Alexis	5-8	9798384970156
The Philadelphia Phillies	Stewart, Mark	YA	9781978579460, 9781978579453
The Reality Of Recycling	Kallen, Stuart A	7-12	9781678212476
The Red Car to Hollywood	Liu, Jennie	5-8	9798348066871
The Respiratory and Cardiovascular Systems	Hibbert, Clare	5-8	9798895779736
The Savannah Bananas	Riccardi, Noah	5-8	9798384941705
The Shard	Dittmer, Lori	5-8	9798895815052, 9798896802044
The Skeletal and Muscular Systems	Hibbert, Clare	5-8	9798895779743
The solar system : new discoveries, new insights	Roland, James	YA	9781678213565
The Spanish-American War	Martin, Emmett	3-6	9781978547179, 9781978547162
The St. Louis Cardinals	Stewart, Mark	YA	9781978579491, 9781978579484
The stories of Edgar Allan Poe	King, Stacy	YA	9781947808997
The string encyclopedia	Rossiter, Brienna	5-8	9798384970163
The suffragist playbook : your guide to changing the world	Robb, Lucinda	YA	9781668843550
The tale of the vanishing circus	Cottingham, Kayla	5-8	9781419763540
The Transcontinental Railroad	Martin, Emmett	3-6	9781978547209, 9781978547193
The Velvet Knife	Johnson, Maureen	8-12	9780063256033
The Vietnam War	Anderson-Easthouse, Jer	YA	9781678214029
The War on Terror	Hudak, Heather C	YA	9781678214043
The Wit and Wisdom of Spider-Man	Pearlman, Robb	AD	9781400346646

The woodwind encyclopedia	Edwards, Sue Bradford	5-8	9798384970170
Therapy Dogs	Briggs,hadley	YA	9781422250785
Thousands of golden mummies	Baumann, Kristoffer	3-6	9798898801229
Throwbacks & Traditions	Ripley's Entertainment	YA	9781422251171
Toads	Gish, Melissa	5-8	9798318944079
Tornadoes	Cameron, Naomi	5-8	9781482482119, 9781482482102
Tracking andHuntingYour Prey	Crane,jasper	YA	9781422250747
Traitors' Nest	Hardinge, Frances	8-12	9798896844969
Trapped	Mckenzie, Sophie	8-12	9781454962861
Tribute Akira Toriyama, The Genius Behind Dragon Ball	Cicarini, Igor	5-8	9781966879312
Tsunamis	Cameron, Naomi	5-8	9781482482140, 9781482482133
Turkey hunting	Bell, Samantha	5-8	9781098299033
Turtles	Wheeler, Jill C	5-8	9798384970224
Ukraine	Kennon, Caroline	5-8	9781502677242
Ultimate Trucks	Merritt,casey	YA	9781422250686
Understanding Alzheimers Disease	Nakaya, Andrea C	YA	9781678213749
Understanding Anxiety and Panic Attacks	Steffens, Bradley	YA	9781678213763
Understanding the Teenage Brain	Roland, James	YA	9781678213787
Universal Studios	Davies, Monika	3-6	9798898801069, 9798898802301
Unplugged : why some teens are cutting back on social media	Currie-McGhee, Leanne	YA	9781678213800
Upland bird hunting	Bell, Samantha	5-8	9781098299040
Urban legends	Mooney, Carla	YA	9781098299279
Vega's Piece of the Sky	Torres, Jennifer	3-6	9798368794501, 9780316471367, 9780316534031, 9780316534239,9781668641194
Vertebrates	Faust, D. R	5-8	9798895779644
Volcanic Eruptions	Cameron, Naomi	5-8	9781482482171, 9781482482164
Volleyball	Bach,greg	YA	9781422250525
Waiting On A Miracle : A Twisted Tale	Fajardo, Anika	7-12	9780736447621
Wake Now In The Fire : A Story Of Censorship, Action, Love, And Hope	Dapier, Jarrett	8-12	9780593838037
Wake Now In The Fire : A Story Of Censorship, Action, Love, And Hope	Dapier, Jarrett	8-12	9780593838051
Walt Disney Concert Hall	Dittmer, Lori	5-8	9798895815069, 9798896802051
Walt Disney World	Davies, Monika	3-6	9798898801014, 9798898802257

Water buffalo vs. dhole pack	Sommer, Nathan	3-6	9798898801168, 9798898802752, 9798898802400
Waterfowl hunting	McKinney, Donna B	5-8	9781098299057
Weird science : bizarre experiments and strange discoveries	Kallen, Stuart A	YA	9781678213824
Weird Waters	Ripley's Entertainment	YA	9781422251119
Welder	Reeves, Diane Lindsey	3-6	9781668980682, 9781668981948
What Are the Challenges of Developing Ai?	Pedersen, Traci	YA	9781678213169
What Happened at the Battle of Inchon?	Harvey, Paige	5-8	9781482482232, 9781482482225
What happened at the battle of Little Bighorn?	Harvey, Paige	5-8	9781482482263, 9781482482256
What happened at the battles of Lexington and Concord?	Harvey, Paige	5-8	9781482482294, 9781482482287
What Happened During the Normandy Invasion?	Harvey, Paige	5-8	9781482482324, 9781482482317
What Happened During the Tet Offensive?	Harvey, Paige	5-8	9781482482355, 9781482482348
What happened in the battle of Gettysburg?	Harvey, Paige	5-8	9781482482386, 9781482482379
What Happened in the Battle of Midway?	Harvey, Paige	5-8	9781482482416, 9781482482409
What happened in the battle of San Juan Hill?	Harvey, Paige	5-8	9781482482447, 9781482482430
Where does our food come from? : kids explore farming, land, and the environment	Knutson, Julie	3-6	9781668980729, 9781668981986
White Water Rafting	Schrader, Zoey	5-8	9781098299194
Who Decides What We Eat at School? Students, Power, and Cafeteria Change	Knutson, Julie	3-6	9781668980736, 9781668981993
Who Has Food? Kids Take Action on Hunger and Food Access	Knutson, Julie	3-6	9781668980743, 9781668982006
Wild hog hunting	Forest, Christopher	5-8	9781098299064
Wildfires	Cameron, Naomi	5-8	9781482482201, 9781482482195
Windsurf	Tischler, Joe	5-8	9798895817360, 9798896803744
Wingsuit Flying	Schrader, Zoey	5-8	9781098299200
Witchlight	Dennard, Susan	8-12	9781250194190
Women in Chemistry	Morkes,andrew	YA	9781422250822
Women in Engineering	Morkes,andrew	YA	9781422250839
Women in Environmental Sciences	Morkes,andrew	YA	9781422250846
Women in Information Technology	Morkes,andrew	YA	9781422250853
Women in Medicine	Morkes,andrew	YA	9781422250860
Women in Physics	Morkes,andrew	YA	9781422250877
Women in Space Exploration	Morkes,andrew	YA	9781422250884

Women Inventors	Morkes,andrew	YA	9781422250891
World of Wonder	Ripley's Entertainment	YA	9781422251140
Your Throne Volume Three	Sam	YA	9798368792958, 9781998341252

High School Book List - October 2026

Title	Author	GR/IL	ISBNs
12 seconds of silence : how a team of inventors, tinkerers, and spies took down a Nazi superweapon	Holmes, Jamie	AD	9780358508632, 9781328459855
The 7 Habits of Highly Effective Teens A Graphic Novel	Covey, Sean	AD	9781668024928
Ace of spades	Abike-Iyimide, Faridah	YA	9798368700786, 9781250800800, 9781250800824
Adventure is out there! : what if it was Ellie who went up to Paradise Falls?	Braswell, Liz	YA	9798318911187, 9781250347657, 9781250423399, 9780736447874,9798217297726
The Age of Fury	Stephens, John	YA	9781668068458, 9781668068519
And they were roommates	Powars, Page	YA	9781250862037, 9781250862044, 9781250347640
Angel down	Kraus, Daniel	AD	9781644453698, 9781668068526
Anger Is Only a Shadow	Acevedo, Elizabeth	YA	9798368783734, 9781250262974, 9781250262981, 9780062882813
As I dream of you	Lee, Jennifer	YA	9798318948794, 9780593858707, 9780593858714, 9781250461001
Ashes at the Altar	Williams, Ladarrion	YA	9798899480409, 9780593712030
ATV Riding	Whitcomb, Aidan	YA	9780593306635, 9780593306666
Augusta Pine does not exist	Lloyd-Jones, Emily	YA	9780593437957, 9781250410542
Autobiography of Cotton		AD	9798318946332, 9781951874025
Become a diagnostic medical sonographer	Cornell, Kari A	YA	9781464290817, 9781464249617, 9781678208974
Become a licensed practical nurse	Ventura, Marne	YA	9798318956058, 9781250902672, 9781250902696, 9781678208998
Become a paralegal	Rea, Amy C	YA	9781668831489, 9781524701963, 9781524701994
Become a respiratory therapist	Downs, Mike	YA	9798318950575, 9798217033027, 9781678209018

Become a welder	Mooney, Carla	YA	9798318970832, 9780593898161, 9780593898154, 9780593898185
Become an aircraft mechanic	Downs, Mike	YA	9780593405512, 9780593405529, 9781678209032
Become an auto mechanic	Larsen, Ib	YA	9781974716845, 9781678209551
Become an HVAC technician	Mooney, Carla	YA	9798318970931, 9798217027040, 9798217027033, 9798217027064
Behind five willows	Hur, June	YA	9798318913501, 9781546110903, 9781339001593, 9781250348074
Being aro : a collection of aromantic fiction about love, connection, and empowerment		YA	9781250824585, 9781250824592, 9798890034434
Beth Is Dead	Bernet, Katie	YA	9780063285835, 9780063285934, 9781665988711
Better the devil	Brown, Erik J	YA	9781728296203, 9780063338340
A better world is possible : global youth confront the climate crisis	Subramanian, Meera	YA	9781464232985, 9781464227325, 9781250466518
Between sun and shadow	Genn, Laura	YA	9781549077593, 9781627792134, 9781250076977, 9781682639078
The Big Cats Dance Party No. 1 Ladies' Detective Agency (27)	McCall Smith, Alexander	AD	9798893750263
Bite me	Dugan, Jennifer	YA	9798318976704, 9781665977517, 9781665977524, 9780593858721
Black point	West, Jacqueline	YA	9781638588818, 9781665981873
Black River	Cottle, Ruby Jean	YA	9798318969799, 9781665959827, 9781665959810, 9781250451743
Bless Me, Papi	Bonifacio, Ayendy	YA	9781978598584, 9781978598591
Blightfall	Sanderson, Brandon	YA	9781464264832, 9781464249624, 9780593707074
Blood Queen	Raasch, Sara	YA	9798318977695, 9781250378927, 9781250378941, 9781464236181

The bloody and the damned	Coffindaffer, Rebecca	YA	9781464238826, 9781464227288, 9781250344687
Blue Beach	Parsons, Karyn	YA	9781667209692, 9780316575775,9781668657492
The Book of Dust The Rose Field (Book of Dust, Volume 3)	Pullman, Philip	YA	9798318972218, 9780593813881, 9780593813911, 9780593306659,9798217172511
The Book That Broke the World	Lawrence, Mark	AD	9798318949371, 9780593621226, 9780593621233
Borderlands = La frontera : the new mestiza	Anzaldua, Gloria	AD	9781603095464
Bound by fury	Monet, Noelle	YA	9798318957369, 9781454957089, 9781454957096, 9781665979870
The boyfriend	McFadden, Freida	AD	9781538314654, 9781538314647
Brain damage	McFadden, Freida	AD	9780593513651
Breath of the Dragon	Lee, Shannon	YA	9798318975066, 9780063372634, 9780063372641, 9781250902689
Breathless	Niven, Jennifer	YA	9781646050611, 9781524701987
Bridget & Gabe are not okay	Croucher, Lex	YA	9798318971181, 9798217029631, 9798217029655, 9781250404800
Brigands & Breadknives	Baldree, Travis	AD	9798318934858, 9798217024308
Brighter than nine	Tan, June CL	YA	9781534510470, 9781534510463, 9780063283916
Broken dove	Francis, Dani	AD	9798318972249, 9780593710937, 9780593710920, 9780593710951, 9780593875506,9798217279746
Buried feelings	Rosewater, Kit	YA	9780593624456, 9798217033034,9798217295517
But I hate him	Powars, Page	YA	9798318912146, 9781546175261, 9781546175254, 9781250347848

Call of the Dragon	Bowen, Natasha	YA	9781250784162, 9781250784179, 9780593898178,9798217172207
Car : the definitive visual history of the automobile		AD	9798318924156, 9798894143309, 9798894141688, 9780744070026
A catalog of burnt objects	Youngdahl, Shana	YA	9798368705507, 9781649374042,9781649379290, 9781649377371, 9780593405536,9798217019182
Children of Owl	Little Badger, Darcie	YA	9781682638781
City of magic and monsters	Laure, Estelle	YA	9780593658895, 9780593658901, 9781368065559,9798217173938
A clash of carnivores	Sambury, Liselle	YA	9781538314746, 9781538314739, 9781665957410
Cocoon	Kyo, Machiko	YA	9781978598553, 9781978598560, 9781974767465
Coming Home (Adapted for Young Adults)	Griner, Brittney	YA	9781649378774, 9798217027057,9798217158560
Coming out perfect	Mercado, Richard	YA	9798891609235, 9781546110910
Corpse de ballet		YA	9798893730173, 9781250470980
The Corruption of Hollis Brown	Ancrum, K	YA	9798893733587, 9780063285842
The coworker	McFadden, Freida	AD	9780593418918, 9780593418925
The crash	McFadden, Freida	AD	9781302964887
Crooked kingdom	Bardugo, Leigh	YA	9780593622735, 9781627797917
Cry	Valdes, Alisa	YA	9781394156368
The cure for women : Dr. Mary Putnam Jacobi and the challenge to Victorian medicine that changed women's lives forever	Reeder, Lydia	AD	9798318922305, 9781665934442, 9781665934459, 9781250284464
The danger of small things	Lewis, Caryl	YA	9798318936500, 9780593479322, 9780593479353, 9781665977531
The Dangers in My Heart - the Novel (Light Novel)	Nozomi, Kota	AD	9798318913488, 9781546102458, 9781546102441
Daredevil. Cold day in Hell	Soule, Charles	AD	9781250414458, 9781250414472

Dead Girls	Kubrick, Beck	YA	9798318926167, 9781464224614,9781464290480, 9781665959834
A (dead) thing like me	Young, E. G	YA	9798318914140, 9781250344816, 9781250344809, 9780823465347
Deadlock	Gong, Chloe	YA	9798318941498, 9781250831170, 9781250444943
Dear Alien	Lindwasser, Anna	YA	9798318936531, 9781638931027, 9781638933526
Dear Debbie	McFadden, Freida	AD	9781464223815, 9781464221132
Deathless	Kagawa, Julie	YA	9781628860016, 9780369761613
Deathly fates	Tsai, Tesia Tzu-Yun	YA	9798318957208, 9781454968894, 9781454968887, 9781250378934
Diseases without borders : plagues, pandemics, and beyond	Zimmer, Marc	YA	9798318911613, 9781536232790, 9781536242829
The divorce	McFadden, Freida	AD	9780593855669, 9780593855676
Do not disturb	McFadden, Freida	AD	9780593616918, 9780593616932
Doe	Barrow, Rebecca	YA	9798368705460, 9781250845665, 9781250845658, 9798217006342,9798217345021
Dracula	Stoker, Bram	YA	9798318971341, 9780593811023, 9780593811054
The Dragon and the Sun Lotus	Zhao, Amelie Wen	YA	9780452298569, 9780593813904,9798217172139
The dream thieves, the graphic novel. 2	Milledge, Sas	YA	9781464299292, 9780593621240
Dreamover	Diaz, Dani	YA	9781838742515
Drop dead famous	Pearson, Jenny	YA	9798318976971, 9781665970389, 9781665970396, 9798347108527
The Drowning Game	Bowling, Dusti	YA	9781464260919, 9781464227332, 9781454957102
Earths Untouched Places		YA	9798318970023, 9781668217276, 9781668217184

East of Eden (Netflix Tie-In)	Steinbeck, John	AD	9798318941771, 9780593479292, 9780593479285, 9780593479315
Eating ashes : a novel	Navarro, Brenda	AD	9798318937002, 9781368100663, 9781324096092
The electric life of Lavender Lewis	Storti, Kara	YA	9780358659648, 9780358699279, 9781454963912
Eliza, from Scratch	Lee, Sophia	YA	9781725448339, 9780525580034, 9780525580065,9780593177044, 9780063372658
Elpaso	Villegas, Benjamin	AD	9798318924125, 9780316588577, 9780316588560
Empire	Tahir, Sabaa	YA	9780593705063, 9780593705094
The ending you deserve	Stafford, Rebecca	YA	9798318949142, 9780735229440, 9780735229457
Erase Me	Silver, Josh	YA	9781978598614, 9781978598621, 9798217029662,9798217172238
Escape Me	Mafi, Tahereh	YA	9798318963582, 9781971225050
Espiritu	Thomas, Aiden	YA	9781728296180, 9781250894946
Estela, undrowning	Pena-Govea, Rene	YA	9781534510517, 9781534510500, 9780063429970
Evamar	Engle, Margarita	YA	9781464279898, 9781665988094
Everything comes back to you	Khalilieh, Jackie	YA	9798318977046, 9781665950626, 9781665950633, 9781774884799,9781774884867
Everything New Again (Deluxe, Limited Edition)	Watson, Renee	YA	9798888778456
Everything's Not Lost	Joseph, Frederick	YA	9781603095808, 9798217347933
Evie and her nightmares	Zappia, Francesca	YA	9781509550128, 9781509550135
An expanse of blue	Adams, Kauakanilehua Mahoe	YA	9780593537619, 9780593685778, 9780063417977
False Face!	Galarza, Josh	YA	9781302961008
The False Vow	Gregovic, Lydia	YA	9780063278073, 9780063278080

The Faraway Inn	Durst, Sarah Beth	YA	9780525620785, 9780525620808, 9798217024315,9798217172177
Fascism in Modern Politics	Winter, Garrett	YA	9781409446965
Fathom Fall	Cerilli, Matteo L	YA	9781516075799, 9788483438053, 9781547616534
Few blue skies	Ixta, Carolina	YA	9781476678597, 9780063287938
The Fight of Our Lives Aids in America	Levithan, David	YA	9781302964924, 9780593710944,9798217172368
Fight Song	Van Brunt, Kirk	YA	9781534510531, 9781534510524, 9781774887608
Find my way down to you	Winters, Julian	YA	9798318967696, 9781250392855, 9781250440693, 9780593624449,9798217342464
Flickerstate	Davidson, F. A	YA	9781982144210, 9781982144227, 9781464266201
Float. Volume 2	Marchant, Kate	YA	9798318975530, 9780063212848, 9780063212855
Foreigners	Shen, E. L	YA	9798318971747, 9781368099080, 9781368119856, 9780063238022
Forgive-Me-Not	Costa, Mari	YA	9798318956201, 9781250334817, 9781250334831, 9781250466556
The forgotten lore	Peterfreund, Diana	YA	9781947976719, 9781668654774,9798894141695
Fourth wing	Yarros, Rebecca	AD	9798318907906, 9781459841963, 9781649374080
Freddie and Stella got hot	Horne, Maggie	YA	9798368782157, 9781665947138, 9781665947145, 9781250377357
The Free Verse	Delali, Adjoa	YA	9798318921780, 9781665951906, 9781665951913
The Free Verse Society	Adjoa, Delali	YA	9798318975592, 9780063024748, 9780063024755, 9781682638996
Funerals are for the living	Ellis, Sami	YA	9781728296197

Fustuk	Apelian, Robert Mgrdich	YA	9781537972848, 9780544462229, 9780544938397, 9798217052158
The Future of Space Exploration		YA	9798318932977, 9781250333902
The Game of Oaths	Bandreddi, S. C	YA	9798318960406, 9781728297903, 9781464293139,9781728297934, 9781536254303
Get a Grip	Shelton, Alyson	YA	9798368784113, 9781773219530, 9781773219547
The gilded blade	Barnes, Jennifer Lynn	YA	9798318967702, 9781250342300, 9781250342324, 9780316593427,9781668655702
Gingerbread bones	Lovise, Lindsay	YA	9798318957772, 9786073919197
Glasses with a Chance of Delinquent Vol. 2	Naruki	AD	9798318933035, 9781250376060, 9781250376053, 9798895619070
Glasses with a Chance of Delinquent Vol. 3	Naruki	AD	9781725421219, 9780525566526, 9798897652402
Glasses with a Chance of Delinquent Vol. 4	Naruki	AD	9780802160935, 9798897658800
The god of the woods	Moore, Liz	AD	9781464227295, 9780593418932,9780593867808
Gods & comics	Cho, Kat	YA	9781536248302, 9781536256789, 9780593406823,9798217281046
The gods will sing our song	Krause, Autumn	YA	9781524763558, 9781524763565, 9798217027682,9798217351633
Godzilla's (70th Anniversary)	Jones, Joelle	AD	9781665954891
Godzilla Vs. the Marvel Universe	North, Ryan	AD	9780593859032
Golden flight	Ali, S. K	YA	9781302963354, 9780593531280,9798217348510
Goldenborn	Lieb, Ama Ofosua	YA	9780744311273, 9781546147497
Good luck, babe!	Baldwin, Erin	YA	9798318956232, 9781250348920, 9781250348937, 9780593622742,9798217342471

A great and powerful tyranny	Carbol, Victoria	YA	9781566894425, 9798890034892
Guitar chords for dummies	Polin, Antoine	AD	9798318909856, 9781772273601, 9781394156382
The hallow hunt	Fuston, Margie	YA	9798368749792, 9781546110187, 9781546110163, 9781665934466
The hanging bones	Tesch, Elle	YA	9798318977336, 9781665960694, 9781665960700, 9781250379757
The Harrow Home for Wayward Girls	Spotswood, Jessica	YA	9798765627693, 9798765627709, 9781250432308
Hawk & Sparrow	Gray, Ayana	YA	9798318975776, 9780063419056, 9780063419063,9780063594647, 9781250411242
The healers of Harlem : the black women who changed medicine forever	Chhita, Nina	YA	9781250776259, 9780593620090,9798217342587
The heart of the world	Kaufman, Amie	YA	9798368794297, 9780316585699, 9780316585675, 9780593479346
The heart trials	Elle, J	YA	9798318946028, 9780062888877, 9780062888884, 9798217238231,9798217350780
Hearts on the Table	Metallo, Susan	YA	9781974728947, 9781536255898
Heartstopper. Volume 6	Oseman, Alice	YA	9781974732142, 9781546102465
Heiress of nowhere	Lee, Stacey	YA	9781974732197, 9781665978989
The heirs	Abike-Iyimide, Faridaha	YA	9781974733965, 9781250327000
Hell to pay	Johnson, Lora Beth	YA	9781974734412, 9780593856536,9798217342396
Her name in the sky	Quindlen, Kelly	YA	9798368792712, 9781984863393, 9781984863409, 9781250414465
Her Rising Flame	O'Sullivan, Cliodhna	YA	9781538314593, 9781538314586
His face is the sun	Corpora, Michelle Jabes	YA	9781538314685, 9781538314678, 9781464224591

Hollow magic	Lauderbaugh, Mars	YA	9798318925948, 9781250290823, 9781250290847, 9781250494498
Holy Terrors	Owen, Margaret	YA	9781250400932, 9781250334602
Honeysuckle and bone	Tobias, Trisha	YA	9780063570269, 9780063570252, 9781638931034
Honor	Mariichyn, Nataliia	YA	9798888774267, 9781662621093
The House of Gardenias	Caas, Isabel	YA	9798318943560, 9780063258808, 9780063258815,9780063482135
The housemaid is watching	McFadden, Freida	AD	9781250851161, 9781250851178
The housemaid's wedding : a housemaid novella	McFadden, Freida	AD	9780593875469, 9780593875483
How to be normal	Crawford, Ange	YA	9781518143830, 9781627792127, 9781250076960
How to be okay when nothing is okay : tips and tricks that kept me alive, happy, and creative in spite of myself	Lawson, Jenny	AD	9781538314623, 9781538314616, 9780593833223,9798217283224
How to Survive a Horror Sequel	Dunmore, Scarlett	YA	9798368760162, 9781838749309, 9781913123208
How to survive the end of the world : a graphic exploration of how to (maybe) avoid extinction	Doughty, Katy	YA	9798318933431, 9781525311451, 9781536253665
Huda F Would Love You? A Graphic Novel	Fahmy, Huda	YA	9798318923623, 9781499818291, 9781499818284
I Am the Cage	Grant, Allison Sweet	YA	9798318909955, 9781250896742, 9781250896735, 9780593616925,9780593793879
I'd rather burn than bloom	Rogers, Shannon C. F	YA	9798318942419, 9798217231591, 9798217231607, 9781250845672
I Don't Wish You Well	Emill, Jumata	YA	9798888774380, 9780593811047,9798217172313
I want my MTV : the uncensored story of the music video revolution	Tannenbaum, Rob	AD	9780316374880, 9780316374989, 9781101526415
If we never end	Namey, Laura Taylor	YA	9781464289774
If we survive the night	Salazar, Jo	YA	9781534510494, 9781534510487, 9781464299308

Immortal game	Saft, Allison	YA	9798318923678, 9781534495869, 9781534495852, 9781250404770
In the country I love	Al-Barkawi, Alaa	YA	9798318943379, 9780063254534, 9780063254527, 9781682639054
In Waves	Dungo, Aj	YA	9798855430646
Infernal Vow (Standard Edition) : Infernal Vow	Girma, Tigest	YA	9798855437799
Infinite Shores	Lacelle, Pascale	YA	9798318949975,9798318965869, 9781546171461,9798225019280, 9781546171607,9798225088347, 9781665970402
The introvert's guide to kissing in Europe	Janowitz, Brenda	YA	9781464247484, 9781464227301
The intruder	McFadden, Freida	AD	9798368752372, 9781419765582, 9781419765575
Iron flame	Yarros, Rebecca	AD	9781464238819, 9781464227318
Iron tongue of midnight	Williams, Brittany N	YA	9780593237144, 9780593237168
The Island --The Making and Unmaking of Modern Puerto Rico	Gutierrez, Gabe	AD	9798318941405, 9780374391690, 9781250906595
Isle of teeth	Barbosa, Tessa	YA	9798318956324, 9781547611119, 9781547621316
The Isles of the Gods	Kaufman, Amie	YA	9780374617318, 9781250437976, 9780593479308
It lurks in the night	Dass, Sarah	YA	9781782695721, 9781368100885
It's Not Over Yet	Hussain, Salma	YA	9798318975950, 9780063093331, 9780063093348
It's not summer without you	Han, Jenny	YA	9781665948678, 9781665948685
Jet Skiing	Whitcomb, Aidan	YA	9798318947551, 9780823458363, 9780823464050
Jin Young, in between	Oh, Ellen	YA	9798318949500, 9780593698600, 9780593698617, 9780593126004,9798217295531

Jupiter rising	Schmidt, Gary D	YA	9798318947704, 9781536233469, 9781536253146, 9780358659549
Just another dead boy	McCaughrain, Kelly	YA	9798318975967, 9780063372573, 9780063372580, 9781536254266
Just between us	Kon, Adeline	YA	9781774884089, 9781774884102, 9780593696996
Just mercy : adapted for young adults : a true story of the fight for justice	Stevenson, Bryan	YA	9798318951510, 9780593809181, 9780593809198, 9780525580058,9780525635918
King of nothing	Lessore, Nathanael	YA	9798318963520, 9780571388219, 9780316588638,9781668654521
Lady knight	Howard, Amalie	YA	9781978598522, 9781978598539, 9780593705087
Landing in place : a graphic novel	Hamdy, Sherine	YA	9781454962861, 9780593619230
Left on read	Eller, Marissa	YA	9781978598492, 9781978598508, 9780823465033
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Light Me Up	Williams, C.h	YA	9781538314715, 9781538314708
Little Mice	Crowe, Tara	YA	9798318952975, 9781665982221, 9781665982214
Local gods	Salisbury, Melinda	YA	9798368783703, 9781250884237, 9781250884220, 9798347101474
The locked door	McFadden, Freida	AD	9798318967719, 9781250359933, 9781250463296
The Loneliness Epidemic	Orr, Tamra	YA	9780765387523, 9780765387530
Look What You Did	Reilly, Kaitlin	YA	9781538780497,9781538784051, 9781464279904
Love goes viral	Stochitch, Camille	YA	9798318945267, 9780593838044, 9780593838037, 9781665950640

The lovers, the liars, and me	Davis, DeAndra	YA	9781464264849, 9781464249600, 9781665952705
Luca the dragon vet. 1	Hirasawa, Yuna	AD	9781464233005, 9781464227271
Lucy Kline, Necromancer	O'Donnell, Tom	YA	9781419756894, 9781419756900
Luna Express	Whyte, Campbell	YA	9780593899168, 9780593899199
Maps as Media	Gekker, Alex	AD	9798368765150, 9781665983242
Martyr!	Akbar, Kaveh	AD	9781631496080, 9781324099383, 9780593537626,9780593824573
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A matter of murder	Price, Tirzah	YA	9798318967498, 9781250357175, 9781250463654, 9780063278097
The medicine book	Parker, Steve	AD	9780593625484, 9780593625507, 9780744044683
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Mexican Gothic	Moreno-Garcia, Silvia	AD	9798318910210, 9781250882615, 9780525620792,9780593213865
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The Mirror of Infinite Endings	Garber, Stephanie	YA	9798318951619, 9781774884751, 9781774884775

Mirrorwoven	Cser, Bori	YA	9798368700717, 9781250385628,9781250762030, 9781250762054, 9781250460974
Mockingjay --Illustrated Edition	Collins, Suzanne	YA	9781368108263
Mona's eyes	Schlesser, Thomas	AD	9780593900185, 9780593900178
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My killer family reunion	Thiru, Dinesh	YA	9781250410528, 9781665990981
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Paragliding	Silver, Erin	YA	9781665979856
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Radio Free Texas	Bray, Libba	YA	9780063419100, 9781546156550
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Rainbow! Volume 2	Sunny	YA	9780063429956, 9781546110170
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Ruinous ends	Marie, I. V	YA	9798887241494,9780593898864,9798217295340
(S)kin	Zoboi, Ibi	YA	9780593531273,9780062888891
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She waits for you beyond the dark	Simmons, Kristen	YA	9780735271555, 9781250851185
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The Summer Hikaru Died, Vol. 8	Mokumokuren	AD	9781524763558, 9781524763565
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The tenant	McFadden, Freida	AD	9781324083948
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Thirst	Simpson, Darren	YA	9781250781529
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Thornbird	Kennedy, Elle	YA	9781665988407, 9798217026524,9798217295555
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Too perfect to die	Goodman, Juliana	YA	9798318942419, 9798217231591, 9798217231607, 9781250793157
Total Scam	Wolf, Ryan	YA	9798318942419, 9798217231591, 9798217231607
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Trapped	McKenzie, Sophie	YA	9781665985734
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You, Me, And Infinity	Caletti, Deb	9-12	9780593708682
Young World	Chainani, Soman	9-12	9780593905203
Young World	Chainani, Soman	9-12	9780593905180
Your Boyfriend Needs An Exorcist	Winans, Justine Pucella	9-12	9781547618811
Bodies Under Siege: How the Far-Right Attack on Reproductive Rights Went Global	Norris, Sion	AD	9781839764738
12 seconds of silence : how a team of inventors,	Holmes, Jamie	AD	9780358508632
16 forever	Rubin, Lance	YA	9780063330368
A fate so cold	Foody, Amanda	YA	9781250873156
Car : the definitive visual history of the automobile		AD	9780744027501
Elpaso	Villegas, Benjamin	AD	9781646050611
Four lives remain. Tatsuya Endo before spy x fa	Endo, Tatsuya	YA	9781974752607
Glasses with a Chance of Delinquent Vol. 2	Naruki	AD	9798891609235
Glasses with a Chance of Delinquent Vol. 3	Naruki	AD	9798893730173
Glasses with a Chance of Delinquent Vol. 4	Naruki	AD	9798893733587
Godzilla Vs. the Marvel Universe	North, Ryan	AD	9781302964887
Godzilla's (70th Anniversary)	Jones, Joelle	AD	9798887241494
Guitar chords for dummies	Polin, Antoine	AD	9781394156368
I want my MTV : the uncensored story of the mu	Tannenbaum, Rob	AD	9780452298569
Lights! Camera! Frendo!	Cesare, Adam	YA	9780063325081
Maps as Media	Gekker, Alex	AD	9781509550128

Michael Jackson : grasping the spectacle		AD	9781409446965
Migrating for medical marijuana : pioneers in a n	Ferrell, Tracy	AD	9781476678597
Miles Morales: Spider-Man/Deadpool. Pools of b	Ziglar, Cody	AD	9781302964924
Nuclear Weapons An International History	Holloway, David	AD	9780300229448
Nylon and bombs : DuPont and the march of mo	Ndiaye, Pap	AD	9780801884443
One last chance to live	Stork, Francisco X	YA	9781339010236
Predator Vs. Spider-Man	Percy, Benjamin	AD	9781302963354
Sakamoto days. Vol. 2,Hard-boiled	Suzuki, Yuto	AD	9781974732142
Sakamoto days. Vol. 3,Heisuke Mashimo	Suzuki, Yuto	AD	9781974732197
Sakamoto days. Vol. 4,Quiet on the train	Suzuki, Yuto	AD	9781974733965
Sakamoto days. Vol. 5,Death row prisoners	Suzuki, Yuto	AD	9781974734412
The cure for women : Dr. Mary Putnam Jacobi a	Reeder, Lydia	AD	9781250284457
The Dangers in My Heart - the Novel (Light Nove	Nozomi, Kota	AD	9781638588818
The Hollywood war film : critical observations fro	Binns, Daniel	AD	9781783207541
The life of the automobile : the complete history	Parissien, Steven	AD	9781250040633
The medicine book	Parker, Steve	AD	9780744028362
The movement : how women's liberation transfo	Bingham, Clara	AD	9781982144227
The Seven Deadly Sins Omnibus 14 (Vol. 40-41	Suzuki, Nakaba	AD	9798888774267
The Summer Hikaru Died, Vol. 7	Mokumokuren	AD	9798855430646
The Summer Hikaru Died, Vol. 8	Mokumokuren	AD	9798855437799
The Women's Rights Era 50 Years of Gender Ec	Piscopo, Jennifer	AD	9781509566754
In the Name of Women's Rights The Rise of Femonationalism	Sara R. Farris	AD	9780822369745
Spirits of the Border The History and Mystery of	Connie Wong & Ken Hudnall	AD	9780962608773
THE 21 IRREFUTABLE LAWS OF LEADERSHIP : FOLLOW THEM AND PEOPLE W	MAXWELL, JOHN C	Ad	9781400236169
7 PRACTICE TESTS FOR THE SAT, 2027 : IN-BOOK + ONLINE PRACTICE TESTS FOR YOUR TOP SCORE		10-12	9798217223183
BETH IS DEAD	BERNET, KATIE	7-12	9781665988698
CALLING ME HOME	MACIOS, LAURIN BECKER	10-12	9780823460496
CELESTIAL SEAS	CHAN, T A	9-12	9780593693742
CHANGE OF PLANS	DESSEN, SARAH	9-12	9798347108770
CLASSROOM OF THE ELITE (LIGHT NOVEL) : 1	KINUGASA, SHOGO	10-Adult	9781642751376
CLASSROOM OF THE ELITE (LIGHT NOVEL) : 10	KINUGASA, SYOUGO	10-Adult	9781648273216
CLASSROOM OF THE ELITE (LIGHT NOVEL) : 11	KINUGASA, SYOUGO	10-Adult	9781648273612
CLASSROOM OF THE ELITE (LIGHT NOVEL) : 11.5	KINUGASA, SYOUGO	10-Adult	9781638581024
CLASSROOM OF THE ELITE (LIGHT NOVEL) : 12	KINUGASA, SYOUGO	10-Adult	9798893736076
CLASSROOM OF THE ELITE (LIGHT NOVEL) : 12.5	KINUGASA, SYOUGO	10-Adult	9798893737998
CLASSROOM OF THE ELITE (LIGHT NOVEL) : 2	KINUGASA, SHOGO	10-Adult	9781642751390

CLASSROOM OF THE ELITE (LIGHT NOVEL) : 3	KINUGASA, SYOUGO	10-Adult	9781642757231
CLASSROOM OF THE ELITE (LIGHT NOVEL) : 4	KINUGASA, SYOUGO	10-Adult	9781645051978
CLASSROOM OF THE ELITE (LIGHT NOVEL) : 4.5	KINUGASA, SYOUGO	10-Adult	9781645054375
CLASSROOM OF THE ELITE (LIGHT NOVEL) : 5	KINUGASA, SYOUGO	10-Adult	9781645054863
CLASSROOM OF THE ELITE (LIGHT NOVEL) : 6	KINUGASA, SYOUGO	10-Adult	9781645057512
CLASSROOM OF THE ELITE (LIGHT NOVEL) : 7	KINUGASA, SYOUGO	10-Adult	9781645058205
CLASSROOM OF THE ELITE (LIGHT NOVEL) : 7.5	KINUGASA, SYOUGO	10-Adult	9781645059752
CLASSROOM OF THE ELITE (LIGHT NOVEL) : 8	KINUGASA, SYOUGO	10-Adult	9781648272233
CLASSROOM OF THE ELITE (LIGHT NOVEL) : 9	KINUGASA, SYOUGO	10-Adult	9781648272615
COMING HOME (ADAPTED FOR YOUNG ADULTS)	GRINER, BRITTNEY	9-12	9798217027033
THE DANGER OF SMALL THINGS	LEWIS, CARYL	9-12	9781665977517
DARKLY	PESSL, MARISHA	9-12	9780593706558
THE DEAD WILL NEVER HAUNT ME	KUEHN, STEPHANIE	9-12	9781338764611
DEADLINE	CRUTCHER, CHRIS	9-12	9780060850913
DEAR MANNY	STONE, NIC	9-12	9780593308011
DEVELOPING THE LEADER WITHIN YOU 2.0 WORKBOOK	MAXWELL, JOHN C	AD	9780310094074
THE ESCAPE GAME	MEYER, MARISSA	9-12	9798217006120
THE FALL OF IRIS HENLEY	GRAHAM, JENNIFER	9-12	9781250323811
GACHIAKUTA : 1	URANA, KEI	11-Adult	9798888770207
GACHIAKUTA : 10	URANA, KEI	11-Adult	9798888774472
GACHIAKUTA : 11	URANA, KEI	11-Adult	9798888774489
GACHIAKUTA : 12	URANA, KEI	11-Adult	9798888775363
GACHIAKUTA : 13	URANA, KEI	11-Adult	9798888775790
GACHIAKUTA : 14	URANA, KEI	11-Adult	9798888776537
GACHIAKUTA : 15	URANA, KEI	11-Adult	9798888777268
GACHIAKUTA : 2	URANA, KEI	11-Adult	9798888770948
GACHIAKUTA : 3	URANA, KEI	11-Adult	9798888770955
GACHIAKUTA : 4	URANA, KEI	11-Adult	9798888770962
GACHIAKUTA : 5	URANA, KEI	11-Adult	9798888770979
GACHIAKUTA : 6	URANA, KEI	11-Adult	9798888771525
GACHIAKUTA : 7	URANA, KEI	11-Adult	9798888771570
GACHIAKUTA : 8	URANA, KEI	11-Adult	9798888772836
GACHIAKUTA : 9	URANA, KEI	11-Adult	9798888772843
GOOD LEADERS ASK GREAT QUESTIONS : YOUR FOUNDATION FOR SUCCESSFUL LEADERSHIP	MAXWELL, JOHN C	AD	9781455548095
HE'S SO POSSESSED WITH ME	LIU, COREY	9-12	9780316571845
HEAR YE MORTALS	MENDEZ, YAMILE SAIED	9-12	9781646146376

HEMLOCK HOUSE	COTUGNO, KATIE	8-12	9780593433324
HER HIDDEN FIRE	O'SULLIVAN, CLIODHNA	9-12	9798217040506
HOLLOWAY	ARNOLD, ELANA K	9-12	9780062990884
HOW TO LOSE YOURSELF COMPLETELY	BOGNANNI, PETER	10-12	9781250409348
HYACINTH LABYRINTH	PACTON, JAMIE	9-12	9781682638194
INFINITE SHORES	LACELLE, PASCALE	9-12	9781665970389
KILL HER TWICE	LEE, STACEY	9-12	9780593532058
KING OF NOTHING	LESSORE, NATHANAEL	7-12	9780316588577
LANDING IN PLACE	HAMDY, SHERINE	9-12	9780735229440
THE LAST BEST QUEST EVER	LUKENS, F T	9-12	9781665950978
LOOKING FOR SMOKE	COBELL, K A	9-12	9780063318687
LOVE, SIVVY	TOALSON, R L	9-12	9780316587136
MAY THE DEAD KEEP YOU	BAGUCHINSKY, JILL	9-Adult	9780316586276
MEDICINE WHEELS	GRAVES, BYRON	9-12	9780063160422
MORBID CURIOSITIES	HATI, S	9-12	9781250392855
MY MOTHER, THE MERMAID CHASER	HOANG, JAMIE JO	9-12	9780593643006
NEST OF TONGUES	RIBAY, RANDY	9-12	9798217024346
NUCLEAR ENERGY	BAHN, CHRISTOPHER	6-9	9798895811238
THE OCEAN WOULD PAINT ME BLUE	KATOUH, ZOULFA	9-12	9780316351942
THE OFFICIAL SAT STUDY GUIDE		9-Adult	9781457316845
ONE WORD, SIX LETTERS	KHORRAM, ADIB	9-12	9781250405555
THE PARTY	PRESTON, NATASHA	9-12	9780593704080
PERSEPHONE'S CURSE	LENO, KATRINA	8-12	9781250342904
PIPER AT THE GATES OF DUSK	NESS, PATRICK	9-12	9781536248302
POSTSCRIPT	MCCARTHY, CORY	9-12	9780593618240
PRINCETON REVIEW SAT ADVANCED : TARGETED PREP & PRACTICE FOR THE HARDEST SAT QUESTION TYPES		11-12	9780593517475
THE REBEL GIRLS OF ROME	TAYLOR, JORDYN	8-12	9780063340299
ROBINSON CRUSOE	DEFOE, DANIEL	7-Adult	9780689844089
SAW MOUTH	PLETT, CALE	9-12	9798217025701
SECONDS TO SPARE	REISS, RACHEL	9-12	9781250366160
SECRET ASTRONOMERS	WALKER, JESSICA	8-12	9780593692677
SECRET WORLD OF BRIAR ROSE	PHAM, CINDY	9-12	9798217113026
SHADOW REAPER	NONI, LYNETTE	9-12	9798217033454
SNOWGLOBE	PARK, SOYOUNG	9-12	9780593485002
SOMETIMES THE GIRL	MASON-BLACK, JENNIFER	9-12	9781728493299
SPARKING FIRE OUT OF FATE	KEMMERER, BRIGID	9-12	9781547613458
STYX : THE RIVER	GILL, NIKITA	9-12	9780316608947
THE SUN AND THE STARMAKER	GRIFFIN, RACHEL	9-12	9781728256184
TELL ME MY FUTURE	RUVANE, EILEEN M	9-12	9781419785580
THAT WHICH FEEDS US : A HAWAIIAN GOTHIC	KENDALL, KEALA	8-12	9798217117963

THIS AIN'T OUR FIRST RODEO	TAMANI, LIARA	9-12	9780063093331
THIS MUST BE THE PLACE	QUINDLEN, KELLY	10-12	9781250911063
A THOUSAND PERFECT LIES	MURPHY, MONICA	9-12	9781649376619
TOGETHER WE SEE	TISON, ARI	9-12	9780374389512
TSI FULL STUDY GUIDE : COMPLETE SUBJECT REVIEW F		10-12	9781949147711
TSI STUDY GUIDE, 2023-2024 : 3 PRACTICE TESTS AND TSIA PREP BOOK COVERING MATH, READING, AND WRITING FOR THE TEXAS ASSESSMENT	LEFORT, J M	10-12	9781637752340
UNTIL THE CLOCK STRIKES MIDNIGHT	DOW, ALECHIA	8-12	9781250375773
WE COULD BE ANYONE	MCLEMORE, ANNA-MARIE	9-12	9781250370587
WINNERS & LIARS	OMOTONI, ALEEMA	9-12	9780063225732
WRITING AN ARGUMENT	REBMAN, NICK	3-5	9798889980254
YOU, ME, AND INFINITY	CALETTI, DEB	9-12	9780593708651
YOUNG WORLD	CHAINANI, SOMAN	9-12	9780593905197
The guy she was interested in wasn't a guy at all. 2	Arai, Sumiko	YA	9798855412598
The guy she was interested in wasn't a guy at all. 3	Arai, Sumiko	YA	9798855427974
Palestine : a primer	Khalidi, Rashid	YA	9798318933035, 9781250376060, 9781250376053, 9781250376046
The Summer Hikaru Died, Vol. 2 (Light Novel)	Nukago, Mio	YA	9798855434033
The summer Hikaru died. 1	Mokumokuren	YA	9781975360542
The summer Hikaru died. 2	Mokumokuren	YA	9781975371036
The summer Hikaru died. 3	Mokumokuren	YA	9781975392765
The summer Hikaru died. 4	Mokumokuren	YA	9781975398620
The summer Hikaru died. 5	Mokumokuren	YA	9798855414592
The summer Hikaru died. 6	Mokumokuren	YA	9798855419757
That Which Feeds Us : A Hawaiian Gothic	Kendall, Keala	YA	9798217117970

EL PASO INDEPENDENT SCHOOL DISTRICT

MEETING DATE: OCTOBER 12, 2026

 B.
  ACADEMICS ITEMS

Board of Trustees
Executive Summary of Board Agenda Item

TITLE:
Approval of Expenditures to Purchase Online Curriculum Platform, Licenses, Practice Tests, and Exams, from Certiport, a Business of NCS Pearson, Inc., Utilizing El Paso Independent School District RFP #25-004, Career and Technical Education (CTE) Materials, Services, and Related (Budgeted General Operating Funds - $177,869.00)

JUSTIFICATION STATEMENT:
To assist students enrolled in CTE courses in obtaining Industry Based Certifications

PURPOSE OF AGENDA ITEM: Action

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Legal/Local Policy

STAFF RESPONSIBILE: Al Garcia, Chief Academics Officer; Fernando Marquez, Director Career & Technical Education; Haydee Pena, Assistant Superintendent Technology Operations Support Systems

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:
Strategic Lever II: Academic Excellence - El Paso ISD empowers all learners to excel in current and future pursuits.

SUMMARY:
The Request for Proposal (RFP) is one (1) of seven (7) approved purchasing methods allowed under the Texas Education Code, Section 44.031.

Certiport, a business of NCS Pearson, Inc., provides an online curriculum platform, licenses, practice tests, and exams for high school students enrolled in Career and Technical Education (CTE) courses to obtain an industry-based certification that supports Microsoft Office and Adobe testing licenses. This purchase will provide students the opportunity to take a test at the end of the semester and earn an industry-recognized certification. Texas Education Code, Section 39.053, requires the Texas Education Agency (TEA) to account for high school students who earn an industry-based certification as one indicator within the student achievement domain of the state's public-school accountability system.

Through the new A-F Accountability System, Career and Technical Education may contribute up to forty (40) percent of the College, Career, and Military Readiness indicator. Students may earn industry certifications and/or college credit through programs and courses offered by the Career and Technical Education Department. CTE instructors and administrators ensure students are prepared for the workforce and/or have the necessary skills to pursue post-secondary and/or career preparation programs. All CTE students will have the opportunity to take credentialing exams.

ADMINISTRATIVE RECOMMENDATION/MOTION:
It is recommended that the Board approve the expenditures to purchase Online Curriculum Platform, Licenses, Practice Tests, and Exams, from Certiport, a Business of NCS Pearson, Inc., utilizing El Paso Independent School District RFP #25-004, Career and Technical Education (CTE) Materials, Services, and Related, in the amount of $177,869.00, as presented.

FUNDING SOURCE: Budgeted General Operating Funds **ACCOUNT NO.:** 199.31.6339.813.99.022.813; 199.31.XXXX.813.XX.XXX.813

FISCAL IMPACT AND COST:
$177,869.00

IMPACT ON OTHER FUCTIONS/OPERATIONS:

CONSEQUENCES OF NON-APPROVAL:
The District will not have accountability indicators or performance acknowledgement for College and Career Readiness

IMPLEMENTATION TIMELINE:
Upon Approval

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:
Certiport Contract 2027-0067
CIP Form 1295 NCS Pearson
RFP Extension Letter

VENDOR CONTRACT
(Goods and Services)

THIS VENDOR CONTRACT FOR GOODS AND SERVICES ("this Contract") is between CERTIPORT, A BUSINESS OF NCS PEARSON, INC. (the "Vendor") and the EL PASO INDEPENDENT SCHOOL DISTRICT ("District"). The Effective Date of this Contract is November 8, 2026, regardless of when executed. For and in consideration of the mutual covenants herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. **Term.**

1.1 Term. The term of this Contract shall be for a period from November 8, 2026, through November 7, 2027, [with 0 year(s) annual renewal(s)], unless earlier terminated in accordance with this Contract. Annual renewals, if any, shall be at the sole discretion of the District.

1.2 Non-Appropriation. In the event the Contract is awarded for a term greater than one year or extending beyond the District's current budget period, it will be subject to approval at the commencement of each of the District's budget years. Vendor agrees that the District has the continuing right to terminate this Contract without notice at the end of a District budget period in which funds for this Contract are not appropriated. In such event the Contract may be terminated as soon as practicable after the event of non-appropriation or upon 30-days' prior written notice whichever provides the longest notice.

2. **Cancellation/Termination.**

2.1 Termination. This Contract may be terminated as follows: (a) by either party in the event of material breach of this Contract by the other party which continues more than thirty (30) days after written notice of default from the non-breaching party to the breaching party; or (b) by the District at its option: (i) if Vendor fails, as determined by the District's representative, to satisfactorily perform the duties set out in this Contract, comply with any covenant herein required or breach any warranty provided herein; becomes insolvent, files or has filed against it a petition in bankruptcy, proposes or accomplishes any dissolution, liquidation, composition, financial reorganization or recapitalization with creditors; (ii) if a receiver, trustee, custodian, or similar agent is appointed or takes possession of any property or business of Vendor; (iii) if, at the expiration of each District budget period occurring during the term of this Contract, funds for this Contract are not appropriated as provided in Section 1.2 above; or (iv) with or without cause upon thirty days prior written notice from the District to Vendor. In the event of early termination of the Contract for any reason, the total compensation which may be claimed by Vendor under this Contract shall be limited [subject to other limitations in this Contract or applicable law] to the payment for the conforming Goods and/or Services timely provided by the date of termination.

2.2 Effect. Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Contract, Vendor shall submit to District its claims, in detail, for the monies owed by District for Services satisfactorily performed or Goods delivered and accepted under this Contract through the effective date of termination. **Failure by Vendor to submit its claims within forty-five (45) calendar days shall negate any liability on the part of District and constitute a waiver by Vendor of any and all right or claims to collect monies that Vendor may rightfully be otherwise entitled to for Services satisfactorily performed or Goods delivered under this Contract.** Regardless of how this Contract is terminated, Vendor shall effect an orderly transfer to District or to such person(s) or firm(s) as the District may designate, at no additional cost to District. Upon the effective date of expiration or termination of this Contract, Vendor shall cease all operations of Services being performed or delivery of Goods by Vendor, or any of its subcontractors, pursuant to this Contract. All completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced, or provided to Vendor, in connection with the Services rendered by Vendor under this Contract, regardless of storage medium, shall be transferred to District. Such record transfer shall be completed within thirty (30) calendar days of the termination date and shall be completed at Vendor's sole cost and expense. Payment of compensation due or to become due to Vendor is conditioned upon delivery of all such documents.

3. **Right to Assurance.** Whenever the District in good faith has reason to question the Vendor's intent to perform, the District may demand that the Vendor give written assurance of its intent to perform. In the event that a demand is made and no assurance is given within five business (5) days, the District may treat this failure as an anticipatory repudiation of the Contract.

4. **Remedies.** In the event of default of this Contract by Vendor, the District shall have all of, and may exercise one or more of, the following rights and remedies: (a) the right to recover damages; (b) the right to seek injunctive relief; (c) the right to seek declaratory relief; (d) the right to off-set and/or retain from payments otherwise due to Vendor damages, fees, and costs sustained or incurred by the District in connection with such breach; (e) the right to terminate this Contract as provided herein; and (f) any of its rights and remedies in law or equity. In no event shall District's action of terminating this Contract, whether for cause or otherwise, be deemed an election of District's remedies, nor shall such termination limit, in any way, at law or at equity, District's right to seek damages from or otherwise pursue Vendor for any default hereunder or other action.

5. **Force Majeure.** If by reason of Force Majeure (i.e. acts of God, strikes, lockouts, or other industrial disturbances, etc.), either party hereto shall be rendered unable, wholly or in part, to carry out its obligations under this Contract, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

6. **Goods and Services to Be Delivered.**

6.1 Delivery, Packaging and Acceptance of Goods.

A. Vendor agrees to provide the Goods listed and described in Exhibit "A," which is attached hereto and incorporated herein by reference for all purposes [or any subsequent Goods required to be delivered to the District under this Contract] (collectively, the "Goods"). Unless otherwise stated in Exhibit "A", the Goods shall be delivered in accordance with the following Standard Delivery Terms:

(i) F.O.B. District's James Gamble Facility, 4900 Woodrow Bean Drive, El Paso, Texas 79924.

(ii) Goods will be packed in accordance with good commercial practice and in a manner which will facilitate securing the lowest transportation costs, conform to requirements of common carriers and any applicable specifications. Each shipping container shall be clearly and permanently packed and identified with: (a) Vendor's name and address; (b) if applicable, consignee's name, address and purchase order and bid number; (c) container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Vendor shall bear cost of packaging unless otherwise provided. The District's count or weight determination shall be final and conclusive on shipments not accompanied by packing slips/lists. The Goods will be delivered with an Operator's Manual and a Maintenance and Parts Manual, if one exists.

(iii) The District assumes no liability for Goods delivered in damaged or in unacceptable condition. The Vendor shall handle all claims with insurance carriers, and in the event that Goods are damaged in transit shall ship replacement Goods immediately upon notification by the District of damage. Delivery will be made between the hours of 8:00 a.m. and 3:30 p.m. (MDT/MST) unless otherwise specified by the District in writing. Vendor is not authorized to ship the Goods under reservation and no tender of a Bill of Lading will operate as a tender of Goods. The District shall have the right to inspect the Goods at delivery before accepting them and no Goods will be accepted until written acceptance is provided by authorized District Representative. Any written warranties will commence upon acceptance of the Goods by the District.

(iv) Repair and Replacement Information. As the situation requires, the Vendor shall provide alternative quotes for both repair and replacement of any damaged Goods, if appropriate to the request. In the event the cost of repair is equal to or greater than seventy-five percent (75%) of the price of a new item, Vendor shall provide a written recommendation to the District representative regarding the relative merits of repair or replacement of the item. Failure to adhere to these requirements may be grounds for the termination of the Contract.

6.2 Delivery of Services and Standard of Care.

A. Delivery. Vendor agrees to provide the Services listed and described in Exhibit "B," which is attached hereto and incorporated herein by reference for all purposes (collectively, the "Services"). Nothing contained in this Contract shall require District to pay for any unsatisfactory Services, as determined by District's representative, or for work that does not comply with the terms of this Contract.

B. Standard of Care. If the Services are performed by a non-professional Vendor, Vendor represents, covenants, and warrants that it will devote its good faith, best efforts in provision of the Services and will provide the Services with reasonable care and skill and in a good and workmanlike manner. If the Services are considered Professional Services, the Vendor further represents, covenants and warrants that it will provide the Services using the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same locale. Services will be provided in a manner consistent with industry standards and will conform to the required specifications set out herein, and shall be delivered in compliance with all applicable laws, rules, regulations, procedures and consistent with industry standards.

6.3 Warranties for Goods and Services.

A. Express Warranties. Vendor expressly represents, warrants and covenants, that:

(i) Vendor will devote its good faith, best efforts in provision of the Goods and/or Services.

(ii) Vendor has and will retain sufficient financial condition, working capital, experience, expertise, personnel, licenses, certifications, and authority to provide the Goods and/or Services, that it will provide copies of its licenses and certifications to the District upon request.

(iii) The Goods furnished conform with the specifications, drawings, descriptions and that the Services promised will adequately address the Scope of Services set forth in the Contract and its exhibits, the District's Request for Proposal, Request for Competitive Sealed Proposal or other solicitation for the Goods and/or Services contracted for herein (the "Solicitation Document"), and to any sample(s) furnished by Vendor, if any, in connection with the Contract or in response to the District's Request for Proposal.

(iv) The Goods and/or Services shall be delivered in compliance with all applicable laws, rules, and regulations, and consistent with industry standards.

(v) In the event of a conflict between the specifications, drawings and descriptions of Goods to be provided, the specifications shall govern. In the event of a conflict between the Solicitation Document and the Contract, the Contract shall prevail.

(vi) All Goods are new and the quality of the Goods is consistent with or better than industry standard.

B. Implied Warranties.

(i) Certiport makes no warranty concerning the Software, the Certiport Goods and Services, or any other Goods or Services provided under this Agreement, and Certiport hereby disclaims all implied warranties with respect thereto, including without limitation any implied warranty of merchantability, fitness for the particular purpose, or non-

infringement. The Vendor agrees to provide the Services agreed to herein in a good and workmanlike manner. Certiport shall not be liable to the District for any indirect, incidental, or consequential damages or damages from lost profits or lost use, even if Certiport is advised as to the prospect of the same.

C. Safety Warranty and Provision of Material Safety Data Sheets. As applicable, the Goods supplied to the District under this Contract shall conform to applicable standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act ("OSHA") of 1970. In the event the Goods do not conform to OSHA standards, the District will be permitted to refuse or return the non-conforming Goods for correction or replacement at the Vendor's expense. Where Goods to be delivered under this Contract require the maintenance of Material Safety Data Sheets ("MSDS"), a copy of the relevant MSDS will be made available to the District's representative prior to delivery of the relevant Goods.

6.4 No Warranties by District. No review, consent, or approval by the District of any documents prepared by Vendor shall constitute a representation or warranty by the District of the legality, suitability, or quality of the same or content thereof.

6.5 Reservation of Rights. The District reserves the right to use its own staff or any other third-party to provide the same or similar goods and/or services to the Goods and/or Services described herein.

7. **Tax Exemption**. The District is exempt from Federal Excise, State or City Sales Tax under State Law and such obligations are included in the price under this Contract. The District will furnish a tax exemption certificate, if required.

8. **Invoicing and Payment.** Compensation to Vendor is set forth on Exhibit "C," attached hereto and incorporated herein. Except as otherwise provided in Exhibit "C," Vendor shall invoice the District on or before the thirtieth (30th) day of each month, for the portions of the Goods delivered and accepted and/or Services performed during the preceding month at rates set forth on Exhibit "C." Reimbursable Expenses are included in the hourly rate or not to exceed pricing for Services unless specifically excluded. If excluded, Reimbursable Expenses will be itemized separately and documented by receipts for invoicing purposes. Invoices for Goods and/or Services shall not include Federal Excise, State or City Sales Tax for which an Independent School District is exempt under State law. The District shall furnish a tax exemption certificate, if required. The aggregate compensation from the District to Vendor for the Goods and/or Services shall not exceed the maximum figures stated in Exhibit "C." Vendor shall not be entitled to receive payments or amounts under the Contract in excess of the amounts appropriated for the then-current budget period of the District. The District shall make payment to the Vendor for amounts determined to be properly due, not later than thirty (30) days after its receipt of the Vendor's invoice or as required by the Texas Prompt Payment Act (Chapter 2251 of the Texas Government Code) or its successor. The maximum interest rate on any past due payments by the District to Vendor shall be limited to the rate provided by Section 2251.025 of the Texas Government Code or its successor. The District shall not be required to make any payments to Vendor at any time Vendor is in default under this Contract.

9. **Confidential/Proprietary Information.**

9.1 Confidential Information/Materials. Vendor understands that, during the term of this Contract, Vendor may have access to certain information belonging to the District and designated as confidential by the District or not generally known by non-District personnel (collectively, the "Confidential Information"). During the term of this Contract and at all times thereafter, Vendor shall not, without the prior written consent of the District, do any of the following, directly or indirectly: (a) use any of the Confidential Information for Vendor's own purposes or for the purposes of any person or entity other than the District; and/or (b) disclose any of the Confidential Information to any third party, except as reasonably and in good faith required in connection with performance of this Contract by Vendor. Vendor further shall take all steps necessary to prevent disclosure of Confidential Information by any other person or entity, during the term of this Contract and at all times thereafter, without the prior written consent of the District. All data,

disks, lists, financial records, other records, documents, property, information, specifications, and materials of the District relating to the Goods and/or Services provided to Vendor during the term of this Contract, as well as all copies thereof (collectively the "Materials"), shall be and remain the sole and exclusive property of the District. None of the Materials shall be retained by Vendor, or shall be transmitted to anyone at any time, either now or in the future, except as reasonably and in good faith required in connection with performance of this Contract by Vendor. Upon termination of this Contract, or upon request by the District, Vendor shall promptly return the Materials to the District. The Materials are included within the definition of Confidential Information. Vendor further agrees that, if it receives information or records concerning any student, it shall not disclose the same, except as permitted by the Family Educational Rights and Privacy Act a/k/a FERPA or as consented to by the student or the student's legal guardian if the student is under the age of 18.

9.2 Intellectual Property Rights. If Vendor, as part of the delivery of the Goods and/or Services, will be working with the District, [all references to Vendor and District in this paragraph shall include their respective agents, employees and representatives], to create and/or develop materials or other work products, including visual, audio, written and graphic material (the "Resulting Work Product") for which the Vendor will receive any consideration provided for in this Contract, the Resulting Work Product (including all of Vendor's contributions to the creation or development of the Resulting Work Product), and any state or federal trademark rights, copyrights, patents or other intellectual property rights associated with the Resulting Work Product (collectively, the "Intellectual Property Rights") will at all times remain the exclusive property of the District. Vendor agrees to assist the District in any way necessary, including executing any assignments or other documents, required to document the District's ownership rights in the Resulting Work Product and the associated Intellectual Property Rights, as applicable; including taking any action necessary for the District to secure state or federal registration of its Intellectual Property Rights in the name of the District. No separate or additional consideration, other than the consideration paid under this Contract, will be provided by the District for any provision of any assignments or conveyance of the Resulting Work Product, or of Intellectual Property Rights associated with the Resulting Work Product. The Vendor shall assure that its authorized subcontractors or agents, not under its control as employees, are aware of this provision and are contractually bound thereby.

10. **Vendor Financial Records and Retention.** The District or its authorized representative shall be afforded reasonable access to and be permitted to inspect no more than once per calendar year all of the Vendor's financial records, which shall include but not be limited to accounting records (hard copy as well as computer readable data), correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Contract. The Vendor shall preserve all such records for a period of five (5) years, after the District makes final payment and all other pending matters are closed, or for such longer period as may be required by law, after final payment under this Contract, including any extension thereof. To the extent that the requirements of 2 CFR § 200.333 apply to the Contract, financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award, must be retained for the Vendor for only the period required by 2 CFR § 200.333 and the five (5) year requirement of this provision shall apply to all other documents. If no federal funds are expended by the District for the Contract, the five (5) year retention requirement provided herein will apply.

For a Contract involving at least $1 million in Goods/Services, the following provision shall apply: Vendor shall preserve for the duration of this Contract all "contracting information" within the meaning of Texas Government Code Section 552.003(1-a) et. seq. relating to this Contract (the "Contracting Information") as provided by the records retention requirements applicable to the District. Vendor shall provide to the District, upon its request, any Contracting Information that is in the custody or possession of Vendor. Upon completion of this Contract, Vendor shall either provide at no cost to the District all Contracting Information in the custody or possession of Vendor or instead preserve all Contracting Information as provided by the records retention requirements applicable to the District. Pursuant to Texas Government Code Section 552.372(b), the following notice is given to Vendor: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract, and Vendor agrees that the Contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that Subchapter.

11. **Indemnification.**

11.1 **General Indemnification. Vendor agrees to INDEMNIFY, DEFEND, AND HOLD HARMLESS the District and its trustees, officers, agents, representatives and employees (collectively, the "Indemnified Parties") from and against, any and all third-party claims, causes of action, liability, lawsuits, judgments, costs, liens, losses, expenses, fees (including reasonable attorney's fees and costs of defense), proceedings, actions, demands, and suits of any kind and nature, including but not limited to, personal injury (including death), property damage, or other harm for which recovery of damages is sought that may arise out of or be caused by the negligent or intentional act, error, or omission of Vendor, or that of its agent, officer, representative, employee, or sub-consultant (collectively "Vendor Affiliate") while in the exercise or performance of the rights or obligations under this Contract.** The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of the Indemnified Parties, in instances where such negligence causes personal injury, death, or property damage. In the event Vendor and/or a Vendor Affiliate and any Indemnified Party are found jointly liable by a Court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to the District, its employees/officials under Texas law and without waiving any defenses of District its employees/officials under the Texas Tort Claims Act or other Texas law. Vendor shall promptly advise District, in writing, of any claim or demand against an Indemnified Party, Vendor and/or a Vendor Affiliate known to Vendor, related to or arising out of activities of Vendor and/or a Vendor Affiliate under this Contract. The provisions of this Section are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

11.2 **Intellectual Property Rights Indemnification. Vendor shall INDEMNIFY, DEFEND, AND HOLD HARMLESS the District, its elected officials, employees, officers, and representatives harmless from and against any and all liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) for infringement of any patent, copyright or similar property right including, but not limited to, misappropriation of trade secrets and any infringement by Vendor and its employees and consultants, in connection with any license provided, any deliverable or any Service furnished hereunder, and used by either the District or Vendor within the scope of this Contract (unless said infringement results directly from Vendor's compliance with District's written standards or specifications).**

11.3 Defense Counsel. District reserves the right to provide a portion, or all of its own defense, at its own expense; however, District is under no obligation to do so. Any such action by District is not to be construed a waiver of Vendor's obligation to defend District or a waiver of Vendor's obligation to indemnify District pursuant to this Section.

11.4 Indemnity Survival. The provisions of this Section 11 are solely for the benefit of the parties hereto, and not intended to create or grant any rights, contractual or otherwise, to any other person or entity and the obligations herein shall survive the termination or expiration of this Contract.

12. **Work On School District Campuses.**

12.1 Notice Before Entry During School Hours and Decorum on District Campuses. Vendor acknowledges that work may be performed in connection with an educational facility that is currently occupied and in use. It is imperative that Vendor's deliveries and/or performance of Services not interfere with, interrupt, disturb, or disrupt District's normal operations or facilities. During school hours, when entry is not made on an emergency basis, Vendor shall notify the District in advance and arrange an escort for Vendor's representative.

12.2 Compliance with Campus Rules. Vendor agrees to and shall comply with all rules, regulations and requirements of the District and the school campus on which work is to be performed, and shall take all steps necessary to protect and guard the safety of the employees, students and invitees of District. Vendor recognizes the ongoing school activities in proximity with its onsite activities shall result in the need for prompt and effective coordination of its Services with those involved in the ongoing use of the premises. The Vendor shall not permit employment of unfit persons or persons not skilled in tasks assigned

to them. The Vendor shall be responsible for the actions of its employees and its subcontractors. The Vendor recognizes the site is a public-school campus, and will prohibit the possession or use of alcohol, controlled substances, tobacco, and any prohibited weapons on the site and shall require adequate dress of the Vendor's forces consistent with the nature of the work being performed.

13. **Criminal Background Checks.** Vendor shall comply at its sole expense with the requirements of Section 22.0834 of the Texas Education Code, "Criminal History Record Information Review of Certain Contract Employees," any applicable rule(s) adopted by the Texas Commissioner of Education, District Board Policy CH (Legal) and (Local), and other policies and administrative requirements relating to or arising from such statute and rule(s); shall ensure that no covered employee of Vendor or of any subcontractor [if authorized] with a disqualifying criminal history performs Services under the award at or for the District; and shall timely provide written certifications thereunder in such form and substance as requested by the District. Vendor understands that any failure to comply with the requirements of this Section may be grounds for termination of its Contract with the District.

14. **Relationship. This Contract does not constitute a joint venture or partnership of any kind between the parties hereto. In addition, the parties expressly understand and agree the provision of Goods and/or Services is and shall be considered independent contractor work performed by Vendor, using Vendor's own talents, contacts, tools, vehicles, and equipment, and that nothing in this Contract in any way creates an express or implied contract of employment between the District and Vendor. Vendor is not and shall not be an employee of the District for any purpose. Vendor is exclusively responsible for all administrative matters relating to its status hereunder or the Goods and/or Services, including without limitation, travel, lodging, and other expenses, any withholding and payment of all federal, state and local income taxes, FICA, FUTA, or other employment-related taxes, workers' compensation insurance, fringe benefit programs, or other benefits of any kind. Vendor represents that it is an independent contractor providing goods and/or services for hire similar to the Goods and/or Services to the general public, that it has full authority and capacity to enter into this Contract and provide the Goods and/or Services, and that execution or performance of this Contract by Vendor shall not violate any other agreement or covenant or any law.**

15. **Federal Edgar Provisions.** Vendor acknowledges in the event federal funds are used to fund the Goods and/or Services delivered under the Contract, Vendor will abide by all applicable federal laws, rules, and regulations, executive orders, and policies, procedures and directives applicable to the Contract, including but not limited to the following:

15.1 Contractual Remedies. Vendor agrees that it will comply with all administrative, contractual, legal remedies, sanctions, and penalties for violation or breach that are included in this Contract.

15.2 Wage and Hour Requirements. To the extent this Contract involves the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), which requires Vendor to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. This provision will not apply to the District's purchases from Vendor of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

15.3 Clean Air Act and EPA. Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 -7671q) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387) and agrees to promptly notify the District of any violation.

15.4 Debarment and Suspension. Vendor has certified that neither the Vendor nor its principals were listed on the government-wide exclusions in the System for Award Management ("SAM") that neither the Vendor nor its principals are debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549 at the time this Contract was executed. Vendor further agrees on behalf of itself and its principals, to immediately provide written notification to the District if, at any time following execution of this Contract, Vendor or one of its principals learns that its certification was erroneous when submitted or has become erroneous by reason of changed

circumstances, or if Vendor or one of its principals is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Failure to notify the District of erroneous information within five (5) business days of change in circumstances shall be grounds for immediate termination, but termination of Vendor shall not be an election of remedy by the District.

15.5 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352. Vendor confirms its certification to the District that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of Vendor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. Vendor further certifies that if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Vendor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Vendor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., providing administrative remedies for false statements, apply to this certification and disclosure, and that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Finally, Vendor agrees that it will require the language of this certification be included in the award documents for all lower-tier contractors it hires, and that it will ensure all subcontractors make the same certification in connection with work done under the Contract. The certification in this Section is a material representation of fact upon which the District has placed its reliance.

15.6 Compliance with Mandatory Provisions of State Energy Conservation Plan. Vendor shall comply with the all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201), if any.

15.7 Compliance with Solid Waste Disposal Act. If the District purchased the same item or items from the Vendor under this Contract, which were purchased by the District during the preceding fiscal year, and the prior purchase exceeded $10,000, Vendor agrees that it will comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, where applicable, and that it will provide information and certifications required by the District confirming estimates and otherwise evidencing such compliance.

15.8 Equal Employment Opportunity Clause. Vendor represents, warrants and certifies that, during the performance of the Contract:

A. it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The

Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination;

B. it will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin;

C. it will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Vendor's legal duty to furnish information;

D. it will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment;

E. it will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor;

F. it will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders;

G. in the event of Vendor's non-compliance with the nondiscrimination clauses of the Contract or with any of such rules, regulations, or orders, the Contract may be canceled, terminated or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law; and

H. it will include the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Vendor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event Vendor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Vendor may request the United States to enter into such litigation to protect its interests.

15.9 Termination for Convenience. Notwithstanding any provision to the contrary contained in this Contract, if federal funds are used to fund the purchase represented by this Contract, the District reserves the right to terminate this Contract for convenience. In such event, the District agrees it will be responsible for all legitimate charges with respect to periods prior to the termination.

16. **Miscellaneous.**

16.1 Assignment/Delegation. Without the prior written consent of the other party, no party shall have right or power to assign this Contract in whole or in part, or to delegate or sub-contract any duties

hereunder in whole or part. Any attempted assignment or delegation by Vendor shall be wholly void and ineffective for all purposes unless made in the conformity with this paragraph.

16.2 Governing Law and Venue. **THIS CONTRACT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND IS PERFORMABLE IN EL PASO COUNTY, TEXAS.**

16.3 No Waiver of Immunity. The District reserves, and does not waive, its rights of sovereign/governmental immunity and similar rights, immunities and rights of its officials and employees, under the Texas Tort Claims Act. Nothing herein shall be a consent to suit.

16.4 No Third-Party Beneficiaries. This Contract, and every provision thereof, shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. No term or provision of this Contract shall benefit or obligate any person or entity not a party to it. The parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this Contract.

16.5 Context. Wherever the context shall require, the singular shall include the plural, and the male gender shall include the female gender and the neuter, and vice versa.

16.6 Attorney's Fees. In the event that either party brings an action to enforce or interpret any provision of this Contract, the prevailing party will be entitled to recover its costs and expenses including, without limitation, reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which it shall be entitled to receive, as determined by the trier of fact in such dispute.

16.7 Waiver. No waiver, change, modification or discharge by either party hereto of any provision of this Contract shall be deemed to have been made or shall be effective, unless expressed in writing and signed by the party to be charged. A waiver by either party of a breach of any of the terms, conditions, covenants or guarantees of this Contract shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either party to insist in any one or more cases upon the strict performance of any of the covenants of this Contract, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. No act or omission by a party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

16.8 Severability. Any provision, or part thereof, of this Contract held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Contract and the effect thereof shall be confined to the provision, or part thereof, so held to be invalid or unenforceable.

16.9 Time of Essence. Time is of the essence with respect to Vendor's obligations hereunder.

16.10 Public Records. Records relating to this Contract may be subject to disclosure pursuant to the Texas Public Information Act f/k/a Open Records Act, Section 552.001 et. seq. of the Texas Government Code. To the extent any of the Goods and/or Services under this Contract involve the exchange or creation of Public Information as defined by such Act, the Vendor shall make any such information, not otherwise exempted from disclosure under such Act, available in writing and electronically in Microsoft Word, Microsoft Excel and or Adobe Acrobat.

16.11 Notices. All notices to a party under this Contract shall be provided by certified mail, return receipt requested, to the address set forth for the respective party beneath its signature block in this Contract, or such other address as later provided by a party through written notice to the other party.

16.12 Advertising. Vendor shall not advertise or publish, without the District's prior consent, the fact that the parties have entered into this Contract, except to the extent necessary to comply with proper requests for information from a representative of the federal, state, or local government.

16.13 Right to Audit and Records Access. The District, or its authorized representative (including Texas Education Agency and the Comptroller General), shall be given reasonable access to records and

rights to perform audits by the District's own personnel and/or an outside firm of consultants/auditors, in order to investigate the District's claims, the Services, and/or evaluate the performance of the Vendor. The Vendor agrees to provide full cooperation during this process. Performance of these functions shall be conducted with proper notification per customary industry standards. Vendor agrees to maintain all required records for five (5) years after the District makes final payment and all other pending matters are closed. Such audits shall not include Vendor's privacy and security systems.

16.14 Israel Certification. Pursuant to Texas Government Code Chapter 2271, if this Contract is valued at $100,000 or more and if the Vendor has at least ten (10) full time employees, then the Vendor represents and warrants to the District that the Vendor does not boycott Israel and will not boycott Israel during the term of this Contract. Vendor means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. Vendor does not include a sole proprietorship.

16.15 Firearms Certification. The Vendor represents, warrants, and covenants to the District that the Vendor: (a) does not have any practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate against a firearm entity or firearm trade association during the term of this Contract. For purposes of this provision, the terms "firearm entity", "firearm trade association" and "discriminate against a firearm entity or a firearm trade association" shall have the same meaning as set forth in Government Code Section 2274.001 et. seq.

16.16 Energy Company Certification. The Vendor represents, warrants, and covenants to the District that the Vendor, within the meaning of Texas Government Code Sections 809.001 and 2276.001 et. seq., it: (a) does not boycott energy companies; and (b) will not boycott energy companies during the term of this Contract.

16.17 Website Accessibility Compliance. Vendor warrants to the extent applicable that it will comply and provide access to District's electronic information, including the District's website, for individuals with disabilities in accordance with all applicable laws, including but not limited to the American's with Disabilities Act ("ADA"). The Vendor acknowledges and understands that Section 504 of the Rehabilitation Act and Title II of the Americans with Disabilities Act require that individuals with disabilities seeking information or services from the District must have access to and use of information and data that is comparable to the access and use by any other member of the public who are not individuals with disabilities and this requirement extends to any and all web-based services, applications, or other technology that is acquired, contracted, or otherwise made available by the District to its students, staff, and/or community members. Vendor further warrants that any web-based services, applications, or other technology that is acquired, contracted, or otherwise made available by the District to its students, staff, and/or community members meets or exceeds the Web Content Accessibility Guidelines (WCAG) version 2.2, level AA criteria. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. Vendor further agrees to indemnify and hold harmless District from any claims arising out of Vendor's failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach of this Contract.

16.18 E-Signatures. This Contract may be executed in two or more counterparts, each of which are deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Contract transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Contract, have the same effect as physical delivery of the paper document bearing the original signature.

16.19 Terrorist Organizations Certification. The Vendor represents and warrants to the District that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization, as designated by the United States Secretary of State, under section 2252.153 of the Texas Government Code, or any list prepared and maintained under Sections 806.051 or 807.051 of the Texas Government Code.

16.20 Certain Foreign-Owned Companies Certification. The Vendor represents and warrants to the District that if under this Contract Vendor is granted direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes, under Section 2275.0102 of the Texas Government Code, that Vendor nor its parent company, or any affiliate of Vendor or its parent company, is (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (B) headquartered in China, Iran, North Korea, Russia, or a designated country.

16.21 Abortion Provider Certification. The Vendor represents and warrants to the District that Vendor is not an abortion provider or an affiliate of an abortion provider as defined under Section 2273.001 under the Texas Government Code and pursuant to Chapter 2273 of the Texas Government Code.

16.22 No Conflict. Vendor represents and warrants to the District that no individual serving on the District's Board of Trustee's: (a) has a substantial interest in Vendor or in a subcontractor of Vendor; (b) is related in the second degree by consanguinity or affinity, as determined by Chapter 573 of the Texas Government Code to, an individual who has a substantial interest in Vendor or in a subcontractor of Vendor; or (c) has received or been promised a gift or in-kind services of more than $250 in connection with this Contract or award thereof. For purpose of this paragraph, an individual has a substantial interest in Vendor [or subcontractor of Vendor, as applicable] if: (i) the individual owns more than 10% of the voting interest in Vendor [or subcontractor of Vendor, as applicable], or (ii) the individual has a direct or indirect participating interest by shares, stock, or otherwise, regardless of whether voting rights are included, of more than 10% of the profit, proceeds, or capital gains of Vendor [or subcontractor of Vendor, as applicable].

16.23 No Abuse. Vendor represents, covenants, and warrants to the District that, as a service provider to the District within the meaning of Section 22A.001 of the Texas Education Code, no individual employed by or working for Vendor or any subcontractor of Vendor, who is expected to provide any services under this Agreement at facilities of the District, has ever been involved in any of the matters described in Section 22A.055(a)(1)-(5) of the Texas Education Code except as disclosed to the District prior to execution of this Agreement by a document entitled "Section 22A.055 Disclosure" or in the affidavit described in the next sentence. Vendor has executed and delivered to the District a pre-service affidavit as described in Section 22A.055(a) of the Texas Education Code as well as consents for release of employment records by any individual employed by or working for Vendor who is expected to provide any services under this Contract at facilities of the District.

16.24 Prohibition on Diversity, Equity, and Inclusion. Except as required by state and federal law, Vendor represents, covenants, and warrants to the District that, as a contractor to the District within the meaning of Section 11.005 of the Texas Education Code, Vendor will not engage in diversity, equity, and inclusion duties at, for, or on behalf of the District. Vendor Acknowledges that Vendor has received a physical and electronic copy of the policy and procedure described in Section 11.005(c) of the Texas Education Code. District Board Policy CJ (Legal) and (Local).

16.25 Entire Contract/Modification. **THIS CONTRACT IS THE FINAL, COMPLETE, AND ENTIRE CONTRACT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER AND SUPERSEDES ALL PRIOR COMMUNICATIONS, ORAL OR WRITTEN, BETWEEN THE PARTIES RELATING TO MATTERS HEREIN. THIS CONTRACT MAY BE MODIFIED OR RESCINDED ONLY BY A WRITTEN INSTRUMENT SIGNED BY BOTH PARTIES TO THE CONTRACT BY AND THROUGH THEIR DULY AUTHORIZED AGENTS. Changes to this Contract may only be made by mutual written agreement of the parties, which must contain the authorized signature of the District's Superintendent or the President of the District's Board of Trustees.** No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract

even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. In the event of any conflict between this Contract and the General Terms and Conditions of the contract attached to the Solicitation Document, the terms of this Contract shall control.

[Signatures on next page]

EXECUTED as of the ____day of _____, 2026.

EL PASO INDEPENDENT SCHOOL DISTRICT:

By: _____
Dr. Brian Lusk, Superintendent

APPROVED AS TO FORM:

By: _____
Jeanne C. Collins, General Counsel
Signed Thursday, September 17, 2026

ADDRESS FOR NOTICE:

El Paso Independent School District
Attn: Superintendent
1014 N. Stanton Street
El Paso, Texas 79902

With Copy to:
General Counsel
El Paso Independent School District
1014 N. Stanton Street
El Paso, Texas 79902

CERTIPORT, A BUSINESS OF NCS PEARSON, INC.

By: _____
Kevin Sumter
Head of Sales

ADDRESS FOR NOTICE:
NCS Pearson Inc.
1633 W. Innovation Way 5th Floor
Lehi, UT 84043

EXHIBIT "A"
Goods to Be Delivered and Pricing

If Delivery By Unit Pricing:

Andress High School

Product	Quantity	Sales Price	Total Price
(LearnKey) ACU ecourses, up to 300 User License (AutoCAD, Inventor, Revit, Fusion 360) K12/WFD (GMetrix platform)	1.00	USD 1,650.00	USD 1,650.00
(LearnKey) Adobe Pro ecourses, up to 500 user K12/WFD (GMetrix Platform)	1.00	USD 2,250.00	USD 2,250.00
ACU Classroom License with 500-user CertPREP Practice Test License - K12/WFD (NOAM)	1.00	USD 3,893.76	USD 3,893.76
Adobe Pro - Certification and CertPREP Practice Test License Bundle - Campus - Full Suite - K12	1.00	USD 6,165.12	USD 6,165.12

*All prices in this Document in USD

Subtotal	USD 13,958.88
Freight Cost	USD 0.00
Grand Total	USD 13,958.88

Austin High School

Product	Quantity	Sales Price	Total Price
(LearnKey) Adobe Pro ecourses, up to 300 User License K12/WFD (GMetrix Platform)	1.00	USD 1,650.00	USD 1,650.00
(LearnKey) ESB and D4D ecourses, up to 300 User License K12/WFD (GMetrix platform)	1.00	USD 1,395.00	USD 1,395.00
(LearnKey) IT Specialist ecourses, up to 300 User License K12/WFD (GMetrix Platform)	1.00	USD 1,650.00	USD 1,650.00
Adobe Pro - Certification and CertPREP Practice Test License Bundle - Classroom - Full Suite - K12	1.00	USD 4,623.84	USD 4,623.84
ESB Site License Bundle: Exams, CertPREP Practice Tests, NFTE Mindset Index, 2 Entre-Ed Teacher Resource Guides - K12/WFD	1.00	USD 3,588.00	USD 3,588.00
IT Specialist Site License + CertPrep Practice Test 500-User License	1.00	USD 3,848.00	USD 3,848.00

*All prices in this Document in USD

Subtotal	USD 16,754.84
Freight Cost	USD 0.00
Grand Total	USD 16,754.84

Bowie High School

Product	Quantity	Sales Price	Total Price
(LearnKey) ACU ecourses, up to 300 User License (AutoCAD, Inventor, Revit, Fusion 360) K12/WFD (GMetrix platform)	1.00	USD 1,650.00	USD 1,650.00
ACU Classroom License with 500-user CertPREP Practice Test License - K12/WFD (NOAM)	1.00	USD 3,893.76	USD 3,893.76

*All prices in this Document in USD

Subtotal	USD 5,543.76
Freight Cost	USD 0.00
Grand Total	USD 5,543.76

Burges High School

Product	Quantity	Sales Price	Total Price
(LearnKey) ACU ecourses, up to 300 User License (AutoCAD, Inventor, Revit, Fusion 360) K12/WFD (GMetrix platform)	1.00	USD 1,650.00	USD 1,650.00
(LearnKey) Adobe Pro ecourses, up to 300 User License K12/WFD (GMetrix Platform)	1.00	USD 1,650.00	USD 1,650.00
ACU Classroom License with 500-user CertPREP Practice Test License - K12/WFD (NOAM)	1.00	USD 3,893.76	USD 3,893.76
Adobe Pro - Certification and CertPREP Practice Test License Bundle - Classroom - Full Suite - K12	1.00	USD 4,623.84	USD 4,623.84

*All prices in this Document in USD

Subtotal	USD 11,817.60
Freight Cost	USD 0.00
Grand Total	USD 11,817.60

Center For Career & Tech Education (CCTE)

Product	Quantity	Sales Price	Total Price
(LearnKey) ACU ecourses, up to 300 User License (AutoCAD, Inventor, Revit, Fusion 360) K12/WFD (GMetrix platform)	1.00	USD 1,650.00	USD 1,650.00
(LearnKey) Adobe Pro ecourses, up to 500 user K12/WFD (GMetrix Platform)	1.00	USD 2,250.00	USD 2,250.00
(LearnKey) IT Specialist ecourses, up to 300 User License K12/WFD (GMetrix Platform)	1.00	USD 1,650.00	USD 1,650.00
ACU Classroom License with 500-user CertPREP Practice Test License - K12/WFD (NOAM)	1.00	USD 3,893.76	USD 3,893.76
Adobe Pro - Certification and CertPREP Practice Test License Bundle - Campus - Full Suite - K12	1.00	USD 6,165.12	USD 6,165.12
IT Specialist Site License + CertPrep Practice Test 500-User License	1.00	USD 3,848.00	USD 3,848.00

*All prices in this Document in USD

Subtotal	USD 19,456.88
Freight Cost	USD 0.00
Grand Total	USD 19,456.88

Chapin High School

Product	Quantity	Sales Price	Total Price
ACU Classroom License with 500-user CertPREP Practice Test License - K12/WFD (NOAM)	1.00	USD 3,893.76	USD 3,893.76
(LearnKey) ACU ecourses, up to 500 User License (AutoCAD, Inventor, Revit, Fusion 360) K12/WFD (GMetrix platform)	1.00	USD 2,250.00	USD 2,250.00
Adobe Pro - Certification and CertPREP Practice Test License Bundle - Campus - Full Suite - K12	1.00	USD 6,165.12	USD 6,165.12
(LearnKey) Adobe Pro ecourses, up to 500 user K12/WFD (GMetrix Platform)	1.00	USD 2,250.00	USD 2,250.00
IT Specialist Site License + CertPrep Practice Test 500-User License	1.00	USD 3,848.00	USD 3,848.00
(LearnKey) IT Specialist ecourses, up to 300 User License K12/WFD (GMetrix Platform)	1.00	USD 1,650.00	USD 1,650.00

*All prices in this Document in USD

Subtotal	USD 20,056.88
Freight Cost	USD 0.00
Grand Total	USD 20,056.88

Coronado High School

Product	Quantity	Sales Price	Total Price
(CertPREP) MOS Practice Tests, up to 300 User License (Full Suite) - K12/WFD (GMetrix Platform)	1.00	USD 1,650.00	USD 1,650.00
(LearnKey) ACU ecourses, up to 300 User License (AutoCAD, Inventor, Revit, Fusion 360) K12/WFD (GMetrix platform)	1.00	USD 1,650.00	USD 1,650.00
(LearnKey) Adobe Pro ecourses, up to 500 user K12/WFD (GMetrix Platform)	1.00	USD 2,250.00	USD 2,250.00
(LearnKey) Intuit ecourses, up to 300 User License K12/WFD (GMetrix platform)	1.00	USD 1,395.00	USD 1,395.00
(LearnKey) MOS ecourses, up to 300 User License K12/WFD (GMetrix Platform)	1.00	USD 1,650.00	USD 1,650.00
ACU Classroom License with 500-user CertPREP Practice Test License - K12/WFD (NOAM)	1.00	USD 3,893.76	USD 3,893.76
Adobe Pro - Certification and CertPREP Practice Test License Bundle - Campus - Full Suite - K12	1.00	USD 6,165.12	USD 6,165.12
Intuit 500 Certifications License with 500 User CertPREP Practice Tests - K12	1.00	USD 3,677.44	USD 3,677.44
MOS License - US K-12	1.00	USD 3,894.00	USD 3,894.00

*All prices in this Document in USD

Subtotal	USD 26,225.32
Freight Cost	USD 0.00
Grand Total	USD 26,225.32

El Paso High School

Product	Quantity	Sales Price	Total Price
(LearnKey) ACU ecourses, up to 300 User License (AutoCAD, Inventor, Revit, Fusion 360) K12/WFD (GMetrix platform)	1.00	USD 1,650.00	USD 1,650.00
ACU Classroom License with 500-user CertPREP Practice Test License - K12/WFD (NOAM)	1.00	USD 3,893.76	USD 3,893.76

*All prices in this Document in USD

Subtotal	USD 5,543.76
Freight Cost	USD 0.00
Grand Total	USD 5,543.76

Franklin High School

Product	Quantity	Sales Price	Total Price
(LearnKey) ACU ecourses, up to 500 User License (AutoCAD, Inventor, Revit, Fusion 360) K12/WFD (GMetrix platform)	1.00	USD 2,250.00	USD 2,250.00
(LearnKey) Adobe Pro ecourses, up to 500 user K12/WFD (GMetrix Platform)	1.00	USD 2,250.00	USD 2,250.00
(LearnKey) ESB and D4D ecourses, up to 500 User License K12/WFD (GMetrix platform)	1.00	USD 1,825.00	USD 1,825.00
(LearnKey) IT Specialist ecourses, up to 300 User License K12/WFD (GMetrix Platform)	1.00	USD 1,650.00	USD 1,650.00
(Unity) UCU ecourses, up to 300 User License K12/WFD (GMetrix Platform)	1.00	USD 1,095.00	USD 1,095.00
ACU Classroom License with 500-user CertPREP Practice Test License - K12/WFD (NOAM)	1.00	USD 3,893.76	USD 3,893.76
Adobe Pro - Certification and CertPREP Practice Test License Bundle - Campus - Full Suite - K12	1.00	USD 6,165.12	USD 6,165.12
ESB Site License Bundle: Exams, CertPREP Practice Tests, NFTE Mindset Index, 2 Entre-Ed Teacher Resource Guides - K12/WFD	1.00	USD 3,588.00	USD 3,588.00
IT Specialist Site License + CertPrep Practice Test 500-User License	1.00	USD 3,848.00	USD 3,848.00
UCU Site License 300 exams with Practice Test Site License K12/WFD	1.00	USD 3,328.00	USD 3,328.00

*All prices in this Document in USD

Subtotal	USD 29,892.88
Freight Cost	USD 0.00
Grand Total	USD 29,892.88

Irvin High School

Product	Quantity	Sales Price	Total Price
(LearnKey) Adobe Pro ecourses, up to 300 User License K12/WFD (GMetrix Platform)	1.00	USD 1,650.00	USD 1,650.00
Adobe Pro - Certification and CertPREP Practice Test License Bundle - Classroom - Full Suite - K12	1.00	USD 4,623.84	USD 4,623.84

*All prices in this Document in USD

Subtotal	USD 6,273.84
Freight Cost	USD 0.00
Grand Total	USD 6,273.84

Jefferson High School

Product	Quantity	Sales Price	Total Price
(LearnKey) ACU ecourses, up to 300 User License (AutoCAD, Inventor, Revit, Fusion 360) K12/WFD (GMetrix platform)	1.00	USD 1,650.00	USD 1,650.00
(LearnKey) Adobe Pro ecourses, up to 300 User License K12/WFD (GMetrix Platform)	1.00	USD 1,650.00	USD 1,650.00
(LearnKey) ESB and D4D ecourses, up to 300 User License K12/WFD (GMetrix platform)	1.00	USD 1,395.00	USD 1,395.00
ACU Classroom License with 500-user CertPREP Practice Test License - K12/WFD (NOAM)	1.00	USD 3,893.76	USD 3,893.76
Adobe Pro - Certification and CertPREP Practice Test License Bundle - Classroom - Full Suite - K12	1.00	USD 4,623.84	USD 4,623.84
ESB Site License Bundle: Exams, CertPREP Practice Tests, NFTE Mindset Index, 2 Entre-Ed Teacher Resource Guides - K12/WFD	1.00	USD 3,588.00	USD 3,588.00

*All prices in this Document in USD

Subtotal	USD 16,800.60
Freight Cost	USD 0.00
Grand Total	USD 16,800.60

Young Women's Academy

Product	Quantity	Sales Price	Total Price
(LearnKey) ACU ecourses, up to 300 User License (AutoCAD, Inventor, Revit, Fusion 360) K12/WFD (GMetrix platform)	1.00	USD 1,650.00	USD 1,650.00
ACU Classroom License with 500-user CertPREP Practice Test License - K12/WFD (NOAM)	1.00	USD 3,893.76	USD 3,893.76

*All prices in this Document in USD

Subtotal	USD 5,543.76
Freight Cost	USD 0.00
Grand Total	USD 5,543.76

Other Description of Goods To Be Delivered: See Exhibit "B".

EXHIBIT "B"
Scope of Services and Deliverables

Scope of Services:

Place(s) of Provision of Services:

Vendor Services to be provided at the following District schools:

- Andress High School
- Austin High School
- Bowie High School
- Burges High School
- Center for Career and Technology Education (CCTE)
- Chapin High School
- Coronado High School
- El Paso High School
- Franklin High School
- Irvin High School
- Jefferson High School
- Young Women's STEAM Academy

Date(s)/Period of Provision of Services:
November 8, 2026 – November 7, 2027

Description of Services:
As listed in Exhibit "A"

EXHIBIT "C"
Compensation

Compensation [mark/complete one or more as applicable]:

N/A (Lump Sum/Fixed Price)

N/A Payable at completion.

N/A Quarterly Payments of $_____beginning _____.

N/A Payable as follows:

$_____on _____

$_____on _____

$_____on _____

N/A $_____per _____, (with a not to exceed cap of $_____)

N/A $_____ per hour, (with not to exceed cap of $_____, based on rates below) payable monthly based upon hours and types of Goods and Services provided and documented in invoice.

X Other [please explain]: The District will pay $177,869.00 within 30 days after receipt of invoice and after satisfactory delivery and/or activation of all Goods and Services.

Expenses: [Description]: N/A

Total Compensation for Goods and Services Permitted under this Contract: $177,869.00

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE EFFECTIVENESS OF THIS CONTRACT IS CONDITIONED UPON THE COMPENSATION FOR THE INITIAL TERM AND ANY RENEWAL TERM BEING PROPERLY AND FULLY BUDGETED BY THE DISTRICT BOARD OF TRUSTEES IN THE 2026-2027 FISCAL YEAR BUDGET, AND ANY SUBSEQUENT BUDGET THEREAFTER, FOR RENEWAL TERMS, WITH APPROVAL BY THE DISTRICT BOARD OF TRUSTEES AS APPLICABLE. FAILURE OF THIS CONDITION PRECEDENT TO BE MET, THIS CONTRACT IS VOID.

THIS CONTRACT IS ALSO CONTINGENT UPON ITS UNDERLYING PROCUREMENT (RFP #25-004 - CAREER AND TECHNICAL EDUCATION (CTE) MATERIALS, SERVICES, AND RELATED) BEING VALID FOR THE CONTRACT TERM AND DISTRICT HAVING THE BENEFIT OF BETTER PRICING AS AVAILABLE DURING THE CONTRACT TERM.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1233159

Date Filed:
10/30/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
NCS Pearson, Inc.
Bloomington, MN United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
El Paso Independent School District

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFP #25-004
CTE Materials, Services, and Related

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
PN Holdings, Inc.	Bloomington, MN United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Bill Brothers, and my date of birth is 06/06/1984.

My address is 5601 Green Valley Drive (street), Bloominton (city), MN (state), 55437 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hennepin County, State of Minnesota, on the ____ day of _____ (month), 20 24 (year).

Bill Brothers
Bill Brothers (Nov 4, 2024 07:14 MST)

ee
RR

Signature of authorized agent of contracting business entity
(Declarant)

PROCUREMENT & SCHOOL RESOURCES
EL PASO ISD
it starts with us

December 3, 2025

Certiport, a business of NCS Pearson, Inc.
Attn: Keith German
5601 Green Valley Drive
Bloomington, MN 55437

Sent via email to (keith.german@pearson.com)

RE: Extension of RFP #25-004, Career and Technical Education (CTE) Materials, Services, and Related - Option 1 of 4

Dear Keith German,

The El Paso Independent School District may utilize the services and/or goods listed in the previously awarded RFP #25-004 for an additional 12 months, option 1 of 4. To proceed with either an extension or termination of this award, please complete the form below at your earliest convenience. If there are any adjustments to the pricing or materials, please provide a modified pricing schedule with a rationale for the increase.

If you agree to extend the award for the services and/or goods listed in your RFP #25-004, the same terms and conditions will be in effect from February 18, 2026 through February 17, 2027. Any modification to the terms, conditions, and/or pricing may require approval from the Board of Trustees.

Also, if you have a separate written contract with the district for the awarded services and/or goods, the terms of that contract will govern any extensions thereof.

To allow sufficient time to process this extension, please provide your response and any applicable backup information by 4:00 pm (MT) on December 15, 2025. You may email your response to my attention at lchavand@episd.org.

If you have any questions or require additional information, please contact the Procurement & School Resources Department at (915) 230-3100.

Respectfully,

Haydee Pena (Dec 15, 2025 16:24:08 MST)
Ms. Haydee Peña
Executive Director, Procurement & School Resources

CC: Bid File
Legal Office

Adrian Ibarra

I, Krista Ketchmark **, a duly-authorized representative of** Pearson

Representative Name **Company Name**

Wish to:
☒ **extend the current award with the same terms, conditions, and pricing.**
☐ **extend the current award with revisions (backup information is attached).**
☐ **terminate the award and be removed as an awarded vendor for these goods/services.**

Representative Signature	Representative Title	Date
Krista Ketchmark	Vice President, Pearson VUE	Dec 18, 2025

Signature: Adrian Ibarra (Dec 5, 2025 15:36:38 MST)

Email: aibarra@episd.org

EL PASO INDEPENDENT SCHOOL DISTRICT

MEETING DATE: OCTOBER 12, 2026

 B.
  ACADEMICS ITEMS

Board of Trustees
Executive Summary of Board Agenda Item

TITLE:
Approval of Production/Licensing Contracts for Music Theatre International for Musical Performances at El Paso High School, Chapin High School, and District Summer Musical Production (Budgeted General Operating, Federal, and Campus Activity Funds - $7,678.50)

JUSTIFICATION STATEMENT:
To support Districtwide musical productions, which combine students from all facets of Fine Arts, to include Art, Theatre, Dance, Choir, Orchestra, and Band in community performances

PURPOSE OF AGENDA ITEM: Action

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Other

STAFF RESPONSIBILE: Al Garcia, Chief Academics Officer; Phillip Barraza, Senior Director Fine Arts; Haydee Pena, Assistant Superintendent Technology Operations Systems

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:
Strategic Lever III: Destination District - El Paso ISD solidifies its position as El Paso's destination district.

SUMMARY:
Texas Education Code, Section 44.031, requires all school districts to use an approved formal procurement method when purchasing goods and services valued at $100,000 or more in the aggregate for each twelve (12) month period. This purchase will not exceed that established threshold. Administration is requesting approval of the Production/Licensing Contracts for Music Theatre International for the following shows to be produced and performed by the following schools and departments:

- Chapin High School requests “Mean Girls”
- El Paso High School requests “Mama Mia”
- EPISD Fine Arts Live On Stage Summer Musical requests “Les Miserables”

These performances average between 300 and 900 audience members, per show, depending on the theatre capacity. The objective is to enhance student participation by highlighting the exceptional talent present in District schools while also cultivating a profound appreciation for the arts within the community.

The Master Addendum to MTI Production contains an indemnification clause that states: “To the extent allowed by the law of Licensee’s state, the Licensee shall indemnify, defend, and hold MTI harmless from and against any and all liability, judgements, costs, damages, claims or demands, including, without limitation, reasonable attorney’s fees, arising out of the negligent acts or missions of the Licensee.” As per Board Policy CH (Local), only the Board can approve any indemnification clause.

ADMINISTRATIVE RECOMMENDATION/MOTION:
It is recommended that the Board approve the Production/Licensing Contracts for musical performances at El Paso High

School, Chapin High School, and the District's Summer Musical Production, in the total amount of $7,678.50 for all contracts, with the understanding that the contracts include an indemnification clause that is limited to the extent permitted by law, as presented.

FUNDING SOURCE: Budgeted General Operating; Federal; and Campus Activity Funds **ACCOUNT NO.:**
214.11.6499.699.24.000.831; 865.00.1290.000.00.000.012; 199.11.6499.006.11.100.006

FISCAL IMPACT AND COST:
$7,678.50

IMPACT ON OTHER FUCTIONS/OPERATIONS:

CONSEQUENCES OF NON-APPROVAL:
The schools and the District will not perform these musicals and performing and learning opportunities for students will be missed.

IMPLEMENTATION TIMELINE:
Upon Approval

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:
MTI - Chapin - Mean Girls
MTI - El Paso HS - Mamma Mia
MTI - Fine Arts - Les Miserables

MUSIC THEATRE INTERNATIONAL

Your MTI Rep: ISABELLA MORALES
Your MTI Account Number: 0065650
Contract #: 7167885 Printed on: 09/16/26

CONTRACT CHECKLIST

Read through your contract, then COMPLETE, SIGN, and RETURN the following:

- ▶ **CONTRACT CONFIRMATION Page**
  - **Fill in the following:**
    - Number of Performances *(first blank line on Contract Confirmation)*
    - Royalty per Performance *(second blank line on Contract Confirmation)*
    - Additional Rental costs *(if any)*
    - Grand Total of Additional Materials *(from Additional Materials page, if ordering)*
  - **Include Payment:**
    Check or Money Order (no personal checks)
    OR Credit Card information with signature
    OR Purchase Order (only for schools and government agencies)
    The $400 security fee *must* be paid by Credit Card, Check or Money Order
- ▶ **ADDITIONAL MATERIALS Page**— if ordering *(optional)*
- ▶ **ADDITIONAL ORCHESTRATION Page**— if ordering *(optional)*
- ▶ **VIDEO LICENSE, if available, and $75 fee** — if ordering *(optional)*
- ▶ **Any other Contract Riders that require signature**

ADDITIONAL NOTES

TO POSTPONE OR CANCEL A SHOW:

- Log into your MyMTI account at https://account.mtishows.com
- Click on *Change Booking*

  To Postpone: Select your new dates and click *Submit*
  You will receive an email confirmation including a summary of your requested changes

  To Cancel: Select *I'd Like to Cancel My Booking* and click *Submit*
  Once your request is processed, you will receive an email confirmation and you'll be able to access your invoice through your MyMTI account by clicking *Booking Details*, and then select *My Invoice*

MULTIPLE ORCHESTRATIONS: For shows with multiple Orchestrations, you may order additional parts only for the Orchestration you selected on the Contract Confirmation page.

FINAL SALES TAX AND SHIPPING FEES: Final Sales Tax and Shipping Fees can only be determined after Contract and security deposit have been processed.

HOW TO RETURN YOUR CONTRACT:

- By Email: Scan and email your signed Contract, with payment information, to your licensing representative
- By Mail: Sign and mail your Contract, with payment information, to:

  Music Theatre International
  423 West 55th Street
  2nd Floor
  New York, NY 10019

Please read through the entire Contract to ensure proper compliance with the terms of your agreement with MTI.

The Licensing FAQ/Guidelines and Contract Checklist are provided for information only and are not part of the MTI Production Contract

COVER_0_2

MTI PRODUCTION CONTRACT

Your MTI Rep: ISABELLA MORALES
Your MTI Account Number: 0065650
Contract #: 7167885 Printed on: 09/16/26

Licensee:

CHAPIN HIGH SCHOOL
ATTN.: CODY RITCHEY
7000 DYER STREET
EL PASO, TX 79904

TELE#: 915-276-5681 FAX:
E-MAIL: cmritche@episd.org

Contract Issue Date: 09/16/26
Contract Expiration Date: 11/11/26
Valid For Performances From: 11/19/26 - 11/21/26
MTI Access Code: MEA4866490

THIS IS A LICENSE FOR AN AMATEUR PRODUCTION OF:
MEAN GIRLS

Special Conditions

Royalty

ROYALTY A) $110.00 For Each Regular,Benefit or Other Performance
Provisions: Regular Performance
Seating Limited to 80 per Performance
Tickets @ 6.00 8.00 0.00 0.00 0.00

Security Fee

$400.00 to be refunded following the safe, timely return of the rented material to us, less handling/shipping/ missing materials/brokerage fees, late charges and/or any outstanding account obligations.

Rental Fee

$820.00 for a standard set of materials or any part thereof
Provisions:

See attached ADDITIONAL MATERIALS page for a complete list of all materials included in the Standard Rental Set.

The Standard Rental Set (see attached) is the ONLY acting edition authorized by the Authors and MUST be rented from us as a condition of this offering.

If the rental materials are needed in advance of the standard two-month rental period, they may be rented for $400.00 extra each month or part therof, pending availability.

CONTRACT CONFIRMATION
COMPLETE AND RETURN TO MTI

Your MTI Rep: ISABELLA MORALES
Your MTI Account Number: 0065650
Contract #: 7167885 Printed on: 09/16/26

CONFIRMATION OF PERFORMANCE INFORMATION

Name of Organization: CHAPIN HIGH SCHOOL
Name of Show: MEAN GIRLS
Name and address of performance space/venue: CHAPIN HIGH SCHOOL
7000 DYER 7000 DYER, EL PASO, TX 79904

Date(s) of performance(s): 11/19/2026 - 11/21/2026 **Offer Expires:** 11/11/2026
Please list number of performances
for each calendar month: _____

SHIP WITH: (check one) ☑ Standard Orchestration ☐ Alternate Orchestration ☐ Partial ☐ No Orchestration
(if "Partial," you MUST mark the required parts on the ORCHESTRATION DETAILS sheet, and return a copy with your signed contract.)

ROYALTY: Royalty A for 3 performance(s) @ $ 110.00 per performance, a total of $ 330.00

RENTAL: $820.00 for a standard set of materials or any part thereof $ 820.00

ADDITIONAL RENTAL (Outside of the standard two (2) month period): $100 per week X _____ weeks $ _____

SECURITY FEE: Your security fee MUST be paid in full by check, credit card or money order (No Purchase Orders accepted) in order to process your license. Failure to do so may result in a delay in the processing of your license. $ 400.00

ADDITIONAL MATERIALS GRAND TOTAL (from ADDITIONAL MATERIALS page): $ _____

Approved as to Form:

SALES TAX (where applicable): $ _____

TOTAL: Signed: Friday, September 25, 2026 $ 1,550.00

TOTAL AMOUNT ENCLOSED: $ _____

BALANCE REMAINING: $ _____

SHIPPING

You will be billed for all shipping charges.
Canadian and overseas shipments are by most efficient carrier, unless otherwise instructed.

Special Shipping Instructions: (check one) ☐ OVERNIGHT ☐ 3-DAY ☑ GROUND (up to 7 days)
If no shipping method is selected, shipment will be by FedEx Ground Service

Shipping Address: 7000 Dyer St.
(NO P.O. BOXES) _____
City: El Paso State: TX Zip/Postal Code: 79904

PAYMENT

ALL PAYMENTS MUST BE MADE IN U.S. FUNDS

☐ **CHECK** or **MONEY ORDER** (No personal checks accepted. Make payable to MUSIC THEATRE INTERNATIONAL)

☐ **CREDIT CARD:** ☐ **VISA** ☐ **MASTERCARD** ☐ **AMERICAN EXPRESS**

Card Number: _____ **Exp. Date:** _____
Name on Card: _____ **Billing Postal Code:** _____
Signature: _____ **Amount:** _____

**PLEASE NOTE: ANY REFUNDS ISSUED ON CREDIT CARD PAYMENTS WILL BE PAID TO THE ORGANIZATION BY CHECK*

☑ PURCHASE ORDER: For schools and government agencies ONLY, a signed, authorized purchase order is acceptable for ROYALTY and RENTAL payment. YOU MUST STILL return your check, money order or credit card information for the SECURITY FEE along with your signed, authorized P.O. with this license to cause materials to be shipped.

ACCEPTANCE

By signing below, you agree that (i) you have read and understand the terms and conditions of this Production Contract, the accompanying Performance License and all attached riders, which are incorporated by reference into the Performance License and (ii) Licensee shall abide by the terms and conditions contained therein.

PRINT YOUR NAME Brian Lusk TITLE Superintendent
AUTHORIZED SIGNATURE _____ DATE _____
EMAIL blusk@episd.org DAY PHONE 915-230-2576

CONFRM_0_13r

YOU MUST COMPLETE AND RETURN THIS PAGE WITH PAYMENT

STANDARD RENTAL SET

Your MTI Rep: ISABELLA MORALES
Your MTI Account Number: 0065650
Contract #: 7167885 Printed on: 09/16/26

The rental fee includes the materials below and, when applicable, a full OR partial set of the standard OR alternate orchestration. The rental fee will not change if no orchestrations are ordered.

YOUR STANDARD RENTAL SET WILL INCLUDE:

1 APPROVED CHANGES
1 ENHANCEMENT TRACK DIGITAL
1 ERRATA LIST
1 KEYBOARD 3-CONDUCTOR ACT 1
1 KEYBOARD 3-CONDUCTOR ACT 2
25 LIBRETTO/VOCAL BOOK
2 PIANO VOCAL SCORE
1 SONG PACKET

STDMAT_0__2

ORCHESTRATION
STANDARD ORCHESTRATION

Your MTI Rep: ISABELLA MORALES
Your MTI Account Number: 0065650
Contract #: 7167885 Printed on: 09/16/26

Below is a detailed list of all orchestra parts available for this title, along with doublings and other instrumentation notes. If you wish to order additional parts, mark the number of additional parts for each instrument, and return this page with your Contract Confirmation page and include the total number of additional parts on the Additional Materials form.

STANDARD ORCHESTRATION

BOOKS INCLUDED	ADDITIONAL REQUESTED	INSTRUMENT	DOUBLINGS
1	_____	BASS	ACOUSTIC BASS, 5-STRG FRETLESS BASS 5-STRING ELEC. BASS
1	_____	DRUMS	CHINA CYMBAL, DRUM SET, MARK TREE, PADS, PICCOLO SNARE SHAKER (2 SIZES), TAMBOURINE, TRIANGLE
1	_____	GUITAR 1	ACOUSTIC GUITAR, BANJO, ELECTRIC - DROP D ELECTRIC GUITAR, UKELELE, 12-STRING ELECTRIC
1	_____	GUITAR 2	ACOUSTIC GUITAR, ELECTRIC GUITAR, ELECTRIC-STRAT MANDOLIN, NYLON STRING GUITAR, 12-STRING ELECTRIC
1	_____	KEYBOARD 1	
1	_____	KEYBOARD 2	
1	_____	PERCUSSION	BELL TREE, BONGOS, CLAVES, CONGAS, CRASH CYMBAL CROTALES, DJEMBE, DUMBEK, EASTERN FINGER CYMB. EGG SHAKER, GLOCKENSPIEL, GRAN CASSA, HI JAM BLOCK LP MINI-TIMBALES, MINI WUHAN CHINA, MOUNTED TAMBOURINE ONE-SHOT SHAKER, ORCHESTRAL TRIANGLE, RIBBON CRASHER SHAKER, SMALL COWBELL, SUSPENDED CYMBAL, TAM-TAM TAMBOURINE, TIMPANI, TRIANGLE, WOOD BLOCK
1	_____	REED 1	ALTO SAXOPHONE, CLARINET, FLUTE, PICCOLO SOPRANO SAXOPHONE
1	_____	REED 2	BARITONE SAXOPHONE, BASS CLARINET, CLARINET, FLUTE TENOR SAXOPHONE
1	_____	TROMBONE	BASS TROMBONE, TROMBONE
1	_____	TRUMPET	FLUGELHORN, TRUMPET

ADDITIONAL MATERIALS

Your MTI Rep: ISABELLA MORALES
Your MTI Account Number: 0065650
Contract #: 7167885 Printed on: 09/16/26

ADDITIONAL STANDARD SET MATERIALS ORDER FORM

You can order additional materials and theatrical resources at the following rates.
To order, simply indicate the quantity of each item you would like and
add this Total to the Grand Total on the following page to the Confirmation Page of this Product on Contract.

ITEM	QUANTITY		COST EACH	TOTAL
ADDITIONAL MATERIALS				
ERRATA LIST	6			
KEYBOARD 3-CONDUCTOR ACT 1 (Replacement Fee $60.00)		x	$ 15.00	= $
KEYBOARD 3-CONDUCTOR ACT 2 (Replacement Fee $60.00)		x	$ 15.00	= $
LIBRETTO/VOCAL BOOK (Replacement Fee $25.00)		x	$ 6.25	= $
PIANO VOCAL SCORE (Replacement Fee $80.00)		x	$ 20.00	= $
SONG PACKET				
ADDITIONAL ORCHESTRA PARTS (Replacement Fee $60.00)		x	$ 15.00	= $

(Attach ORCHESTRATION sheet with additional parts required marked - list total quantity of parts above)

STANDARD SET MATERIALS TOTAL (add this total to Grand Total on next page) $ 0

You MUST return this form along with your contract to receive materials.

***See Vendor Pricing following the next page for pricing information

ADDITIONAL MATERIALS

Your MTI Rep: ISABELLA MORALES
Your MTI Account Number: 0065650
Contract #: 7167885 Printed on: 09/16/26

THEATRICAL RESOURCE MATERIALS ORDER FORM

You can order additional materials and theatrical resources at the following rates.
To order: Indicate the quantity of each item you would like and add the Grand Total of your entire Additional Materials order to the Confirmation Page of this Producton Contract

ITEM	QUANTITY		COST EACH		TOTAL
THEATRICAL RESOURCES					
CHOREOGRAPHY VIDEO GUIDES	Ø	x	$ 395.00	=	$ Ø .__
CUSTOMIZABLE SHOW POSTERS AND ARTWORK		x	$ 175.00	=	$.__
DIGITAL SCRIPT & PIANO/VOCAL SCORE		x	$ 299.00	=	$.__
FULL SCORE ACT 1 (Replacement Fee $200.00)		x	$ 50.00	=	$.__
FULL SCORE ACT 2 (Replacement Fee $200.00)		x	$ 50.00	=	$.__
HOW DOES THE SHOW GO ON?		x	$ 21.00	=	$.__
LOGO PACK DIGITAL		x	$ 75.00	=	$.__
PERFORMANCE ACCOMPANIMENT RECORDING (PERFORMANCE & REHEARSAL)		x	$ 750.00	=	$.__
REFERENCE RECORDING		x	$ 20.00	=	$.__
PERFORMANCE ACCOMPANIMENT RECORDING (REHEARSAL ONLY)		x	$ 350.00	=	$.__
REHEARSCORE APP		x	$ 400.00	=	$.__
SCENIC PROJECTIONS PRO(REH&PERF)		x	$ 1,795.00	=	$.__
SCENIC PROJECTIONS(REHEARSAL&PERF)		x	$ 850.00	=	$.__
SOCIAL MEDIA MARKETING KIT		x	$ 250.00	=	$.__
STAGE MANAGER SCRIPT (Replacement Fee $100.00)		x	$ 25.00	=	$.__
STAGE WRITE APPLICATION		x	$ 150.00	=	$.__
LOGO TEES SIX-PACK ADULT LARGE		x	$ 80.00	=	$.__
LOGO TEES SIX-PACK ADULT MEDIUM		x	$ 80.00	=	$.__
LOGO TEES SIX-PACK ADULT SMALL		x	$ 80.00	=	$.__
LOGO TEES SIX-PACK ADULT X-LARGE		x	$ 80.00	=	$.__
LOGO TEES SIX-PACK ADULT XX-LARGE		x	$ 80.00	=	$.__
LOGO TEES SIX-PACK CHILD LARGE		x	$ 80.00	=	$.__
LOGO TEES SIX-PACK CHILD MEDIUM		x	$ 80.00	=	$.__
LOGO TEES SIX-PACK CHILD SMALL		x	$ 80.00	=	$.__
KEYBOARDTEK ***					
ORCHEXTRA ***					
TRANSPOSITIONS-ON-DEMAND ***					

Add total for all items here.

Standard Set Additional Materials Total *(from previous page)* $ Ø .__

Theatrical Resource Additional Materials Total $ Ø .__

ADDITIONAL MATERIALS GRAND TOTAL *(add this total to Contract Confirmation Page)* $ Ø .__
You MUST return this form along with your contract to receive materials.

***See next page for pricing information

➤ For shows offering Customized Poster, the purchase of a Customized Poster and/or Social Media Marketing Kit requires purchase of a Logo Pack. If you order a Customized Poster without ordering a Logo Pack, a Logo Pack (at $75) will automatically be added to your order.

ADMAT-TH_2

RETURN THIS PAGE IF ORDERING ADDITIONAL MATERIALS

ADDITIONAL MATERIALS

Your MTI Rep: ISABELLA MORALES
Your MTI Account Number: 0065650
Contract #: 7167885 Printed on: 09/16/26

A Note About Additional Materials

The following guide will help you determine the price of available Additional Materials for your show.

Note: Not all Additional Materials are available for every show title.
To check for availability of any Additional Materials in the show you are licensing, please see the show-specific list of Additional Materials on the previous page.

Transpositions-on-Demand (*per song title*) **$150**
(*complete set of orchestra parts, and piano/conductor or piano/vocal score*)

KeyboardTEK (Keyboard patches & programming)
for pricing and to place an order, visit . . . . . www.KeyboardTEK.com

OrchExtra® *for pricing, visit. . . . . www.rms.biz*

Performance Accompaniment Recordings
As requested, if you want to order Performance Accompaniment Recordings, the pricing has already been calculated for you on the previous Additional Materials page. For your convenience, a breakdown of how the cost is calculated is below:

Rehearsal only **$350**

Rehearsal and Performance

Accredited schools:	up to 10 performances	**$750**
	11 or more performances (cost *per performance over 10*)	$100
All other eligible organizations:		
0 – 499 seats	up to 10 performances	**$750**
	11 or more performances (cost *per performance over 10*)	$100
500+ seats	up to 10 performances	**$999**
	11 or more performances (cost *per performance over 10*)	$100

— THIS PAGE IS FOR PRICING REFERENCE ONLY —

To order available Additional Materials,
enter the price on the previous ADDITIONAL MATERIALS page

BILLING CREDITS

Your MTI Rep: ISABELLA MORALES
Your MTI Account Number: 0065650
Contract #: 7167885 Printed on: 09/16/26

SHOW BILLING CREDITS

For proper usage, refer to **Section I, Paragraphs 4 (A & B)** of the Performance License.

***** SEE BILLING RIDER *****

MTI BILLING

In accordance with the **Performance License**, *all* advertising materials (posters, programs, websites, etc.) **MUST** include the following credit:

MEAN GIRLS

Is presented through special arrangement with Music Theatre International (MTI).
All authorized performance materials are also supplied by MTI.
www.mtishows.com

In addition, all press releases and press kits MUST indicate the production is licensed by Music Theatre International.

VIDEO RECORDING WARNING

This license does NOT grant the right** to make, use and/or distribute an audio or audiovisual recording (rehearsal, performance or otherwise) of the Play or any portion of it by any means whatsoever, including, but not limited to, through physical media (e.g., film, CD, DVD, tape) or any method of digital recording or distribution. You agree to inform all parents, students and attendees of the above prohibitions against recording the show by means of both a program note and a pre-show announcement.

In compliance with the above condition, you **MUST** include the following warning in your program:

Any video and/or audio recording of this production is strictly prohibited.

***except with respect to certain titles, where a limited video license is available for $75.00 and you have purchased that license.*

BILLING RIDER

SHOW BILLING CREDITS

CREDITS: You agree to bill the Play and the Authors in all programs (on the title page), houseboards, displays and in all advertising and all paid publicity, in the following manner:

Type Size

MEAN GIRLS — 100%

Book by TINA FEY — Music by JEFF RICHMOND — Lyrics by NELL BENJAMIN — **50%**

Based on the Paramount Pictures film *Mean Girls* — **33.33%**

ADDITIONAL TITLE PAGE BILLING: The following billing must appear on the title page of all programs and in all advertising and publicity wherever and whenever the full production credits appear, in a type size not less than 25% of the non-logo title of the Play:

Original Broadway Production Produced by
Lorne Michaels Stuart Thompson Sonia Friedman

Paramount Pictures Marisa Sechrest Ars Nova Entertainment Berlind Productions
Steve Burke Scott M. Delman Roy Furman Robert Greenblatt Ruth Hendel Jam Theatricals
The John Gore Organization The Lowy Salpeter Company James L. Nederlander
Christine Schwarzman Universal Theatrical Group
Executive Producer David Turner

You are required to include the Authors' and Paramount Pictures biographies in all programs of the Play that include biographies of any other creative team members. Bios can be found on the MTI website at: https://www.mtishows.com/about/author-bios

SHORTENED BILLING: Notwithstanding the foregoing, in advertisements of 1/4 page size or less, where only the title of the Play, performance dates and venue are provided, the following "shortened billing" is permissible:

MEAN GIRLS

PERFORMANCE LICENSE

Your MTI Rep: ISABELLA MORALES
Your MTI Account Number: 0065650
Contract #: 7167885 Printed on: 09/16/26

This Performance License (the "License"), and any Contract Riders attached to the MTI Production Contract ("Production Contract"), are incorporated by reference into the Production Contract and contain important restrictions and requirements regarding Licensee's production. Throughout this License, Music Theatre International is referred to as "MTI", "we" or "us"; the organization to which the Production Contract is issued is referred to as "Licensee" or "you"; and the individual signing on behalf of the Licensee is referred to as the "Authorized Signatory."

Please read this Performance License carefully and keep this copy for your records.

Your signature on the acceptance line of the Production Contract accompanying this License will acknowledge that:

a) you have read and understand the terms, conditions and provisions set forth below;
b) you are authorized to sign the Production Contract on behalf of Licensee;
c) you agree to the terms, conditions and provisions contained herein on behalf of Licensee; and
d) you will inform the producer(s), director(s) and creative team of Licensee's production of the terms, conditions and provisions contained in this Production Contract.

I. COPYRIGHT PROVISIONS, PRODUCTION RULES AND BILLING

Any violation of these copyright provisions shall automatically and immediately terminate the Production Contract.

1. **Rights Granted and Restrictions on Use of Replica Elements:** This Production Contract allows the public performance of the Play as represented in the rental materials provided by MTI under the following terms and conditions. The rights granted by MTI do not include the right to utilize any of the choreography, staging, direction, designs (including set, costume, video or projections), logos, or other intellectual property from any prior productions of the Play or from any film version of the Play. The rights to all of those elements, in whole or in part, are owned by third parties and are not granted as part of this Performance License. Licensee may use production elements such as choreography, direction, designs and/or logos when (i) any such elements are specifically provided as part of the standard rental materials, and thereby authorized for use by MTI, or (ii) where available, the Licensee purchases an MTI Production Resource thereby granting a license to use said element.

2. **Changing the Play; Casting:** Under federal law and under the terms of this Production Contract, you may not make any changes to the Play or any additional materials purchased or rented from MTI (the "MTI Rental Materials"), including but not limited to the following:

   a. You may not add music, dialogue, lyrics, non-verbal scenes or anything to the Play as embodied in the MTI Rental Materials, including any songs or dialogue from any film version of the Play or from any other production of the Play.

   b. You may not delete, in whole or in part, any material in the Play as embodied in the MTI Rental Materials.

   c. You may not make changes of any kind, including but not limited to changes of music, lyrics, dialogue, sequence of songs and/or scenes, time period, setting, characters or characterizations or gender of characters in the Play.

   d. You agree that any proposed change, addition, omission, interpolation, or alteration in the book, music, or lyrics of the Play shall first be submitted in writing to MTI. MTI may, in its sole discretion, seek approval for such change from the authors or other rightsholders of the Play (the "Rightsholders"). If permission for any such change is granted, such changes shall become the property of the Rightsholders without any obligation to you or any third party making such changes, and MTI may require you to enter into a work for hire agreement or copyright assignment with such third party. If MTI does not respond to a request for any changes in writing, the change shall be deemed disapproved. No such change shall be implemented in your production unless and until MTI has notified you in writing that the change is approved.

   e. The use of makeup to alter a performer's race or ethnicity (e.g., blackface, etc.) is strictly prohibited under this Performance License. Certain titles may have additional casting requirements set forth in a separate contract rider.

   f. You may not make any physical or digital copies of the materials provided or physically alter, amend, or change them, or digitally distribute them, without MTI's prior written permission. If such permission is granted, you agree to collect and destroy all such copies upon the completion of your production.

   g. MTI and the Rightsholders shall not be obligated at any time to offer royalty participation or make any payment to any person whom you may hire to direct, choreograph, stage, design, furnish musical services or otherwise actualize your production unless that person has entered into a written agreement directly with the Rightsholders or MTI.

   h. **The Authorized Signatory agrees to review these copyright provisions with the director and entire creative team of your production.**

3. **Advertising/Recording/Broadcast (Audio, Video, Digital, etc.):** Except for the customary right to advertise and publicize the Play by means of print, radio, television, online and social media, including TV commercials and B-Roll (in which no radio, television or digital commercial produced by Producer shall contain excerpts from the Play in excess of 30 seconds (90 seconds in the aggregate)), this Production Contract grants no rights to record, stream or distribute the Play or any portion of it by any means whatsoever (subject to the last sentence of this Paragraph). Specifically, except as set forth in the previous sentence, this Production Contract does not grant you any right to (i) make an audio or audiovisual recording (rehearsal, performance or otherwise) of the Play or any portion of it by any means whatsoever, including, but not limited to, tape, film, CD, DVD or digital versions; or (ii) to televise, broadcast, stream, make available for download or otherwise post online or in social media or through any mobile device the Play or any portion of it. You agree to inform all audience members of the above prohibitions against recording the show by means of both a program note and a pre-show announcement. If you have purchased a Streaming or Video License (where available) for your production of the Play, you may permit limited recording in accordance with the terms of the Streaming or Video License.

4. **Billing Credits and Use of Logos in Advertising and Promotion:**
   a. Billing: You must bill the Play, the authors and other creative personnel in all programs, houseboards, displays, websites, advertising and publicity (print or digital) exactly as set out in the Billing Credits section of this Production Contract. Your program must also include any other required language that appears in the Billing Credits (e.g., MTI credit, video recording warning language).
   b. Bios: If your program or website includes bios of any member of your creative team, you must include both (i) author bios and (ii) Music Theatre International's bio in your program. Bios may be found on our website at www.mtishows.com/bios or may be obtained by request from MTI.
   c. Logos: You may not use the copyrighted logo of the Play or any logo associated with any other production or film version of the Play, unless you purchase an MTI Logo Pack featuring that logo (where available) and you pay MTI the appropriate fee, if required.
   d. Use of Play Title in Domain Names and Social Media: You may not use any domain name or social media or account/handle incorporating the name of the Play without the prior written permission of MTI. If permission is granted, you must agree to assign the domain name to the Rightsholders or their duly authorized representatives.
   e. Program Copies: One (1) print copy of the program for your production should be sent to MTI's Business Office (in lieu of a print version, digital copies can be emailed to licensing@mtishows.com) not later than three (3) days following the opening performance.

5. **Merchandise:** You may not create merchandise based on the Play or using the Play's title, logo, characters, lyrics or text, whether for sale or distribution, without written permission from MTI acting on behalf of the Rightsholders or their duly authorized representatives. You may sell merchandise purchased from MTI (e.g., T-shirts), where available.

II. PERFORMANCE LICENSE AND PAYMENT PROVISIONS

1. **License Effective Date; Payments:** MTI must receive, prior to the Offer Expiration Date on the first page of the Production Contract, (i) a signed copy of the Production Contract and (ii) your security fee and any other payments that are due on execution, in U.S. funds, or your application for a license to produce the Play on the performance dates listed in the Production Contract will expire. Furthermore, MTI reserves the right to revoke the license offer at any time in its sole discretion before it has received the signed Production Contract and required payments. You will receive a confirmation from MTI when all such necessary submissions have been received and accepted (please allow approximately ten (10) business days) and at such time your Production Contract will take effect and your production will be considered licensed ("Fully Licensed"). Until such time, you agree not to advertise, announce, audition, present or sell tickets for any performances of the Play. Your license to produce the Play is conditioned on MTI receiving payment in full of all royalties, rental fees and other materials costs under this Production Contract (including payment for any ancillary productions or services purchased subsequent to the date the Production Contract was issued). (Accredited schools and government agencies only may provide a purchase order in lieu of upfront payment pursuant to Paragraph II. below). Payment in full is required before MTI will ship materials to you. In any case, if payment in full has not been received by MTI prior to the first scheduled performance date, the rights granted to you in this Production Contract will terminate and your production will be deemed to be unlicensed. You agree to pay all royalties, rental and any other amounts due to MTI upon execution or within the time period specifically set forth in the Production Contract and any rider. If no time period is listed for any other charges, you agree to pay such amounts owing to MTI within forty-five (45) days from the end of your production or within thirty (30) days of receipt of an invoice from MTI, as applicable.

2. **Changes:** If you wish to change any of the conditions set forth in this Production Contract in any way (including change of dates, reducing or increasing the number of performance(s), ticket price adjustments or change of venue), you must submit such requested changes to MTI's Business Office in writing immediately, and MTI must approve all changes before they may take effect. Changes in dates may be disallowed because of licensing restrictions on the Play (e.g., due to tours). Changes in the number of performances, tickets prices and venue or seating capacity may alter the fees quoted in the Production Contract. If MTI does not receive notice of changes prior to your first scheduled performance date under your Production Contract, MTI reserves the right to retain all amounts received or due to MTI under the original Production Contract. In addition, if any such changes would increase the amount owing to MTI (e.g., increased ticket prices; adding performances or increasing seating capacity), MTI will charge your account for such additional amounts. MTI in its discretion may charge a change fee of $25 each time changes (other than addition of performances or increased ticket prices) are made following the issuance of this Production Contract. If you wish to cancel your entire production, you must do so in accordance with Paragraph II.4 below.

3. **Additional Performances:** If you request the right to add performances or sell additional seats per performance pursuant to Paragraph 2 above, you agree to make additional royalty and rental payments for all such additional performances. You agree not to announce, advertise, present or sell tickets for such additional performances or additional capacity without prior written permission from MTI and payment of the additional royalty and fees due.

4. **Cancellation of Production:** If you wish to cancel your entire production, you must notify MTI's Business Office in writing immediately, but in any case prior to the date of the first scheduled performance set forth in the Production Contract. You understand that, even if you do not present the Play, you may be obligated for the fees set forth in this License and the Production Contract. MTI reserves the right to charge a cancellation fee of fifty dollars ($50.00) and is entitled to retain all other amounts paid or owing to MTI under this Production Contract. Cancellation of individual performances is covered in Paragraph II. 2 above. Refunds, if any, for a cancelled production will be issued in accordance with Paragraph II. 14 below. If MTI does not receive notice of cancellation of your production prior to the first scheduled performance date under your Performance License, MTI reserves the right to retain all amounts received or due to MTI under the original Production Contract as well as any other payments received for ancillary products and services after the Production Contract was issued. You acknowledge that if materials have shipped MTI has the right to retain a pro-rated portion of the rental fees and all shipping costs incurred if your production is cancelled for any reason, including all fees paid for additional rental weeks, all of which would be determined by MTI in its sole discretion.

5. **Complimentary Tickets:** You agree as a condition of this Production Contract to reserve two (2) complimentary tickets for each performance (if requested) for the use of MTI and the Rightsholders and MTI agrees not to sell such tickets.

6. **Purchase Orders:** For accredited schools and government agencies only, a signed, authorized Purchase Order is acceptable in lieu of upfront payment. You must still provide a check, credit card or money order for the SECURITY FEE as well as your signed, authorized Purchase Order when you return the signed Production Contract to cause materials to be shipped. Following the end of the production, you agree to promptly pay royalty and rental payments as well as any other amounts owing for ancillary products and services purchased after the original Production Contract was issued.

7. **Accounting:** You agree to keep and maintain full and regular books and records in which you shall record all items in connection with the production and presentation of the Play, including dates of performance, ticket prices and number of tickets sold. Such books and records shall be open at all reasonable business hours for inspection by MTI or its representatives at your office, and MTI shall have the right to make copies of and take extracts from such books and records. You shall submit to MTI's Business Office, within five (5) days following demand by MTI, a sworn statement setting forth the total number of performances actually presented and the precise date and place of each such performance. MTI's rights under this Paragraph shall continue for five (5) years following (i) the date of the last performance licensed under the Production Contract or (ii) the date on which MTI received final payment due hereunder, whichever is later.

8. **Default:** This License is conditioned upon your fulfillment of all obligations set forth in the License and in the accompanying Production Contract, including the prompt payment of all rental, royalty, security and other fees owing to MTI in U.S. funds when due. If any such payments are not made in full to MTI when due, the rights granted to you under this License will be deemed void ab initio (i.e., this License will be deemed invalid from the outset) and the production that is the subject of this License (and all performances thereof) will be deemed to constitute infringement and breach of contract under applicable law. Nevertheless, you will remain liable for the payment of all fees that might be due to us under this License and will be subject as well to statutory damages for copyright infringement. If you default in the performance of any of the terms of this License, then, in addition to any and all other remedies which we might have at law, we shall have the right to a preliminary injunction to enjoin further performance of the Play. You agree to reimburse us for any expenses incurred by us in enforcing our rights under this Paragraph 8, including, but not limited to, attorneys' fees,

telephone, fax, and postage charges and collection expenses. If you pay by check and it is returned insufficient funds or if you stop payment, MTI will charge a returned check fee (currently $45).

9. **Warranty:** MTI warrants that, on behalf of the Rightsholders of the Play, it is authorized to grant this License to you. MTI makes no other warranties.

10. **Reserved Rights:** All rights in and to the Play other than those specifically licensed to you under the terms of this Production Contract are reserved to MTI, with the unrestricted right of MTI to use, exploit or dispose of any of them at any time, whether or not the exercise of such rights may be in competition with the rights granted to you in this License.

11. **Transfer of Rights:** Under no conditions can this License be assigned or transferred without written consent from MTI.

12. **Governing Law:** This License shall be governed by the Laws of the State of New York, and any dispute arising out of or under this License agreement shall be litigated only in the courts of the City or State of New York in the City of New York or the United States District Court in the Southern District of New York, and in no other forum.

13. **Indemnification of Licensor:** You agree to indemnify MTI and its affiliates and the Rightsholders of the Play from any claim arising out of your violation of any of the provisions of this Production Contract.

14. **Refunds:** Refunds will be issued in the following circumstances.
    a. Following the conclusion of your production, if any refund is due to you (e.g., unused portion of security fee), you may elect to keep such amounts on your account to be used for future productions. If you do not elect to keep your refund amount on account, MTI will automatically process the refund within 6 to 8 weeks from the conclusion of your production. Your refund amount may be affected by charges such as shipping fees, missing materials charges, bank charges and other charges and fees specifically mentioned in this Production Contract.
    b. If you have cancelled your entire production in a timely manner in accordance with Paragraph II.4 above and are entitled to a refund, you may elect to keep the refund on your account to be used for future productions. If you do not elect to keep your refund on account, MTI will process your refund within 6 to 8 weeks from the date MTI receives written notice of the cancellation. Your refund amount may be affected by charges such as shipping fees, missing materials charges, bank charges and other charges and fees specifically mentioned in this Production Contract.

    You acknowledge that during a Force Majeure Event (as defined in Paragraph II.15 below), any refunds due to you may be delayed due to the volume of cancellations and refunds to be processed.

15. **Force Majeure:** Neither MTI nor the Licensee will be deemed in default of this License as a result of its delay or failure to perform its obligations (other than the Licensee's payment obligations) when such delay or failure arises out of causes beyond the reasonable control of MTI or the Licensee. Such causes may include, but are not restricted to, acts of God or the public enemy, war, insurrections, riots, civil disturbances, acts of terrorism, government restriction, fires, floods, strikes, unusually severe weather, epidemics, pandemics or other large-scale health events; but, in every case, delay or failure to perform must be beyond the reasonable control of and without the fault or negligence of the party (a "Force Majeure Event").

    In the case of a Force Majeure Event that results in the cancellation or postponement of Licensee's production, Licensee must, as soon as reasonably practicable after the onset of a Force Majeure Event, (a) provide written notice to MTI of the nature and extent of such Force Majeure Event and (b) inform MTI whether it has cancelled or changed the production dates or intends to do so. Cancellation of Licensee's production shall be in accordance with Paragraph II.4. Proposed changes (such as postponement) to Licensee's production shall be in accordance with Paragraph II.2. If Licensee is unable to notify MTI in writing prior to the cancellation or proposed change, Licensee shall do so as soon as reasonably practicable but in any event within five (5) business days of the originally scheduled first performance date (or if the Force Majeure Event begins after performances have begun, within five (5) business days of the onset of the Force Majeure Event). If MTI does not receive written notice that Licensee has cancelled its production due to the Force Majeure Event within such time period, MTI will assume such production has taken place in accordance with the terms of the Production Contract and will have the right to retain all amounts previously paid or owing to MTI for such production (and no refunds will be issued).

    Except in the case of cancellations and changes for which Licensee has notified MTI as provided above, nothing in this Paragraph shall affect or reduce Licensee's payment obligations under this Production Contract. Licensee shall remain liable for any cancellation fees, missing materials charges, shipping fees and other charges set forth in the Production Contract, including royalties for performances of the Play that were presented prior to the Force Majeure Event. Licensee also will

remain liable for amounts owing for ancillary products and services purchased after the original Production Contract was issued, all of which MTI may deduct from the security fee or other funds on account at MTI.

In the case of a Force Majeure Event affecting MTI, MTI shall, as soon as reasonably practicable after the occurrence of the Force Majeure Event, (a) provide written notice (such notice may be given by emails, social media or website postings to customers generally); and (b) use commercially reasonable efforts to resume performance (e.g., shipping materials) as reasonably practicable.

16. **Compliance with Laws.** Licensee represents and agrees that it shall be aware of and comply with all federal, state and local laws applicable to its production, including laws, regulations and ordinances pertaining to in-person gathering restrictions as well as any other rules or guidelines regarding any public health emergency (or similar situation) which may impact any aspect of Licensee's production, including but not limited to rehearsals, performances and audience attendance. MTI makes no representation or assessment of the legality or prudence of Licensee's decision to proceed with its production, nor shall MTI or the Rightsholders be held liable for any claims arising out of Licensee's decision to proceed with its production. Licensee shall indemnify and hold MTI and the rightsholders harmless from any claims, costs, and damages arising out of Licensee's production.

III. MATERIALS RENTAL PROVISIONS

1. **Rental Term and Delivery:** Delivery of the MTI Rental Materials is conditioned on your production being Fully Licensed as described in Paragraph II.1 (i.e., you have received written confirmation from MTI after submitting the signed Production Contract and paying all applicable royalty, rental and security fees). Provided your production is Fully Licensed, the MTI Rental Materials will be shipped approximately two (2) months prior to the first performance of your production; however, if you have not signed and submitted the Production Contract and remitted full payment in time to enable shipment by such date, MTI will process your shipment as soon as practicable once your production is Fully Licensed. In such case, MTI cannot guarantee the MTI Rental Materials will be delivered in sufficient time to meet your production schedule. If the MTI Rental Materials are needed in advance of the two (2)-month period, the charge is one hundred dollars ($100.00) for each additional week or partial week, subject to availability. MTI strongly recommends that delivery of materials be made to staffed locations where receipt can be confirmed. Signature confirmation of delivery significantly reduces the risk of loss to you. After MTI has received confirmation from the carrier that the materials have been delivered to the designated address, you acknowledge and agree that you shall be responsible for any loss or damage to the materials including costs to replace the materials and reship them to you.

2. **Authorized Rental Materials:** The MTI Rental Materials are the only Play materials authorized by the Rightsholders and must be rented from MTI as a condition of this Production Contract. You may not use scripts or orchestra parts obtained from other sources (including materials posted online). The full rental fee must be paid even if you do not intend to use all of the MTI Rental Materials in your production.

3. **Ownership:** All MTI Rental Materials, including missing materials, remain the property of MTI and must be returned to MTI following the conclusion of your production. You understand that the MTI Rental Materials (i) cannot be used for any purpose other than as stated in this License and (ii) may not be copied, scanned or otherwise reproduced, sold, traded, offered for sale or trade, posted online, used for performances other than those specified in this Production Contract or otherwise transferred physically or digitally.

4. **Suitability:** Although MTI strives to provide the highest quality service to you, MTI makes no representation as to the adequacy, suitability and/or condition of the MTI Rental Materials. Any missing or damaged materials MUST be reported to MTI's Business Office within five (5) business days after receipt of your shipment, or you may be liable for full replacement charges upon their return to MTI.

5. **Shipping Charges:** You are responsible for shipping charges BOTH WAYS for materials that MTI rents and/or supplies to you, as well as all customs charges, duties and the like in connection with shipments of materials outside of the United States and return shipment to MTI. You are responsible for complying with all customs regulations applicable to the return of materials to the United States. MTI ships by USPS, FedEx, UPS or other carriers at its sole option. Any expense that MTI incurs with respect to the delivery or return of the materials to its library shall be charged to you; you agree upon demand promptly to reimburse MTI for the full amount of such expense, whether or not your production is cancelled. A $10 handling fee is applied to each order.

6. **Return of Materials:** You agree that, no later than seven (7) days after the last performance under this Production Contract, you will return to MTI, by prepaid carrier, insured for not less than seven hundred fifty dollars ($750.00), the complete

set of materials (including any additional materials ordered) in as good condition as when you received it. Should you fail to do so, MTI shall be entitled to an additional rental fee of twenty dollars ($20.00) per item for each day that you retain any material beyond the period of seven (7) days after the last performance. You are responsible for the safe return to MTI of all MTI Rental Materials. If complete materials are not returned all at once and properly labeled, your account may not be credited or you may be liable for a restocking fee. If a Force Majeure Event (as defined in Paragraph II.15) prevents you from returning the materials, you will not be charged a missing materials fee for any days covered by the Force Majeure Event provided (a) you have notified MTI you are unable to return the materials due to the Force Majeure Event and (b) you return the materials promptly after circumstances permit you to do so but in no event later than three (3) months after the onset of the Force Majeure Event.

7. **Address for Return of Materials:** All materials must be returned to MTI's Music Library in Connecticut (Address listed below):

8. **DO NOT SHIP RENTED PRODUCTION MATERIALS TO THE NEW YORK BUSINESS OFFICE!**

RETURN ALL RENTED PRODUCTION MATERIALS TO:

Music Theatre International
31A Industrial Park Road
New Hartford, CT 06057

Phone: 860-379-3320

Any materials returned to MTI's New York Business Office will be subject to a transfer charge of up to $50.00.

9. **Damage/Loss:** Any damage to or loss of the materials shall be charged to you. You agree upon demand promptly to reimburse MTI for the full amount of such evaluated damage to or loss of materials. Any materials lost or damaged while in your possession will be assessed replacement fees as set forth in this Production Contract. Materials are deemed to be in your possession, and risk of loss passes to you, once the carrier has confirmed to MTI that the materials have been delivered to your designated address.

ADDENDUM
FOR STATE ENTITIES ONLY

This Addendum is Intended Only for State Entities that Require Contract Changes.

MTI recognizes that state entities, e.g., schools, sometimes must request changes in our standard MTI production contract to comply with restrictions under their state's law. To make this process easier, we are providing this Addendum to the standard MTI Contract agreeing to the changes below.

THIS ADDENDUM ("Addendum") is entered into between the licensee signing this Addendum below ("Licensee") and **MTI ENTERPRISES INC. d/b/a Music Theatre International** ("MTI"), located at 423 West 55th St., New York, NY 10019.

Licensee is a school, university or agency, board, district, or other entity of any branch of the government of the state in which it is located (the "State") or any political subdivision of the State ("State Entity").

Licensee has informed MTI that as a State Entity it is prohibited as a matter of law and/or policy of the State from agreeing to certain terms that appear in MTI's standard production contracts and other licensing documents (e.g., video licenses, streaming licenses) (all such documents, the "MTI License").

Accordingly, MTI and Licensee have agreed to the following modifications to the attached MTI License between MTI and Licensee:

1. **Conflicts.** In the event of a conflict between the terms of any MTI License and the terms of this Addendum, the terms of this Addendum shall control; in addition, in the event of any conflict between the terms of any Licensee purchase order, addendum or other special provisions provided to MTI in connection with an MTI License ("Licensee Supplements"), this Addendum shall control. For the avoidance of doubt, Licensee Supplements shall not be binding upon MTI unless MTI has signed such document or agreed in writing to incorporate such terms by reference.
2. **Licensee's Status.** Licensee represents that it is a State Entity (as defined above) and is therefore prohibited as a matter of law from accepting certain standard clauses that appear in MTI's Licenses.
3. **MTI's Status.** MTI represents that it is a corporation organized under the laws of the State of New York. MTI licenses musical plays on behalf of the copyright owners to licensees for productions to be presented by the licensees. MTI does not provide services to licensees and as such any terms of Licensee Supplements that apply to contractors providing on-site services to Licensee are deemed deleted and/or are inapplicable. In addition, Licensee acknowledges that any work for hire or other provisions that purport to vest ownership of the musical plays (or approved changes thereto) in Licensee are deemed deleted and/or are inapplicable to the play licensed by MTI.
4. **Governing Law.** Any provision in the MTI License selecting New York state law and any provision in a Licensee Supplement (if any) selecting the law of the State as the governing law are deleted in their entirety, and the parties agree that the MTI License shall remain silent as to the governing law of the contract.
5. **Indemnification.** Any provision requiring Licensee to indemnify MTI is amended in its entirety to read as follows: "To the extent allowed by the law of Licensee's State, the Licensee shall indemnify, defend, and hold MTI harmless from and against any and all liability, judgments, costs, damages, claims or demands, including, without limitation, reasonable attorney's fees, arising out of the negligent acts or omissions of the Licensee. If the law of the State does not permit Licensee to indemnify MTI in any manner, the MTI indemnification clauses are deleted and Licensee agrees it will be responsible to MTI and Rightsholder(s) for any claims arising out of Licensee's violation of any of the provisions of this License."
6. **Late Charges, Attorney Fees, etc.** To the extent the law of the State prohibits or limits Licensee from agreeing to any term in an MTI License that would impose cancellation fees, late charges, attorney's fees or collection expenses, such terms are deemed modified to the extent permitted by the law of the State or, if applicable, deleted.
7. **Sovereign Immunity.** MTI acknowledges that nothing contained in the MTI License or this Addendum is intended to be construed as a waiver of sovereign immunity by Licensee or the State.
8. **Effective Date. This Addendum shall become effective upon execution and delivery to MTI of the signed Addendum and the signed MTI License for the applicable production.**

IN WITNESS WHEREOF, this Addendum has been executed by the parties as of the date of the MTI License.

_____
Organization Name

By: _____

Name: _____

Title: _____

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Approved to Form:

Jeanne C. Collins
EPISD General Counsel

MTI ENTERPRISES INC.
d/b/a MUSIC THEATRE INTERNATIONAL

By: _____

Deborah Hartnett
Senior Vice President and General Counsel

MUSIC THEATRE INTERNATIONAL

Your MTI Rep: ISABELLA MORALES
Your MTI Account Number: 0054261
Contract #: 7153816 Printed on: 08/17/26

CONTRACT CHECKLIST

Read through your contract, then COMPLETE, SIGN, and RETURN the following:

- **CONTRACT CONFIRMATION Page**
  - **Fill in the following:**
    - Number of Performances *(first blank line on Contract Confirmation)*
    - Royalty per Performance *(second blank line on Contract Confirmation)*
    - Additional Rental costs *(if any)*
    - Grand Total of Additional Materials *(from Additional Materials page, if ordering)*
  - **Include Payment:**
    Check or Money Order (no personal checks)
    OR Credit Card information with signature
    OR Purchase Order (only for schools and government agencies)
    The $400 security fee *must* be paid by Credit Card, Check or Money Order
- **ADDITIONAL MATERIALS Page**— if ordering *(optional)*
- **ADDITIONAL ORCHESTRATION Page**— if ordering *(optional)*
- **VIDEO LICENSE, if available, and $75 fee** — if ordering *(optional)*
- **Any other Contract Riders that require signature**

ADDITIONAL NOTES

TO POSTPONE OR CANCEL A SHOW:

- Log into your MyMTI account at https://account.mtishows.com
- Click on *Change Booking*

  To Postpone: Select your new dates and click *Submit*
  You will receive an email confirmation including a summary of your requested changes

  To Cancel: Select *I'd Like to Cancel My Booking* and click *Submit*
  Once your request is processed, you will receive an email confirmation and you'll be able to access your invoice through your MyMTI account by clicking *Booking Details*, and then select *My Invoice*

MULTIPLE ORCHESTRATIONS: For shows with multiple Orchestrations, you may order additional parts only for the Orchestration you selected on the Contract Confirmation page.

FINAL SALES TAX AND SHIPPING FEES: Final Sales Tax and Shipping Fees can only be determined after Contract and security deposit have been processed.

HOW TO RETURN YOUR CONTRACT:

- By Email: Scan and email your signed Contract, with payment information, to your licensing representative
- By Mail: Sign and mail your Contract, with payment information, to:

  Music Theatre International
  423 West 55th Street
  2nd Floor
  New York, NY 10019

Please read through the entire Contract to ensure proper compliance with the terms of your agreement with MTI.

The Licensing FAQ/Guidelines and Contract Checklist are provided for information only and are not part of the MTI Production Contract

COVER_0_2

MTI PRODUCTION CONTRACT

Your MTI Rep: ISABELLA MORALES
Your MTI Account Number: 0054261
Contract #: 7153816 Printed on: 08/17/26

- REPRINT -

Licensee:

EL PASO HIGH SCHOOL THEATRE
C/O: JACOB RODRIGUEZ
800 E SCHUSTER
EL PASO, TX 79902

TELE#: FAX:
E-MAIL: jrodri13@episd.org

Contract Issue Date: 08/17/26
Contract Expiration Date: 10/12/26
Valid For Performances From: 11/18/26 - 11/20/26
MTI Access Code: MAM4761915

THIS IS A LICENSE FOR AN AMATEUR PRODUCTION OF:
MAMMA MIA!

Special Conditions

WITH ALL STUDENT CAST AGED 18 & UNDER ONLY!!

Royalty

ROYALTY A) $370.00 For Each Regular,Benefit or Other Performance
Provisions: Regular Performance
Seating Limited to 330 per Performance
Tickets @ 7.00 0.00 0.00 0.00 0.00

Security Fee

$400.00 to be refunded following the safe, timely return of the rented material to us, less handling/shipping/ missing materials/brokerage fees, late charges and/or any outstanding account obligations.

Rental Fee

$745.00 for a standard set of materials or any part thereof
Provisions:

See attached ADDITIONAL MATERIALS page for a complete list of all materials included in the Standard Rental Set.

The Standard Rental Set (see attached) is the ONLY acting edition authorized by the Authors and MUST be rented from us as a condition of this offering.

If the rental materials are needed in advance of the standard two-month rental period, they may be rented for $400.00 extra each month or part therof, pending availability.

CONTRACT CONFIRMATION
COMPLETE AND RETURN TO MTI

Your MTI Rep: ISABELLA MORALES
Your MTI Account Number: 0054261
Contract #: 7153816 Printed on: 08/17/26

CONFIRMATION OF PERFORMANCE INFORMATION

Name of Organization: EL PASO HIGH SCHOOL THEATRE
Name of Show: MAMMA MIA!
Name and address of performance space/venue: AUDITORIUM
800 E SCHUSTER , EL PASO, TX 79902

Date(s) of performance(s): 11/18/2026 - 11/20/2026 **Offer Expires:** 10/12/2026
Please list number of performances
for each calendar month: _____

SHIP WITH: (check one) ☐ Standard Orchestration ☐ Alternate Orchestration ☐ Partial ☐ No Orchestration
(if "Partial," you MUST mark the required parts on the ORCHESTRATION DETAILS sheet, and return a copy with your signed contract)

ROYALTY: Royalty A for 3 performance(s) @ $ 370.00 per performance, a total of $ 1110.00

RENTAL: $745.00 for a standard set of materials or any part thereof $ 745.00

ADDITIONAL RENTAL (Outside of the standard two (2) month period): $100 per week X _____ weeks $ _____

SECURITY FEE: Your security fee MUST be paid in full by check, credit card or money order (No Purchase Orders accepted) in order to process your license. Failure to do so may result in a delay in the processing of your license. $ 400.00

ADDITIONAL MATERIALS GRAND TOTAL (from ADDITIONAL MATERIALS page): $ _____

Approved as to Form:

SALES TAX (where applicable): $ _____

TOTAL: $ 2255.00

Signed: Friday, September 25, 2026

TOTAL AMOUNT ENCLOSED: Shipping $ 100.00

BALANCE REMAINING: $ 2355.00

SHIPPING

You will be billed for all shipping charges.
Canadian and overseas shipments are by most efficient carrier, unless otherwise instructed.

Special Shipping Instructions: (check one) ☐ OVERNIGHT ☐ 3-DAY ☒ GROUND (up to 7 days)
If no shipping method is selected, shipment will be by FedEx Ground Service

Shipping Address: 800 E. Schuster Ave.
(NO P.O. BOXES)
City: El Paso State: TX Zip/Postal Code: 79902

PAYMENT

ALL PAYMENTS MUST BE MADE IN U.S. FUNDS

☐ **CHECK** or **MONEY ORDER** (No personal checks accepted. Make payable to MUSIC THEATRE INTERNATIONAL)

☐ **CREDIT CARD:** ☐ **VISA** ☐ **MASTERCARD** ☐ **AMERICAN EXPRESS**

Card Number: _____ **Exp. Date:** _____
Name on Card: _____ **Billing Postal Code:** _____
Signature: _____ **Amount:** _____

**PLEASE NOTE: ANY REFUNDS ISSUED ON CREDIT CARD PAYMENTS WILL BE PAID TO THE ORGANIZATION BY CHECK*

☑ PURCHASE ORDER: For schools and government agencies ONLY, a signed, authorized purchase order is acceptable for ROYALTY and RENTAL payment. YOU MUST STILL return your check, money order or credit card information for the SECURITY FEE along with your signed, authorized P.O. with this license to cause materials to be shipped.

ACCEPTANCE

By signing below, you agree that (i) you have read and understand the terms and conditions of this Production Contract, the accompanying Performance License and a attached riders, which are incorporated by reference into the Performance License and (ii) Licensee sha l abide by the terms and conditions contained therein

PRINT YOUR NAME Brian Lusk TITLE Superintendent
AUTHORIZED SIGNATURE _____ DATE _____
EMAIL blusk@episd.org DAY PHONE 915-230-2576

CONFRM_0_13r

YOU MUST COMPLETE AND RETURN THIS PAGE WITH PAYMENT

STANDARD RENTAL SET

Your MTI Rep: ISABELLA MORALES
Your MTI Account Number: 0054261
Contract #: 7153816 Printed on: 08/17/26

The rental fee includes the materials below and, when applicable, a full OR partial set of the standard OR alternate orchestration The rental fee will not change if no orchestrations are ordered.

YOUR STANDARD RENTAL SET WILL INCLUDE:

1 KEYBOARD SOUNDS REFERENCE-DIGITAL
1 KEYBOARD1 - CONDUCTOR SCORE
30 LIBRETTO/VOCAL BOOK
1 PIANO VOCAL SCORE

ORCHESTRATION
STANDARD ORCHESTRATION

Your MTI Rep: ISABELLA MORALES
Your MTI Account Number: 0054261
Contract #: 7153816 Printed on: 08/17/26

Below is a detailed list of all orchestra parts available for this title, along with doublings and other instrumentation notes. If you wish to order additional parts, mark the number of additional parts for each instrument, and return this page with your Contract Confirmation page and include the total number of additional parts on the Additional Materials form.

STANDARD ORCHESTRATION

BOOKS INCLUDED	ADDITIONAL REQUESTED	INSTRUMENT	DOUBLINGS
1	_____	BASS	ELECTRIC BASS
1	_____	DRUMS	DRUM KIT
1	_____	GUITAR 1	ACOUSTIC GUITAR, ELECTRIC GUITAR
1	_____	GUITAR 2	ACOUSTIC GUITAR, ELECTRIC GUITAR, 12-STRING ACOUSTIC
1	_____	KEYBOARD 2	
1	_____	KEYBOARD 3	
1	_____	KEYBOARD 4	
1	_____	KEYBOARD1 - CONDUCTOR SCORE	
1	_____	PERCUSSION	BELL TREE, CABASA, CONGAS, CROTALES, GLOCKENSPIEL MARK TREE, SHAKER, SLEIGH BELLS, TAMBOURINE, TIMBALES TIMPANI, XYLOPHONE

ADDITIONAL MATERIALS

Your MTI Rep: ISABELLA MORALES
Your MTI Account Number: 0054261
Contract #: 7153816 Printed on: 08/17/26

ADDITIONAL STANDARD SET MATERIALS ORDER FORM

You can order additional materials and theatrical resources at the following rates.
To order, simply indicate the quantity of each item you would like and
add this Total to the Grand Total on the following page to the Confirmation Page of this Product on Contract.

ITEM	QUANTITY		COST EACH	TOTAL
ADDITIONAL MATERIALS				
KEYBOARD1 - CONDUCTOR SCORE (Replacement Fee $120.00)	Ø	x	$ 30.00	= $ Ø
LIBRETTO/VOCAL BOOK (Replacement Fee $25.00)		x	$ 6.25	= $
PIANO VOCAL SCORE (Replacement Fee $80.00)		x	$ 20.00	= $
ADDITIONAL ORCHESTRA PARTS (Replacement Fee $60.00)		x	$ 15.00	= $

(Attach ORCHESTRATION sheet with additional parts required marked - list total quantity of parts above)

STANDARD SET MATERIALS TOTAL (add this total to Grand Total on next page) $ Ø
You MUST return this form along with your contract to receive materials.

***See Vendor Pricing following the next page for pricing information

ADMAT-SS_1

RETURN THIS PAGE ONLY IF ORDERING ADDITIONAL STANDARD SET MATERIALS

ADDITIONAL MATERIALS

Your MTI Rep: ISABELLA MORALES
Your MTI Account Number: 0054261
Contract #: 7153816 Printed on: 08/17/26

THEATRICAL RESOURCE MATERIALS ORDER FORM

You can order additional materials and theatrical resources at the following rates.
To order: Indicate the quantity of each item you would like and add the Grand Total of your entire Additional Materials order to the Confirmation Page of this Producton Contract

ITEM	QUANTITY		COST EACH		TOTAL
THEATRICAL RESOURCES					
CUSTOMIZABLE SHOW POSTERS AND ARTWORK	Ø	x	$ 175.00	= $	Ø
DIGITAL SCRIPT & PIANO/VOCAL SCORE		x	$ 299.00	= $	
HOW DOES THE SHOW GO ON?		x	$ 21.00	= $	
LOGO PACK DIGITAL		x	$ 75.00	= $	
PERFORMANCE ACCOMPANIMENT RECORDING (PERFORMANCE & REHEARSAL)		x	$ 750.00	= $	
REFERENCE RECORDING		x	$ 20.00	= $	
PERFORMANCE ACCOMPANIMENT RECORDING (REHEARSAL ONLY)		x	$ 350.00	= $	
REHEARSCORE APP		x	$ 350.00	= $	
SCENIC PROJECTIONS PRO(REH&PERF)		x	$ 1,795.00	= $	
SCENIC PROJECTIONS(REHEARSAL&PERF)		x	$ 850.00	= $	
SOCIAL MEDIA MARKETING KIT		x	$ 250.00	= $	
STAGE WRITE APPLICATION		x	$ 150.00	= $	
LOGO TEES SIX-PACK ADULT LARGE		x	$ 80.00	= $	
LOGO TEES SIX-PACK ADULT MEDIUM		x	$ 80.00	= $	
LOGO TEES SIX-PACK ADULT SMALL		x	$ 80.00	= $	
LOGO TEES SIX-PACK ADULT X-LARGE		x	$ 80.00	= $	
LOGO TEES SIX-PACK ADULT XX-LARGE		x	$ 80.00	= $	
LOGO TEES SIX-PACK CHILD LARGE		x	$ 80.00	= $	
LOGO TEES SIX-PACK CHILD MEDIUM		x	$ 80.00	= $	
LOGO TEES SIX-PACK CHILD SMALL		x	$ 80.00	= $	
KEYBOARDTEK ***					
ORCHEXTRA ***					
TRANSPOSITIONS-ON-DEMAND ***					

Standard Set Additional Materials Total *(from previous page)* $ Ø

Theatrical Resource Additional Materials Total $ Ø

ADDITIONAL MATERIALS GRAND TOTAL *(add this total to Contract Confirmation Page)* $ Ø
You MUST return this form along with your contract to receive materials.

***See next page for pricing information

➤ For shows offering Customized Poster, the purchase of a Customized Poster and/or Social Media Marketing Kit requires purchase of a Logo Pack. If you order a Customized Poster without ordering a Logo Pack, a Logo Pack (at $75) will automatically be added to your order.

ADDITIONAL MATERIALS

A Note About Additional Materials

The following guide will help you determine the price of available Additional Materials for your show.

Note: Not all Additional Materials are available for every show title.
To check for availability of any Additional Materials in the show you are licensing, please see the show-specific list of Additional Materials on the previous page.

Transpositions-on-Demand *(per song title)* **$150**
(complete set of orchestra parts, and piano/conductor or piano/vocal score)

KeyboardTEK (Keyboard patches & programming)
for pricing and to place an order, visit . . . . . www.KeyboardTEK.com

OrchExtra® *for pricing, visit. . . . . www.rms.biz*

Performance Accompaniment Recordings
As requested, if you want to order Performance Accompaniment Recordings, the pricing has already been calculated for you on the previous Additional Materials page. For your convenience, a breakdown of how the cost is calculated is below:

Rehearsal only **$350**

Rehearsal and Performance

Accredited schools:	up to 10 performances	**$750**
	11 or more performances (cost *per performance over 10*)	$100
All other eligible organizations:		
0 – 499 seats	up to 10 performances	**$750**
	11 or more performances (cost *per performance over 10*)	$100
500+ seats	up to 10 performances	**$999**
	11 or more performances (cost *per performance over 10*)	$100

— THIS PAGE IS FOR PRICING REFERENCE ONLY —

To order available Additional Materials,
enter the price on the previous ADDITIONAL MATERIALS page

BILLING CREDITS

Your MTI Rep: ISABELLA MORALES
Your MTI Account Number: 0054261
Contract #: 7153816 Printed on: 08/17/26

SHOW BILLING CREDITS

For proper usage, refer to **Section I, Paragraphs 4 (A & B)** of the Performance License.

SEE ADDITIONAL LICENSING GUIDELINES AND PROVISIONS
and ADDITIONAL BILLING REQUIREMENTS

MTI BILLING

In accordance with the **Performance License**, *all* advertising materials (posters, programs, websites, etc.) **MUST** include the following credit:

MAMMA MIA!

Is presented through special arrangement with Music Theatre International (MTI).
All authorized performance materials are also supplied by MTI.
www.mtishows.com

In addition, all press releases and press kits MUST indicate the production is licensed by Music Theatre International.

VIDEO RECORDING WARNING

This license does NOT grant the right** to make, use and/or distribute an audio or audiovisual recording (rehearsal, performance or otherwise) of the Play or any portion of it by any means whatsoever, including, but not limited to, through physical media (e.g., film, CD, DVD, tape) or any method of digital recording or distribution. You agree to inform all parents, students and attendees of the above prohibitions against recording the show by means of both a program note and a pre-show announcement.

In compliance with the above condition, you **MUST** include the following warning in your program:

Any video and/or audio recording of this production is strictly prohibited.

***except with respect to certain titles, where a limited video license is available for $75.00 and you have purchased that license.*

BILLG_023_2c

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

PERFORMANCE LICENSE

Your MTI Rep: ISABELLA MORALES
Your MTI Account Number: 0054261
Contract #: 7153816 Printed on: 08/17/26

This Performance License (the "License"), and any Contract Riders attached to the MTI Production Contract ("Production Contract"), are incorporated by reference into the Production Contract and contain important restrictions and requirements regarding Licensee's production. Throughout this License, Music Theatre International is referred to as "MTI", "we" or "us"; the organization to which the Production Contract is issued is referred to as "Licensee" or "you"; and the individual signing on behalf of the Licensee is referred to as the "Authorized Signatory."

Please read this Performance License carefully and keep this copy for your records.

Your signature on the acceptance line of the Production Contract accompanying this License will acknowledge that:

a) you have read and understand the terms, conditions and provisions set forth below;
b) you are authorized to sign the Production Contract on behalf of Licensee;
c) you agree to the terms, conditions and provisions contained herein on behalf of Licensee; and
d) you will inform the producer(s), director(s) and creative team of Licensee's production of the terms, conditions and provisions contained in this Production Contract.

I. COPYRIGHT PROVISIONS, PRODUCTION RULES AND BILLING

Any violation of these copyright provisions shall automatically and immediately terminate the Production Contract.

1. **Rights Granted and Restrictions on Use of Replica Elements:** This Production Contract allows the public performance of the Play as represented in the rental materials provided by MTI under the following terms and conditions. The rights granted by MTI do not include the right to utilize any of the choreography, staging, direction, designs (including set, costume, video or projections), logos, or other intellectual property from any prior productions of the Play or from any film version of the Play. The rights to all of those elements, in whole or in part, are owned by third parties and are not granted as part of this Performance License. Licensee may use production elements such as choreography, direction, designs and/or logos when (i) any such elements are specifically provided as part of the standard rental materials, and thereby authorized for use by MTI, or (ii) where available, the Licensee purchases an MTI Production Resource thereby granting a license to use said element.

2. **Changing the Play; Casting:** Under federal law and under the terms of this Production Contract, you may not make any changes to the Play or any additional materials purchased or rented from MTI (the "MTI Rental Materials"), including but not limited to the following:

   a. You may not add music, dialogue, lyrics, non-verbal scenes or anything to the Play as embodied in the MTI Rental Materials, including any songs or dialogue from any film version of the Play or from any other production of the Play.

   b. You may not delete, in whole or in part, any material in the Play as embodied in the MTI Rental Materials.

   c. You may not make changes of any kind, including but not limited to changes of music, lyrics, dialogue, sequence of songs and/or scenes, time period, setting, characters or characterizations or gender of characters in the Play.

   d. You agree that any proposed change, addition, omission, interpolation, or alteration in the book, music, or lyrics of the Play shall first be submitted in writing to MTI. MTI may, in its sole discretion, seek approval for such change from the authors or other rightsholders of the Play (the "Rightsholders"). If permission for any such change is granted, such changes shall become the property of the Rightsholders without any obligation to you or any third party making such changes, and MTI may require you to enter into a work for hire agreement or copyright assignment with such third party. If MTI does not respond to a request for any changes in writing, the change shall be deemed disapproved. No such change shall be implemented in your production unless and until MTI has notified you in writing that the change is approved.

   e. The use of makeup to alter a performer's race or ethnicity (e.g., blackface, etc.) is strictly prohibited under this Performance License. Certain titles may have additional casting requirements set forth in a separate contract rider.

   f. You may not make any physical or digital copies of the materials provided or physically alter, amend, or change them, or digitally distribute them, without MTI's prior written permission. If such permission is granted, you agree to collect and destroy all such copies upon the completion of your production.

   g. MTI and the Rightsholders shall not be obligated at any time to offer royalty participation or make any payment to any person whom you may hire to direct, choreograph, stage, design, furnish musical services or otherwise actualize your production unless that person has entered into a written agreement directly with the Rightsholders or MTI.

   h. **The Authorized Signatory agrees to review these copyright provisions with the director and entire creative team of your production.**

3. **Advertising/Recording/Broadcast (Audio, Video, Digital, etc.):** Except for the customary right to advertise and publicize the Play by means of print, radio, television, online and social media, including TV commercials and B-Roll (in which no radio, television or digital commercial produced by Producer shall contain excerpts from the Play in excess of 30 seconds (90 seconds in the aggregate)), this Production Contract grants no rights to record, stream or distribute the Play or any portion of it by any means whatsoever (subject to the last sentence of this Paragraph). Specifically, except as set forth in the previous sentence, this Production Contract does not grant you any right to (i) make an audio or audiovisual recording (rehearsal, performance or otherwise) of the Play or any portion of it by any means whatsoever, including, but not limited to, tape, film, CD, DVD or digital versions; or (ii) to televise, broadcast, stream, make available for download or otherwise post online or in social media or through any mobile device the Play or any portion of it. You agree to inform all audience members of the above prohibitions against recording the show by means of both a program note and a pre-show announcement. If you have purchased a Streaming or Video License (where available) for your production of the Play, you may permit limited recording in accordance with the terms of the Streaming or Video License.

4. **Billing Credits and Use of Logos in Advertising and Promotion:**
   a. Billing: You must bill the Play, the authors and other creative personnel in all programs, houseboards, displays, websites, advertising and publicity (print or digital) exactly as set out in the Billing Credits section of this Production Contract. Your program must also include any other required language that appears in the Billing Credits (e.g., MTI credit, video recording warning language).
   b. Bios: If your program or website includes bios of any member of your creative team, you must include both (i) author bios and (ii) Music Theatre International's bio in your program. Bios may be found on our website at www.mtishows.com/bios or may be obtained by request from MTI.
   c. Logos: You may not use the copyrighted logo of the Play or any logo associated with any other production or film version of the Play, unless you purchase an MTI Logo Pack featuring that logo (where available) and you pay MTI the appropriate fee, if required.
   d. Use of Play Title in Domain Names and Social Media: You may not use any domain name or social media or account/handle incorporating the name of the Play without the prior written permission of MTI. If permission is granted, you must agree to assign the domain name to the Rightsholders or their duly authorized representatives.
   e. Program Copies: One (1) print copy of the program for your production should be sent to MTI's Business Office (in lieu of a print version, digital copies can be emailed to licensing@mtishows.com) not later than three (3) days following the opening performance.

5. **Merchandise:** You may not create merchandise based on the Play or using the Play's title, logo, characters, lyrics or text, whether for sale or distribution, without written permission from MTI acting on behalf of the Rightsholders or their duly authorized representatives. You may sell merchandise purchased from MTI (e.g., T-shirts), where available.

II. PERFORMANCE LICENSE AND PAYMENT PROVISIONS

1. **License Effective Date; Payments:** MTI must receive, prior to the Offer Expiration Date on the first page of the Production Contract, (i) a signed copy of the Production Contract and (ii) your security fee and any other payments that are due on execution, in U.S. funds, or your application for a license to produce the Play on the performance dates listed in the Production Contract will expire. Furthermore, MTI reserves the right to revoke the license offer at any time in its sole discretion before it has received the signed Production Contract and required payments. You will receive a confirmation from MTI when all such necessary submissions have been received and accepted (please allow approximately ten (10) business days) and at such time your Production Contract will take effect and your production will be considered licensed ("Fully Licensed"). Until such time, you agree not to advertise, announce, audition, present or sell tickets for any performances of the Play. Your license to produce the Play is conditioned on MTI receiving payment in full of all royalties, rental fees and other materials costs under this Production Contract (including payment for any ancillary productions or services purchased subsequent to the date the Production Contract was issued). (Accredited schools and government agencies only may provide a purchase order in lieu of upfront payment pursuant to Paragraph II. below). Payment in full is required before MTI will ship materials to you. In any case, if payment in full has not been received by MTI prior to the first scheduled performance date, the rights granted to you in this Production Contract will terminate and your production will be deemed to be unlicensed. You agree to pay all royalties, rental and any other amounts due to MTI upon execution or within the time period specifically set forth in the Production Contract and any rider. If no time period is listed for any other charges, you agree to pay such amounts owing to MTI within forty-five (45) days from the end of your production or within thirty (30) days of receipt of an invoice from MTI, as applicable.

2. **Changes:** If you wish to change any of the conditions set forth in this Production Contract in any way (including change of dates, reducing or increasing the number of performance(s), ticket price adjustments or change of venue), you must submit such requested changes to MTI's Business Office in writing immediately, and MTI must approve all changes before they may take effect. Changes in dates may be disallowed because of licensing restrictions on the Play (e.g., due to tours). Changes in the number of performances, tickets prices and venue or seating capacity may alter the fees quoted in the Production Contract. If MTI does not receive notice of changes prior to your first scheduled performance date under your Production Contract, MTI reserves the right to retain all amounts received or due to MTI under the original Production Contract. In addition, if any such changes would increase the amount owing to MTI (e.g., increased ticket prices; adding performances or increasing seating capacity), MTI will charge your account for such additional amounts. MTI in its discretion may charge a change fee of $25 each time changes (other than addition of performances or increased ticket prices) are made following the issuance of this Production Contract. If you wish to cancel your entire production, you must do so in accordance with Paragraph II.4 below.

3. **Additional Performances:** If you request the right to add performances or sell additional seats per performance pursuant to Paragraph 2 above, you agree to make additional royalty and rental payments for all such additional performances. You agree not to announce, advertise, present or sell tickets for such additional performances or additional capacity without prior written permission from MTI and payment of the additional royalty and fees due.

4. **Cancellation of Production:** If you wish to cancel your entire production, you must notify MTI's Business Office in writing immediately, but in any case prior to the date of the first scheduled performance set forth in the Production Contract. You understand that, even if you do not present the Play, you may be obligated for the fees set forth in this License and the Production Contract. MTI reserves the right to charge a cancellation fee of fifty dollars ($50.00) and is entitled to retain all other amounts paid or owing to MTI under this Production Contract. Cancellation of individual performances is covered in Paragraph II. 2 above. Refunds, if any, for a cancelled production will be issued in accordance with Paragraph II. 14 below. If MTI does not receive notice of cancellation of your production prior to the first scheduled performance date under your Performance License, MTI reserves the right to retain all amounts received or due to MTI under the original Production Contract as well as any other payments received for ancillary products and services after the Production Contract was issued. You acknowledge that if materials have shipped MTI has the right to retain a pro-rated portion of the rental fees and all shipping costs incurred if your production is cancelled for any reason, including all fees paid for additional rental weeks, all of which would be determined by MTI in its sole discretion.

5. **Complimentary Tickets:** You agree as a condition of this Production Contract to reserve two (2) complimentary tickets for each performance (if requested) for the use of MTI and the Rightsholders and MTI agrees not to sell such tickets.

6. **Purchase Orders:** For accredited schools and government agencies only, a signed, authorized Purchase Order is acceptable in lieu of upfront payment. You must still provide a check, credit card or money order for the SECURITY FEE as well as your signed, authorized Purchase Order when you return the signed Production Contract to cause materials to be shipped. Following the end of the production, you agree to promptly pay royalty and rental payments as well as any other amounts owing for ancillary products and services purchased after the original Production Contract was issued.

7. **Accounting:** You agree to keep and maintain full and regular books and records in which you shall record all items in connection with the production and presentation of the Play, including dates of performance, ticket prices and number of tickets sold. Such books and records shall be open at all reasonable business hours for inspection by MTI or its representatives at your office, and MTI shall have the right to make copies of and take extracts from such books and records. You shall submit to MTI's Business Office, within five (5) days following demand by MTI, a sworn statement setting forth the total number of performances actually presented and the precise date and place of each such performance. MTI's rights under this Paragraph shall continue for five (5) years following (i) the date of the last performance licensed under the Production Contract or (ii) the date on which MTI received final payment due hereunder, whichever is later.

8. **Default:** This License is conditioned upon your fulfillment of all obligations set forth in the License and in the accompanying Production Contract, including the prompt payment of all rental, royalty, security and other fees owing to MTI in U.S. funds when due. If any such payments are not made in full to MTI when due, the rights granted to you under this License will be deemed void ab initio (i.e., this License will be deemed invalid from the outset) and the production that is the subject of this License (and all performances thereof) will be deemed to constitute infringement and breach of contract under applicable law. Nevertheless, you will remain liable for the payment of all fees that might be due to us under this License and will be subject as well to statutory damages for copyright infringement. If you default in the performance of any of the terms of this License, then, in addition to any and all other remedies which we might have at law, we shall have the right to a preliminary injunction to enjoin further performance of the Play. You agree to reimburse us for any expenses incurred by us in enforcing our rights under this Paragraph 8, including, but not limited to, attorneys' fees,

telephone, fax, and postage charges and collection expenses. If you pay by check and it is returned insufficient funds or if you stop payment, MTI will charge a returned check fee (currently $45).

9. **Warranty:** MTI warrants that, on behalf of the Rightsholders of the Play, it is authorized to grant this License to you. MTI makes no other warranties.

10. **Reserved Rights:** All rights in and to the Play other than those specifically licensed to you under the terms of this Production Contract are reserved to MTI, with the unrestricted right of MTI to use, exploit or dispose of any of them at any time, whether or not the exercise of such rights may be in competition with the rights granted to you in this License.

11. **Transfer of Rights:** Under no conditions can this License be assigned or transferred without written consent from MTI.

12. **Governing Law:** This License shall be governed by the Laws of the State of New York, and any dispute arising out of or under this License agreement shall be litigated only in the courts of the City or State of New York in the City of New York or the United States District Court in the Southern District of New York, and in no other forum.

13. **Indemnification of Licensor:** You agree to indemnify MTI and its affiliates and the Rightsholders of the Play from any claim arising out of your violation of any of the provisions of this Production Contract.

14. **Refunds:** Refunds will be issued in the following circumstances.
    a. Following the conclusion of your production, if any refund is due to you (e.g., unused portion of security fee), you may elect to keep such amounts on your account to be used for future productions. If you do not elect to keep your refund amount on account, MTI will automatically process the refund within 6 to 8 weeks from the conclusion of your production. Your refund amount may be affected by charges such as shipping fees, missing materials charges, bank charges and other charges and fees specifically mentioned in this Production Contract.
    b. If you have cancelled your entire production in a timely manner in accordance with Paragraph II.4 above and are entitled to a refund, you may elect to keep the refund on your account to be used for future productions. If you do not elect to keep your refund on account, MTI will process your refund within 6 to 8 weeks from the date MTI receives written notice of the cancellation. Your refund amount may be affected by charges such as shipping fees, missing materials charges, bank charges and other charges and fees specifically mentioned in this Production Contract.

    You acknowledge that during a Force Majeure Event (as defined in Paragraph II.15 below), any refunds due to you may be delayed due to the volume of cancellations and refunds to be processed.

15. **Force Majeure:** Neither MTI nor the Licensee will be deemed in default of this License as a result of its delay or failure to perform its obligations (other than the Licensee's payment obligations) when such delay or failure arises out of causes beyond the reasonable control of MTI or the Licensee. Such causes may include, but are not restricted to, acts of God or the public enemy, war, insurrections, riots, civil disturbances, acts of terrorism, government restriction, fires, floods, strikes, unusually severe weather, epidemics, pandemics or other large-scale health events; but, in every case, delay or failure to perform must be beyond the reasonable control of and without the fault or negligence of the party (a "Force Majeure Event").

    In the case of a Force Majeure Event that results in the cancellation or postponement of Licensee's production, Licensee must, as soon as reasonably practicable after the onset of a Force Majeure Event, (a) provide written notice to MTI of the nature and extent of such Force Majeure Event and (b) inform MTI whether it has cancelled or changed the production dates or intends to do so. Cancellation of Licensee's production shall be in accordance with Paragraph II.4. Proposed changes (such as postponement) to Licensee's production shall be in accordance with Paragraph II.2. If Licensee is unable to notify MTI in writing prior to the cancellation or proposed change, Licensee shall do so as soon as reasonably practicable but in any event within five (5) business days of the originally scheduled first performance date (or if the Force Majeure Event begins after performances have begun, within five (5) business days of the onset of the Force Majeure Event). If MTI does not receive written notice that Licensee has cancelled its production due to the Force Majeure Event within such time period, MTI will assume such production has taken place in accordance with the terms of the Production Contract and will have the right to retain all amounts previously paid or owing to MTI for such production (and no refunds will be issued).

    Except in the case of cancellations and changes for which Licensee has notified MTI as provided above, nothing in this Paragraph shall affect or reduce Licensee's payment obligations under this Production Contract. Licensee shall remain liable for any cancellation fees, missing materials charges, shipping fees and other charges set forth in the Production Contract, including royalties for performances of the Play that were presented prior to the Force Majeure Event. Licensee also will

remain liable for amounts owing for ancillary products and services purchased after the original Production Contract was issued, all of which MTI may deduct from the security fee or other funds on account at MTI.

In the case of a Force Majeure Event affecting MTI, MTI shall, as soon as reasonably practicable after the occurrence of the Force Majeure Event, (a) provide written notice (such notice may be given by emails, social media or website postings to customers generally); and (b) use commercially reasonable efforts to resume performance (e.g., shipping materials) as reasonably practicable.

16. **Compliance with Laws.** Licensee represents and agrees that it shall be aware of and comply with all federal, state and local laws applicable to its production, including laws, regulations and ordinances pertaining to in-person gathering restrictions as well as any other rules or guidelines regarding any public health emergency (or similar situation) which may impact any aspect of Licensee's production, including but not limited to rehearsals, performances and audience attendance. MTI makes no representation or assessment of the legality or prudence of Licensee's decision to proceed with its production, nor shall MTI or the Rightsholders be held liable for any claims arising out of Licensee's decision to proceed with its production. Licensee shall indemnify and hold MTI and the rightsholders harmless from any claims, costs, and damages arising out of Licensee's production.

III. MATERIALS RENTAL PROVISIONS

1. **Rental Term and Delivery:** Delivery of the MTI Rental Materials is conditioned on your production being Fully Licensed as described in Paragraph II.1 (i.e., you have received written confirmation from MTI after submitting the signed Production Contract and paying all applicable royalty, rental and security fees). Provided your production is Fully Licensed, the MTI Rental Materials will be shipped approximately two (2) months prior to the first performance of your production; however, if you have not signed and submitted the Production Contract and remitted full payment in time to enable shipment by such date, MTI will process your shipment as soon as practicable once your production is Fully Licensed. In such case, MTI cannot guarantee the MTI Rental Materials will be delivered in sufficient time to meet your production schedule. If the MTI Rental Materials are needed in advance of the two (2)-month period, the charge is one hundred dollars ($100.00) for each additional week or partial week, subject to availability. MTI strongly recommends that delivery of materials be made to staffed locations where receipt can be confirmed. Signature confirmation of delivery significantly reduces the risk of loss to you. After MTI has received confirmation from the carrier that the materials have been delivered to the designated address, you acknowledge and agree that you shall be responsible for any loss or damage to the materials including costs to replace the materials and reship them to you.

2. **Authorized Rental Materials:** The MTI Rental Materials are the only Play materials authorized by the Rightsholders and must be rented from MTI as a condition of this Production Contract. You may not use scripts or orchestra parts obtained from other sources (including materials posted online). The full rental fee must be paid even if you do not intend to use all of the MTI Rental Materials in your production.

3. **Ownership:** All MTI Rental Materials, including missing materials, remain the property of MTI and must be returned to MTI following the conclusion of your production. You understand that the MTI Rental Materials (i) cannot be used for any purpose other than as stated in this License and (ii) may not be copied, scanned or otherwise reproduced, sold, traded, offered for sale or trade, posted online, used for performances other than those specified in this Production Contract or otherwise transferred physically or digitally.

4. **Suitability:** Although MTI strives to provide the highest quality service to you, MTI makes no representation as to the adequacy, suitability and/or condition of the MTI Rental Materials. Any missing or damaged materials MUST be reported to MTI's Business Office within five (5) business days after receipt of your shipment, or you may be liable for full replacement charges upon their return to MTI.

5. **Shipping Charges:** You are responsible for shipping charges BOTH WAYS for materials that MTI rents and/or supplies to you, as well as all customs charges, duties and the like in connection with shipments of materials outside of the United States and return shipment to MTI. You are responsible for complying with all customs regulations applicable to the return of materials to the United States. MTI ships by USPS, FedEx, UPS or other carriers at its sole option. Any expense that MTI incurs with respect to the delivery or return of the materials to its library shall be charged to you; you agree upon demand promptly to reimburse MTI for the full amount of such expense, whether or not your production is cancelled. A $10 handling fee is applied to each order.

6. **Return of Materials:** You agree that, no later than seven (7) days after the last performance under this Production Contract, you will return to MTI, by prepaid carrier, insured for not less than seven hundred fifty dollars ($750.00), the complete

set of materials (including any additional materials ordered) in as good condition as when you received it. Should you fail to do so, MTI shall be entitled to an additional rental fee of twenty dollars ($20.00) per item for each day that you retain any material beyond the period of seven (7) days after the last performance. You are responsible for the safe return to MTI of all MTI Rental Materials. If complete materials are not returned all at once and properly labeled, your account may not be credited or you may be liable for a restocking fee. If a Force Majeure Event (as defined in Paragraph II.15) prevents you from returning the materials, you will not be charged a missing materials fee for any days covered by the Force Majeure Event provided (a) you have notified MTI you are unable to return the materials due to the Force Majeure Event and (b) you return the materials promptly after circumstances permit you to do so but in no event later than three (3) months after the onset of the Force Majeure Event.

7. **Address for Return of Materials:** All materials must be returned to MTI's Music Library in Connecticut (Address listed below):

8. **DO NOT SHIP RENTED PRODUCTION MATERIALS TO THE NEW YORK BUSINESS OFFICE!**

RETURN ALL RENTED PRODUCTION MATERIALS TO:

Music Theatre International
31A Industrial Park Road
New Hartford, CT 06057

Phone: 860-379-3320

Any materials returned to MTI's New York Business Office will be subject to a transfer charge of up to $50.00.

9. **Damage/Loss:** Any damage to or loss of the materials shall be charged to you. You agree upon demand promptly to reimburse MTI for the full amount of such evaluated damage to or loss of materials. Any materials lost or damaged while in your possession will be assessed replacement fees as set forth in this Production Contract. Materials are deemed to be in your possession, and risk of loss passes to you, once the carrier has confirmed to MTI that the materials have been delivered to your designated address.

CONTRACT RIDER

MTI COPY

Your MTI Rep: ISABELLA MORALES
Your MTI Account Number: 0054261
Contract #: 7153816 Printed on: 08/17/26

MAMMA MIA - ADDITIONAL LICENSING GUIDELINES AND PROVISIONS

It is a condition of this License that you comply at all times with the credit provisions and other restrictions and requirements included in this Rider. By signing this Rider, you acknowledge and agree that the Licensee will comply with all terms and conditions of this Rider.

1. **CREDITS.** You shall incorporate the title *Mamma Mia!* and the relevant individual credits and strictly comply with all size and placement requirements on the title page of all playbills and programs, and in all houseboards and displays and in all other advertising, press releases and any other promotional material, in the manner set forth in the attached billing samples.

2. **NO USE OF ELEMENTS FROM PRIOR PRODUCTIONS.** Without limiting any other terms of this License, you acknowledge that this License includes only MTI's rights with respect to the book, music and lyrics of the Play. This License specifically excludes and prohibits any right for you to use or copy any creative elements from prior productions of the Play (including the London, Broadway and touring productions) (the "First-Class Productions") or the film Mamma Mia! (the "Film"), including, without limitation, the choreography, direction, staging, set, costume, lighting or sound design or the physical production of any First-Class Production or the Film and the properties or accessories thereof. In addition, you expressly acknowledge and agree that all designs, including sets, costumes, lighting, sound and makeup, must be original and may not replicate those of any other production. By signing below, you acknowledge that the creative elements from prior productions of the Play (including the First-Class Productions) are protected by U.S. and international copyright law and that any use or copying of such creative elements is strictly prohibited and may subject your organization to an action for copyright infringement. In addition, please see Paragraph 4 below with respect to the prohibition on uses of the logos and artwork from First-Class Productions of the Play and the Film.

3. **CAST SIZE.** Your production of the Play must include no fewer than 20 performers for the cast unless MTI, acting on behalf of the copyright owners, agrees in writing.

4. **LOGOS/ARTWORK.** An authorized *Mamma Mia!* logo title treatment (the "Authorized Logo") has been made available for use by all licensees under the following conditions:

- No changes to the provided Authorized Logo (including color, layout or design) will be approved.
- If desired, Licensees may design their own artwork to use in coordination with the Authorized Logo as long as that artwork is distinctly different from anything used for the First-Class productions or for the Film. For example, there can be no use of the original "Bride" artwork or bridal imagery in general, nor can the artwork include the name "ABBA" or the title of any ABBA song as part of the artwork or in a strapline directly attached.

Please note that Professional theatres are REQUIRED to use the Authorized Logo - either to stand alone or in coordination with artwork of their own design as described above.

Amateur theatres have the option to design their own logo, including title treatment, under the following conditions, which apply to ALL licensees: You agree that you will not use any logos, artwork, or advertising, promotional or marketing material, including television, radio, websites or social media marketing, that suggests that your production is in any way associated with the First-Class Productions, including the use of any artwork, video or audio recordings, critics quotes or other advertising or promotional materials associated with such productions, and/or the titles of any ABBA songs, or references to awards won by First-Class Productions or the Film. There may be no use of the original "Bride" artwork or bridal imagery in general in your show's artwork. ABBA may not be referenced in the logo or on a strapline directly attached.

5. **SPECIAL LICENSE PROVISIONS.** The granting of this License to you to perform the Play is not to be construed as a right to interpolate new music, text or lyrics or alter any music or lyrics (including changing the order of songs or scenes) or to make any changes in the text included with the rented material, nor does it include any right to make any alterations or adjustments to the orchestrations or arrangements supplied. No changes of any kind shall be made in the Play. Further, any questions arising in connection with this License or the Play shall be directed exclusively to MTI and not to the Authors or any other party. Any violation of the restrictions set forth in the first sentence of this Paragraph 5 shall be deemed a willful infringement of the copyright of the Authors, and the referral of any matter other than to MTI shall be regarded as a breach of this License. In either case all rights are reserved.

ACCEPTANCE

By signing below, you agree that you have read and that you understand the terms and conditions set forth in this Production Contract and the accompanying Performance License and agree to abide by terms and conditions contained therein. A copy of MTI's Performance license can be found online at www.MTIShows.com/PerfLicense

PRINT YOUR NAME Brian Lusk TITLE Superintendent

AUTHORIZED SIGNATURE _____ DATE _____

DAYTIME TELEPHONE 915-230-2576 EMAIL blusk@episd.org

YOU MUST COMPLETE AND RETURN THIS PAGE WITH PAYMENT

CONTRACT RIDER

LICENSEE COPY

Your MTI Rep: ISABELLA MORALES
Your MTI Account Number: 0054261
Contract #: 7153816 Printed on: 08/17/26

MAMMA MIA - ADDITIONAL LICENSING GUIDELINES AND PROVISIONS

It is a condition of this License that you comply at all times with the credit provisions and other restrictions and requirements included in this Rider. By signing this Rider, you acknowledge and agree that the Licensee will comply with all terms and conditions of this Rider.

1. **CREDITS.** You shall incorporate the title *Mamma Mia!* and the relevant individual credits and strictly comply with all size and placement requirements on the title page of all playbills and programs, and in all houseboards and displays and in all other advertising, press releases and any other promotional material, in the manner set forth in the attached billing samples.

2. **NO USE OF ELEMENTS FROM PRIOR PRODUCTIONS.** Without limiting any other terms of this License, you acknowledge that this License includes only MTI's rights with respect to the book, music and lyrics of the Play. This License specifically excludes and prohibits any right for you to use or copy any creative elements from prior productions of the Play (including the London, Broadway and touring productions) (the "First-Class Productions") or the film Mamma Mia! (the "Film"), including, without limitation, the choreography, direction, staging, set, costume, lighting or sound design or the physical production of any First-Class Production or the Film and the properties or accessories thereof. In addition, you expressly acknowledge and agree that all designs, including sets, costumes, lighting, sound and makeup, must be original and may not replicate those of any other production. By signing below, you acknowledge that the creative elements from prior productions of the Play (including the First-Class Productions) are protected by U.S. and international copyright law and that any use or copying of such creative elements is strictly prohibited and may subject your organization to an action for copyright infringement. In addition, please see Paragraph 4 below with respect to the prohibition on uses of the logos and artwork from First-Class Productions of the Play and the Film.

3. **CAST SIZE.** Your production of the Play must include no fewer than 20 performers for the cast unless MTI, acting on behalf of the copyright owners, agrees in writing.

4. **LOGOS/ARTWORK.** An authorized *Mamma Mia!* logo title treatment (the "Authorized Logo") has been made available for use by all licensees under the following conditions:

- No changes to the provided Authorized Logo (including color, layout or design) will be approved.
- If desired, Licensees may design their own artwork to use in coordination with the Authorized Logo as long as that artwork is distinctly different from anything used for the First-Class productions or for the Film. For example, there can be no use of the original "Bride" artwork or bridal imagery in general, nor can the artwork include the name "ABBA" or the title of any ABBA song as part of the artwork or in a strapline directly attached.

Please note that Professional theatres are REQUIRED to use the Authorized Logo - either to stand alone or in coordination with artwork of their own design as described above.

Amateur theatres have the option to design their own logo, including title treatment, under the following conditions, which apply to ALL licensees: You agree that you will not use any logos, artwork, or advertising, promotional or marketing material, including television, radio, websites or social media marketing, that suggests that your production is in any way associated with the First-Class Productions, including the use of any artwork, video or audio recordings, critics quotes or other advertising or promotional materials associated with such productions, and/or the titles of any ABBA songs, or references to awards won by First-Class Productions or the Film. There may be no use of the original "Bride" artwork or bridal imagery in general in your show's artwork. ABBA may not be referenced in the logo or on a strapline directly attached.

5. **SPECIAL LICENSE PROVISIONS.** The granting of this License to you to perform the Play is not to be construed as a right to interpolate new music, text or lyrics or alter any music or lyrics (including changing the order of songs or scenes) or to make any changes in the text included with the rented material, nor does it include any right to make any alterations or adjustments to the orchestrations or arrangements supplied. No changes of any kind shall be made in the Play. Further, any questions arising in connection with this License or the Play shall be directed exclusively to MTI and not to the Authors or any other party. Any violation of the restrictions set forth in the first sentence of this Paragraph 5 shall be deemed a willful infringement of the copyright of the Authors, and the referral of any matter other than to MTI shall be regarded as a breach of this License. In either case all rights are reserved.

ACCEPTANCE

By signing below, you agree that you have read and that you understand the terms and conditions set forth in this Production Contract and the accompanying Performance License and agree to abide by terms and conditions contained therein. A copy of MTI's Performance License can be found online at www.MTIShows.com/PerfLicens

PRINT YOUR NAME Brian Lusk TITLE Superintendent

AUTHORIZED SIGNATURE _____ DATE _____

DAYTIME TELEPHONE 915-230-2576 EMAIL blusk@episd.org

PLEASE KEEP FOR YOUR RECORDS

BILLING CREDITS SAMPLES

A. COMPLETE SHOW BILLING FOR USE WITH FULL PRODUCTION CREDITS.

You agree to bill the Play, the Authors and producers on the title page of all programs and in all advertising and publicity wherever and whenever the full production credits are given, in the manner set forth in the sample below. Specifically, the Title and all names shown shall be accorded percentage print sizes as shown in the sample below.

CREDIT	SIZE TYPE
MAMMA MIA!	100%
MUSIC AND LYRICS BY	22.5%
BENNY ANDERSSON BJÖRN ULVAEUS	50%
AND SOME SONGS WITH STIG ANDERSON	22.5%
22.5% {BOOK BY CATHERINE JOHNSON} 35%	Note size difference within these lines
22.5% {ORIGINALLY CONCEIVED BY JUDY CRAYMER} 35%	22.5%
MAMMA MIA! WAS ORIGINALLY PRODUCED IN LONDON BY JUDY CRAYMER, RICHARD EAST AND BJÖRN ULVAEUS FOR LITTLESTAR IN ASSOCIATION WITH UNIVERSAL.	
ADDITIONAL MATERIAL & ARRANGEMENTS	22.5%
MARTIN KOCH	35%
MUSIC PUBLISHED BY UNIVERSAL MUSIC PUBLISHING GROUP AND * EMI GROVE PARK MUSIC INC. AND EMI WATERFORD MUSIC INC.	22.5%

***NOTE: For productions outside of the United States and Canada, this line should read as follows:**

MUSIC PUBLISHED BY UNIVERSAL MUSIC PUBLISHING GROUP	22.5%

B. AUTHOR BILLING WITH TITLE TREATMENT

In any advertisement, paid publicity, display or houseboard in which full production credits are not given, but where any other person is billed, billing shall be as set forth below. Specifically, the title of the play and all names shown shall be accorded percentage print sizes as shown below.

CREDIT	SIZE TYPE
MAMMA MIA!	100%
MUSIC AND LYRICS BY	22.5%
BENNY ANDERSSON BJÖRN ULVAEUS	50%
AND SOME SONGS WITH STIG ANDERSON	22.5%
22.5% {BOOK BY CATHERINE JOHNSON} 35%	Note size difference within these lines
22.5% {ORIGINALLY CONCEIVED BY JUDY CRAYMER} 35%	

C. SHORTENED BILLING.

In advertisements of 1/4 page size or less, or in any other advertising where only the title of the play, performance dates and venue are provided and no other person receives credit, the licensee may use the title treatment only as follows:

MAMMA MIA!

Or

MAMMA
MIA!

ADDENDUM
FOR STATE ENTITIES ONLY

This Addendum is Intended Only for State Entities that Require Contract Changes.

MTI recognizes that state entities, e.g., schools, sometimes must request changes in our standard MTI production contract to comply with restrictions under their state's law. To make this process easier, we are providing this Addendum to the standard MTI Contract agreeing to the changes below.

THIS ADDENDUM ("Addendum") is entered into between the licensee signing this Addendum below ("Licensee") and **MTI ENTERPRISES INC. d/b/a Music Theatre International** ("MTI"), located at 423 West 55th St., New York, NY 10019.

Licensee is a school, university or agency, board, district, or other entity of any branch of the government of the state in which it is located (the "State") or any political subdivision of the State ("State Entity").

Licensee has informed MTI that as a State Entity it is prohibited as a matter of law and/or policy of the State from agreeing to certain terms that appear in MTI's standard production contracts and other licensing documents (e.g., video licenses, streaming licenses) (all such documents, the "MTI License").

Accordingly, MTI and Licensee have agreed to the following modifications to the attached MTI License between MTI and Licensee:

1. **Conflicts.** In the event of a conflict between the terms of any MTI License and the terms of this Addendum, the terms of this Addendum shall control; in addition, in the event of any conflict between the terms of any Licensee purchase order, addendum or other special provisions provided to MTI in connection with an MTI License ("Licensee Supplements"), this Addendum shall control. For the avoidance of doubt, Licensee Supplements shall not be binding upon MTI unless MTI has signed such document or agreed in writing to incorporate such terms by reference.
2. **Licensee's Status.** Licensee represents that it is a State Entity (as defined above) and is therefore prohibited as a matter of law from accepting certain standard clauses that appear in MTI's Licenses.
3. **MTI's Status.** MTI represents that it is a corporation organized under the laws of the State of New York. MTI licenses musical plays on behalf of the copyright owners to licensees for productions to be presented by the licensees. MTI does not provide services to licensees and as such any terms of Licensee Supplements that apply to contractors providing on-site services to Licensee are deemed deleted and/or are inapplicable. In addition, Licensee acknowledges that any work for hire or other provisions that purport to vest ownership of the musical plays (or approved changes thereto) in Licensee are deemed deleted and/or are inapplicable to the play licensed by MTI.
4. **Governing Law.** Any provision in the MTI License selecting New York state law and any provision in a Licensee Supplement (if any) selecting the law of the State as the governing law are deleted in their entirety, and the parties agree that the MTI License shall remain silent as to the governing law of the contract.
5. **Indemnification.** Any provision requiring Licensee to indemnify MTI is amended in its entirety to read as follows: "To the extent allowed by the law of Licensee's State, the Licensee shall indemnify, defend, and hold MTI harmless from and against any and all liability, judgments, costs, damages, claims or demands, including, without limitation, reasonable attorney's fees, arising out of the negligent acts or omissions of the Licensee. If the law of the State does not permit Licensee to indemnify MTI in any manner, the MTI indemnification clauses are deleted and Licensee agrees it will be responsible to MTI and Rightsholder(s) for any claims arising out of Licensee's violation of any of the provisions of this License."
6. **Late Charges, Attorney Fees, etc.** To the extent the law of the State prohibits or limits Licensee from agreeing to any term in an MTI License that would impose cancellation fees, late charges, attorney's fees or collection expenses, such terms are deemed modified to the extent permitted by the law of the State or, if applicable, deleted.
7. **Sovereign Immunity.** MTI acknowledges that nothing contained in the MTI License or this Addendum is intended to be construed as a waiver of sovereign immunity by Licensee or the State.
8. **Effective Date. This Addendum shall become effective upon execution and delivery to MTI of the signed Addendum and the signed MTI License for the applicable production.**

IN WITNESS WHEREOF, this Addendum has been executed by the parties as of the date of the MTI License.

_____
Organization Name

By: _____

Name: _____

Title: _____

UADD4__{00013530xBEA58}

Approved to Form:

Jeanne C. Collins
EPISD General Counsel

MTI ENTERPRISES INC.
d/b/a MUSIC THEATRE INTERNATIONAL

By: _____

Deborah Hartnett
Senior Vice President and General Counsel

MTI PRODUCTION CONTRACT

Your MTI Rep: ISABELLA MORALES
Your MTI Account Number: 0047799
Contract #: 7160487 Printed on: 08/21/26

Licensee:

EL PASO ISD FINE ARTS
ATTN.: PHILLIP BARRAZA
4864 DONIPHAN DR
EL PASO, TX 79922-1009

TELE#: 915-230-3500 FAX: 915-581-4918
E-MAIL: FBARRAZ1@EPISD.ORG

Contract Issue Date: 08/21/26
Contract Expiration Date: 10/16/26
Valid For Performances From: 07/14/27 - 07/17/27
MTI Access Code: LES4810303

THIS IS A LICENSE FOR AN AMATEUR PRODUCTION OF:
LES MISERABLES SCHOOL EDITION

Special Conditions

Royalty

ROYALTY A) $125.00 For Each Regular,Benefit or Other Performance
Provisions: REGULAR PERFORMANCE
Seating Limited to 500 per Performance
Tickets @ 0.00 0.00 0.00 0.00 0.00

ROYALTY B) $125.00 For Each Regular,Benefit or Other Performance
Provisions: MATINEE PERFORMANCE
Seating Limited to 500 per Performance
Tickets @ 0.00 0.00 0.00 0.00 0.00

ROYALTY C) $.00 For Each Regular,Benefit or Other Performance
Provisions: STREAMING
Streaming Performances require the purchase of streaming license on resources order page.

Security Fee

$400.00 to be refunded following the safe, timely return of the rented material to us, less handling/shipping/ missing materials/brokerage fees, late charges and/or any outstanding account obligations.

Rental Fee

$745.00 for a standard set of materials or any part thereof
Provisions:

See attached ADDITIONAL MATERIALS page for a complete list of all materials included in the Standard Rental Set.

The Standard Rental Set (see attached) is the ONLY acting edition authorized by the Authors and MUST be rented from us as a condition of this offering.

If the rental materials are needed in advance of the standard two-month rental period, they may be rented for $400.00 extra each month or part therof, pending availability.

CONTRACT CONFIRMATION
COMPLETE AND RETURN TO MTI

Your MTI Rep: ISABELLA MORALES
Your MTI Account Number: 0047799
Contract #: 7160487 Printed on: 08/21/26

CONFIRMATION OF PERFORMANCE INFORMATION

Name of Organization: EL PASO ISD FINE ARTS
Name of Show: LES MISERABLES SCHOOL EDITION
Name and address of performance space/venue: CORONADO HIGH SCHOOL/EL PASO
100 CHAMPIONS PLACE , EL PASO, TX 79912

Date(s) of performance(s): 07/14/2027 - 07/17/2027 **Offer Expires:** 10/16/2026
Please list number of performances for each calendar month: _____

SHIP WITH: (check one) ☑ Standard Orchestration ☐ Alternate Orchestration ☐ Partial ☐ No Orchestration
(if "Partial," you MUST mark the required parts on the ORCHESTRATION DETAILS sheet, and return a copy with your signed contract.)

ROYALTY: Royalty A for 4 performance(s) @ $	125.00	per performance, a total of	$	500.00
Royalty B for ___ performance(s) @ $	125.00	per performance, a total of	$	
Royalty C for ___ performance(s) @ $		per performance, a total of	$	
RENTAL: $745.00 for a standard set of materials or any part thereof			$	745.00
ADDITIONAL RENTAL (Outside of the standard two (2) month period): $100 per week X ____ weeks			$	
SECURITY FEE: Your security fee MUST be paid in full by check, credit card or money order (No Purchase Orders accepted) in order to process your license. Failure to do so may result in a delay in the processing of your license.			$	400.00
ADDITIONAL MATERIALS GRAND TOTAL (from ADDITIONAL MATERIALS page):			$	2,128.50
SALES TAX (where applicable):			$	
TOTAL:			$	3,773.50
TOTAL AMOUNT ENCLOSED:			$	3,773.50
BALANCE REMAINING:			$	

Approved as to Form:
Signed: Friday, September 25, 2026

SHIPPING

You will be billed for all shipping charges
Canadian and overseas shipments are by most efficient carrier, unless otherwise instructed.

Special Shipping Instructions: (check one) ☐ OVERNIGHT ☐ 3-DAY ☑ GROUND (up to 7 days)
If no shipping method is selected, shipment will be by FedEx Ground Service

Shipping Address: 4864 Doniphan Dr.
(NO P.O BOXES) _____
City: El Paso State: TX Zip/Postal Code: 79922

PAYMENT

ALL PAYMENTS MUST BE MADE IN U.S. FUNDS

☐ **CHECK** or **MONEY ORDER** (No personal checks accepted. Make payable to MUSIC THEATRE INTERNATIONAL)

☐ **CREDIT CARD:** ☐ VISA ☐ MASTERCARD ☐ AMERICAN EXPRESS

Card Number: _____ **Exp. Date:** _____
Name on Card: _____ **Billing Postal Code:** _____
Signature: _____ **Amount:** _____

**PLEASE NOTE: ANY REFUNDS ISSUED ON CREDIT CARD PAYMENTS WILL BE PAID TO THE ORGANIZATION BY CHECK*

☑ PURCHASE ORDER: For schools and government agencies ONLY, a signed, authorized purchase order is acceptable for ROYALTY and RENTAL payment. YOU MUST STILL return your check, money order or credit card information for the SECURITY FEE along with your signed, authorized P.O. with this license to cause materials to be shipped.

ACCEPTANCE

By signing below, you agree that (i) you have read and understand the terms and conditions of this Production Contract, the accompanying Performance License and all attached riders, which are incorporated by reference into the Performance License and (ii) Licensee shall abide by the terms and conditions contained therein

PRINT YOUR NAME Brian Lusk TITLE Superintendent
AUTHORIZED SIGNATURE _____ DATE _____
EMAIL blusk@episd.org DAY PHONE 915-230-2576

CONFRM 0 13

YOU MUST COMPLETE AND RETURN THIS PAGE WITH PAYMENT

ADDITIONAL MATERIALS

Your MTI Rep: ISABELLA MORALES
Your MTI Account Number: 0047799
Contract #: 7160487 Printed on: 08/21/26

THEATRICAL RESOURCE MATERIALS ORDER FORM

You can order additional materials and theatrical resources at the following rates.
To order: Indicate the quantity of each item you would like and add the Grand Total of your entire Additional Materials order to the Confirmation Page of this Producton Contract

ITEM	QUANTITY		COST EACH		TOTAL
THEATRICAL RESOURCES					
CUSTOMIZABLE SHOW POSTERS AND ARTWORK	1	x	$ 175.00	= $	175.00
DIGITAL SCRIPT & PIANO/VOCAL SCORE		x	$ 299.00	= $	.
FULL SCORE VOL. 1 OF 4 (Replacement Fee $100.00)		x	$ 25.00	= $	.
FULL SCORE VOL. 2 OF 4 (Replacement Fee $100.00)		x	$ 25.00	= $	.
FULL SCORE VOL. 3 OF 4 (Replacement Fee $100.00)		x	$ 25.00	= $	.
FULL SCORE VOL. 4 OF 4 (Replacement Fee $100.00)		x	$ 25.00	= $	.
HOW DOES THE SHOW GO ON?	1	x	$ 21.00	= $	21.00
LOGO PACK DIGITAL	1	x	$ 75.00	= $	75.00
PERFORMANCE ACCOMPANIMENT RECORDING (PERFORMANCE & REHEARSAL)	1	x	$ 750.00	= $	750.00
REFERENCE RECORDING	1	x	$ 20.00	= $	20.00
PERFORMANCE ACCOMPANIMENT RECORDING (REHEARSAL ONLY)		x	$ 350.00	= $	.
REHEARSCORE APP		x	$ 350.00	= $	.
SCENIC PROJECTIONS PRO(REH&PERF)		x	$ 1,795.00	= $	0.00
SCENIC PROJECTIONS(REHEARSAL&PERF)	1	x	$ 850.00	= $	850.00
SOUND EFFECTS RECORDING-DIGITAL	1	x	$ 50.00	= $	50.00
STAGE MANAGER SCRIPT (Replacement Fee $100.00)		x	$ 25.00	= $	.
STAGE WRITE APPLICATION		x	$ 150.00	= $	.
STREAMING LICENSE		x	$ 75.00	= $	.
VIDEO LICENSE	1	x	$ 75.00	= $	75.00
KEYBOARDTEK ***					
ORCHEXTRA ***					
TRANSPOSITIONS-ON-DEMAND ***					

Add total for all items here

Standard Set Additional Materials Total *(from previous page)* $ 112.50

Theatrical Resource Additional Materials Total $ 2,016.00

ADDITIONAL MATERIALS GRAND TOTAL *(add this total to Contract Confirmation Page)* $ 2,128.50

You MUST return this form along with your contract to receive materials.

***See next page for pricing information

➤ For shows offering Customized Poster, the purchase of a Customized Poster and/or Social Media Marketing Kit requires purchase of a Logo Pack. If you order a Customized Poster without ordering a Logo Pack, a Logo Pack (at $75) will automatically be added to your order.

ADDITIONAL MATERIALS

Your MTI Rep: ISABELLA MORALES
Your MTI Account Number: 0047799
Contract #: 7160487 Printed on: 08/21/26

ADDITIONAL STANDARD SET MATERIALS ORDER FORM

You can order additional materials and theatrical resources at the following rates.
To order, simply indicate the quantity of each item you would like and
add this Total to the Grand Total on the following page to the Confirmation Page of this Product on Contract.

ITEM	QUANTITY		COST EACH		TOTAL
ADDITIONAL MATERIALS					
DIRECTOR'S SCRIPT (Replacement Fee $60.00)	_____	x	$ 15.00	=	$_____
LIBRETTO/VOCAL BOOK (Replacement Fee $25.00)	10	x	$ 6.25	=	$ 62.50
CONDENSED SCORE ACT 1 (Replacement Fee $60.00)	1	x	$ 15.00	=	$ 15.00
CONDENSED SCORE ACT 2 (Replacement Fee $60.00)	1	x	$ 15.00	=	$ 15.00
PIANO VOCAL SCORE ACT 1 (Replacement Fee $40.00)	1	x	$ 10.00	=	$ 10.00
PIANO VOCAL SCORE ACT 2 (Replacement Fee $40.00)	1	x	$ 10.00	=	$ 10.00
ENHANCED STUDY GUIDE	_____	x	$ 5.95	=	$_____
ADDITIONAL ORCHESTRA PARTS (Replacement Fee $60.00)	_____	x	$ 15.00	=	$_____

(Attach ORCHESTRATION sheet with additional parts required marked - list total quantity of parts above)

STANDARD SET MATERIALS TOTAL (add this total to Grand Total on next page) $ 112.50
You MUST return this form along with your contract to receive materials.

***See Vendor Pricing following the next page for pricing information

ORCHESTRATION
STANDARD ORCHESTRATION

Your MTI Rep: ISABELLA MORALES
Your MTI Account Number: 0047799
Contract #: 7160487 Printed on: 08/21/26

Below is a detailed list of all orchestra parts available for this title, along with doublings and other instrumentation notes. If you wish to order additional parts, mark the number of additional parts for each instrument, and return this page with your Contract Confirmation page and include the total number of additional parts on the Additional Materials form.

STANDARD ORCHESTRATION

BOOKS INCLUDED	ADDITIONAL REQUESTED	INSTRUMENT	DOUBLINGS
1	_____	BASS	ACOUSTIC BASS
1	_____	CELLO	
1	_____	HORN 1	
1	_____	HORN 2	
1	_____	KEYBOARD 1	
1	_____	KEYBOARD 2	
1	_____	PERCUSSION	"GAVROCHE" DRUM, BELL TREE, BIG CYMBAL BOSPHORUS CYMBAL, BRAKE DRUM, CHINA CYMBAL, COWBELL CRACKED SPALSH CYMB., CRASH CYMBAL, CRICKET CLICKER CROTALES, CYMBAL, FIELD DRUM, FINGER CYMBAL, FLOOR TOM GARBAGE CAN LID, GLOCKENSPIEL, GRAN CASSA GRITTY CHINA CYMBAL, LARGE SUS. CYMBAL, MARK TREE OLD COPPER POT, OLD SPLASH CYMBAL, OLD TIN CUP PICCOLO SNARE DRUM, RACK TOMS, ROTO TOMS SMALL CHINA CYMBAL, SMALL RATCHET, SMALL SUS. CYMBAL SNARE DRUM, SUSPENDED CYMBAL, TAM TAM, TAMBOURINE TEMPLE BLOCKS, TIMPANI, TOM-TOMS, TRIANGLE, TRINE VERY LG. SUS. CYMBAL, WOOD BLOCK, XYLOPHONE 6" SPLASH CYMBAL, 8" SPLASH CYMBAL
1	_____	REED 1	ALTO FLUTE, ALTO RECORDER, FLUTE, PICCOLO
1	_____	REED 2	ENGLISH HORN, OBOE
1	_____	REED 3	Bb CLARINET, BASS CLARINET, Eb CLARINET, TENOR RECORDER
1	_____	TROMBONE	BASS TROMBONE, TENOR TROMBONE, TUBA
1	_____	TRUMPET	FLUGELHORN, PICCOLO TRUMPET, TRUMPET
1	_____	VIOLA	
1	_____	VIOLIN	

STANDARD RENTAL SET

Your MTI Rep: ISABELLA MORALES
Your MTI Account Number: 0047799
Contract #: 7160487 Printed on: 08/21/26

The rental fee includes the materials below and, when applicable, a full OR partial set of the standard OR alternate orchestration. The rental fee will not change if no orchestrations are ordered.

YOUR STANDARD RENTAL SET WILL INCLUDE:

1 DIRECTOR'S SCRIPT
30 LIBRETTO/VOCAL BOOK
1 CONDENSED SCORE ACT 1
1 CONDENSED SCORE ACT 2
1 PRODUCTION FORMS & TEMPLATES
1 DIGITAL PRODUCTION SLIDES
1 PIANO VOCAL SCORE ACT 1
1 PIANO VOCAL SCORE ACT 2
1 ENHANCED STUDY GUIDE

STDMAT 0 2

ADDITIONAL MATERIALS

A Note About Additional Materials

The following guide will help you determine the price of available Additional Materials for your show.

Note: Not all Additional Materials are available for every show title.
To check for availability of any Additional Materials in the show you are licensing, please see the show-specific list of Additional Materials on the previous page.

Transpositions-on-Demand *(per song title)* **$150**
(complete set of orchestra parts, and piano/conductor or piano/vocal score)

KeyboardTEK (Keyboard patches & programming)
for pricing and to place an order, visit . . . . . www.KeyboardTEK.com

OrchExtra® *for pricing, visit. . . . . www.rms.biz*

Performance Accompaniment Recordings
As requested, if you want to order Performance Accompaniment Recordings, the pricing has already been calculated for you on the previous Additional Materials page. For your convenience, a breakdown of how the cost is calculated is below:

Rehearsal only **$350**

Rehearsal and Performance

Accredited schools:
- up to 10 performances **$750**
- 11 or more performances (cost *per performance over 10*) $100

All other eligible organizations:

0 – 499 seats
- up to 10 performances **$750**
- 11 or more performances (cost *per performance over 10*) $100

500+ seats
- up to 10 performances **$999**
- 11 or more performances (cost *per performance over 10*) $100

— THIS PAGE IS FOR PRICING REFERENCE ONLY —

To order available Additional Materials,
enter the price on the previous ADDITIONAL MATERIALS page

BILLING CREDITS

Your MTI Rep: ISABELLA MORALES
Your MTI Account Number: 0047799
Contract #: 7160487 Printed on: 08/21/26

SHOW BILLING CREDITS

For proper usage, refer to **Section I, Paragraphs 4 (A & B)** of the Performance License.

********** SEE BILLING RIDER **********

MTI BILLING

In accordance with the **Performance License**, *all* advertising materials (posters, programs, websites, etc.) **MUST** include the following credit:

LES MISERABLES SCHOOL EDITION

Is presented through special arrangement with Music Theatre International (MTI).
All authorized performance materials are also supplied by MTI.
www.mtishows.com

In addition, all press releases and press kits MUST indicate the production is licensed by Music Theatre International.

VIDEO RECORDING WARNING

This license does NOT grant the right** to make, use and/or distribute an audio or audiovisual recording (rehearsal, performance or otherwise) of the Play or any portion of it by any means whatsoever, including, but not limited to, through physical media (e.g., film, CD, DVD, tape) or any method of digital recording or distribution. You agree to inform all parents, students and attendees of the above prohibitions against recording the show by means of both a program note and a pre-show announcement.

In compliance with the above condition, you **MUST** include the following warning in your program:

Any video and/or audio recording of this production is strictly prohibited.

***except with respect to certain titles, where a limited video license is available for $75 00 and you have purchased that license.*

BILLING CREDITS

SHOW BILLING CREDITS

FULL BILLING: You shall use the following title and incorporate your credit above the title and otherwise comply with the size specifications on the title page os playbills and programs, and in all advertisements wherever members of the creative team and artists are also included, as follows:

The (Licensee's)
Production of
LES MISÉRABLES
SCHOOL EDITION



Performed entirely by students

A musical by ALAIN BOUBLIL and CLAUDE-MICHEL SCHÖNBERG
Based on the novel by VICTOR HUGO
Music by CLAUDE-MICHEL SCHÖNBERG
Lyrics by HERBERT KRETZMER
Original French text by ALAIN BOUBLIL and JEAN-MARC NATEL
Additional materials by JAMES FENTON
Adapted by TREVOR NUNN and JOHN CAIRD

Original Orchestrations by JOHN CAMERON
New Orchestrations by CHRISTOPHER JAHNKE,
STEPHEN METCALFE and STEPHEN BROOKER

Originally Produced by CAMERON MACKINTOSH
School Edition specially adapted and licensed by
MUSIC THEATRE INTERNATIONAL and CAMERON MACKINTOSH (OVERSEAS) LTD

SHORTENED BILLING: You may use the following shortened billing In advertisements of 1/4 page size or less, and online and mobile ads where in each case only the title of the play, performance dates and venue are provided and in outdoor advertising, transit and taxi ads and marquees where no other person is billed, the following "shortened billing" is permissible:

The (Licensee's)
Production of
LES MISÉRABLES® SCHOOL EDITION
Performed entirely by students
A musical by ALAIN BOUBLIL and CLAUDE-MICHEL SCHÖNBERG
School Edition specially adapted and licensed by
MUSIC THEATRE INTERNATIONAL and CAMERON MACKINTOSH (OVERSEAS) LTD

PERFORMANCE LICENSE

Your MTI Rep: ISABELLA MORALES
Your MTI Account Number: 0047799
Contract #: 7160487 Printed on: 08/21/26

This Performance License (the "License"), and any Contract Riders attached to the MTI Production Contract ("Production Contract"), are incorporated by reference into the Production Contract and contain important restrictions and requirements regarding Licensee's production. Throughout this License, Music Theatre International is referred to as "MTI", "we" or "us"; the organization to which the Production Contract is issued is referred to as "Licensee" or "you"; and the individual signing on behalf of the Licensee is referred to as the "Authorized Signatory."

Please read this Performance License carefully and keep this copy for your records.

Your signature on the acceptance line of the Production Contract accompanying this License will acknowledge that:

a) you have read and understand the terms, conditions and provisions set forth below;
b) you are authorized to sign the Production Contract on behalf of Licensee;
c) you agree to the terms, conditions and provisions contained herein on behalf of Licensee; and
d) you will inform the producer(s), director(s) and creative team of Licensee's production of the terms, conditions and provisions contained in this Production Contract.

I. COPYRIGHT PROVISIONS, PRODUCTION RULES AND BILLING

Any violation of these copyright provisions shall automatically and immediately terminate the Production Contract.

1. **Rights Granted and Restrictions on Use of Replica Elements:** This Production Contract allows the public performance of the Play as represented in the rental materials provided by MTI under the following terms and conditions. The rights granted by MTI do not include the right to utilize any of the choreography, staging, direction, designs (including set, costume, video or projections), logos, or other intellectual property from any prior productions of the Play or from any film version of the Play. The rights to all of those elements, in whole or in part, are owned by third parties and are not granted as part of this Performance License. Licensee may use production elements such as choreography, direction, designs and/or logos when (i) any such elements are specifically provided as part of the standard rental materials, and thereby authorized for use by MTI, or (ii) where available, the Licensee purchases an MTI Production Resource thereby granting a license to use said element.

2. **Changing the Play; Casting:** Under federal law and under the terms of this Production Contract, you may not make any changes to the Play or any additional materials purchased or rented from MTI (the "MTI Rental Materials"), including but not limited to the following:

   a. You may not add music, dialogue, lyrics, non-verbal scenes or anything to the Play as embodied in the MTI Rental Materials, including any songs or dialogue from any film version of the Play or from any other production of the Play.

   b. You may not delete, in whole or in part, any material in the Play as embodied in the MTI Rental Materials.

   c. You may not make changes of any kind, including but not limited to changes of music, lyrics, dialogue, sequence of songs and/or scenes, time period, setting, characters or characterizations or gender of characters in the Play.

   d. You agree that any proposed change, addition, omission, interpolation, or alteration in the book, music, or lyrics of the Play shall first be submitted in writing to MTI. MTI may, in its sole discretion, seek approval for such change from the authors or other rightsholders of the Play (the "Rightsholders"). If permission for any such change is granted, such changes shall become the property of the Rightsholders without any obligation to you or any third party making such changes, and MTI may require you to enter into a work for hire agreement or copyright assignment with such third party. If MTI does not respond to a request for any changes in writing, the change shall be deemed disapproved. No such change shall be implemented in your production unless and until MTI has notified you in writing that the change is approved.

   e. The use of makeup to alter a performer's race or ethnicity (e.g., blackface, etc.) is strictly prohibited under this Performance License. Certain titles may have additional casting requirements set forth in a separate contract rider.

   f. You may not make any physical or digital copies of the materials provided or physically alter, amend, or change them, or digitally distribute them, without MTI's prior written permission. If such permission is granted, you agree to collect and destroy all such copies upon the completion of your production.

   g. MTI and the Rightsholders shall not be obligated at any time to offer royalty participation or make any payment to any person whom you may hire to direct, choreograph, stage, design, furnish musical services or otherwise actualize your production unless that person has entered into a written agreement directly with the Rightsholders or MTI.

   h. **The Authorized Signatory agrees to review these copyright provisions with the director and entire creative team of your production.**

3. **Advertising/Recording/Broadcast (Audio, Video, Digital, etc.):** Except for the customary right to advertise and publicize the Play by means of print, radio, television, online and social media, including TV commercials and B-Roll (in which no radio, television or digital commercial produced by Producer shall contain excerpts from the Play in excess of 30 seconds (90 seconds in the aggregate)), this Production Contract grants no rights to record, stream or distribute the Play or any portion of it by any means whatsoever (subject to the last sentence of this Paragraph). Specifically, except as set forth in the previous sentence, this Production Contract does not grant you any right to (i) make an audio or audiovisual recording (rehearsal, performance or otherwise) of the Play or any portion of it by any means whatsoever, including, but not limited to, tape, film, CD, DVD or digital versions; or (ii) to televise, broadcast, stream, make available for download or otherwise post online or in social media or through any mobile device the Play or any portion of it. You agree to inform all audience members of the above prohibitions against recording the show by means of both a program note and a pre-show announcement. If you have purchased a Streaming or Video License (where available) for your production of the Play, you may permit limited recording in accordance with the terms of the Streaming or Video License.

4. **Billing Credits and Use of Logos in Advertising and Promotion:**
   a. Billing: You must bill the Play, the authors and other creative personnel in all programs, houseboards, displays, websites, advertising and publicity (print or digital) exactly as set out in the Billing Credits section of this Production Contract. Your program must also include any other required language that appears in the Billing Credits (e.g., MTI credit, video recording warning language).
   b. Bios: If your program or website includes bios of any member of your creative team, you must include both (i) author bios and (ii) Music Theatre International's bio in your program. Bios may be found on our website at www.mtishows.com/bios or may be obtained by request from MTI.
   c. Logos: You may not use the copyrighted logo of the Play or any logo associated with any other production or film version of the Play, unless you purchase an MTI Logo Pack featuring that logo (where available) and you pay MTI the appropriate fee, if required.
   d. Use of Play Title in Domain Names and Social Media: You may not use any domain name or social media or account/handle incorporating the name of the Play without the prior written permission of MTI. If permission is granted, you must agree to assign the domain name to the Rightsholders or their duly authorized representatives.
   e. Program Copies: One (1) print copy of the program for your production should be sent to MTI's Business Office (in lieu of a print version, digital copies can be emailed to licensing@mtishows.com) not later than three (3) days following the opening performance.

5. **Merchandise:** You may not create merchandise based on the Play or using the Play's title, logo, characters, lyrics or text, whether for sale or distribution, without written permission from MTI acting on behalf of the Rightsholders or their duly authorized representatives. You may sell merchandise purchased from MTI (e.g., T-shirts), where available.

II. PERFORMANCE LICENSE AND PAYMENT PROVISIONS

1. **License Effective Date; Payments:** MTI must receive, prior to the Offer Expiration Date on the first page of the Production Contract, (i) a signed copy of the Production Contract and (ii) your security fee and any other payments that are due on execution, in U.S. funds, or your application for a license to produce the Play on the performance dates listed in the Production Contract will expire. Furthermore, MTI reserves the right to revoke the license offer at any time in its sole discretion before it has received the signed Production Contract and required payments. You will receive a confirmation from MTI when all such necessary submissions have been received and accepted (please allow approximately ten (10) business days) and at such time your Production Contract will take effect and your production will be considered licensed ("Fully Licensed"). Until such time, you agree not to advertise, announce, audition, present or sell tickets for any performances of the Play. Your license to produce the Play is conditioned on MTI receiving payment in full of all royalties, rental fees and other materials costs under this Production Contract (including payment for any ancillary productions or services purchased subsequent to the date the Production Contract was issued). (Accredited schools and government agencies only may provide a purchase order in lieu of upfront payment pursuant to Paragraph II. below). Payment in full is required before MTI will ship materials to you. In any case, if payment in full has not been received by MTI prior to the first scheduled performance date, the rights granted to you in this Production Contract will terminate and your production will be deemed to be unlicensed. You agree to pay all royalties, rental and any other amounts due to MTI upon execution or within the time period specifically set forth in the Production Contract and any rider. If no time period is listed for any other charges, you agree to pay such amounts owing to MTI within forty-five (45) days from the end of your production or within thirty (30) days of receipt of an invoice from MTI, as applicable.

2. **Changes:** If you wish to change any of the conditions set forth in this Production Contract in any way (including change of dates, reducing or increasing the number of performance(s), ticket price adjustments or change of venue), you must submit such requested changes to MTI's Business Office in writing immediately, and MTI must approve all changes before they may take effect. Changes in dates may be disallowed because of licensing restrictions on the Play (e.g., due to tours). Changes in the number of performances, tickets prices and venue or seating capacity may alter the fees quoted in the Production Contract. If MTI does not receive notice of changes prior to your first scheduled performance date under your Production Contract, MTI reserves the right to retain all amounts received or due to MTI under the original Production Contract. In addition, if any such changes would increase the amount owing to MTI (e.g., increased ticket prices; adding performances or increasing seating capacity), MTI will charge your account for such additional amounts. MTI in its discretion may charge a change fee of $25 each time changes (other than addition of performances or increased ticket prices) are made following the issuance of this Production Contract. If you wish to cancel your entire production, you must do so in accordance with Paragraph II.4 below.

3. **Additional Performances:** If you request the right to add performances or sell additional seats per performance pursuant to Paragraph 2 above, you agree to make additional royalty and rental payments for all such additional performances. You agree not to announce, advertise, present or sell tickets for such additional performances or additional capacity without prior written permission from MTI and payment of the additional royalty and fees due.

4. **Cancellation of Production:** If you wish to cancel your entire production, you must notify MTI's Business Office in writing immediately, but in any case prior to the date of the first scheduled performance set forth in the Production Contract. You understand that, even if you do not present the Play, you may be obligated for the fees set forth in this License and the Production Contract. MTI reserves the right to charge a cancellation fee of fifty dollars ($50.00) and is entitled to retain all other amounts paid or owing to MTI under this Production Contract. Cancellation of individual performances is covered in Paragraph II. 2 above. Refunds, if any, for a cancelled production will be issued in accordance with Paragraph II. 14 below. If MTI does not receive notice of cancellation of your production prior to the first scheduled performance date under your Performance License, MTI reserves the right to retain all amounts received or due to MTI under the original Production Contract as well as any other payments received for ancillary products and services after the Production Contract was issued. You acknowledge that if materials have shipped MTI has the right to retain a pro-rated portion of the rental fees and all shipping costs incurred if your production is cancelled for any reason, including all fees paid for additional rental weeks, all of which would be determined by MTI in its sole discretion.

5. **Complimentary Tickets:** You agree as a condition of this Production Contract to reserve two (2) complimentary tickets for each performance (if requested) for the use of MTI and the Rightsholders and MTI agrees not to sell such tickets.

6. **Purchase Orders:** For accredited schools and government agencies only, a signed, authorized Purchase Order is acceptable in lieu of upfront payment. You must still provide a check, credit card or money order for the SECURITY FEE as well as your signed, authorized Purchase Order when you return the signed Production Contract to cause materials to be shipped. Following the end of the production, you agree to promptly pay royalty and rental payments as well as any other amounts owing for ancillary products and services purchased after the original Production Contract was issued.

7. **Accounting:** You agree to keep and maintain full and regular books and records in which you shall record all items in connection with the production and presentation of the Play, including dates of performance, ticket prices and number of tickets sold. Such books and records shall be open at all reasonable business hours for inspection by MTI or its representatives at your office, and MTI shall have the right to make copies of and take extracts from such books and records. You shall submit to MTI's Business Office, within five (5) days following demand by MTI, a sworn statement setting forth the total number of performances actually presented and the precise date and place of each such performance. MTI's rights under this Paragraph shall continue for five (5) years following (i) the date of the last performance licensed under the Production Contract or (ii) the date on which MTI received final payment due hereunder, whichever is later.

8. **Default:** This License is conditioned upon your fulfillment of all obligations set forth in the License and in the accompanying Production Contract, including the prompt payment of all rental, royalty, security and other fees owing to MTI in U.S. funds when due. If any such payments are not made in full to MTI when due, the rights granted to you under this License will be deemed void ab initio (i.e., this License will be deemed invalid from the outset) and the production that is the subject of this License (and all performances thereof) will be deemed to constitute infringement and breach of contract under applicable law. Nevertheless, you will remain liable for the payment of all fees that might be due to us under this License and will be subject as well to statutory damages for copyright infringement. If you default in the performance of any of the terms of this License, then, in addition to any and all other remedies which we might have at law, we shall have the right to a preliminary injunction to enjoin further performance of the Play. You agree to reimburse us for any expenses incurred by us in enforcing our rights under this Paragraph 8, including, but not limited to, attorneys' fees,

telephone, fax, and postage charges and collection expenses. If you pay by check and it is returned insufficient funds or if you stop payment, MTI will charge a returned check fee (currently $45).

9. **Warranty:** MTI warrants that, on behalf of the Rightsholders of the Play, it is authorized to grant this License to you. MTI makes no other warranties.

10. **Reserved Rights:** All rights in and to the Play other than those specifically licensed to you under the terms of this Production Contract are reserved to MTI, with the unrestricted right of MTI to use, exploit or dispose of any of them at any time, whether or not the exercise of such rights may be in competition with the rights granted to you in this License.

11. **Transfer of Rights:** Under no conditions can this License be assigned or transferred without written consent from MTI.

12. **Governing Law:** This License shall be governed by the Laws of the State of New York, and any dispute arising out of or under this License agreement shall be litigated only in the courts of the City or State of New York in the City of New York or the United States District Court in the Southern District of New York, and in no other forum.

13. **Indemnification of Licensor:** You agree to indemnify MTI and its affiliates and the Rightsholders of the Play from any claim arising out of your violation of any of the provisions of this Production Contract.

14. **Refunds:** Refunds will be issued in the following circumstances.
    a. Following the conclusion of your production, if any refund is due to you (e.g., unused portion of security fee), you may elect to keep such amounts on your account to be used for future productions. If you do not elect to keep your refund amount on account, MTI will automatically process the refund within 6 to 8 weeks from the conclusion of your production. Your refund amount may be affected by charges such as shipping fees, missing materials charges, bank charges and other charges and fees specifically mentioned in this Production Contract.
    b. If you have cancelled your entire production in a timely manner in accordance with Paragraph II.4 above and are entitled to a refund, you may elect to keep the refund on your account to be used for future productions. If you do not elect to keep your refund on account, MTI will process your refund within 6 to 8 weeks from the date MTI receives written notice of the cancellation. Your refund amount may be affected by charges such as shipping fees, missing materials charges, bank charges and other charges and fees specifically mentioned in this Production Contract.

    You acknowledge that during a Force Majeure Event (as defined in Paragraph II.15 below), any refunds due to you may be delayed due to the volume of cancellations and refunds to be processed.

15. **Force Majeure:** Neither MTI nor the Licensee will be deemed in default of this License as a result of its delay or failure to perform its obligations (other than the Licensee's payment obligations) when such delay or failure arises out of causes beyond the reasonable control of MTI or the Licensee. Such causes may include, but are not restricted to, acts of God or the public enemy, war, insurrections, riots, civil disturbances, acts of terrorism, government restriction, fires, floods, strikes, unusually severe weather, epidemics, pandemics or other large-scale health events; but, in every case, delay or failure to perform must be beyond the reasonable control of and without the fault or negligence of the party (a "Force Majeure Event").

    In the case of a Force Majeure Event that results in the cancellation or postponement of Licensee's production, Licensee must, as soon as reasonably practicable after the onset of a Force Majeure Event, (a) provide written notice to MTI of the nature and extent of such Force Majeure Event and (b) inform MTI whether it has cancelled or changed the production dates or intends to do so. Cancellation of Licensee's production shall be in accordance with Paragraph II.4. Proposed changes (such as postponement) to Licensee's production shall be in accordance with Paragraph II.2. If Licensee is unable to notify MTI in writing prior to the cancellation or proposed change, Licensee shall do so as soon as reasonably practicable but in any event within five (5) business days of the originally scheduled first performance date (or if the Force Majeure Event begins after performances have begun, within five (5) business days of the onset of the Force Majeure Event). If MTI does not receive written notice that Licensee has cancelled its production due to the Force Majeure Event within such time period, MTI will assume such production has taken place in accordance with the terms of the Production Contract and will have the right to retain all amounts previously paid or owing to MTI for such production (and no refunds will be issued).

    Except in the case of cancellations and changes for which Licensee has notified MTI as provided above, nothing in this Paragraph shall affect or reduce Licensee's payment obligations under this Production Contract. Licensee shall remain liable for any cancellation fees, missing materials charges, shipping fees and other charges set forth in the Production Contract, including royalties for performances of the Play that were presented prior to the Force Majeure Event. Licensee also will

remain liable for amounts owing for ancillary products and services purchased after the original Production Contract was issued, all of which MTI may deduct from the security fee or other funds on account at MTI.

In the case of a Force Majeure Event affecting MTI, MTI shall, as soon as reasonably practicable after the occurrence of the Force Majeure Event, (a) provide written notice (such notice may be given by emails, social media or website postings to customers generally); and (b) use commercially reasonable efforts to resume performance (e.g., shipping materials) as reasonably practicable.

16. **Compliance with Laws.** Licensee represents and agrees that it shall be aware of and comply with all federal, state and local laws applicable to its production, including laws, regulations and ordinances pertaining to in-person gathering restrictions as well as any other rules or guidelines regarding any public health emergency (or similar situation) which may impact any aspect of Licensee's production, including but not limited to rehearsals, performances and audience attendance. MTI makes no representation or assessment of the legality or prudence of Licensee's decision to proceed with its production, nor shall MTI or the Rightsholders be held liable for any claims arising out of Licensee's decision to proceed with its production. Licensee shall indemnify and hold MTI and the rightsholders harmless from any claims, costs, and damages arising out of Licensee's production.

III. MATERIALS RENTAL PROVISIONS

1. **Rental Term and Delivery:** Delivery of the MTI Rental Materials is conditioned on your production being Fully Licensed as described in Paragraph II.1 (i.e., you have received written confirmation from MTI after submitting the signed Production Contract and paying all applicable royalty, rental and security fees). Provided your production is Fully Licensed, the MTI Rental Materials will be shipped approximately two (2) months prior to the first performance of your production; however, if you have not signed and submitted the Production Contract and remitted full payment in time to enable shipment by such date, MTI will process your shipment as soon as practicable once your production is Fully Licensed. In such case, MTI cannot guarantee the MTI Rental Materials will be delivered in sufficient time to meet your production schedule. If the MTI Rental Materials are needed in advance of the two (2)-month period, the charge is one hundred dollars ($100.00) for each additional week or partial week, subject to availability. MTI strongly recommends that delivery of materials be made to staffed locations where receipt can be confirmed. Signature confirmation of delivery significantly reduces the risk of loss to you. After MTI has received confirmation from the carrier that the materials have been delivered to the designated address, you acknowledge and agree that you shall be responsible for any loss or damage to the materials including costs to replace the materials and reship them to you.

2. **Authorized Rental Materials:** The MTI Rental Materials are the only Play materials authorized by the Rightsholders and must be rented from MTI as a condition of this Production Contract. You may not use scripts or orchestra parts obtained from other sources (including materials posted online). The full rental fee must be paid even if you do not intend to use all of the MTI Rental Materials in your production.

3. **Ownership:** All MTI Rental Materials, including missing materials, remain the property of MTI and must be returned to MTI following the conclusion of your production. You understand that the MTI Rental Materials (i) cannot be used for any purpose other than as stated in this License and (ii) may not be copied, scanned or otherwise reproduced, sold, traded, offered for sale or trade, posted online, used for performances other than those specified in this Production Contract or otherwise transferred physically or digitally.

4. **Suitability:** Although MTI strives to provide the highest quality service to you, MTI makes no representation as to the adequacy, suitability and/or condition of the MTI Rental Materials. Any missing or damaged materials MUST be reported to MTI's Business Office within five (5) business days after receipt of your shipment, or you may be liable for full replacement charges upon their return to MTI.

5. **Shipping Charges:** You are responsible for shipping charges BOTH WAYS for materials that MTI rents and/or supplies to you, as well as all customs charges, duties and the like in connection with shipments of materials outside of the United States and return shipment to MTI. You are responsible for complying with all customs regulations applicable to the return of materials to the United States. MTI ships by USPS, FedEx, UPS or other carriers at its sole option. Any expense that MTI incurs with respect to the delivery or return of the materials to its library shall be charged to you; you agree upon demand promptly to reimburse MTI for the full amount of such expense, whether or not your production is cancelled. A $10 handling fee is applied to each order.

6. **Return of Materials:** You agree that, no later than seven (7) days after the last performance under this Production Contract, you will return to MTI, by prepaid carrier, insured for not less than seven hundred fifty dollars ($750.00), the complete

set of materials (including any additional materials ordered) in as good condition as when you received it. Should you fail to do so, MTI shall be entitled to an additional rental fee of twenty dollars ($20.00) per item for each day that you retain any material beyond the period of seven (7) days after the last performance. You are responsible for the safe return to MTI of all MTI Rental Materials. If complete materials are not returned all at once and properly labeled, your account may not be credited or you may be liable for a restocking fee. If a Force Majeure Event (as defined in Paragraph II.15) prevents you from returning the materials, you will not be charged a missing materials fee for any days covered by the Force Majeure Event provided (a) you have notified MTI you are unable to return the materials due to the Force Majeure Event and (b) you return the materials promptly after circumstances permit you to do so but in no event later than three (3) months after the onset of the Force Majeure Event.

7. **Address for Return of Materials:** All materials must be returned to MTI's Music Library in Connecticut (Address listed below):

8. **DO NOT SHIP RENTED PRODUCTION MATERIALS TO THE NEW YORK BUSINESS OFFICE!**

RETURN ALL RENTED PRODUCTION MATERIALS TO:

Music Theatre International
31A Industrial Park Road
New Hartford, CT 06057

Phone: 860-379-3320

Any materials returned to MTI's New York Business Office will be subject to a transfer charge of up to $50.00.

9. **Damage/Loss:** Any damage to or loss of the materials shall be charged to you. You agree upon demand promptly to reimburse MTI for the full amount of such evaluated damage to or loss of materials. Any materials lost or damaged while in your possession will be assessed replacement fees as set forth in this Production Contract. Materials are deemed to be in your possession, and risk of loss passes to you, once the carrier has confirmed to MTI that the materials have been delivered to your designated address.

LIMITED STREAMING LICENSE

Your MTI Rep: ISABELLA MORALES
Your MTI Account Number: 0047799
Contract #: 7160487 Printed on: 08/21/26

LIMITED STREAMING LICENSE

MTI Access Code: LES4810303

Defined Terms Used in this License:

Licensee: EL PASO ISD FINE ARTS **Streaming License Fee:** $ 75.00

Play: LES MISERABLES SCHOOL EDITION

Minimum Per Performance Royalty of $ 35.00 **against** 15.00% **of gross receipts, whichever is greater**

When signed by Licensee in the space indicated below, and upon receipt by Music Theatre International ("MTI") of Licensee's payment of the Streaming License Fee, the following terms shall constitute an agreement between the Licensee and MTI with respect to the Play.

Licensee has requested the right to record its AMATEUR production of the Play to make it **solely available for viewing remotely on the CUR8.com streaming platform ("MTI Authorized Streaming Platform")**, and MTI has agreed, insofar as it is concerned, to permit such recording and streaming, strictly on the terms and conditions set forth in this Limited Streaming License and the associated Production Contract.

Accordingly, the Licensee agrees as follows:

A. GRANT OF RIGHTS AND STREAMING OPTIONS

1. **Grant of Capture and Streaming Rights.** Notwithstanding any prohibition against video recording in the associated Production Contract for the Play, this Streaming License grants Licensee permission to capture its live stage production of the Play, solely for the purpose of streaming it on the MTI Authorized Streaming Platform to remote audience members who have purchased tickets to view the stream through the MTI Authorized Streaming Platform ("Stream Viewers"). Licensee acknowledges and agrees that (i) all terms and conditions of the Production Contract and any associated riders, including the prohibition on making changes to the book, music and lyrics of the Play, apply to any performance livestreamed or recorded pursuant to this Streaming License (each, a "Video Performance"), and (ii) all Video Performances may be distributed only via the MTI Authorized Streaming Platform, and streaming, broadcasting or any other distribution of the Video Performance is not permitted on any other platform or service (e.g., YouTube, Vimeo, Google Classroom, Facebook, Zoom or other social media).

2. **Streaming Options for the Play:** This Streaming License permits the Licensee to do the following using the MTI Authorized Streaming Platform:

   (a) **Livestream:** Licensee may livestream one or more performances of its live stage production solely to Stream Viewers broadcast live in real-time. Livestreams may be shown only live, although the MTI Authorized Streaming Platform will permit Stream Viewers a limited period of time to pause or restart from the beginning.

   (b) **Scheduled Stream:** Licensee may live-capture one or more performances of its live stage production of the Play (either at a live performance in front of an audience and/or at an onstage, recording session scheduled for this purpose, all of which may be edited into one Video Performance provided that no changes or additions in the book, lyrics or music of the Play may be made in the editing process) and make such capture available for viewing solely by Stream Viewers who have purchased tickets to view at limited, scheduled times during the Term of Licensee's Production Contract.

3. **Streaming Platform:** As a condition of this Streaming License, all streams must take place on the MTI Authorized Streaming Platform and Licensee must make arrangements with the MTI Authorized Streaming Platform separately. Licensee acknowledges that the MTI Authorized Streaming Platform will be password-protected and will not permit downloading, copying or other duplication or redistribution of the Video Performance.

4. **Royalties and Fees:** Licensee acknowledges that in addition to the royalties payable pursuant to the Production Contract for the right to produce and present the Play and the Streaming License Fee to acquire the rights granted in this Streaming License, Licensee must pay the Streaming Royalty listed at the top of this Streaming License. The Streaming Royalty is the greater of (a) the gross proceeds from all streaming tickets sold times the streaming royalty percentage set forth above and (b) the Per Performance Minimum Royalty set forth above. For example, if you are not charging for streaming tickets, you must still pay the Per Performance Minimum Royalty for each streaming performance. The aggregate Streaming Royalty will be deducted from the proceeds of all streaming tickets sales and paid directly to MTI by the MTI Authorized Streaming Platform. Additional per ticket charges may be imposed by the MTI Authorized Streaming Platform.

LIMITED STREAMING LICENSE *continued*

B. GENERAL TERMS AND CONDITIONS

5. **Changes:** If any of the conditions set forth in the Production Contract have changed in any way that would affect streaming performances (including change of dates, cancellation or addition of performance(s), ticket price adjustments), Licensee agrees it will notify its MTI customer representative in writing immediately, and MTI must approve all changes in writing before they may take effect. Such changes may alter the fees quoted in the Production Contract. If Licensee requests the right to add additional streaming performances, Licensee agrees not to announce, advertise, present or sell tickets for such additional performances without prior written approval from MTI.

6. **Advertising Restrictions:** Licensee is not permitted to advertise and sell tickets for the Video Production regionally or nationally. Accordingly, Licensee agrees that its advertising, marketing and promotion of the Video Performance will be limited to its customary local outlets and its social media accounts. Licensee shall not issue any advertising or publicity for streaming to national media such as Broadway.com, Broadway World, Playbill, etc.

7. **Non-Commercial Venture.** Licensee acknowledges that the Video Performance may be created by Licensee solely for streaming on the MTI Authorized Streaming Platform and neither the Video Performance nor any other video recording of the Play may be sold, leased, duplicated or rented except as provided as herein or in a separate MTI video license (available for certain titles only).

8. **Billing.** Licensee shall post the full billing credits for the Play onscreen, and shall follow all requirements as to order, size and wording of credits, as provided in the associated Production Contract. Licensee may also distribute a digital program to each Stream Viewer. Such billing shall include the following credit:

STREAMING IS PRESENTED BY SPECIAL ARRANGEMENT WITH
MUSIC THEATRE INTERNATIONAL (MTI) NEW YORK, NY.
All authorized performance materials are also supplied by MTI. mtishows.com

9. **Restriction on Distribution.** In no event may any recording of the Play authorized herein, either in whole or in part, be otherwise reproduced and/or disseminated in any way, including broadcasting, televising, sale or electronic transmission and/or posting on the Internet or social media except as expressly authorized in this Streaming License.

10. **Copyright Infringement.** Licensee understands that its failure to follow the above requirements, even if inadvertent, could subject Licensee to liability for statutory copyright infringement under federal law. Licensee agrees that, without limiting any other recovery that MTI and/or the rightsholder(s) may obtain against Licensee, whether at law or at equity, for its breach of this Agreement, Licensee shall, at a minimum, reimburse MTI and/or the rightsholder(s) for its out-of-pocket expenses and shall pay to MTI and/or the rightsholder(s) damages equal to three times the total license royalty fees paid or payable to MTI by Licensee for its production of the Play or statutory damages in lieu thereof.

11. **Third-Party Permissions.** Permission granted herein to make a Video Performance available to Stream Viewers is limited to rights in the Play only. MTI cannot grant permission for others whose permission may be required such as, but not limited to, performers, production personnel, directors, choreographers, and designers as well as the theatre or venue owner. Licensee shall obtain all necessary releases and permissions from such personnel (including parents or legal guardians of minor children) and any applicable unions (e.g., Actors Equity, American Federation of Musicians, etc.).

12. **Compliance with Laws.** Licensee represents and agrees that it shall be aware of and comply with any and all applicable federal, state and local laws applicable to its production, including laws, regulations and ordinances pertaining to in-person gathering which may impact any aspect of Licensee's production of the Play, including but not limited to Licensee's rehearsals, performances and audience attendance. By permitting Licensee to stream its production, MTI makes no representation or assessment of the legality or prudence of the Licensee's decision to proceed with its production, nor shall MTI or the rightsholders be held liable for any claims arising out of Licensee's decision to proceed with its production.

13. **Limited Audiovisual Rights.** Other than to the limited extent provided for in the foregoing, no film rights, television rights or merchandising rights are made available to Licensee as part of this Streaming License. Licensee acknowledges that the rights granted are limited to capturing a live-stage performance and Licensee is not permitted to adapt the Play for video conferencing (e.g., Zoom) unless Paragraph 2 of this Streaming License includes remote performance rights.

14. **Limitation of Liability.** To the fullest extent provided by law, except as provided in the next sentence, in no event will MTI or the rightsholders of the Play be liable to Licensee on any legal theory (including, without limitation, negligence) or for its errors or omissions, or otherwise for any direct, special, indirect, incidental, consequential, punitive, exemplary, or other losses, costs,

LIMITED STREAMING LICENSE *continued*

expenses, or damages arising out of this Limited Streaming License, even MTI has been advised of the possibility of such losses, costs, expenses, or damages. MTI's and the rightsholders' total liability is limited to the total compensation paid to MTI under this Limited Streaming License.

15. **Miscellaneous.** All other provisions, terms and conditions of the Production Contract and Riders shall continue in full force and effect.

SIGN AND RETURN THIS PAGE TO MTI ONLY IF YOU WISH TO PURCHASE A STREAMING LICENSE.

ACCEPTANCE

By signing this Streaming License, you represent that you are authorized to sign this Streaming License on behalf of the Licensee, that you have read and understand the terms and conditions set forth in this Streaming License and that the Licensee agrees to abide by the terms and conditions contained herein.

PRINT YOUR NAME DO NOT SIGN TITLE DO NOT SIGN

AUTHORIZED SIGNATURE DO NOT SIGN DATE DO NOT SIGN

EMAIL DO NOT SIGN DAY PHONE DO NOT SIGN

STR LS3 7

VIDEO LICENSE

Your MTI Rep: ISABELLA MORALES
Your MTI Account Number: 0047799
Contract #: 7160487 Printed on: 08/21/26

VIDEO LICENSE

LIMITED HOME USE VIDEO RECORDING PERMISSION

WHEN SIGNED IN THE SPACES INDICATED BELOW, AND UPON RECEIPT BY MTI OF LICENSEE'S PAYMENT OF SEVENTY-FIVE DOLLARS ($75.00), THE FOLLOWING TERMS SHALL CONSTITUTE AN AGREEMENT BETWEEN EL PASO ISD FINE ARTS **(THE "LICENSEE") AND MUSIC THEATRE INTERNATIONAL ("MTI"), GRANTING LICENSEE LIMITED PERMISSION TO MAKE ONE VIDEO RECORDING OF LICENSEE'S PRODUCTION OF THE PLAY ENTITLED** LES MISERABLES SCHOOL EDITION **(THE "PLAY").**

If Licensee wishes to purchase a video license, please sign and return this form and pay the $75 fee (see Additional Materials Order Form).

1. Notwithstanding the general prohibition against any video recording whatsoever in the License, MTI hereby grants permission for your organization to permit one authorized videographer (who can be an individual associated with your production or a commercial videographer as set forth in Paragraph 2 below) to record a single performance of your production of the Play, subject to Licensee's strict observance of the conditions set forth herein.

2. A video recording of the Play (the "Video Recording") may be created by Licensee as a non-commercial venture for archival purposes, which video recording may not be sold, leased or rented except as provided as herein. Alternatively, Licensee may hire an outside party to professionally make one video recording of the Play provided that such video recording may only be used (a) for archival purposes, and/or (b) to make additional copies of the recording that may be provided to participants in the Play or their families for their own personal, at-home (i.e., non-commercial use). It is permissible to charge the participants in the Play or their families the duplication costs of the copies, but the videos cannot be sold for a profit and may not be distributed online or to the general public. Such outside party may not use the name of the owner of the Play or any other trademarks of the Owner in any way, except to indicate the content of the video recording. In addition, Licensee may authorize participants in the Play (i.e., cast, crew, creative team) or their families to create a video recording of the Play solely for their own personal, at-home (i.e., non-commercial) use.

3. As a condition to the rights granted herein, Licensee agrees to use good faith efforts to inform all audience members of the restrictions and limitations on video recording and the subsequent use thereof, as set forth herein. At a minimum, Licensee agrees to include a statement in the Play's program substantially in the form provided below and shall further inform audience members of the below limitations by way of an announcement prior to the start of each performance of the Play:

ANY VIDEO RECORDING MADE OF THIS PERFORMANCE IS AUTHORIZED FOR PERSONAL, AT-HOME, NON-COMMERCIAL USE ONLY. THE SALE OR DISTRIBUTION OF SUCH RECORDING IS STRICTLY PROHIBITED UNDER FEDERAL COPYRIGHT LAW.

In addition, the following notice must be displayed as the opening 45 seconds of the video:

WARNING! THIS VIDEO RECORDING HAS BEEN CREATED SOLELY FOR PERSONAL, NON-COMMERCIAL PURPOSES WITH THE SPECIAL PERMISSION OF MUSIC THEATRE INTERNATIONAL. UNDER FEDERAL COPYRIGHT LAW, IT MAY NOT, IN WHOLE OR IN PART, BE SOLD, STREAMED, BROADCAST, DUPLICATED OR DISSEMINATED TO THE PUBLIC IN ANY WAY, BY ANY MEANS NOW KNOWN OR INVENTED IN THE FUTURE.

4. In no event may any video recording of the Play authorized herein, either in whole or in part, be otherwise reproduced and/or disseminated in any way, including broadcasting, televising, sale and/or electronic transmission and/or posting on the Internet.

5. Licensee understands that its failure to follow the above requirements, even if inadvertent, will incur liability for statutory copyright infringement under federal law. Licensee agrees that, without limiting any other recovery that MTI may obtain against Licensee, whether at law or at equity, for its breach of this Agreement, Licensee shall, at a minimum, reimburse MTI for its out-of-pocket legal fees and shall pay to MTI damages equal to three times the total license royalty fees paid or payable to MTI by Licensee for its production of the Play. In addition, Licensee shall indemnify MTI and the authors and owners of the Play and hold them harmless from any costs or expenses arising out of claims made by third parties appearing in the video, or whose work is used in the video (such as performers, musicians, directors, choreographers or designers).

6. All other provisions, terms and conditions of the License Agreement shall continue in full force and effect.

SIGN AND RETURN THIS PAGE TO MTI ONLY IF YOU WISH TO PURCHASE A VIDEO LICENSE. A FEE OF $75 APPLIES.

ACCEPTANCE

By signing below, you agree that you have read and that you understand the terms and conditions set forth in this Production Contract and the accompanying Performance License and agree to abide by terms and conditions contained therein.

PRINT YOUR NAME Brian Lusk TITLE Superintendent

AUTHORIZED SIGNATURE _____ DATE _____

EMAIL blusk@episd.org DAY PHONE 915-230-2576

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CONTRACT RIDER
MTI COPY

Your MTI Rep: ISABELLA MORALES
Your MTI Account Number: 0047799
Contract #: 7160487 Printed on: 08/21/26

SPECIAL TERMS & CONDITIONS: LES MISÉRABLES SCHOOL EDITION

Licensing Guidelines and Provisions:

1. Les Misérables School Edition is available only for performance by High School, Middle School, and Elementary School Students (or students who graduated High School during the current calendar year). This special edition of Les Misérables was not conceived or developed for performance by adults or college students. If you would like to cast anyone other than a full-time Elementary, Middle or High School student (or recent High School graduate as defined above), you must submit your request in writing to MTI for consideration and may not cast such person(s) unless specifically approved in writing by MTI.

2. Les Misérables School Edition is available only for amateur production. No member of the cast may be a member of an actors' union, such as Actors Equity, SAG, or AGVA, and no member of the cast may be paid a salary, a percentage of ticket sales, a flat fee, or any similar compensation. [Exception to the foregoing: you may cast a member of an actors' union if that young person is a full-time High, Middle, or Elementary School Student who regularly participates in your musical theatre program for no compensation.]

3. You may not tour this production. Each license is issued for a specific venue only.

4. The production may be presented to a total potential audience of no more than 15,000 people, but, in any case, may be presented a maximum of no more than 15 performances, including previews. Any request to a) perform more than 15 performances or b) exceed the 15,000-audience member limit must be submitted to MTI in writing for consideration. You may not extend your run or increase the size of your audience potential unless approved in writing by MTI.

5. All advertising, programs, and press releases must clearly state that Les Misérables School Edition is being performed by students.

6. All advertising must utilize the official Les Misérables School Edition logo provided to you as part of the director's script. This includes any advertising of listing on a ticketing service website.

7. Advertising Restrictions: No advertising on Television or Radio other than school stations and Public Service Announcements (PSA's) No advertising on the internet except on the school or the theatre's website.

8. IF A PROFESSIONAL TOUR IS COMING TO YOUR AREA: [i.e., within 75 miles of your theatre], you must adhere to the following guidelines:

For six (6) weeks prior to the first performance of the tour in your area, through and including one (1) week after the final performance of the tour in your area, you must restrict your advertising to the following:

a. Local posters and flyers
b. School newspaper
c. School website
d. School run radio and television stations
e. Public Service Announcements (PSAs)

There shall be no advertising in non-school related newspapers during this period

IT IS YOUR RESPONSIBILITY TO DETERMINE WHETHER OR NOT THE PROFESSIONAL TOUR OF LES MISÉRABLES WILL BE WITHIN 75 MILES OF YOUR THEATRE.

ACCEPTANCE

By signing below, you agree that you have read and that you understand the terms and conditions set forth in this Production Contract and the accompanying Performance License and agree to abide by terms and conditions contained therein. A copy of MTI's Performance License can be found online at www.MTIShows.com/PerfLicense.

PRINT YOUR NAME Brian Lusk TITLE Superintendent

AUTHORIZED SIGNATURE DATE

DAYTIME TELEPHONE 915-230-2576 EMAIL blusk@episd.org

RETURN TO MTI

CONTRACT RIDER
LICENSEE COPY

Your MTI Rep: ISABELLA MORALES
Your MTI Account Number: 0047799
Contract #: 7160487 Printed on: 08/21/26

SPECIAL TERMS & CONDITIONS: LES MISÉRABLES SCHOOL EDITION

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3. You may not tour this production. Each license is issued for a specific venue only.

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For six (6) weeks prior to the first performance of the tour in your area, through and including one (1) week after the final performance of the tour in your area, you must restrict your advertising to the following:

a. Local posters and flyers
b. School newspaper
c. School website
d. School run radio and television stations
e. Public Service Announcements (PSAs)

There shall be no advertising in non-school related newspapers during this period.

IT IS YOUR RESPONSIBILITY TO DETERMINE WHETHER OR NOT THE PROFESSIONAL TOUR OF LES MISÉRABLES WILL BE WITHIN 75 MILES OF YOUR THEATRE.

ACCEPTANCE

By signing below, you agree that you have read and that you understand the terms and conditions set forth in this Production Contract and the accompanying Performance License and agree to abide by terms and conditions contained therein. A copy of MTI's Performance License can be found online at www.MTIShows.com/PerfLicense.

PRINT YOUR NAME Brian Lusk TITLE Superintendent

AUTHORIZED SIGNATURE _____ DATE _____

DAYTIME TELEPHONE 915-230-2576 EMAIL blusk@episd.org

COMPLETE AND KEEP THIS COPY FOR YOUR RECORDS

AUTHOR AND MTI BIO RIDER

You shall include the author bios [Alain Boublil, Claude-Michel Shönberg, & Herbert Kretzmer] in your program. You may access the author bios on the Les Miserables showpage of the MTI website: www.mtishows.com/lesmiserables. Click on the authors' names to access their bios.

You shall include the following bio of Music Theatre International in your program:

"Music Theatre International (www.mtishows.com) is one of the world's leading theatrical licensing agencies, granting performance rights to both professional and amateur theatres. With over 350 musicals in its catalogue, including the best of Broadway as well as a vibrant collection of musicals adapted for performance by children, MTI works directly with the authors of these shows to provide official scripts, musical materials and other resources to over 60,000 theatrical organizations throughout the world."

**** You can access the MTI bio at www.mtishows.com/programbios ****

SPECIAL PROVISIONS REGARDING USE OF ORIGINAL PRODUCTION ELEMENTS:

By entering into this License, you agree to produce an original "non-replica" production of the Play.

As stated in Paragraph I (1) of your Performance License, this License does not include the right to the original choreography, staging, direction, costume designs or scenery designs of the Play. The rights to all of these elements are owned by third parties and are not granted as part of the rights of this contact.

You agree that neither your production nor any element thereof will infringe or violate any rights, including without limitation intellectual property rights, of such third parties.

Without limiting the foregoing, if your production design includes a turntable on the stage, you acknowledge that you may not utilize a turntable for the barricades in the same manner and/or fashion conceived for the original, first-class productions of the Play.

ACCEPTANCE

By signing below, you agree that you have read and that you understand the terms and conditions set forth in this Production Contract and the accompanying Performance License and agree to abide by terms and conditions contained therein. A copy of MTI's Performance License can be found online at www.MTIShows.com/PerfLicense.

PRINT YOUR NAME Brian Lusk TITLE Superintendent

AUTHORIZED SIGNATURE _____ DATE _____

DAYTIME TELEPHONE 915-230-2576 EMAIL blusk@episd.org

YOU MUST COMPLETE AND RETURN THIS PAGE WITH PAYMENT

ADDENDUM
FOR STATE ENTITIES ONLY

This Addendum is Intended Only for State Entities that Require Contract Changes.

MTI recognizes that state entities, e.g., schools, sometimes must request changes in our standard MTI production contract to comply with restrictions under their state's law. To make this process easier, we are providing this Addendum to the standard MTI Contract agreeing to the changes below.

THIS ADDENDUM ("Addendum") is entered into between the licensee signing this Addendum below ("Licensee") and **MTI ENTERPRISES INC. d/b/a Music Theatre International** ("MTI"), located at 423 West 55th St., New York, NY 10019.

Licensee is a school, university or agency, board, district, or other entity of any branch of the government of the state in which it is located (the "State") or any political subdivision of the State ("State Entity").

Licensee has informed MTI that as a State Entity it is prohibited as a matter of law and/or policy of the State from agreeing to certain terms that appear in MTI's standard production contracts and other licensing documents (e.g., video licenses, streaming licenses) (all such documents, the "MTI License").

Accordingly, MTI and Licensee have agreed to the following modifications to the attached MTI License between MTI and Licensee:

1. **Conflicts.** In the event of a conflict between the terms of any MTI License and the terms of this Addendum, the terms of this Addendum shall control; in addition, in the event of any conflict between the terms of any Licensee purchase order, addendum or other special provisions provided to MTI in connection with an MTI License ("Licensee Supplements"), this Addendum shall control. For the avoidance of doubt, Licensee Supplements shall not be binding upon MTI unless MTI has signed such document or agreed in writing to incorporate such terms by reference.
2. **Licensee's Status.** Licensee represents that it is a State Entity (as defined above) and is therefore prohibited as a matter of law from accepting certain standard clauses that appear in MTI's Licenses.
3. **MTI's Status.** MTI represents that it is a corporation organized under the laws of the State of New York. MTI licenses musical plays on behalf of the copyright owners to licensees for productions to be presented by the licensees. MTI does not provide services to licensees and as such any terms of Licensee Supplements that apply to contractors providing on-site services to Licensee are deemed deleted and/or are inapplicable. In addition, Licensee acknowledges that any work for hire or other provisions that purport to vest ownership of the musical plays (or approved changes thereto) in Licensee are deemed deleted and/or are inapplicable to the play licensed by MTI.
4. **Governing Law.** Any provision in the MTI License selecting New York state law and any provision in a Licensee Supplement (if any) selecting the law of the State as the governing law are deleted in their entirety, and the parties agree that the MTI License shall remain silent as to the governing law of the contract.
5. **Indemnification.** Any provision requiring Licensee to indemnify MTI is amended in its entirety to read as follows: "To the extent allowed by the law of Licensee's State, the Licensee shall indemnify, defend, and hold MTI harmless from and against any and all liability, judgments, costs, damages, claims or demands, including, without limitation, reasonable attorney's fees, arising out of the negligent acts or omissions of the Licensee. If the law of the State does not permit Licensee to indemnify MTI in any manner, the MTI indemnification clauses are deleted and Licensee agrees it will be responsible to MTI and Rightsholder(s) for any claims arising out of Licensee's violation of any of the provisions of this License."
6. **Late Charges, Attorney Fees, etc.** To the extent the law of the State prohibits or limits Licensee from agreeing to any term in an MTI License that would impose cancellation fees, late charges, attorney's fees or collection expenses, such terms are deemed modified to the extent permitted by the law of the State or, if applicable, deleted.
7. **Sovereign Immunity.** MTI acknowledges that nothing contained in the MTI License or this Addendum is intended to be construed as a waiver of sovereign immunity by Licensee or the State.
8. **Effective Date. This Addendum shall become effective upon execution and delivery to MTI of the signed Addendum and the signed MTI License for the applicable production.**

IN WITNESS WHEREOF, this Addendum has been executed by the parties as of the date of the MTI License.

_____
Organization Name

By: _____

Name: _____

Title: _____

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Approved to Form:

Jeanne C. Collins
EPISD General Counsel

MTI ENTERPRISES INC.
d/b/a MUSIC THEATRE INTERNATIONAL

By: _____

Deborah Hartnett
Senior Vice President and General Counsel

EL PASO INDEPENDENT SCHOOL DISTRICT

MEETING DATE: OCTOBER 12, 2026

 C.
  FINANCIAL SERVICES ITEMS

Board of Trustees
Executive Summary of Board Agenda Item

TITLE:
Approval of Proposed Revisions to Board Policy CAA (Local): Fiscal Management Goals and Objectives, Financial Ethics

JUSTIFICATION STATEMENT:
To align policy language with recommendations in TASB Update 127

PURPOSE OF AGENDA ITEM: Action

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Legal/Local Policy

STAFF RESPONSIBILE: David Bates, Deputy Superintendent Operations & Support Systems

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:
Strategic Lever IV: Culture of Accountability - El Paso ISD cultivates a culture of transparency, care, and service.

SUMMARY:
The proposed revisions to Board Policy CAA (Local) revise the reference under the Code of Ethics regarding conflicts of interest, ethics, and financial oversight for employees, from Policy DH to DHA.

The proposed revisions to this policy were reviewed and approved by Legal Counsel on July 27, 2026, and Senior Leadership on August 3, 2026.

ADMINISTRATIVE RECOMMENDATION/MOTION:
It is recommended that the Board adopt the proposed revisions to Board Policy CAA (Local): Fiscal Management Goals and Objectives, Financial Ethics, as presented.

FUNDING SOURCE: ACCOUNT NO.:

FISCAL IMPACT AND COST:

IMPACT ON OTHER FUCTIONS/OPERATIONS:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:

CAA (LOCAL) UPDATE 127.pdf

All Trustees, employees, vendors, contractors, agents, consultants, volunteers, and any other parties who are involved in the District's financial transactions shall act with integrity and diligence in duties involving the District's fiscal resources.

Note: See the following policies and/or administrative regulations regarding conflicts of interest, ethics, and financial oversight:

- Code of ethics:
  - for Board members — BBF
  - for employees — ~~DH~~ **DHA**
- Financial conflicts of interest:
  - for public officials — BBFA
  - for all employees — DBD
  - for vendors — CHE
- Compliance with state and federal grant and award requirements: CB, CBB
- Financial conflicts and gifts and gratuities regarding federal funds: CB, CBB
- Systems for monitoring the District's investment program: CDA
- Budget planning and evaluation: CE
- Compliance with accounting regulations: CFC
- Activity fund management: CFD
- Criminal history record information for employees: DBAA, DC
- Disciplinary action for fraud by employees: DCD, DCE, and DF series

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Fraud and Financial Impropriety

The District prohibits fraud and financial impropriety, as defined below, in the actions of its Trustees, employees, vendors, contractors, agents, consultants, volunteers, and others seeking or maintaining a business relationship with the District.

Definition

Fraud and financial impropriety shall include but not be limited to:

1. Forgery or unauthorized alteration of any document or account belonging to the District.

DRAFT

2. Forgery or unauthorized alteration of a check, bank draft, or any other financial document.
3. Misappropriation of funds, securities, supplies, or other District assets, including employee time.
4. Impropriety in the handling of money or reporting of District financial transactions.
5. Profiteering as a result of insider knowledge of District information or activities.
6. Unauthorized disclosure of confidential or proprietary information to outside parties.
7. Unauthorized disclosure of investment activities engaged in or contemplated by the District.
8. Accepting or seeking anything of material value from contractors, vendors, or other persons providing services or materials to the District, except as otherwise permitted by law or District policy [see BBFA, CB, and DBD].
9. Inappropriately destroying, removing, or using records, furniture, fixtures, or equipment.
10. Failure to provide financial records required by state or local entities.
11. Failure to disclose conflicts of interest as required by law or District policy.
12. Any other dishonest act regarding the finances of the District.
13. Failure to comply with requirements imposed by law, the awarding agency, or a pass-through entity for state and federal awards.

Financial Controls and Oversight

Each employee who supervises or prepares District financial reports or transactions shall set an example of honest and ethical behavior and shall actively monitor his or her area of responsibility for fraud and financial impropriety.

Fraud Prevention

The Superintendent shall maintain a system of internal controls to deter and monitor for fraud or financial impropriety in the District.

Reports

Any person who suspects fraud or financial impropriety in the District shall report the suspicions immediately to any supervisor, the Superintendent, the Board President, or any peace officer with authority to investigate the crime or to the District's hotline in the internal audit office.

DRAFT

Reports of suspected fraud or financial impropriety shall be treated as confidential to the extent permitted by law. Limited disclosure may be necessary to complete a full investigation or to comply with law. All employees involved in an investigation shall be advised to keep information about the investigation confidential.

Protection from Retaliation

Neither the Board nor any District employee shall unlawfully retaliate against a person who in good faith reports perceived fraud or financial impropriety. [See DG]

Fraud Investigations

In coordination with legal counsel and other internal or external departments or agencies, as appropriate, the Superintendent shall promptly investigate reports of potential fraud or financial impropriety.

If a report is made of potential fraud or financial impropriety involving the Superintendent, then the Board President or a designee shall lead the investigation and coordinate with legal counsel and other internal or external departments or agencies, as appropriate.

Response

If an investigation substantiates a report of fraud or financial impropriety, the Superintendent shall promptly inform the Board of the report, the investigation, and any responsive action taken or recommended by the administration.

If an employee is found to have committed fraud or financial impropriety, the Superintendent shall take or recommend appropriate disciplinary action, which may include termination of employment. If a contractor or vendor is found to have committed fraud or financial impropriety, the District shall take appropriate action, which may include cancellation of the District's relationship with the contractor or vendor.

When circumstances warrant, the Board, Superintendent, or a designee may refer matters to appropriate law enforcement or regulatory authorities. In cases involving monetary loss to the District, the District may seek to recover lost or misappropriated funds.

The final disposition of the matter and any decision to file a criminal complaint or to refer the matter to the appropriate law enforcement or regulatory agency for independent investigation shall be made in consultation with legal counsel.

Federal Awards Disclosure

In connection with federal awards, the District shall promptly disclose in writing whenever the District has credible evidence of the commission of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in federal law, including the Civil False Claims Act. This provision applies to any activities or subawards of a federal award. [See CBB]

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Analysis of Fraud

After any investigation substantiates a report of fraud or financial impropriety, the Superintendent shall analyze conditions or factors that may have contributed to the fraudulent or improper activity. The Superintendent shall ensure that appropriate administrative procedures are developed and implemented to prevent future misconduct. These measures shall be presented to the Board for review.

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EL PASO INDEPENDENT SCHOOL DISTRICT

MEETING DATE: OCTOBER 12, 2026

 C.
  FINANCIAL SERVICES ITEMS

Board of Trustees
Executive Summary of Board Agenda Item

TITLE:
Approval of Proposed Revisions to Board Policy CH (Local): Purchasing and Acquisition

JUSTIFICATION STATEMENT:
To provide increased operational efficiency in purchasing operations

PURPOSE OF AGENDA ITEM: Action

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Legal/Local Policy

STAFF RESPONSIBILE: David Bates, Deputy Superintendent Operations & Support Systems; Haydee Pena, Senior Director Procurement & School Resources

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:
Strategic Lever IV: Culture of Accountability - El Paso ISD cultivates a culture of transparency, care, and service.

SUMMARY:
The proposed revisions to Board Policy CH (Local) increase the Superintendent's approval authority on contracts for non-construction related goods and services from those valued at under $100,000.00 to those valued at under $250,000.00. These revisions aim to increase operational efficiency while still maintaining control and accountability to the Board. The revisions further clarify the Superintendent’s signature authority by outlining that the Superintendent may sign all documents except those that require the Board President’s signature.

The proposed revisions to this policy were reviewed and approved by Senior Leadership on August 10, 2026, Legal Counsel on August 25, 2026, and discussed during the Policy Committee Meeting of September 1, 2026.

ADMINISTRATIVE RECOMMENDATION/MOTION:
It is recommended that the Board adopt the proposed revisions to Board Policy CH (Local): Purchasing and Acquisition, as presented.

FUNDING SOURCE: ACCOUNT NO.:

FISCAL IMPACT AND COST:

IMPACT ON OTHER FUCTIONS/OPERATIONS:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:
CH(LOCAL) -9.29.26.docx
CH(LEGAL).pdf

The Board delegates to the Superintendent the authority to determine the method of purchasing, in accordance with CH(LEGAL), and to make budgeted purchases for goods and services as provided in this policy [see Purchasing Authority, below].

Purchasing Authority

The Board delegates to the Superintendent the authority to make single, budgeted purchases of goods and services that cost up to ~~$100,000~~ **$150,000 OR UP TO $250,000 IF ACQUIRED THROUGH AN APPROVED PURCHASING COOPERATIVE VENDOR.**

The Superintendent shall provide quarterly reports to the Board showing **CUMULATIVE** purchases by vendor**S** that have exceeded ~~$100,000~~ **$150,000** ~~in the aggregate~~. Separate, sequential, or component purchases shall not be used to circumvent the Superintendent’s purchasing authority.

The Board also delegates to the Superintendent the authority to make budgeted sole-source purchases of water, wastewater, electricity, and natural gas services from government-owned or government-regulated utilities.

Purchases utilizing any amount of federal funds shall comply with all applicable federal requirements. [See CBB(LEGAL)]

Purchases utilizing grant funds shall comply with any applicable requirements of the grant.

Unless otherwise provided in this policy, the following shall require Board approval:

1. Contracts for goods and services, regardless of amount, that require Board approval in accordance with state law.
2. Purchases of goods and services that cost ~~$100,000~~ **$150,000** or more **FROM VENDORS NOT AWARDED ON AN APPROVED PURCHASING COOPERATIVE**.
3. **PURCHASES OF GOODS AND SERVICES THAT COST $250,000 OR MORE FROM VENDORS AWARDED ON AN APPROVED PURCHASING COOPERATIVE**
4. Sole-source purchases**, EXCEPT AS PROVIDED BY THIS POLICY**.
5. Amendments to contracts for non-construction goods or services if the cost of the amendment, or aggregate costs of all amendments to the contract, result in an increase of ~~$50,000~~ **25 percent** or more. ~~No amendment shall be approved that increases the original contract award amount by 25 percent of the original award.~~

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6. Options to extend a contract **WITH A VALUE OF $250,000 OR MORE** that would deviate from the terms of the original contract. Otherwise, the Superintendent has the authority to extend the contract. ~~The Superintendent shall make quarterly reports on contractual options exercised.~~

Exception for Emergency Contracts

In the event of a catastrophe, emergency, or natural disaster affecting the District, the Board delegates to the Superintendent the authority to contract for the replacement, construction, or repair of school equipment or facilities in accordance with law, if emergency replacement, construction, or repair is necessary for the health and safety of District students and staff. The Superintendent shall report to the Board at the next regular meeting any contract made under this authority. [See Disaster Exception, CH(LEGAL)]

The delegation regarding emergency contracts does not waive competitive purchasing requirements under Education Code Chapter 44. Only the Board is authorized to waive competitive purchasing requirements under limited circumstances in accordance with Education Code 44.031(h). [See Emergency Damage or Destruction, CH(LEGAL)]

Purchasing Procedures

The Superintendent shall develop purchasing procedures to implement the requirements of state and federal law. [See also CB, CBB, CH(LEGAL), and COA]

SIGNATURE AUTHORITY

EXCEPT FOR DOCUMENTS REQUIRED BY STATE LAW TO HAVE THE BOARD PRESIDENT'S SIGNATURE, THE BOARD DELEGATES TO THE SUPERINTENDENT SIGNATURE AUTHORITY FOR ALL DISTRICT CONTRACTS. THE SUPERINTENDENT MAY PROVIDE FOR DESIGNEES TO SIGN CONTRACTS AT APPROPRIATE AMOUNTS BY PUBLISHING A REGULATION OR WRITTEN DELEGATION.

Authorized Purchases

Authorized District employees in charge of a department or school budget may purchase items included in their approved budget, in accordance with administrative procedures subject to Board approval requirements [see CH(LEGAL)]. All purchase orders must be authorized prior to actual purchase.

Electronic Bids or Proposals

Bids or proposals that the District has chosen to accept through electronic transmission shall be administered in accordance with Board-adopted rules. Such rules shall safeguard the integrity of the competitive procurement process; ensure the identification, security, and confidentiality of electronic bids or proposals; and ensure that the electronic bids or proposals remain effectively unopened until the proper time.

Competitive Bidding

If competitive bidding is chosen as the purchasing method, the procurement services department, in collaboration with the requesting campus/department, shall prepare bid specifications. All bid responses shall be submitted via the District’s online bidding portal. If hard copy responses are provided, they must be in sealed envelopes, plainly marked with the name of the bidder and the time of the bid opening. Bids shall be opened at the time specified. All interested parties shall be invited to attend the bid opening. Any bid may be withdrawn prior to the scheduled time for opening. Bids received after the specified time shall not be accepted or considered.

The District may reject any and all bids.

Bids Not Required by Law

For bids that are not required by law, the Board shall accept the bid that it deems to be in the best interest of the District. Quality and suitability of the product, and not price alone, shall be considered in the acceptance of bids. Consideration shall also be given to the bidder’s references and record of responsibility, knowledge of the product, and service, as well as any other factors listed in the bid.

Delegation

At its discretion, the Board may delegate to the Superintendent or other staff the authority to accept or reject bids on purchases of goods or services not required by law to be bid. On bids required by law, the procurement services department shall facilitate the evaluation of responses and make a recommendation to the Board as provided in policy.

Requests for Proposals

If a request for proposal is chosen as the purchasing method, the procurement services department, in collaboration with the requesting campus/department, shall prepare the request for proposals and/or specifications. All proposals shall be submitted via the District’s online bidding portal. If hard-copy responses are provided, they must be in sealed envelopes, plainly marked, with the name of the proposer and the due date and time of submittal. Proposals received after the specified time shall not be accepted or considered. Proposals may be withdrawn prior to the scheduled time for submittal. In contrast to competitive bidding, clarifications and changes in the content of a proposal and in prices may be negotiated with any and/or all proposers to include the proposer(s) with the most attractive proposal after proposals are opened.

The District may reject any and all proposals in accordance with state or federal law, as applicable.

Purchase Commitments

All purchase commitments shall be made by the Superintendent on a properly drawn and issued purchase order, with the following exceptions:

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1. A District credit card as outlined in the administrators’ reference guide; or
2. A direct payment as outlined in the administrators’ reference guide.

All regular creditors of the District shall be notified that purchase commitments made without a properly drawn and fully executed purchase order shall not be honored by the District.

Responsibility for Debts

The District shall be responsible for debts incurred in the name of the District so long as those debts are for purchases made in accordance with adopted Board policy and current administrative procedures regarding purchasing and expending. The Board shall not be responsible for debts incurred by persons or organizations not directly under Board control; persons making unauthorized purchases (without properly executed purchase orders) shall assume full responsibility for all such debts.

Agents for District

The District shall not be responsible nor liable for the payment of any commission, fee, or compensation to any broker, agent, or representative who undertakes to perform services for the District in the absence of a written agreement to do so.

Indemnification Contracts / Professional Services

No District employee shall be authorized to bind the District or any department or campus of the District to indemnification and/or to hold harmless agreements for the benefit of any outside party in any contract signed on behalf of the District, department, and/or campus, unless otherwise specifically approved by the Board.

Personal Purchases

District employees shall not make purchases of any kind for personal use through the District.

Master Vendor List

The procurement services department shall maintain a master vendor list of each vendor, by product category, who has requested to be considered by the district as a potential vendor. Upon the issuance of a quote, a request for proposal, or a competitive bid, the procurement services department shall obtain the names of prospective vendors by category from the master vendor list for distribution. ~~the~~ **THE** procurement services department master vendor list shall supersede any department or campus vendor list. All departments and/or campuses must provide the procurement services department with a list of all vendors to be considered by the District as potential vendors.

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Note: For legal requirements applicable to purchases with federal funds, see CBB.

For required vendor disclosures and contract provisions, including prohibitions, see CHE.

For provisions pertaining to criminal history record information on contractors, see CJA.

For legal requirements related to energy savings performance contracts, see CL.

For information on procuring school buses, see CNB.

For legal requirements applicable to school nutrition procurement, including produce, with federal funds, see COA.

For information regarding construction of school facilities, see CV series.

Board Authority

The board may adopt rules and procedures for the acquisition of goods and services. *Education Code 44.031(d)*

Delegation of Authority

The board may, as appropriate, delegate its authority regarding an action authorized or required by Education Code Chapter 44, Subchapter B, to be taken by a district to a designated person, representative, or committee.

The board may not delegate the authority to act regarding an action authorized or required to be taken by the board by Education Code Chapter 44, Subchapter B.

Disaster Delegation

Notwithstanding any other provision of the Education Code, in the event of a catastrophe, emergency, or natural disaster affecting a district, the board may delegate to the superintendent or designated person the authority to contract for the replacement, construction, or repair of school equipment or facilities under Education Code Chapter 44, Subchapter B if emergency replacement, construction, or repair is necessary for the health and safety of district students and staff.

Education Code 44.0312

Purchases Valued at or Above $100,000

Methods

Except as provided by Education Code Chapter 44, Subchapter B, all district contracts for the purchase of goods and services, except contracts for the purchase of produce or vehicle fuel, valued at $100,000 or more in the aggregate for each 12-month period, shall be made by the method, of the following methods, that provides the best value for a district:

1. Competitive bidding for services other than construction services.
2. Competitive sealed proposals for services other than construction services.
3. A request for proposals for services other than construction services.
4. An interlocal contract.
5. A method provided by Government Code Chapter 2269 for construction services [see CV series];
6. The reverse auction procedure as defined by Government Code 2155.062(d).
7. The formation of a political subdivision corporation under Local Government Code 304.001 (purchase of electricity).

Education Code 44.031(a)

Exceptions

Emergency Damage or Destruction

If school equipment, a school facility, or a part of a school facility or personal property is destroyed or severely damaged or, as a result of an unforeseen catastrophe or emergency, undergoes major operational or structural failure, and the board determines that the delay posed by the methods provided for in Education Code 44.031 would prevent or substantially impair the conduct of classes or other essential school activities, then contracts for the replacement or repair of the equipment, school facility, or the part of the school facility may be made by methods other than those required by Education Code 44.031. *Education Code 44.031(h)*

Sole Source

Without complying with Education Code 44.031(a) above, a district may purchase an item that is available from only one source, including:

1. An item for which competition is precluded because of the existence of a patent, copyright, secret process, or monopoly.
2. A film, manuscript, or book.
3. A utility service, including electricity, gas, or water.
4. A captive replacement part or component for equipment.

The exceptions above do not apply to mainframe data-processing equipment and peripheral attachments with a single-item purchase price in excess of $15,000.

Education Code 44.031(j)-(k)

Competitive Bidding

Except to the extent prohibited by other law and to the extent consistent with Education Code Chapter 44, Subchapter B, a district may use competitive bidding to select a vendor as authorized by Education Code 44.031(a)(1).

A district shall award a competitively bid contract at the bid amount to the bidder offering the best value for the district. In determining the best value for the district, the district is not restricted to considering price alone but may consider any other factors stated in the selection criteria. The selection criteria may include the factors listed in Education Code 44.031(b) [see Contract Selection Factors, below].

Except as provided below, Local Government Code Chapter 271, Subchapter B (Competitive Bidding on Certain Public Works Contracts) does not apply to a competitive bidding process under this policy.

Local Government Code Sections 271.026 (Opening of Bids), 271.027(a) (Award of Contract), and 271.0275 (Safety Record of Bidder Considered) apply to a competitive bidding process under Education Code Chapter 44, Subchapter B. [See CVA for these requirements.]

Education Code 44.0351

[For information on additional competitive procedures under the Public Property Finance Act, see CHH.]

Competitive Sealed Proposals

In selecting a vendor through competitive sealed proposals as authorized by Education Code 44.031(a)(2), a district shall follow the procedures prescribed below.

Request for Proposals

The district shall prepare a request for competitive sealed proposals that includes information that vendors may require to respond to the request. The district shall state in the request for proposals the selection criteria that will be used in selecting the successful offeror.

Opening Proposals

The district shall receive, publicly open, and read aloud the names of the offerors and, if any are required to be stated, all prices stated in each proposal. Not later than the 45th day after the date on which the proposals are opened, the district shall evaluate and rank each proposal submitted in relation to the published selection criteria.

Selection

The district shall select the offeror that offers the best value for the district based on the published selection criteria and on its ranking evaluation. The district shall first attempt to negotiate a contract with the selected offeror. The district may discuss with the selected

offeror options for a scope or time modification and any price change associated with the modification. If the district is unable to negotiate a satisfactory contract with the selected offeror, the district shall, formally and in writing, end negotiations with that offeror and proceed to the next offeror in the order of the selection ranking until a contract is reached or all proposals are rejected.

In determining the best value for the district, the district is not restricted to considering price alone but may consider any other factors stated in the selection criteria.

Education Code 44.0352

Interlocal Contracts

"Interlocal contract" means a contract or agreement made under Government Code Chapter 791 (Interlocal Cooperation Act). *Gov't Code 791.003(2)*

A district, may agree with another local government or with the state or a state agency, including the comptroller, to purchase goods and services. *Gov't Code 791.025(a)*

A district may agree with another local government, including a nonprofit corporation that is created and operated to provide one or more governmental functions and services, or with the state or a state agency, including the comptroller, to purchase goods and any services reasonably required for the installation, operation, or maintenance of the goods. This provision does not apply to services provided by firefighters, police officers, or emergency medical personnel. *Gov't Code 791.025(b)*

A district that purchases goods and services under Government Code 791.025 satisfies the requirement to seek competitive bids for the purchase of the goods and services. *Gov't Code 791.025(c); Atty. Gen. Op. JC-37 (1999)*

Note: For legal provisions related to interlocal contracts, generally, see GRB.

For legal provisions related to using cooperative purchasing for construction-related services, see CV.

Reverse Auction

A district that uses the reverse auction procedure must include in the procedure a notice provision and other provisions necessary to produce a method of purchasing that is advantageous to the district and fair to vendors. *Local Gov't Code 271.906(b)*

"Reverse auction procedure" means:

1. A real-time bidding process usually lasting less than one hour and taking place at a previously scheduled time and internet

location, in which multiple suppliers, anonymous to each other, submit bids to provide the designated goods or services; or

2. A bidding process usually lasting less than two weeks and taking place during a previously scheduled period and at a previously scheduled internet location, in which multiple suppliers, anonymous to each other, submit bids to provide the designated goods or services.

Gov't Code 2155.062(d)

Site-Based Purchasing

If a purchase is made at the campus level in a district with a student enrollment of 180,000 or more that has formally adopted a site-based decision-making plan under Education Code Subchapter F, Chapter 11 [see BQ series], that delegates purchasing decisions to the campus level, Education Code 44.031 applies only to the campus and does not require the district to aggregate and jointly award purchasing contracts. A district that adopts site-based purchasing under this provision shall adopt a policy to ensure that campus purchases achieve the best value to the district and are not intended or used to avoid the requirement that a district aggregate purchases under Education Code 44.031(a). *Education Code 44.031(m)*

Contract Selection Factors

Except as provided by Education Code Chapter 44, Subchapter B, in determining to whom to award a contract, the district shall consider:

1. The purchase price.
2. The reputation of the vendor and of the vendor's goods or services.
3. The quality of the vendor's goods or services.
4. The extent to which the goods or services meet the district's needs.
5. The vendor's past relationship with the district.
6. The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses.
7. The total long-term cost to the district to acquire the vendor's goods or services.
8. For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent

company or majority owner has its principal place of business in this state or employs at least 500 persons in this state.

9. Any other relevant factor specifically listed in the request for bids or proposals.

Education Code 44.031(b)

In awarding a contract by competitive sealed bid under Education Code 44.031, a district that has its central administrative office located in a municipality with a population of less than 250,000 may consider a bidder's principal place of business in the manner provided by Local Government Code 271.9051. This provision does not apply to the purchase of telecommunications services or information services, as those terms are defined by 47 U.S.C. Section 153. *Education Code 44.031(b-1)*

The factors listed above are the only criteria that may be considered by a district in its decision to award a contract. *R.G.V. Vending v. Weslaco Indep. Sch. Dist., 995 S.W.2d 897 (Tex. App.—Corpus Christi 1999, no pet.)*

Preferences

Agricultural Products

A district that purchases agricultural products shall give preference to those produced, processed, or grown in Texas if the cost to the district is equal and the quality is equal. If agricultural products produced, processed, or grown in Texas are not equal in cost and quality to other products, the district shall give preference to agricultural products produced, processed, or grown in other states of the United States, if the cost and quality of the U.S. and foreign products are equal.

"Agricultural products" includes textiles and other similar products.

"Processed" means canning, freezing, drying, juicing, preserving, or any other act that changes the form of a good from its natural state to another form.

A district may not adopt product purchasing specifications that unnecessarily exclude agricultural products produced, processed, or grown in Texas.

Vegetation for Landscaping

A district that purchases vegetation for landscaping purposes, including plants, shall give preference to Texas vegetation if the cost to the district is equal and the quality is equal.

Education Code 44.042

[For legal requirements applicable to school nutrition procurement, including produce and agricultural products, with federal funds, see COA.]

Recycled Products

A district shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality and the average price of the product is not more than 10 percent greater than the price of comparable nonrecycled products. Preferences will be applied in accordance with state procurement statutes and rules. *30 TAC 328.203*

Subchapter K of 30 Administrative Code (Governmental Entity Recycling and Purchasing of Recycled Materials) does not apply to a district with a student enrollment of less than 10,000 students. *30 TAC 328.204(a)*

A district regularly shall review and revise its procurement procedures and specifications for the purchase of goods, supplies, equipment, and materials in order to:

1. Eliminate procedures and specifications that explicitly discriminate against products made of recycled materials;
2. Encourage the use of products made of recycled materials; and
3. Ensure to the maximum extent economically feasible that the district purchases products that may be recycled when they have served their intended use.

In developing new procedures and specifications, the district shall encourage the use of recycled products and products that may be recycled or reused.

Health and Safety Code 361.426(b)-(c)

Bidder's Place of Business

In awarding a contract by competitive sealed bid under Education Code 44.031, a district that has its central administrative office located in a municipality with a population of less than 250,000 may consider a bidder's principal place of business in the manner provided by Local Government Code Section 271.9051. This provision does not apply to the purchase of telecommunications services or information services, as those terms are defined by 47 U.S.C. 153. *Education Code 44.031(b-1)*

Notice Publication

Notice of the time by when and place where the bids or proposals, or the responses to a request for qualifications, will be received and opened shall be published in the county in which the district's central administrative office is located, once a week for at least two weeks before the deadline for receiving bids, proposals, or responses to a request for qualifications. If there is not a newspaper in that county, the advertising shall be published in a newspaper in the county nearest the county seat of the county in which a district's central administrative office is located. In a two-step procure-

ment process, the time and place where the second-step bids, proposals, or responses will be received are not required to be published separately. *Education Code 44.031(g)*

Electronic Bids or Proposals

A district may receive bids or proposals under Education Code Chapter 44 through electronic transmission if the board adopts rules to ensure the identification, security, and confidentiality of electronic bids or proposals and to ensure that the electronic bids or proposals remain effectively unopened until the proper time.

Notwithstanding any other provision of Education Code Chapter 44, an electronic bid or proposal is not required to be sealed. A provision of Education Code Chapter 44 that applies to a sealed bid or proposal applies to a bid or proposal received through electronic transmission in accordance with the rules adopted by the board.

Education Code 44.0313

Right to Work

While a district is engaged in procuring goods and services or awarding a contract, or overseeing procurement or construction for a public work or public improvement, a district:

1. May not consider whether a vendor is a member of or has another relationship with any organization; and
2. Shall ensure that its bid specifications and any subsequent contract or other agreement do not deny or diminish the right of a person to work because of the person's membership or other relationship status with respect to any organization.

Education Code 44.043

Contract with Person Indebted to District

The board by resolution may establish regulations permitting the district to refuse to enter into a contract or other transaction with a person indebted to the district. It is not a violation of Education Code Chapter 44, Subchapter B (Purchases; Contracts) for a district, under regulations adopted under this provision, to refuse to award a contract to or enter into a transaction with an apparent low bidder or successful proposer that is indebted to the district.

"Person" includes an individual, sole proprietorship, corporation, nonprofit corporation, partnership, joint venture, limited liability company, and any other entity that proposes or otherwise seeks to enter into a contract or other transaction with the district requiring approval by the board.

Education Code 44.044

Out-of-State Bidders

A district may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted

by a responsible resident bidder by an amount that is not less than the greater of the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located, or the state in which a majority of the manufacturing relating to the contract will be performed. *Gov't Code 2252.002*

This requirement does not apply to a contract involving federal funds. A district shall use the information published by the comptroller under Government Code 2252.003 (Publication of Other State's Laws on Contracts) to evaluate the bid of a nonresident bidder. A district may rely on information published under Government Code 2252.003 to meet the requirements of Government Code 2252.002. *Gov't Code 2252.003-.004*

"Governmental contract" means a contract awarded by a governmental entity, including a public school district, for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment.

"Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Gov't Code 2252.001

Professional Services

Education Code 44.031 does not apply to a contract for professional services rendered, including the services of an architect, attorney, certified public accountant, engineer, or fiscal agent. A district may, at its option, contract for professional services rendered by a financial consultant or a technology consultant in the manner provided by Government Code 2254.003 (Professional Services Procurement Act) (see below), in lieu of the methods provided by Education Code 44.031. *Education Code 44.031(f)*

Professional Services Procurement Act

Selection

A district may not select a provider of professional services or a group or association of providers or award a contract for the services on the basis of competitive bids submitted for the contract or for the services, but shall make the selection and award on the basis of demonstrated competence and qualifications to perform the services and for a fair and reasonable price. *Gov't Code 2254.003(a)*

Definition

"Professional services" means services:

1. Within the scope of the practice, as defined by state law, of accounting, architecture, landscape architecture, land survey-

ing, medicine, optometry, professional engineering, real estate appraising, professional nursing, or forensic science;

2. Provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant, architect, landscape architect, land surveyor, physician, optometrist, professional engineer, state-certified or state-licensed real estate appraiser, registered nurse, or a forensic analyst or forensic science expert; or

3. Provided by a person lawfully engaged in interior design, regardless of whether the person is registered as an interior designer under Occupations Code Chapter 1053.

Gov't Code 2254.002

[For specific information on procuring architectural or engineering services, see CV. For information on procuring services of physicians, optometrists, and registered nurses under certain circumstances, see Government Code 2254.008.]

Contingent Fee Contract for Legal Services

"Contingent fee contract" means a contract for legal services under which the amount or the payment of the fee for the services is contingent in whole or in part on the outcome of the matter for which the services were obtained. The term includes an amendment to a contract for legal services described by this provision if the amendment changes the scope of representation or may result in the filing of an action or the amending of a petition in an existing action. *Gov't Code 2254.101(2)*

Government Code Chapter 2254, Subchapter C provides the manner in which and the situations under which a district may compensate a public contractor under a contingent fee for legal services. That subchapter does not apply to a contract for legal services:

1. Provided to a district under Government Code Chapter 403, Subchapter M; or

2. Entered into by a district for the collection of an obligation, as defined by Government Code 2107.001, that is delinquent [see CCGA(LEGAL) regarding delinquent tax collection] or for services under Government Code 1201.027 [see CCA(LEGAL) regarding issuance of public securities], except that Government Code sections 2254.1032, 2254.1034, 2254.1036, and 2254.1037 do apply to the contract.

Gov't Code 2254.102

A district may select an attorney or law firm to award a contingent fee contract only in accordance with Government Code

2254.003(a) (Professional Services Procurement Act) [see Selection, above] and Government Code 2254.1032.

In procuring legal services under a contingent fee contract, a district shall:

1. Select a well-qualified attorney or law firm on the basis of demonstrated competence, qualifications, and experience in the requested services; and

2. Attempt to negotiate a contract with that attorney or law firm for a fair and reasonable price.

Gov't Code 2254.1032

Specific Purchases

Computers

A district may acquire computers and computer-related equipment, including computer software, through the Department of Information Resources (DIR) under contracts entered into in accordance with Government Code Chapter 2054 or 2157. *Education Code 44.031(i)*

Automated Information System

A district may purchase an automated information system using the purchasing method described by Government Code 2157.068 for commodity items or a purchasing method designated by the comptroller to obtain the best value for the state, including a request for offers method. A district that purchases an item using a method described above satisfies any state law requiring the district to seek competitive bids for the purchase of the item. *Gov't Code 2157.006; 34 TAC 20.222* [See 1 Administrative Code Chapter 212 for rules related to purchases of commodity items.]

Automated External Defibrillators

A district that purchases or leases an automated external defibrillator (AED), as defined by Health and Safety Code 779.001, shall ensure that the AED meets standards established by the federal Food and Drug Administration. *Education Code 44.047(a)*

Insurance

A contract for the purchase of insurance is not a contract for professional services. A district must award such a contract using one of the methods in Education Code 44.031. *Atty. Gen. Op. DM-418 (1996)*

Multiyear Contracts

A district may execute an insurance contract for a period longer than 12 months, if the contract complies with Local Government Code 271.903(a) [see Commitment of Current Revenue, below]. If a district executes a multiyear insurance contract, it need not advertise for insurance vendors until the 12-month period during which the district will be executing a new insurance contract. *Atty. Gen. Op. DM-418 (1996)*

Other Purchasing Methods

State Purchasing Program

The comptroller shall establish a program by which the comptroller performs purchasing services for local governments. The services must include:

1. The extension of state contract prices to participating local governments when the comptroller considers it feasible.
2. Solicitation of bids on items desired by local governments if the solicitation is considered feasible by the comptroller and is desired by the local government.
3. Provision of information and technical assistance to local governments about the purchasing program.

The comptroller may charge a participating local government an amount not to exceed the actual costs incurred by the comptroller in providing purchasing services to the local government under the program.

Local Gov't Code 271.082

District Participation

A district may participate in the purchasing program, including participation in purchases that use the reverse auction procedure, by filing with the comptroller a resolution adopted by the board requesting that the district be allowed to participate on a voluntary basis, and to the extent the comptroller deems feasible, and stating that the district will:

1. Designate an official to act for the district in all matters relating to the program, including the purchase of items from the vendor under any contract, and that the board will direct the decisions of the representative;
2. Be responsible for:
    a. Submitting requisitions to the comptroller under any contract; or
    b. Electronically sending purchase orders directly to vendors, or complying with procedures governing a reverse auction purchase, and electronically sending to the comptroller reports on actual purchases made under this provision that provide the information and are sent at the times required by the comptroller;
3. Be responsible for making payment directly to the vendor;
4. Be responsible for the vendor's compliance with all conditions of delivery and quality of the purchased item.

A district that purchases an item under a state contract or under a reverse auction procedure, sponsored by the comptroller satisfies

any state law requiring the district to seek competitive bids for the purchase of the item.

Local Gov't Code 271.083

Multiple Award Contract Schedule

The comptroller shall develop a schedule of multiple award contracts that have been previously awarded using a competitive process by the federal government or any other governmental entity in any state. *Gov't Code 2155.502(a)*

A district may purchase goods or services directly from a vendor under a contract listed on a schedule developed under Government Code Chapter 2155, Subchapter I. A district contracting for the purchase of an automated information system under a contract listed on a schedule shall comply with Government Code 2157.068(e-1) (Purchase of Information Technology Commodity Items) [see Automated Information System, above]. A purchase authorized by this provision satisfies any requirement of state law relating to competitive bids or proposals.

The price listed for a good or service under a multiple award contract is a maximum price. A district may negotiate a lower price for goods or services under a contract listed on a schedule developed under Government Code Chapter 2155, Subchapter I.

Gov't Code 2155.504

Cooperative Purchasing Program

A district may participate in a cooperative purchasing program with another local government of this state or another state or with a local cooperative organization of this state or another state. A district that is participating in a cooperative purchasing program may sign an agreement with another participating local government or a local cooperative organization stating that the district will:

1. Designate a person to act under the direction of, or on behalf of, the district in all matters relating to the program;

2. Make payments to another participating local government or local cooperative organization or directly to a vendor under a contract made under these provisions, as provided in the agreement between the participating local governments or between a local government and a local cooperative organization; and

3. Be responsible for the vendor's compliance relating to the quality of items and terms of delivery, to the extent provided in the agreement between the participating local governments or between a local government and a local cooperative organization.

A district that purchases goods or services under these provisions satisfies any state law requiring the district to seek competitive bids for the purchase of the goods or services.

Local Gov't Code 271.102; Atty. Gen. Op. JC-37 (1999)

Cooperative Purchasing Contract Fees

A district that enters into a purchasing contract valued at $25,000 or more under Education Code 44.031(a)(5) (interlocal contract), under Local Government Code Chapter 271, Subchapter F (cooperative purchasing program), or under any other cooperative purchasing program authorized for school districts by law shall document a contract-related fee, including a management fee, paid by or to the district and the purpose of each fee under the contract.

The amount, purpose, and disposition of any fee described above must be presented in a written report and submitted annually in an open meeting of the board. The written report must appear as an agenda item. The commissioner of education may audit the written report.

Education Code 44.0331

Commitment of Current Revenue

If a contract for the acquisition, including lease, of real or personal property retains to the board the continuing right to terminate at the expiration of each budget period during the term of the contract, is conditioned on a best efforts attempt by the board to obtain and appropriate funds for payment of the contract, or contains both the continuing right to terminate and the best efforts conditions, the contract is a commitment of a district's current revenue only. *Local Gov't Code 271.903*

Change Orders

For provisions regarding change orders, see CV.

Criminal Offenses

An officer, employee, or agent of a district commits an offense if the person with criminal negligence makes or authorizes separate, sequential, or component purchases to avoid the requirements of Education Code 44.031(a) or (b). An offense under this provision is a Class B misdemeanor and is an offense involving moral turpitude.

"Component purchases" means purchases of the component parts of an item that in normal purchasing practices would be made in one purchase. "Separate purchases" means purchases, made separately, of items that in normal purchasing practices would be made in one purchase. "Sequential purchases" means purchases, made over a period, of items that in normal purchasing practices would be made in one purchase.

Education Code 44.032(a)-(b)

An officer, employee, or agent of a district commits an offense if the person with criminal negligence violates Education Code 44.031(a) or (b) other than by conduct described by Education Code 44.032(b). An offense under this provision is a Class B misdemeanor and is an offense involving moral turpitude. *Education Code 44.032(c)*

An officer or employee of a district commits an offense if the officer or employee knowingly violates Education Code 44.031, other than by conduct described by Education Code 44.032(b) or (c). An offense under this provision is a Class C misdemeanor. *Education Code 44.032(d)*

Removal from Office

The final conviction of a person other than a trustee of a district for an offense under Education Code 44.032(b) or (c) above results in the immediate removal from office or employment of that person. A trustee who is convicted of an offense under Education Code 44.032 is considered to have committed official misconduct for purposes of Local Government Code Chapter 87, and is subject to removal as provided by that chapter and Texas Constitution Article V, Section 24. For four years after the date of the final conviction, the removed person is ineligible to be a candidate for or to be appointed or elected to a public office in Texas, is ineligible to be employed by or act as an agent for the state or a political subdivision of the state, and is ineligible to receive any compensation through a contract with the state or a political subdivision of the state. *Education Code 44.032(e)*

Injunction

A court may enjoin performance of a contract made in violation of Education Code Chapter 44, Subchapter B. A county attorney, district attorney, criminal district attorney, citizen of the county in which the district is located, or any interested party may bring an action for an injunction. A party who prevails in an action brought under this provision is entitled to reasonable attorney's fees as approved by the court. *Education Code 44.032(f)*

EL PASO INDEPENDENT SCHOOL DISTRICT

MEETING DATE: OCTOBER 12, 2026

 C.
  FINANCIAL SERVICES ITEMS

Board of Trustees
Executive Summary of Board Agenda Item

TITLE:
Adoption of Proposed Revisions to Board Policy CV (Local): Facilities Construction

JUSTIFICATION STATEMENT:
To provide increased operational efficiency in construction-related purchasing operations

PURPOSE OF AGENDA ITEM: Action

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Legal/Local Policy

STAFF RESPONSIBILE: David Bates, Deputy Superintendent Operations & Support Systems; Haydee Pena, Senior Director Procurement & School Resources

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:
Strategic Lever IV: Culture of Accountability - El Paso ISD cultivates a culture of transparency, care, and service.

SUMMARY:
The proposed revisions to Board Policy CV (Local) increase the Superintendent's approval authority on construction contracts and Job Order Master Service Agreements from those valued at under $100,000.00 to those valued at under $250,000.00. The revisions also establish the Superintendent's approval authority for individual Job Order Contracts at those valued under $500,000.00 to align with Texas Government Code Chapter 2269. These revisions aim to increase operational efficiency while still maintaining control and accountability to the Board.

The proposed revisions to this policy were reviewed and approved by Senior Leadership on August 10, 2026, by Legal Counsel on August 25, 2026, and presented to the Policy Committee on September 1, 2026.

ADMINISTRATIVE RECOMMENDATION/MOTION:
It is recommended that the Board adopt the proposed revisions to Board Policy CV (Local): Facilities Construction, as presented.

FUNDING SOURCE: ACCOUNT NO.:

FISCAL IMPACT AND COST:

IMPACT ON OTHER FUCTIONS/OPERATIONS:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:
CV(LOCAL) - 8.25.26
CV(LEGAL).pdf

Compliance with Law

The Superintendent or designee shall establish procedures that ensure that all school facilities within the District comply with applicable laws and local building codes.

Construction Contracts

Delivery / Procurement Method

For each construction contract valued at or above ~~$100,000~~ **THE COMPETITIVE PURCHASING THRESHOLD** in the aggregate, except as noted below for job-order contracts, the Board designates the competitive sealed proposal project delivery procurement method as the default "best value" method. The Board determines that the competitive sealed proposal procurement method offers the most flexibility to the District in procuring a final best value purchase through direct negotiations with the offeror as permitted under state law.

Those services that qualify for procurement as job-order contracts shall be procured in accordance with the provisions of state law. The Board determines that procurement of qualifying facilities construction or repair through job-order contracts provides for the timeliest completion of construction or repairs. [See CVF]

If any other project delivery procurement method is to be employed, the Superintendent or designee shall first recommend the same to the Board for its approval.

[See CV series generally and CBB(LEGAL) for requirements if federal funds are involved.]

Approval Authority

For construction contracts valued at or above ~~$100,000~~ **$250,000** in the aggregate, **(INCLUDING JOB ORDER CONTRACT MASTER AGREEMENTS WITH A MAXIMUM AGGREGATE PRICE AT OR ABOVE $250,000), AND FOR EACH JOB ORDER AT OR ABOVE $500,000,** the Superintendent or designee shall recommend to the Board for its approval the contract award the Superintendent or designee determines provides the best value to the District. [See CV series generally and CBB(LEGAL) for requirements if federal funds are involved.]

FOR CONSTRUCTION CONTRACTS AND JOB ORDER MASTER AGREEMENTS VALUED AT OR ABOVE $250,000, AND FOR JOB ORDERS VALUED AT OR ABOVE $500,000 THE SUPERINTENDENT SHALL SUBMIT THE RESULTING CONTRACT TO THE BOARD FOR APPROVAL. LESSER EXPENDITURES FOR CONSTRUCTION AND CONSTRUCTION-RELATED MATERIALS OR SERVICES SHALL BE AT THE DISCRETION OF THE SUPERINTENDENT AND CONSISTENT WITH LAW AND POLICY ~~The Board authorizes the Superintendent or designee to approve contracts for lesser expenditures for construction and construction-related materials or services.~~

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QUOTES No fewer than three ~~telephone~~ quotes for contracts less than $100,000 shall be obtained, unless more formal procurement procedures are required by law. All such purchases shall be consistent with law and policy. [See also CH and CBB(LEGAL)]

Note: For provisions regarding delegation of authority for construction contracts in the event of a catastrophe, emergency, or natural disaster affecting the District, see CH(LOCAL).

SIGNATURE AUTHORITY **EXCEPT FOR DOCUMENTS REQUIRED BY STATE LAW TO HAVE THE BOARD PRESIDENT'S SIGNATURE, THE BOARD DELEGATES TO THE SUPERINTENDENT SIGNATURE AUTHORITY FOR ALL DISTRICT CONTRACTS. THE SUPERINTENDENT MAY PROVIDE FOR DESIGNEES TO SIGN CONTRACTS AT APPROPRIATE AMOUNTS BY PUBLISHING A REGULATION OR WRITTEN DELEGATION.**

Change Orders Change orders permitted by law shall be approved prior to any changes being made in the approved plans or the actual construction of the facility.

Individual Change Orders The Superintendent or designee shall be authorized to approve individual change orders for an adjustment of cost less than ~~$100,000~~ **$250,000**. Change orders for an adjustment of cost ~~greater than or equal to~~ **AT OR ABOVE** ~~$100,000~~ **$250,000** shall require Board approval. All change orders approved by the Superintendent or designee ~~in excess of $500 and less than~~ ~~$100,000~~ shall be reported to the Board quarterly.

Aggregate Change Orders The Superintendent or designee ~~shall~~ **MAY** approve change orders when the aggregate amount of the changes is 25 percent or less of the original contract value.

IF THE CHANGE ORDER OR AGGREGATED CHANGE ORDERS FOR THE PROJECT WOULD INCREASE THE VALUE OF THE CONTRACT BY MORE THAN 25 PERCENT OF THE ORIGINAL CONTRACT VALUE, THE CHANGE ORDER SHALL BE ADDRESSED IN ACCORDANCE WITH APPLICABLE LAW AND PROCUREMENT REQUIREMENTS.

Time Extensions Changes to the construction time ~~exceeding~~ **OF** 30 days **OR MORE** in the aggregate or individually shall be presented to the Board for approval. All change orders approved by the Superintendent or designee for time extensions of less than 30 days shall be reported to the Board quarterly.

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Project Administration

All construction projects shall be administered by the Superintendent or designee, who shall keep the Board informed on the progress of the construction projects and shall provide information to the general public. **REPORTS SHALL INCLUDE UPDATES ON CURRENT PROJECTS, PENDING PROJECTS, AND ANY SUBSTANTIVE CHANGES CONCERNING CONSTRUCTION PROJECTS.** ~~It is the Board's goal that change orders to construction contract amounts be maintained at an overall program rate of five percent or less.~~

Final Payment

The District shall not make final payments for construction or the supervision of construction until the work has been completed **IN ACCORDANCE WITH THE CONTRACT DOCUMENTS** and the Board has accepted the work.

Bond for Insured Loss

The Board discourages submission of bids or proposals for which a subcontractor is performing 100 percent of the work and would not itself be able to provide the payment and performance bonds necessary for the project if it were the prime contractor.

School Facility Planning and Construction

The facilities department shall coordinate facility planning with the instructional and administrative staff, and the Board shall be informed on a periodic basis.

Professional Services

PROFESSIONAL SERVICES (ARCHITECTS, ENGINEERS, OR PROFESSIONAL PROGRAM MANAGEMENT FIRMS) FOR CONSTRUCTION PROJECTS MAY BE SELECTED THROUGH A PROCUREMENT PROCESS THAT ESTABLISHES A POOL OF QUALIFIED PROFESSIONALS IN ACCORDANCE WITH APPLICABLE LAW. RECOMMENDED FIRMS FOR PROFESSIONAL SERVICES WILL BE PRESENTED TO THE BOARD FOR APPROVAL.

The administration shall be authorized to ~~recommend employment of~~ **ENTER INTO CONTRACT NEGOTIATIONS WITH BOARD APPROVED FIRMS (BASED ON THEIR DEMONSTRATED COMPETENCE AND QUALIFICATIONS) FOR** such professional services ~~as needed for~~**, INCLUDING** architectural and engineering design, appraisals, soil analyses, construction testing services, planning, and other specific job requirements**, AS APPLICABLE AND IN ACCORDANCE WITH APPLICABLE LAW**. Fees shall be **NEGOTIATED AND** established ~~at the time of employment~~ **BEFORE EXECUTION OF THE CONTRACT**.

The Superintendent or designee shall be authorized to enter into such professional service agreements when the fee is valued at

	less than ~~$100,000~~ **$250,000**. All professional service contracts approved by the Superintendent shall be reported to the Board quarterly. Board approval shall be required for fees of ~~$100,000~~ **$250,000** or more.
Additional Services	The Superintendent or designee shall be authorized to approve additional services for an individual adjustment of cost less than ~~$100,000~~ **$250,000**. Additional services for an individual adjustment of cost greater than or equal to ~~$100,000~~ **$250,000** shall require Board approval. Additional services approved by the Superintendent or designee in excess of $500 and less than ~~$100,000~~ **$250,000** shall be reported to the Board quarterly.
Aggregate Additional Services	The Superintendent or designee ~~shall~~ **MAY** approve additional services when the aggregate amount of the additional services is 25 percent or less of the original contract value. **ADDITIONAL SERVICES IN THE AGGREGATE ABOVE 25 PERCENT OF THE ORIGINAL CONTRACT VALUE SHALL REQUIRE BOARD APPROVAL.**

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Note: For information on the new instructional facilities allotment, see CBA.

For additional legal requirements applicable to purchases with federal funds, see CBB.

For information on procuring goods and services under Education Code Chapter 44, see CH.

For required vendor disclosures and contract provisions, including prohibitions, see CHE.

For provisions pertaining to criminal history record information on contractors, see CJA(LEGAL).

For legal requirements related to energy savings performance contracts, see CL.

For facility standards, see CS.

Definition

"Public work contract" means a contract for constructing, altering, or repairing a public building or carrying out or completing any public work. *Gov't Code 2253.001(4)*

Board Authority

A district may adopt rules as necessary to implement Government Code Chapter 2269. *Gov't Code 2269.051; 19 TAC 61.1040(e)(2)(H)*

Delegation of Authority

The board may delegate its authority under Government Code Chapter 2269 regarding an action authorized or required by Chapter 2269 to a designated representative, committee, or other person. *Gov't Code 2269.053(a)*

The district shall provide notice of the delegation, the limits of the delegation, and the name or title of each designated person by rule or in the request for bids, proposals, or qualifications or in an addendum to the request. *Gov't Code 2269.053(b); Education Code 44.0312(a)*

If the district fails to provide that notice, a ranking, selection, or evaluation of bids, proposals, or qualifications for construction services other than by the board in an open public meeting is advisory only. *Education Code 44.0312(a); 19 TAC 61.1040(e)(2)(E)*

A superintendent shall ensure that a requirement to specify the level of delegation of authority is included in the bid specifications when procuring construction services to select a contractor, in accordance with Education Code 44.0312. *19 TAC 61.1040(e)(2)(F)*

[For information regarding delegation in the event of a catastrophe, emergency, or natural disaster, see CH.]

Contracts Valued at or Above $100,000

Except as provided by Education Code Chapter 44, Subchapter B, all district contracts for the purchase of goods and services valued at $100,000 or more in the aggregate for each 12-month period shall be made by the method, of the following methods, that provides the best value for a district [see also CH]:

1. An interlocal contract. *Education Code 44.031(a)(4)* [See CH]
2. A method provided by Government Code Chapter 2269 for construction services. *Education Code 44.031(a)(5)*
    a. Competitive bidding. *Gov't Code 2269 Subch. C* [See CVA]
    b. Competitive sealed proposals. *Gov't Code 2269 Subch. D* [See CVB]
    c. Construction manager-agent method. *Gov't Code 2269 Subch. E* [See CVC]
    d. Construction manager-at-risk method. *Gov't Code 2269 Subch. F* [See CVD]
    e. Design-build method. *Gov't Code 2269 Subch. G* [See CVE]
    f. Job order contracting. *Gov't Code 2269 Subch. I* [See CVF]
3. The reverse auction procedure as defined by Government Code 2155.062(d). *Education Code 44.031(a)(6)* [See CH]

Education Code 44.031(a); Gov't Code Ch. 2269

Exceptions

Emergency Damage or Destruction

For information on procurement options when school equipment, a facility, or personal property is destroyed or severely damaged as a result of an unforeseen catastrophe or emergency, under Education Code 44.031, see CH.

Contracts Requiring a Bond

A reverse auction procedure may not be used to obtain services related to a public work contract for which a bond is required under Government Code 2253.021 [see Payment and Performance Bonds, below]. "Reverse auction procedure" has the meaning assigned by Government Code 2155.062 or a procedure similar to that described by Section 2155.062. *Gov't Code 2253.021(h)*

Notice Publication

A board shall advertise or publish notice of requests for bids, proposals, or qualifications in a manner prescribed by law.

For a contract entered into by a board under a method provided by Government Code 2269, the board shall publish notice of the time and place the bid or proposal or request for qualifications will be received and opened in a manner prescribed by law.

Gov't Code 2269.052(a)-(b)

[See CH for additional notice publication requirements.]

Contract Selection Criteria

In determining the award of a contract under Government Code Chapter 2269, the district shall consider and apply:

1. Any existing laws, including any criteria, related to historically underutilized businesses; and
2. Any existing laws, rules, or applicable municipal charters, including laws applicable to local governments, related to the use of women, minority, small, or disadvantaged businesses.

In determining the award of a contract, the district may consider:

1. The price.
2. The offeror's experience and reputation.
3. The quality of the offeror's goods or services.
4. The impact on the ability of the district to comply with rules relating to historically underutilized businesses.
5. The offeror's safety record.
6. The offeror's proposed personnel.
7. Whether the offeror's financial capability is appropriate to the size and scope of the project.
8. Any other relevant factor specifically listed in the request for bids, proposals, or qualifications.

Gov't Code 2269.055

Experience Modifier *Definitions*

"Contract" means a contract awarded by a district that is:

1. A construction contract, as defined by Business and Commerce Code 272.0001; or
2. A contract for constructing, altering, or repairing a public building or carrying out or completing any public work.

"Contract solicitation" means a request for bids, proposals, qualifications, offers, or other responses from potential contractors under a contract.

"Experience modifier" means a factor expressed as a value that:

1. Is assigned to an employer seeking to purchase a workers' compensation insurance policy in this state;
2. Affects the premium amount for the policy; and
3. Is based on the employer's past loss experience.

Voidable Contract Provisions

An offer to contract or a contract solicitation may not require a specified experience modifier in order to accept the offer or respond to the contract solicitation.

A contract or an agreement collateral to or affecting a contract may not require the contractor to have a specified experience modifier.

A contract solicitation, an offer, a contract, or an agreement collateral to or affecting a contract that violates these requirements is voidable as against public policy.

Gov't Code 2252.910

Using Method Other Than Competitive Bidding

The board that considers a construction contract using a method authorized by Government Code Chapter 2269 other than competitive bidding must, before advertising, determine which method provides the best value for the district.

Determine Best Value

Publish Criteria

The district shall base its selection among offerors on applicable criteria listed for the particular method used. The district shall publish in the request for proposals or qualifications:

1. The criteria that will be used to evaluate the offerors;
2. The applicable weighted value for each criterion; and
3. A detailed methodology for scoring each criterion.

Make Evaluations Public

The district shall document the basis of its selection and shall make the evaluations public not later than the seventh day after the date the contract is awarded.

Gov't Code 2269.056

Submission

A person who submits a bid, proposal, or qualification to a governmental entity shall seal it before delivery. *Gov't Code 2269.059*

Documents Related to Evaluation and Ranking

An offeror who submits a bid, proposal, or response to a request for qualifications for a construction contract under Government Code Chapter 2269 may, after the contract is awarded, make a request in writing to the district to provide documents related to the evaluation of the offeror's submission.

Not later than the 30th day after the date a request is made, the district shall deliver to the offeror the documents relating to the evaluation of the submission including, if applicable, its ranking of the submission.

Gov't Code 2269.060

Uniform General Conditions for Contracts

After reviewing the uniform general conditions adopted by the Texas Facilities Commission under Government Code 2166.302, a school district may adopt uniform general conditions to be incorporated in all district building construction contracts. *Education Code 44.035*

Right to Work

While engaged in procuring goods or services, awarding a contract, or overseeing procurement or construction for a public work or public improvement under Government Code Chapter 2269, a district:

1. May not consider whether a person is a member of or has another relationship with any organization; and
2. Shall ensure that its bid specifications and any subsequent contract or other agreement do not deny or diminish the right of a person to work because of the person's membership or other relationship status with respect to an organization.

Gov't Code 2269.054

Collective Bargaining

A district awarding a public work contract funded with state money, including the issuance of debt guaranteed by the state, may not:

1. Prohibit, require, discourage, or encourage a person bidding on the public work contract, including a contractor or subcontractor, from entering into or adhering to an agreement with a collective bargaining organization relating to the project; or
2. Discriminate against a person described by item 1 based on the person's involvement in the agreement, including the person's status or lack of status as a party to the agreement or willingness or refusal to enter into the agreement.

Gov't Code 2269.0541(a)

Out-of-State Bidders

For legal requirements regarding out-of-state bidders, see CH.

Change Orders

If a change in plans or specifications is necessary after the performance of a contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the district may approve change orders making the changes. The district may grant general authority to an administrative official to approve the change orders.

The total contract price may not be increased because of the changes unless additional money for increased costs is approved for that purpose from available money or is provided for by the authorization of the issuance of time warrants.

A contract with an original contract price of $1 million or more may not be increased by more than 25 percent. If a change order for a contract with an original contract price of less than $1 million increases the contract amount to $1 million or more, the total of the subsequent change orders may not increase the revised contract amount by more than 25 percent of the original contract price.

Education Code 44.0411

Unsigned Change Orders

A vendor may elect not to proceed with additional work directed by a district under a public work contract if:

1. The vendor has not received a written, fully executed change order for the district-directed additional work; and
2. The aggregate actual or anticipated value of the additional work under the vendor's contract terms plus any previous district-directed additional work for which the vendor has not received a written, fully executed change order exceeds 10 percent of the vendor's original public work contract amount.

A subcontractor may elect not to proceed with additional work directed by a vendor under a subcontract if:

1. The subcontractor has not received a written, fully executed change order for the district-directed additional work from the vendor; and
2. The aggregate actual or anticipated value of the additional work under the subcontractor's subcontract terms plus any previous district-directed additional work for which the subcontractor has not received a written, fully executed change order exceeds 10 percent of the subcontractor's subcontract amount.

A vendor or subcontractor who elects not to proceed with additional work is not responsible for damages associated with the election not to proceed.

Gov't Code 2251.0521

Inspection, Verification, and Testing

Independently of the contractor, construction manager-at-risk, or design-build firm, a district shall provide or contract for the construction materials engineering, testing, and inspection services and the verification testing services necessary for acceptance of the facility by the district. The district shall select the services for

which it contracts in accordance with Government Code 2254.004. *Gov't Code 2269.058*

Note: For additional requirements related to code compliance, including fees and contracts, see 19 Administrative Code 61.1040(e)(5).

Impact Fees

A district is not required to pay impact fees imposed under Local Government Code Chapter 395 unless the board consents to the payment of the fees by entering a contract with the political subdivision that imposes the fees. The contract may contain terms the board considers advisable to provide for the payment of the fees. *Local Gov't Code 395.022*

Design Professionals

A district shall designate one design professional to be the prime design professional for a capital improvement project and shall contractually engage the prime design professional to review and coordinate the design of the project, allowing the prime design professional to rely on and contract for other design professionals where appropriate. *19 TAC 61.1040(a)(4), (e)(4)(D)*

A district shall require any design professional contractually engaged to procure professional design services from any other design professional as a subconsultant to select and subcontract the professional design services based on the qualification-based selection process established in Government Code Chapter 2254. [See Procuring Architectural or Engineering Services, below] *19 TAC 61.1040(e)(5)(B)*

Architects and Engineers

An architect or engineer required to be selected or designated under Government Code Chapter 2269 has full responsibility for complying with Occupations Code Chapter 1051 or 1001, as applicable.

If the selected or designated architect or engineer is not a full-time employee of the district, the district shall select the architect or engineer on the basis of demonstrated competence and qualifications as provided by Government Code 2254.004 [see Procuring Professional Services, below].

Gov't Code 2269.057

Registered Architect

An architectural plan or specification for any of the following may be prepared only by an architect:

1. A new building having construction costs exceeding $100,000 that is to be:

    a. Constructed and owned by a district; and

b. Used for education, assembly, or office occupancy; or

2. An alteration or addition having construction costs exceeding $50,000 that:

a. Is to be made to an existing building that:

(1) Is owned by a district; and

(2) Is or will be used for education, assembly, or office occupancy; and

b. Requires the removal, relocation, or addition of a wall or partition or the alteration or addition of an exit.

This provision does not prohibit an owner of a building from contracting with an architect or engineer as the prime design professional for a building construction, alteration, or addition project. Designation as the prime design professional does not expand the scope of practice of an architect or engineer beyond the scope of practice that the architect or engineer is authorized to practice under Occupations Code Chapter 1001 or 1051.

Occupations Code 1051.703; 22 TAC 1.212

Registered Engineer

A district may not construct a public work involving engineering in which the public health, welfare, or safety is involved, unless:

1. The engineering plans, specifications, and estimates have been prepared by an engineer; and

2. The engineering construction is to be performed under the direct supervision of an engineer.

Occupations Code 1001.407

The following work is exempt from Occupations Code Chapter 1001 (Texas Engineering Practice Act):

1. A public work that involves electrical or mechanical engineering, if the contemplated expense for the completed project is $8,000 or less; or

2. A public work that does not involve electrical or mechanical engineering, if the contemplated expense for the completed project is $20,000 or less.

Occupations Code 1001.053

Certification for Purchases Through Purchasing Cooperatives

A district may not enter into a contract to purchase construction-related goods or services through a purchasing cooperative under Government Code Chapter 791 in an amount greater than $50,000 unless a person designated by the district certifies in writing that:

1. The project for which the construction-related goods or services are being procured does not require the preparation of plans and specifications under Occupation Code Chapter 1001 or 1051; or

2. The plans and specifications required under Occupation Code Chapters 1001 and 1051 have been prepared.

"Purchasing cooperative" means a group purchasing organization that governmental entities join as members and the managing entity of which receives fees from members or vendors.

Gov't Code 791.011(j)

Note: For legal provisions related to interlocal contracts, generally, see GRB.

For legal provisions related to using interlocal contracts for purchasing goods and services, see CH.

Procuring Architectural or Engineering Services

Education Code 44.031 does not apply to a contract for professional services rendered, including the services of an architect. *Education Code 44.031(f)* [See CH for information on the Professional Services Procurement Act generally.]

In procuring architectural, engineering, or land-surveying services, a district shall:

1. First select the most highly qualified provider on the basis of demonstrated competence and qualifications; and

2. Then attempt to negotiate with that provider a contract at a fair and reasonable price.

If a satisfactory contract cannot be negotiated with the most highly qualified provider of architectural, engineering, or land-surveying services, a district shall formally end negotiations with that provider, select the next most highly qualified provider, and attempt to negotiate a contract with that provider at a fair and reasonable price. The district shall continue this process to select and negotiate with providers until a contract is entered into.

Gov't Code 2254.004

An interlocal contract between a district and a purchasing cooperative may not be used to purchase engineering or architectural services. *Gov't Code 791.011(h)*

Contracts for Engineering, Architectural, or Land Surveying Services

A covenant or promise in, in connection with, or collateral to a contract for engineering, architectural, or land surveying services to which a district is a party is void and unenforceable if the covenant or promise provides that a licensed engineer, registered architect, or land surveyor whose work product is the subject of the contract must indemnify or hold harmless the district against liability for damage, other than liability for damage to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the indemnitor or the indemnitor's agent, consultant under contract, or another entity over which the indemnitor exercises control.

Indemnification

Duty to Defend

Except as provided below, a covenant or promise in, in connection with, or collateral to a contract for engineering, architectural, or land surveying services to which a district is a party is void and unenforceable if the covenant or promise provides that a licensed engineer, registered architect, or land surveyor whose work product is the subject of the contract must defend a party, including a third party, against a claim based wholly or partly on the negligence of, fault of, or breach of contract by the district, the district's agent, the district's employee, or other entity, excluding the engineer, architect, or land surveyor or that person's agent, employee, or subconsultant, over which the district exercises control. A covenant or promise may provide for the reimbursement of a district's reasonable attorney's fees in proportion to the engineer's, architect's, or land surveyor's liability.

District as Additional Insured

A district may require in a contract for engineering, architectural, or land surveying services to which the district is a party that the engineer, architect, or land surveyor name the district as an additional insured under the engineer's, architect's, or land surveyor's general liability insurance policy and provide any defense provided by the policy.

Standard of Care

A contract for engineering, architectural, or land surveying services to which a district is a party must require a licensed engineer, registered architect, or land surveyor to perform services:

1. With the professional skill and care ordinarily provided by competent engineers, architects, or land surveyors practicing under the same or similar circumstances and professional license; and

2. As expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer, architect, or land surveyor.

In a contract for engineering, architectural, or land surveying services to which a district is a party, a provision establishing a different standard of care than a standard described above is void and unenforceable. If a contract contains a void and unenforceable provision, the standard of care described above applies.

Nothing in these provisions prohibits a district in a contract for engineering or architectural services to which the district is a party from including and enforcing conditions that relate to the scope, fees, and schedule of a project in the contract.

Local Gov't Code 271.904

Payment and Performance Bonds

A district that makes a public work contract with a prime contractor shall require the contractor, before beginning the work, to execute to the district:

1. A performance bond if the contract is in excess of $100,000; and

2. A payment bond if the contract is in excess of $25,000.

A bond required by this provision must be executed by a corporate surety in accordance with Insurance Code Article 7.19-1 (now Insurance Code 3503.001-.005). A bond for a public work contract with a district must be payable to and its form must be approved by the awarding board.

Gov't Code 2253.021(a), (d)-(e)

The performance bond is solely for the protection of the district awarding the public work contract, in the amount of the contract, and conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents. *Gov't Code 2253.021(b)*

The payment bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work labor or material, and in the amount of the contract. *Gov't Code 2253.021(c)*

Failure to Obtain Payment Bond

If a district fails to obtain from a prime contractor a payment bond as required above or fails to include in a lease the lease terms required by Government Code 2252.909 [see CDB]:

1. The district is subject to the same liability that a surety would have if the surety had issued a payment bond and if the district had obtained the bond; and

2. A payment bond beneficiary is entitled to a lien on money due to the prime contractor in the same manner and to the same extent as if the public work contract were subject to Property Code Chapter 53, Subchapter J (Lien on Money Due Public Works Contractor).

Gov't Code 2253.027(a)

Bond for Insured Loss

A district shall ensure that an insurance company that is fulfilling its obligation under a contract of insurance by arranging for the replacement of a loss, rather than by making a cash payment directly to the district, furnishes or has furnished by a contractor:

1. A performance bond as described above for the benefit of a district; and

2. A payment bond, as described above for the benefit of the beneficiaries described above.

If the payment bond is not furnished, the district is subject to the same liability that a surety would have if the surety had issued the payment bond and the district had required the bond to be provided.

The bonds required to be furnished by the provisions above shall be furnished before the contractor begins work. It is an implied obligation under a contract of insurance for the insurance company to furnish these bonds.

Exception to Bond Requirement

These provisions do not apply to a district when a surety company is complying with an obligation under a bond that had been issued for the benefit of the district.

Gov't Code 2253.022

Prevailing Wage on Public Works

"Worker" includes a laborer or mechanic. *Gov't Code 2258.001(3)*

A worker employed on a public work by or on behalf of a district shall be paid:

1. Not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and

2. Not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

The requirements above do not apply to maintenance work. A worker is employed on a public work for purposes of this provision if the worker is employed by a contractor or subcontractor in the execution of a contract for public work with a district.

Gov't Code 2258.021

For a contract for a public work awarded by a district, the board shall determine the general prevailing rate of per diem wages in the district for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by:

1. Conducting a survey of the wages received by classes of workers employed on projects of a character similar to the contract work in the district in which the public work is to be performed; or

2. Using the prevailing wage rate as determined by the U.S. Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments.

The board shall determine the general prevailing rate of per diem wages as a sum certain, expressed in dollars and cents. A board shall specify in the call for bids for the contract and in the contract itself the wage rates determined under these provisions. The board's determination of the general prevailing rates of per diem wages is final.

Gov't Code 2258.022(a), (c)-(e)

Government Code 2258.022(b) applies to a public work located in a county bordering the United Mexican States or in a county adjacent to a county bordering the United Mexican States. *Gov't Code 2258.022(b)*

Enforcement

A board awarding a contract, and an agent or officer of the board, shall:

1. Take cognizance of complaints of all violations of Government Code Chapter 2258 committed in the execution of the contract; and

2. Withhold money forfeited or required to be withheld under Government Code Chapter 2258 from the payments to the contractor under the contract, except that the board may not withhold money from other than the final payment without a determination by the board that there is good cause to believe

that the contractor has violated Government Code Chapter 2258.

On receipt of information, including a complaint by a worker, concerning an alleged violation of Government Code 2258.023 [see Penalty for Noncompliance, below] by a contractor or subcontractor, a board shall make an initial determination as to whether good cause exists to believe that the violation occurred. A board must make its determination before the 31st day after the date the board receives the information. A board shall notify in writing the contractor or subcontractor and any affected worker of its initial determination.

Gov't Code 2258.051-.052(a)-(c)

Retainage and Reimbursement

A board shall retain any amount due under the contract pending a final determination of the violation. *Gov't Code 2258.052(d)*

Note: Arbitration of unresolved issues is governed by Government Code 2258.053-.055.

A board shall use any amounts retained under Government Code Chapter 2258 to pay the worker the difference between the amount the worker received in wages for labor on the public work at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing rate as provided in the arbitrator's award. The board may adopt rules, orders, or ordinances relating to the manner in which the reimbursement is made. *Gov't Code 2258.056(a)-(b)*

Penalty for Noncompliance

The contractor who is awarded a contract by a district or a subcontractor of the contractor shall pay not less than the rates determined under these provisions to a worker employed by it in the execution of the contract. A contractor or subcontractor who violates this provision shall pay to the district on whose behalf the contract is made, $60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A board awarding a contract shall specify this penalty in the contract. A contractor or subcontractor does not violate this section if a board awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as required by these provisions. The board shall use any money collected under this provision to offset the costs incurred in the administration of Government Code Chapter 2258. *Gov't Code 2258.023*

Criminal Offense

An officer, agent, or representative of a district commits an offense if the person willfully violates or does not comply with a provision of Government Code 2258. *Gov't Code 2258.058(a)*

Required Workers' Compensation Coverage

A district shall ensure a contract for construction services required to be procured by a method in Government Code Chapter 2269 specifies the contractor's responsibilities for site safety and requires compliance with the requirement to provide workers' compensation insurance in accordance with Labor Code 406.096, below. *19 TAC 61.1040(e)(3)(D)*

A district that enters into a building or construction contract shall require the contractor to certify in writing that the contractor provides workers' compensation insurance coverage for each employee of the contractor employed on the public project. Each subcontractor shall provide such a certificate relating to coverage of the subcontractor's employees to the general contractor, who shall provide the subcontractor's certificate to the district. *Labor Code 406.096(a)-(b)*

A district that enters into a building or construction contract on a project shall:

1. Include in the bid specifications all the duties and responsibilities of contractors pertaining to required workers' compensation coverage, using the language required by 28 Administrative Code 110.110(c)(7).
2. As part of the contract, using the language required by 28 Administrative Code 110.110(c)(7), require the contractor to perform the duties and responsibilities pertaining to required workers' compensation coverage as set out in 28 Administrative Code 110.110(d).
3. Obtain from the contractor a certificate of coverage for each person providing services on the project, prior to that person beginning work on the project.
4. Obtain from the contractor a new certificate of coverage showing extension of coverage:
    a. Before the end of the current coverage period, if the contractor's current certificate shows that the coverage period ends during the duration of the project; and
    b. No later than seven days after the expiration of the coverage for each other person providing services on the project whose current certificate shows that the coverage period ends during the duration of the project.

5. Retain certificates of coverage on file for the duration of the project and for three years thereafter.

6. Provide a copy of the certificate of coverage to the Texas Department of Insurance, Division of Workers' Compensation upon request and to any person entitled to a copy by law.

7. Use the language contained in 28 Administrative Code 110.110(c)(7) for bid specifications and contracts, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation.

28 TAC 110.110(c)

Exception — This coverage requirement does not apply to sole proprietors, partners, and corporate officers who meet the requirements of Labor Code 406.097(c), and who are explicitly excluded from coverage in accordance with Labor Code 406.097(a). *28 TAC 110.110(i)*

Definitions — "Persons providing services on the project" includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes but is not limited to independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity furnishing persons to perform services on the project. "Services" includes but is not limited to providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets. *28 TAC 110.110(a)(7)*

"Project" includes the provision of all services related to a building or construction contract for a district. *28 TAC 110.110(a)(8)*

Criminal Offenses — For information on criminal offenses for violations of Education Code 44.031, see CH.

Enforcement Actions — Government Code Chapter 2269 may be enforced through an action for declaratory or injunctive relief filed not later than the 15th day after the date on which the contract is awarded. *Gov't Code 2269.452*

Defects in Facilities — A district that brings an action for recovery of damages for the defective design, construction, renovation, or improvement of a district facility financed by bonds shall provide the commissioner with written notice of the action by registered or certified mail, return re-

ceipt requested, not later than the 30th day after the date the action is filed. If the district fails to comply with this provision, the court or an arbitrator or other adjudicating authority shall dismiss the action without prejudice. The dismissal of an action under this provision extends the statute of limitations on the action for a period of 90 days.

The notice must include a copy of the petition and an itemized list of the defects in the design, construction, renovation, or improvement for which the district is seeking damages under the action.

In an action involving an instructional facility financed by bonds for which the district receives state assistance under Education Code Chapter 46, Subchapter A (Instructional Facilities Allotment), the commissioner may join in the action on behalf of the state to protect the state's share in the action.

A district that brings an action under these provisions shall use the net proceeds from the action for:

1. The repair of the defective design, construction, renovation, or improvement of the facility on which the action is brought, including the repair of any ancillary damage to furniture and fixtures;
2. The replacement of the facility on which the action is brought;
3. The reimbursement of the district for a repair or replacement; or
4. Any other purpose with written approval from the commissioner.

Education Code 46.008 applies to the repair. A district shall provide to the commissioner an itemized accounting of any repairs made.

The state's share resulting from an action brought under these provisions involving an instructional facility financed by bonds for which the school district receives state assistance under Education Code Chapter 46, Subchapter A is state property. The district shall send to the comptroller any portion of the state's share not used by the district to repair the defective design, construction, renovation, or improvement of the instructional facility on which the action is brought or to replace the facility. Education Code 48.272 applies to the state's share.

Definitions

"Net proceeds" means the difference between the amount recovered by or on behalf of a school district in an action, by settlement

or otherwise, and the legal fees and litigation costs incurred by the district in prosecuting the action.

"State's share" means an amount equal to the district's net proceeds from the recovery multiplied by a percentage determined by dividing the amount of state assistance under Education Code Chapter 46, Subchapter A used to pay the principal of and interest on bonds issued in connection with the instructional facility that is the subject of the action by the total amount of principal and interest paid on the bonds as of the date of the judgment or settlement.

Education Code 44.151

Attorney General Enforcement

If the attorney general believes that a district has violated or is violating Education Code 44.151(d), (e), or (f) (use of proceeds, accounting, and the state's share), the attorney general may, after providing at least two weeks' notice to the district, bring an action on behalf of the state to enjoin the district from violating those sections.

In such an action, the attorney general may request and the court may order any other appropriate relief that is in the public interest, including payment of:

1. A civil penalty in an amount not to exceed $20,000 for each violation;
2. The attorney general's reasonable costs for investigating and prosecuting the violation; or
3. If applicable, the amount of the state's share.

Education Code 44.152(a)-(b)

Attorney Fees

A governmental contract may not provide for the award of attorney's fees to a district in a dispute in which the district prevails unless the contract provides for the award of attorney's fees to each other party to the contract if that party prevails in the dispute.

"Governmental contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment.

Gov't Code 2252.904

Construction Liability Claims

To assert a claim against a contractor, subcontractor, supplier, or design professional for damages arising from damage to or loss of real or personal property caused by an alleged construction defect in an improvement to real property that is a public building or public work in which the district has an interest, the district must comply

with Government Code Chapter 2272, which may not be waived. A purported waiver of Chapter 2272 is void. *Gov't Code 2272.002(a), .0025*

EL PASO INDEPENDENT SCHOOL DISTRICT

MEETING DATE: OCTOBER 12, 2026

 D.
  HUMAN RESOURCES ITEMS

Board of Trustees
Executive Summary of Board Agenda Item

TITLE:
Adoption of Proposed Revisions to Board Policy DNB (Local): Performance Appraisal, Evaluation of Campus Administrators

JUSTIFICATION STATEMENT:
To revise policy language to align with TASB model policy language

PURPOSE OF AGENDA ITEM: Action

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Legal/Local Policy

STAFF RESPONSIBILE: Patricia Cortez, Chief Human Capital Management Officer; Mercedes Bauerkemper, Senior Director; Rosa Ramos, Senior Directior

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:
Strategic Lever IV: Culture of Accountability - El Paso ISD cultivates a culture of transparency, care, and service.

SUMMARY:
The adoption of Board Policy DNB (Local) is recommended by the administration to align with TASB model language.

The proposed revisions to Board Policy DNB (Local): Performance Appraisal, Evaluation of Campus Administrators, ensure the policy is consistent with TASB recommended model language and align with the Texas Principal Evaluation and Support System (T-PESS) evaluations. T-PESS evaluations will be reflective of the strategic compensation metrics for Principals.

The proposed revisions to the policy were approved by Senior Staff on September 14, 2026.

ADMINISTRATIVE RECOMMENDATION/MOTION:
It is recommended that the Board of Trustees adopt the proposed revisions to Board Policy DNB (Local): Performance Appraisal, Evaluation of Campus Administrators, as presented.

FUNDING SOURCE: ACCOUNT NO.:

FISCAL IMPACT AND COST:

IMPACT ON OTHER FUCTIONS/OPERATIONS:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:
Memo DNB (Local).pdf
DNB (LOCAL) 8.26.26.pdf
DNB(LEGAL).pdf

EL PASO INDEPENDENT SCHOOL DISTRICT

Human Resources

To: Cezy Collins
General Counsel, Legal

From: Mercedes Bauerkemper Rosa Ramos
Director Middle School Personnel & Recruiting

Rosa Ramos
Executive Director, Employee Relations

Subject: DNB (Local) Revision

Date: August 27, 2026

The following are the TASB recommended revisions to DNB (Local):

- DNB (Local) – Performance Appraisal – Evaluation of Campus Administrators – Appraisal System – deleted the section and language.
- DNB (Local) Performance Appraisal – Evaluation of Campus Administrators – Administrators Principals– deleted the title, Administrators and only left the title of Principals. Deleted the reference to assistant principals in the first paragraph. Deleted the second paragraph of this section.
- DNB (Local) Performance Appraisal – Evaluation of Campus Administrators – Deleted the Note and footer references to the District's innovation plan.
- DNB (Local) Performance Appraisal – Evaluation of Campus Administrators – Added new section titled, Other Campus Administrators with respective language.
- DNB (Local) Performance Appraisal – Evaluation of Campus Administrators – Frequency – Added language referencing principals and other campus administrators. Deleted language references to assistant principals.

Update to DNB (Local) ensures policy is consistent with TASB recommendations and aligns with the Texas Principal Evaluation and Support System (T-PESS) evaluations. T-PESS evaluations will be reflective of the strategic compensation metrics for Principals.

Copy to: Patricia Cortez
Chief Human Capital Management Officer

El Paso ISD
071902

PERFORMANCE APPRAISAL
EVALUATION OF CAMPUS ADMINISTRATORS

DNB
(LOCAL)

Note: ~~This local policy has been revised in accordance with the District's innovation plan.~~[1]

~~**Appraisal System**~~

~~In accordance with the District's innovation plan, the District is exempt from state laws regarding the appraisal of administrators, to the extent these laws require that state standardized test (state-mandated assessment) scores be used as one of the evaluation measures for teachers and administrators.~~

~~**Administrators**~~
PRINCIPALS

The District shall appraise principals ~~and assistant principals~~ using the Texas Principal Evaluation and Support System (T-PESS) in accordance with ~~applicable state~~ law and administrative regulations.

~~State standardized test (state-mandated assessment) scores shall not be used as evaluation measures.~~

OTHER CAMPUS ADMINISTRATORS

THE APPRAISAL SYSTEM USED FOR CAMPUS ADMINISTRATORS OTHER THAN PRINCIPALS SHALL BE DETERMINED BY EACH ADMINISTRATOR'S POSITION AND JOB RESPONSIBILITIES AND SHALL CONSIST OF EITHER A LOCAL APPRAISAL SYSTEM DEVELOPED IN ACCORDANCE WITH LAW AND ADMINISTRATIVE REGULATIONS OR A MODIFIED VERSION OF THE T-PESS.

Frequency

DISTRICT PRINCIPALS AND OTHER campus administrators~~, including principals and assistant principals,~~ shall be appraised annually.

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[1] ~~Innovation Plan: https://www.episd.org/Page/542~~

DRAFT

Note: The board has adopted an innovation plan that affects application of provisions in this legally referenced policy. [See AF(LOCAL)]

Frequency

The employment policies adopted by a board must require a written evaluation at annual or more frequent intervals of each principal, supervisor, school counselor, or other full-time, certified professional employee, and nurse. *Education Code 21.203(a)*

District funds may not be used to pay an administrator who has not been appraised in the preceding 15 months. *Education Code 21.354(d)*

Principal Appraisal

A district shall appraise each principal annually. In appraising principals, a school district shall use either:

1. The appraisal system and school leadership standards and indicators developed or established by the commissioner of education; or
2. An appraisal process and performance criteria developed by the district in consultation with the district-level and campus-level committees [see BQA and BQB] and adopted by the board.

Education Code 21.3541(f), (g); 19 TAC 150.1023(a)

The commissioner's recommended principal appraisal system, the Texas Principal Evaluation and Support System (T-PESS), was developed in accordance with Education Code 21.3541.

The superintendent, with the approval of the board, may select the T-PESS. Each school district wanting to select or develop an alternative principal appraisal system must follow Education Code 21.3541, and 19 Administrative Code 150.1026 (Alternatives to the Commissioner's Recommended Principal Appraisal System).

19 TAC 150.1021(b), (c)

Notice to ESC

The superintendent shall notify the executive director of its regional education service center in writing of the school district's choice of appraisal system when using an alternative to the commissioner's recommended appraisal system and detail the components of that system by the first day of instruction for the school year in which the alternative system is used.

Each school district shall submit annually to its regional education service center a summary of the evaluation scores from the

T-PESS or the district's locally adopted appraisal system, in a manner prescribed by the commissioner.

19 TAC 150.1027

Texas Principal Evaluation and Support System (T-PESS)

Each principal shall be appraised on the following standards and indicators of the T-PESS rubric that is aligned to the Texas Administrator Standards in 19 Administrative Code, Chapter 149 (Commissioner's Rules Concerning Educator Standards):

1. Standard I. Instructional Leadership, which includes four indicators;
2. Standard II. Human Capital, which includes four indicators;
3. Standard III. Executive Leadership, which includes four indicators;
4. Standard IV. School Culture, which includes five indicators; and
5. Standard V. Strategic Operations, which includes four indicators.

The evaluation of each of the standards and indicators above shall consider all data generated in the appraisal process.

Each principal shall be evaluated on the attainment and progress toward at least one goal, as referenced in 19 Administrative Code 150.1023 (Appraisals, Data Sources, and Conferences). At least one goal shall be focused on the improvement of the principal's practice, as captured in the T-PESS rubric indicators and descriptors.

If calculating a single overall summative appraisal score for principals, the rating for the attainment of goals shall count for:

1. At least 20 percent of a principal's summative score for a principal who has served at least one year in his or her role on the same campus; or
2. At least 30 percent of a principal's summative score for a principal who is in his or her first year as principal on a particular campus.

Each principal shall be evaluated on each of the 21 indicators in Standards I–V identified above and on the attainment of each goal, using the following categories:

1. Distinguished;
2. Accomplished;

3. Proficient;

4. Developing; and

5. Improvement needed.

Beginning with the 2017–18 school year, each principal appraisal shall include the campus-level academic growth or progress of the students enrolled at the principal's campus.

If calculating a single overall summative appraisal score for principals, the measure of student growth or progress shall count for:

1. At least 20 percent of a principal's summative score for a principal who has served two or more years in his or her role on the same campus;

2. At least 10 percent of a principal's summative score for a principal who has served one year in his or her role on the same campus; or

3. May not be included in calculating a single overall summative appraisal score for a principal who is in his or her first year as principal on a particular campus.

Each principal shall be evaluated on student growth or progress using one of the terms from the following categories:

1. Distinguished;

2. Accomplished;

3. Proficient;

4. Developing; or

5. Improvement needed.

19 TAC 150.1022

Appraisal Procedures

The annual principal appraisal shall include:

1. At least one appraiser-approved goal that shall be:

   a. Initially drafted in conjunction with the principal's end-of-year conference from the previous year, as applicable, revised as needed based on changes to the context of the principal's assignment at the beginning of the current school year, and submitted to the principal's appraiser; and

   b. Maintained throughout the course of the school year by the principal to track progress in the attainment of goals and the actions taken to achieve the goals;

c. Shared with the principal's appraiser prior to the end-of-year conference; and

d. Used after the end-of-year conference in the determination of ratings for the attainment of goals;

2. A pre-evaluation conference prior to the principal submitting his or her goals to the principal's appraiser;

3. A mid-year conference to determine and discuss progress toward the attainment of goals;

4. An end-of-year conference that:

a. Reviews data collected throughout the current school year and previous school years, if available;

b. Examines and discusses the artifacts and evidence related to the principal's performance on the 21 indicators of T-PESS rubric and the attainment of goals;

c. Examines and discusses evidence related to student growth or progress measures, as described in 19 Administrative Code 150.1022(f)–(h), when available; and

d. Identifies potential goals and professional development activities for the principal for the next school year; and

5. A written summative annual appraisal report to be provided to the principal after the conclusion of the end-of-year conference.

Calendar Each school district shall establish a calendar for the appraisal of principals and provide that calendar to principals prior to the pre-evaluation conference.

Appraisal Report The written summative annual appraisal report shall be placed in the principal's personnel file by the end of the appraisal period.

Additional Documentation Any documentation collected after the end-of-year conference but before the end of the contract term during one school year may be considered as part of the appraisal of a principal. If the documentation affects the principal's evaluation in any indicator, the attainment of goals, or a measure of student growth or progress, another summative report shall be developed to inform the principal of the changes prior to the end of the contract term.

19 TAC 150.1023(b)–(e)

Appraiser Qualifications The principal appraisal process requires at least one certified appraiser. Before conducting an appraisal, an appraiser must be certified by having satisfactorily completed the state-approved

T-PESS. Periodic recertification and training may be required. *19 TAC 150.1024*

Orientation

A district shall ensure that a principal is provided with an orientation of the T-PESS either prior to or in conjunction with the pre-evaluation conference when:

1. The principal is new to the district;
2. The principal has never been appraised under the T-PESS; or
3. District policy regarding principal appraisal has changed since the last time the principal was provided with an orientation to the T-PESS.

The principal orientation shall include all state and local appraisal policies and the local appraisal calendar.

19 TAC 150.1025

Alternatives to T-PESS

A district that does not choose to use the T-PESS must develop its own principal appraisal system supported by locally adopted policy and procedures; developed in consultation with the district-level and campus-level committees established under Education Code 11.251; and adopted by the board. *Education Code 21.3541; 19 TAC 150.1026*

Note: The standards, indicators, knowledge, and skills to be used to align with the training, appraisal, and professional development of principals are outlined in 19 Administrative Code 149.2001.

Appraisal of Campus Administrators Other Than Principals

A district shall appraise each campus administrator, other than a principal, annually using either:

1. The commissioner's recommended appraisal process and performance criteria; or
2. An appraisal process and performance criteria developed by the district in consultation with the district- and campus-level committees and adopted by the board.

Education Code 21.354(c)

A district may use the T-PESS to appraise campus administrators other than principals provided the school district makes appropriate modifications to ensure that the T-PESS rubric and components fit the job descriptions of the campus administrators other than principals evaluated with the T-PESS. A district using T-PESS for administrators other than principals shall evaluate administrators on

the attainment and progress toward at least one goal, as referenced in 19 Administrative Code 150.1023 (Appraisals, Data Sources, and Conferences). At least one goal shall be focused on the improvement of the administrator's practice, as captured in the T-PESS rubric indicators and descriptors.

Each school district wanting to select or develop a local appraisal system for campus administrators other than principals must use an appraisal process and performance criteria developed in consultation with the district- and campus-level committees established under Education Code 11.251; and adopted by the board.

Education Code 21.354(c)(2); 19 TAC 150.1028, 244.2(c)

Appraisers

A district using T-PESS for administrators other than principals or that locally develops and adopts its own educator appraisal system should have a clearly defined set of procedures for training appraisers. The school district should identify the qualities appraisers must demonstrate and include appropriate proficiency checks to evaluate the performance of all educators performing appraisals under the district's adopted appraisal systems. The school district shall be responsible for documenting that appraisers have met training criteria established by the district. *19 TAC 244.2(c), .3*

School Counselors

The commissioner shall develop and periodically update an evaluation form for use by districts in evaluating school counselors. *Education Code 21.356*

Confidentiality

A document evaluating the performance of a teacher or administrator is confidential and is not subject to disclosure under the Public Information Act, Government Code 552. *Education Code 21.355 (a)* [For disclosure requirements on evaluations, see GBA]

EL PASO INDEPENDENT SCHOOL DISTRICT

MEETING DATE: OCTOBER 12, 2026

 D.
  HUMAN RESOURCES ITEMS

Board of Trustees
Executive Summary of Board Agenda Item

TITLE:
Approval of Revisions to 2026-2027 Miscellaneous Pay Rates Listing

JUSTIFICATION STATEMENT:
To provide compensation to EPISD employees

PURPOSE OF AGENDA ITEM: Action

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Legal/Local Policy

STAFF RESPONSIBILE: Patricia Cortez, Chief Human Capital Management Officer; David Bates, Deputy Superintendent Operations and Support Systems

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:
Strategic Lever IV: Culture of Accountability - El Paso ISD cultivates a culture of transparency, care, and service.

SUMMARY:
Pursuant to Board Policy DEA (Local) - the Superintendent shall recommend to the Board, for adoption, annual pay structures and a compensation plan for all District employees.

The following updates to the 2026-2027 Miscellaneous Pay Rates Listing are requested:

1. Proposed revision to the current $30 per hour Teacher Miscellaneous Pay rate to include a specific line item for Teachers who provide "Instruction-related activities with students such as state assessment camp, dual credit lab, NEON, etc., as part of a 0, 9 or 10th Period. (Campus funded based on need)

2. Proposed revision to language in the Special Education section will need to be updated to read "Evaluations conducted while staff member is off duty or conducted by a temp employee", and remove Summer/Saturday/Intersession."

3. Proposed addition to the Staff Development Activities - Hourly Pay Rates Section, to include a specific line item of $50 per hour for teachers who are completing Reading Academy coursework for certification, outside of the teacher workdays on duty. This rate is required at a minimum in accordance with House Bill 2.

ADMINISTRATIVE RECOMMENDATION/MOTION:
It is recommended that the Board of Trustees approve the proposed revisions to the 2026-2027 Miscellaneous Pay Rates Listing, as presented.

FUNDING SOURCE: Pending **ACCOUNT NO.:**

FISCAL IMPACT AND COST:
Pending

IMPACT ON OTHER FUCTIONS/OPERATIONS:

CONSEQUENCES OF NON-APPROVAL:
Program objectives will be delayed and teachers will not be compensated.

IMPLEMENTATION TIMELINE:
Upon Approval

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:

EL PASO INDEPENDENT SCHOOL DISTRICT

MEETING DATE: OCTOBER 12, 2026

 E.
  SCHOOL LEADERSHIP ITEMS

Board of Trustees
Executive Summary of Board Agenda Item

TITLE:
Adoption and Proposed Revisions to Board Policy FFF (Local): Student Welfare, Student Safety

JUSTIFICATION STATEMENT:
To align policy language with recommendations in TASB Update 127

PURPOSE OF AGENDA ITEM: Action

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Legal/Local Policy

STAFF RESPONSIBILE: Dr. Mark Ramirez, Chief of Schools, Lisa Estrada-Batson, Senior Director Student and Parent Services

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:
Strategic Lever I: Whole Child Development - El Paso ISD schools foster learning environments for the whole child to thrive.

SUMMARY:
Board Policy FFF (Local) has been reviewed, and the TASB recommended changes are proposed for consideration by the Board of Trustees. Administration accepts the proposed TASB recommended changes, which include the definition of misconduct being amended to include provisions from Senate Bill 571, from the 89th Legislative Session, as well as the reformatting of the policy to improve readability.

ADMINISTRATIVE RECOMMENDATION/MOTION:
It is recommended that the Board adopt the proposed revisions to Board Policy FFF (Local): Student Welfare, Student Safety, as presented.

FUNDING SOURCE: ACCOUNT NO.:

FISCAL IMPACT AND COST:

IMPACT ON OTHER FUCTIONS/OPERATIONS:

CONSEQUENCES OF NON-APPROVAL:
The District would not be in compliance with State policy.

IMPLEMENTATION TIMELINE:

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:
FFF Local Memo- 8.14.26 (1).docx
FFF (LOCAL) UPDATE 127 (1).docx
FFF(LEGAL).pdf

STUDENT AND PARENT SERVICES

EL PASO ISD

it starts with us

TO: Cezy Collins
General Counsel

FROM: Lisa Estrada-Batson
Senior Director, Student & Parent Services

DATE: August 14, 2026

SUBJECT: FFF Local Update

Our department has reviewed the proposed changes to policy FFF (Local) as recommended by TASB Update 127. Administration accepts the proposed TASB recommended changes which includes the definition of misconduct being amended to include provisions from Senate Bill 571 from the 89th Legislative Session and has also been reformatted to improve readability.

Note: See policies DHB and DHC for information on other required reports regarding alleged misconduct against a student.

The District shall notify a parent of a student with whom a District employee or a person acting as a service provider for the District is alleged to have engaged in misconduct, informing the parent:

1 As soon as feasible that the alleged misconduct may have occurred;

2 Whether the individual was terminated following an investigation of the alleged misconduct or resigned before completion of the investigation; and

3 Whether a report was submitted to the Texas Education Agency or State Board for Educator Certification concerning the alleged misconduct.

For purposes of this policy, misconduct is defined as an individual's ~~alleged~~**:**

1. ALLEGED abuse or commission of an otherwise unlawful act with a student ~~or involvement in~~;

2. INVOLVEMENT IN OR SOLICITING a romantic relationship, or soliciting or engaging in sexual contact, **WITH A STUDENT;**

3. ENGAGING IN INAPPROPRIATE COMMUNICATIONS WITH A STUDENT; OR

4. FAILING TO MAINTAIN APPROPRIATE BOUNDARIES with a student.

Notice of Suspected Criminal Offense

Except as provided by state law regarding child abuse investigations, the District shall notify a parent not later than one business day after the date an employee first suspects that a criminal offense has been committed against the parent's child.

[See also FFG for reporting requirements related to child abuse and FFH for parental notification requirements regarding prohibited conduct as defined by that policy.]

DRAFT

Notice of Educator Misconduct

The board shall adopt a policy under which notice is provided to the parent or guardian of a student with whom a person employed by or acting as a service provider for the district is alleged to have engaged in the following misconduct:

1. The person abused or otherwise committed an unlawful act with a student or a minor, including by engaging in conduct that involves physical mistreatment or constitutes a threat of violence to a student or minor and that is not justified under Penal Code Chapter 9, regardless of whether the conduct resulted in bodily injury. *Education Code 22A.051(a)(2)(A)*

2. The person was involved in or solicited a romantic relationship with or solicited or engaged in sexual contact with a student or minor. *Education Code 22A.051(a)(2)(B)*

3. The person engaged in inappropriate communications with a student or minor, as defined by State Board for Educator Certification (SBEC) rule. *Education Code 22A.051(a)(2)(C)*

4. The person failed to maintain appropriate boundaries with a student or minor, as defined by SBEC rule. *Education Code 22A.051(a)(2)(D)*

The notice must inform the parent or guardian:

1. That the alleged misconduct occurred;

2. Whether the person was terminated following an investigation of the alleged misconduct or resigned before completion of the investigation; and

3. Whether a report was submitted to the Texas Education Agency or SBEC concerning the alleged misconduct.

The policy must require that information specified in item 1 above be provided as soon as feasible after the district becomes aware that alleged misconduct may have occurred.

Education Code 22A.053

[For the reporting requirements applicable to educator or service provider misconduct, see DHB.]

For purposes of this requirement, “service provider” means a person who provides services to a school district. The term includes, but is not limited to, a contractor or subcontractor, a tutoring provider, an entity that has entered into a contract to operate a district campus under Education Code 11.174, a staffing provider, or any person employed or controlled by any of these individuals or

entities that provides services to the district. *Education Code 22A.001*

Notice of Suspected Criminal Offense

A parent is entitled to notification not later than one school business day after the date a school district employee first suspects that a criminal offense has been committed against the parent's child, except as provided by Education Code 38.004 (child abuse investigations). *Education Code 26.008(a)(2)*

Depiction of Minors in Visual Material

"Bullying" has the meaning assigned by Education Code 37.0832. [See FFI]

Definitions

"Cyberbullying" has the meaning assigned by Education Code 37.0832. [See FFI]

"Harassment" has the meaning assigned by Education Code 37.001. [See FO]

"Sexual conduct" has the meaning assigned by Penal Code 43.25.

Programs

The Texas School Safety Center, in consultation with the office of the attorney general, shall develop programs for use by school districts that address:

1. The possible legal consequences, including criminal penalties, of sharing visual material depicting a minor engaged in sexual conduct;
2. Other possible consequences of sharing visual material depicting a minor engaged in sexual conduct, including:
    a. Negative effects on relationships;
    b. Loss of educational and employment opportunities; and
    c. Possible removal, if applicable, from certain school programs or extracurricular activities;
3. The unique characteristics of the Internet and other communications networks that could affect visual material depicting a minor engaged in sexual conduct, including:
    a. Search and replication capabilities; and
    b. Potentially worldwide audience;
4. The prevention of, identification of, responses to, and reporting of incidents of bullying; and
5. The connection between bullying, cyberbullying, harassment, and a minor sharing visual material depicting a minor engaged in sexual conduct.

A district shall annually provide or make available information on these programs to parents and students in a grade level the district considers appropriate. Each district shall provide or make available the information by any means the district considers appropriate.

Education Code 37.218

EL PASO INDEPENDENT SCHOOL DISTRICT

MEETING DATE: OCTOBER 12, 2026

 E.
  SCHOOL LEADERSHIP ITEMS

Board of Trustees
Executive Summary of Board Agenda Item

TITLE:
Approval of Interlocal Agreement for the Establishment and Operation of the El Paso County Juvenile Justice Alternative Education Program, Pursuant to Chapter 37 of the Texas Education Code, between El Paso, Ysleta, Anthony, Canutillo, Socorro, Fabens, San Elizario, Tornillo, and Clint Independent School Districts and El Paso County Juvenile Board and Approval of Associated Student Code of Conduct for 2026-2027 School Year

JUSTIFICATION STATEMENT:
To comply with Chapter 37 of Texas Education Code which requires expulsion for certain disciplinary offenses

PURPOSE OF AGENDA ITEM: Action

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Legal/Local Policy

STAFF RESPONSIBILE: Lisa Estrada-Batson, Senior Director SPS

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:
Strategic Lever I: Whole Child Development - El Paso ISD schools foster learning environments for the whole child to thrive.

SUMMARY:
The Board of Trustees is requested to approve the 2026-2027 Interlocal Agreement (to include Exhibits A through H) and the Student Code of Conduct for the Establishment and Operation of the El Paso County Juvenile Justice Alternative Education Program (JJAEP), pursuant to Chapter 37 of the Texas Education Code, between the El Paso, Ysleta, Anthony, Canutillo, Socorro, Fabens, San Elizario, Tornillo, and Clint Independent School Districts and El Paso County. Chapter 37 of the Texas Education Code requires expulsion for certain disciplinary offenses. Expelled El Paso ISD students will be served at the Cesar Chavez Academy in the Ysleta Independent School District through December 31, 2026. On August 24, 2026, the Ysleta Independent School District submitted notice of termination of services effective January 1, 2027. A new agreement with the successor service district is anticipated and will be presented for Board approval thereafter.

ADMINISTRATIVE RECOMMENDATION/MOTION:
It is recommended that the Board of Trustees approve the Interlocal Agreement for the Establishment and Operation of the El Paso County Juvenile Justice Alternative Education Program, Pursuant to Chapter 37 of the Texas Education Code, between the El Paso County Juvenile Board and the El Paso, Ysleta, Anthony, Canutillo, Socorro, Fabens, San Elizario, Tornillo, and Clint Independent School Districts, as well as the associated 2026–2027 Student Code of Conduct, as presented.

FUNDING SOURCE: ACCOUNT NO.:

FISCAL IMPACT AND COST:

IMPACT ON OTHER FUCTIONS/OPERATIONS:

CONSEQUENCES OF NON-APPROVAL:
El Paso ISD would be out of compliance as prescribed in Chapter 37 of the Texas Education Code for disciplinary expulsions.

IMPLEMENTATION TIMELINE:

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:
El Paso County JJAEP Interlocal Agreement for SY 2026-2027.pdf
EXHIBIT A - MANDATORY EXPULSION OFFENSE CODES.pdf
EXHIBIT B - JJAEP SCHOOL RECORDS REQUEST FORM.pdf
EXHIBIT C - JJAEP MONTHLY ACTIVITY REPORT (MAR).pdf
EXHIBIT D - EL PASO COUNTY JJAEP POLICIES PROCEDURES AND STANDARDS.pdf
EXHIBIT E - EL PASO COUNTY JJAEP STUDENT CODE OF CONDUCT (SCC).pdf
EXHIBIT F - JJAEP HR RECORDS AND CERTIFICATION FORM.pdf
EXHIBIT G - TJJD INCIDENT REPORT FORM.pdf
EXHIBIT G-1 TJJD INTERNAL INVESTIGATION REPORT FORM.pdf
EXHIBIT H - YISD 2026-2027 SCHOOL CALENDAR.pdf
EL PASO ISD SIGNATURE PAGE SY 2026-2027.pdf

IN THE STATE OF TEXAS
COUNTY OF EL PASO

INTERLOCAL AGREEMENT FOR THE ESTABLISHMENT AND OPERATION OF THE EL PASO COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM PURSUANT TO CHAPTER 37 OF THE TEXAS EDUCATION CODE

This Interlocal Agreement is made by and between the El Paso County Juvenile Board, hereinafter referred to as the "**Board**", and the Ysleta Independent School District, hereinafter referred to as "YISD", and the Ysleta Board of Trustees, hereinafter referred to as the "**YISD Board**"; and the following school districts: El Paso Independent School District, Anthony Independent School District, Canutillo Independent School District, Socorro Independent School District, Fabens Independent School District, San Elizario Independent School District, Tornillo Independent School District, and Clint Independent School District, hereinafter collectively referred to as the "**Districts**" and individually as a "**Participating District**." These parties enter into this Agreement for the purpose of establishing their respective responsibilities for the operation of the Juvenile Justice Alternative Education Program ("**JJAEP**"). Nothing in this Agreement shall be construed to create a direct contractual relationship between any Participating District and YISD in its capacity as the provider of JJAEP educational services.

1. PURPOSE

The purpose of this Agreement is to provide for the establishment, by the Board, of a JJAEP approved by the Texas Juvenile Justice Department ("**TJJD**") and operated by the YISD, for eligible students of the Participating Districts, as permitted by Texas Education Code § 37.011(e). This Agreement serves to establish a unified system of operational, programmatic, and educational standards for the JJAEP as required under Texas Education Code § 37.011(e) and Title 37, Texas Administrative Code, Chapter 348. The JJAEP shall serve only students enrolled in the Participating Districts who have been expelled from school for conduct for which expulsion is mandatory under Texas Education Code § 37.007(a), (d), and (e). The El Paso County Juvenile Probation Department shall administer funding for such placements in accordance with applicable TJJD requirements. The El Paso County JJAEP is dedicated to providing a safe, inclusive, and productive educational environment for these students, with the academic mission of enabling them to perform at grade level while empowering them to achieve both academic and personal development.

The program shall be located at YISD's Cesar Chavez Academy, 7814 Alameda Avenue, El Paso, Texas, 79915 ("**JJAEP Campus**"), unless relocated pursuant to Section 25 of this Agreement ("**Change of Campus Location**").

2. DUTIES OF THE JUVENILE BOARD AND JJAEP ADMINISTRATOR

For purposes of this Agreement, the Diversionary and JJAEP Programs Supervisor of the El Paso County Juvenile Probation Department, or his/her designee, shall serve as the JJAEP Administrator

and shall be responsible for performing all duties assigned to the JJAEP Administrator under this Agreement and applicable TJJD standards.

For the provision of JJAEP services, and in consideration of YISD's operation of the educational component of the JJAEP, the Juvenile Board, by and through the County of El Paso, agrees to compensate YISD at the daily rate approved by TJJD for each YISD or Participating District student enrolled in the JJAEP. Payments shall be made using state-appropriated funds from TJJD for the applicable school year, along with any pass-through funding provided by the Participating Districts. TJJD funding may also include settle-up funds resulting from unexpended year-end balances. It is understood by YISD that the daily rate of compensation for educational services is determined by the State of Texas and may be subject to change throughout the year. Payments shall be made to the attention of YISD's Chief Financial Officer on a quarterly basis, with the first payment due on or before December 15 of the applicable school year. All amounts due under this Agreement shall be paid no later than sixty (60) days following the conclusion of the respective school year.

The Board and the JJAEP Administrator shall monitor program compliance and performance. An annual JJAEP Performance Review shall be conducted following the conclusion of each school year and prior to the start of the subsequent school year to evaluate the effectiveness of the JJAEP. Additionally, an annual JJAEP Management Review of operational practices shall be completed. The JJAEP Administrator shall provide copies of both reports to the YISD School Board President, Trustees, and Superintendent within thirty (30) days following review by the Juvenile Board.

3. DUTIES OF YISD AND THE DISTRICTS

YISD shall provide the facilities, personnel, and services necessary to operate the JJAEP on behalf of the Board in accordance with the Texas Administrative Code, Chapter 348 and the Texas Education Code § 37.011(e). The educational components of the JJAEP shall be subject to the policies adopted by the YISD Board. YISD shall implement the programmatic and procedural components of the JJAEP as outlined in the El Paso County Juvenile Probation Department's JJAEP Policies, Procedures, and Standards, as well as the applicable requirements of Title 37, Texas Administrative Code, Chapter 348. Based on current building code capacity limitations, YISD shall not be required to enroll more than thirty (30) students in the JJAEP at any one time one time ("**capacity**").

YISD agrees to continue providing the personnel and services necessary to operate the JJAEP, including the implementation of a Continuity of Operations Plan ("**C.O.O.P.**") to ensure uninterrupted educational services in accordance with the Texas Education Code, Texas Education Agency requirements, Title 37, Texas Administrative Code, Chapter 348, the Texas Juvenile Justice Department standards, guidance from the Department of Public Health, and directives issued by the Local Health Authority. The C.O.O.P. must address potential modifications to JJAEP educational services in the event of a pandemic, natural disaster, or other emergency affecting normal operations. YISD further agrees to provide a copy of the YISD JJAEP Plan of Action prior to the start of the 2026-2027 school year. This plan shall include details regarding instructional delivery methods (synchronous, asynchronous, traditional, hybrid, or online), student and staff safety procedures, transportation procedures, meal service procedures, student search procedures, attendance

recordkeeping procedures, and other operational components necessary to maintain continuity of services. YISD shall provide updates to the JJAEP Plan of Action as revisions occur throughout the school year.

Each Participating District, including YISD, agrees to comply with the requirements of this Agreement, the El Paso County Juvenile Probation Department's JJAEP Policies, Procedures, and Standards, and the applicable provisions of the Texas Administrative Code in support of the successful transition of students to and from the JJAEP.

4. TERMS OF PLACEMENT DUE TO EXPULSION

To be eligible for expulsion and subsequent placement in the JJAEP, a Participating District must expel a student who commits a mandatory expulsion offense as defined under Texas Education Code § 37.007(a), (d), or (e), regardless of whether the offense occurred on or off school property. A complete list of applicable **MANDATORY EXPULSIONS OFFENSE CODES** is included in (**EXHIBIT "A")**, attached hereto. Furthermore, to be accepted for placement in the JJAEP, the student must be expelled for a minimum of seventy-five (75) school days. The maximum expulsion term shall not exceed one hundred eighty (180) school days, except in cases involving a firearm, for which the maximum term shall be one (1) calendar year. Expulsion terms beyond one (1) calendar year may only occur in accordance with applicable state law and Participating District policy. While Texas Education Code § 37.011(k)(3) permits placement in a JJAEP based on serious misbehavior, as defined in Texas Education Code § 37.007(c), the Board and YISD shall only accept students who have been expelled for mandatory offenses listed in Exhibit A.

To be placed in JJAEP, a student must be at least ten (10) years of age and enrolled in the sixth (6th) grade or higher. Prior to making a JJAEP placement recommendation, the Participating District shall consider all applicable mitigating factors, exhaust all appeals, and explore all available Disciplinary Alternative Education Programs (DAEP) placements options. The Participating District acknowledges and agrees that eligible elementary students who are ten (10) years of age and enrolled in the sixth (6th) grade may be placed at Cesar Chavez Academy's Middle School and receive educational services alongside middle school students. Such placement shall not exceed twenty (20) school days, and enrollment of any elementary school student shall not require YISD to add or reassign staff to meet teacher-to-student ratios at secondary level. All Participating Districts acknowledge and accept that YISD may, but is not required to, separate middle school students from high school students enrolled in the JJAEP.

The Participating District shall provide a copy of the expulsion notice and all required documentation to the El Paso County Juvenile Probation Department pursuant to Texas Education Code § 37.007 and the Texas Family Code § 52.041 no later than two (2) school days after the final appeal hearing has concluded and the expulsion has been upheld. Failure to provide the required documentation shall result in the student remaining in the Participating District's Disciplinary Alternative Education Program. The expulsion packet must include the expulsion notice, parent/guardian notification, and the following student information: student name, date of birth, student ID number, TSDS number, Law Enforcement Agency (LEA) report number, expulsion term with specific end date, review date,

and any applicable special program documentation, including Special Education or Section 504 records.

Upon formal acceptance into the JJAEP by the JJAEP Administrator or Designee, the Participating District shall immediately provide all required school withdrawal and educational records, including transcripts and any special education documents, to the JJAEP Campus. This will facilitate the development of an appropriate educational plan within three (3) school days of the JJAEP acceptance. Required school records are outlined in the **JJAEP SCHOOL RECORDS REQUEST FORM (EXHIBIT "B").**

The Participating District and the JJAEP Campus shall collaborate to ensure completion of the JJAEP intake process within seven (7) to ten (10) school days following formal acceptance. This process is intended to minimize delays in a student's attendance or access to educational services. Although a student may be accepted into the JJAEP, actual enrollment may be delayed due to capacity limitations or other special circumstances. In such cases, the parties shall provide a minimum of three (3) school days advance notice prior to the scheduled intake. If a student remains in the sending district's DAEP while pending intake or while on the JJAEP waiting list, those days shall be credited towards the student's JJAEP total placement term.

If a student is expelled and accepted into the JJAEP but does not enroll due to withdrawal by a parent/guardian, the student shall remain eligible for JJAEP placement upon re-enrollment in a local school district. However, the expelling school district must hold a new expulsion hearing, issue a new expulsion order, and submit a complete expulsion packet before placement may occur. Participating Districts shall adhere to the guidelines established under Texas Education Code §§ 37.302, 37.303, 37.304, 37.305, 37.306, 37.307, 37.308, 37.309, 37.310, and 37.311 for students placed in a JJAEP as a result of an offense requiring sex offender registration. Additionally, all Participating Districts shall also adhere to the expulsion term guidelines outlined in this Agreement.

In the event that JJAEP enrollment reaches ninety (90%) of its approved capacity, a waiting list shall be established for consideration of additional placements. While on the waiting list, Participating Districts may assign expelled students to their respective DAEPs. Students shall be accepted into the JJAEP in the order they are placed on the waiting list, provided that a minimum of forty-five (45) school days remain in the student's expulsion term. Students expelled for acts of violence or firearm-related offenses shall be given priority placement on the waiting list and may be accepted into the JJAEP up to the approved capacity limit.

The JJAEP shall not accept new referrals within the last three (3) weeks of YISD's instructional school year. Referrals submitted during this period may be denied placement or, at the discretion of the JJAEP Administrator, considered for placement during the following academic year. In either case, the referred student shall remain the responsibility of the Participating District, which shall continue placement in its DAEP until the student is formally accepted into the JJAEP.

Students who engage in conduct during the summer break that would otherwise qualify for mandatory expulsion and placement in the JJAEP under Texas Education Code § 37.007(a), (d), or

(e) may be considered for placement in the JJAEP during the subsequent school year. In such cases, the Participating District shall conduct all required disciplinary proceedings and submit the required referral documentation to the JJAEP Administrator. Placement shall be subject to the eligibility requirements, capacity limitations, and enrollment procedures established by this Agreement.

5. SPECIAL CIRCUMSTANCES AFFECTING LENGTH OF PLACEMENT

YISD agrees to provide capacity for up to thirty (30) students at the JJAEP. However, the Parties agree that special circumstances may arise if the JJAEP reaches ninety percent (90%) of its capacity, or if any single Participating District accounts for more than sixty-seven percent (67%) of total student enrollment. Under such conditions, YISD may limit the length of an individual student's placement at the JJAEP to a maximum of one hundred (100) school days, with the required seventy-five (75) placement review held at an earlier date mutually agreed upon by the JJAEP Administrator and the Participating District. These placement limitations shall not apply to students expelled for offenses involving firearms or those who, as determined by the Participating District and with the concurrence of the JJAEP Administrator, pose an ongoing threat to the safety of other students or district employees. In the event a student enrolled in the JJAEP commits an infraction that violates the YISD or JJAEP Student Code of Conduct, YISD reserves the right to take disciplinary action in accordance with the JJAEP Student Code of Conduct. Such action may result in an extension of the student's term of expulsion and continued placement at the JJAEP.

6. TERMS OF EXIT

A student shall be exited from the JJAEP upon the earliest occurrence of any of the following: completion of court-ordered supervision or deferred prosecution terms and conditions, completion of the expulsion term that resulted in the student's placement in the JJAEP, a decision by the Participating District to remove the student from JJAEP placement following a review hearing, decline or dismissal of the charge associated with the student's JJAEP placement by the Court or Prosecutor, withdrawal from the JJAEP by the student's parent/guardian, or withdrawal due to "Inactive" Status following thirty (30) consecutive school days on non-attendance. Except in cases where a parent, guardian, or custodian initiates the withdrawal, the JJAEP shall notify the student's parent, guardian, or custodian in writing of the student's withdrawal prior to the effective date of withdrawal, unless the withdrawal date is not known in advance. The JJAEP shall maintain documentation of such notification.

The Participating District agrees to attend and collaborate with YISD in the JJAEP Exit Transition Meeting to jointly develop a written exit plan and transition plan to support the student's reintegration into his or her home school. The transition planning shall include an academic review consisting of courses attended, credits earned and pending, attendance records, discipline reports, identified follow-up areas, state assessment, and IOWA skills test scores (Pre and Post). As part of the JJAEP Exit Transition Meeting, the Participating District agrees to initiate the student's return schedule, identify strategies to be implemented upon reentry to the home school, and coordinate support through the Communities In Schools (if applicable), the graduation coach, at-risk coordinator, counselor, or other designated staff responsible for re-entry services. To ensure a smooth transition and support long-term success, the JJAEP Exit Transition Meeting shall occur prior to the student's

withdrawal from the JJAEP and shall include the student's home campus administrator or designee, YISD campus administrator or designee, the assigned Juvenile Probation Officer or JPD representative, the student, and the student's parent or guardian.

For students expelled and placed in the JJAEP for a term of seventy-five (75) school days or more, Participating Districts agree to attend a placement review as requested by the JJAEP to evaluate eligibility for early removal based on academic progress, behavioral performance, successful participation in programming, and other relevant factors. Placement reviews may occur at any time during the student's placement in the JJAEP. On a case-by-case basis, the JJAEP may also conduct placement reviews for returning students who were carried over from the previous school year and are being considered for an early release due to demonstrated progress or other qualifying circumstances. The JJAEP shall facilitate such placement review hearings and coordinate efforts with the student's home district and campus.

For students expected to satisfy all graduation credit requirements and state-mandated graduation requirements while enrolled in the JJAEP, the Participating District shall collaborate with YISD to ensure the student is provided with the opportunity to graduate on time. This collaboration shall include verification of the student's academic status, coordination of final credit evaluations, provision of all necessary documentation, and assistance with graduation-related planning. Because the JJAEP does not award diplomas or conduct graduation ceremonies, students who become eligible for graduation while enrolled in the JJAEP shall be returned to their home campus or otherwise released to the Participating District for graduation purposes. The Participating District shall be responsible for verifying graduation eligibility, awarding credit, issuing the diploma, and facilitating the student's participation in all applicable graduation activities and ceremonies.

The Participating District and YISD shall work collaboratively to ensure all necessary supports are in place to facilitate the successful completion of the student's high school education and transition from the JJAEP.

Each Participating District acknowledges that student reintegration procedures may vary based on local district policy, administrative guidelines, and individual student circumstances. Unless otherwise determined by the Participating District, students exiting the JJAEP shall return to their home campus. However, the Participating District may consider placement at an alternative campus, transfer to another school within the district, or other educational placement deemed appropriate to support the student's successful transition, continued academic progress, and overall educational needs.

7. CURRICULUM AND ATTENDANCE

YISD shall provide a JJAEP to serve students referred by YISD and Participating Districts. The JJAEP shall operate in full compliance with all applicable requirements under Chapter 37 of the Texas Education Code, rules adopted by the State Board of Education, Chapter 348 of the Texas Administrative Code, and the Texas Juvenile Justice Department. This includes, but is not limited to, providing a curriculum in English Language Arts, Mathematics, Science, Social Studies, Self-

Discipline, and a High School Equivalency Program that meets the requirements of Texas Administrative Code, Chapter 348.206 (b)(3), as well as administering assessment instruments in accordance with Subchapter B, Chapter 39 (State Assessment) of the Texas Education Code. All students enrolled in the JJAEP shall participate in statewide assessments as required under Section 39.023 of the Texas Education Code. YISD and the Participating Districts agree to the use of the online version of the Iowa Test of Basic Skills (ITBS), a nationally standardized achievement test, and the development of an individualized academic plan based on ITBS results to meet each student's educational needs. Students enrolled in the JJAEP for a minimum of seventy-five (75) school days shall be administered a pre-test within ten (10) school days of enrollment. Students enrolled for at least sixty-five (65) school days shall be administered a post-test prior to exiting the JJAEP.

YISD shall collaborate with students and their parents/guardians to review academic progress at least twice during the student's JJAEP placement and to establish a specific graduation plan for high school students. At a minimum, academic reviews shall be conducted at the time of the JJAEP Intake and during the JJAEP Exit Transition Meeting. During the intake meeting, YISD shall require the participation and input of the student's corresponding counselor, assistant principal, or other designated representative from the Participating District to support decisions regarding grade retention or promotion in accordance with applicable law and YISD policy. YISD reserves the right to conduct additional transition or grade placement conferences when necessary to determine appropriate grade promotion, particularly for students placed in the JJAEP near the conclusion of the school year.

The JJAEP shall operate for a minimum of seven (7) hours per instructional day over one hundred eighty (180) school days, totaling at least 75,600 instructional minutes annually. Instructional minutes may include lunch periods and transition time but shall not include early release days, inclement weather days, or other approved waiver days. A JJAEP student shall be considered present for attendance purposes when the student attends at least four (4) hours of instructional time in a school day. Attendance shall be documented and verified through daily sign-in sheets and official attendance records for each enrolled JJAEP student. A student may be placed on inactive status when the student is detained or incarcerated, absent for a minimum of ten (10) consecutive school days, reported as a runaway, experiencing an extended illness or medical condition, or admitted to an inpatient treatment facility. Time spent on inactive status shall not be counted as either absent or present for JJAEP reporting purposes. Students who remain on inactive status for thirty (30) consecutive school days shall be withdrawn from the JJAEP on the thirty-first (31st) consecutive inactive day. The Participating District shall be notified in writing when a student is placed on inactive status and again prior to the student's withdrawal from the JJAEP due to exceeding the thirty (30) consecutive school days inactive status limit.

The JJAEP shall provide the El Paso County Juvenile Probation Department with monthly attendance records for all enrolled students. YISD agrees to complete and submit the **JJAEP MONTHLY ACTIVITY REPORT (MAR) (EXHIBIT "C")** no later than the third (3rd) calendar day of each month. If the third (3rd) calendar day falls on a weekend or holiday, the report shall be submitted on the next business day. YISD acknowledges that subsequent payments under this Agreement are contingent upon the data reported in the JJAEP attendance records and the Monthly Activity Report (MAR).

Participating Districts agree to invite a representative of the JJAEP Campus to attend the student's ARD or section 504 Committee meeting as a non-consensus participant. The Participating District shall provide reasonable advance notice of the meeting to both the JJAEP Campus Administrator and the JJAEP Administrator. As such, the JJAEP Campus Administrator or designee shall make reasonable efforts to attend such meetings, as participation is critical to planning for the student's educational, behavioral, and related service needs and ensuring continuity of services upon placement in the JJAEP.

For all students receiving special education services who are placed in the JJAEP, the Participating District shall provide the JJAEP with a complete copy of the student's most recent Admission, Review, and Dismissal (ARD) report. This documentation must include the full and current ARD meeting report, the manifestation determination ARD documentation, and the most recent special education eligibility evaluation.

The Participating District shall remain responsible for ensuring compliance with all procedural safeguards and requirements under IDEA and Section 504 during the student's placement in the JJAEP. If JJAEP staff suspect that a student who has not previously been identified under IDEA may be eligible for special education services, the JJAEP shall promptly notify and refer the student to the student's home district for consideration of an evaluation in accordance with applicable state and federal laws and regulations. The home district shall retain responsibility for conducting the evaluation and determination eligibility.

9. ENGLISH AS A SECOND LANGUAGE (ESL) SERVICES

The JJAEP, in collaboration with the student's sending Participating District, shall ensure that students identified as Emergent Bilingual (EB) or students eligible for English as a Second Language (ESL) services receive instructional support and accommodations appropriate to their language proficiency needs. The determination of eligibility, placement, accommodations, and required language support services shall be made by the student's Language Proficiency Assessment Committee (LPAC) in accordance with applicable federal and state laws. Such determination must be supported by documented assessment data and reflected in the student's educational records.

The Sending Participating District shall provide the JJAEP with copies of all current LPAC documentation, language proficiency assessment results, accommodation plans, and any other records necessary to ensure continuity of services upon the student's enrollment in the JJAEP. All LPAC decisions and service plans shall be maintained in the student's educational record and implemented by the JJAEP to the extent required by law.

10. TRANSPORTATION SERVICES

Transportation of students attending the JJAEP shall be the sole and exclusive responsibility of the student's Sending Participating District. Under no circumstances shall the JJAEP or the Educational Fiscal Agent be responsible for transporting students referred by Participating Districts. While YISD may elect to provide transportation for its own students to the JJAEP, YISD shall have no obligation to provide transportation to or from the JJAEP for students enrolled from other school districts. This

responsibility includes transportation required as a related service under a student's Individualized Education Program (IEP), Section 504 Plan, or any other educational service plan.

Before a student is recommended or referred for placement at the JJAEP, the Participating District must evaluate the student's access to reliable transportation and must develop a written transportation plan. This transportation plan is a required condition of placement and must be completed and confirmed prior to initiating the referral process. The transportation plan must acknowledge and align with the YISD's board approved instructional calendar **(EXHIBIT "H")**, including all professional development days, early release days, holiday closures, inclement weather delays or closures, intersessions, Spring Break, and the start and end of the instructional year. Participating Districts are solely responsible for making necessary adjustments to their transportation plans to account for any calendar differences or conflicts with YISD.

The Participating District shall be responsible for notifying the student's parents or guardians of the initial transportation plan prior to placement and for communicating any subsequent changes in a timely manner. If transportation issues arise after placement and interfere with the student's ability to attend the JJAEP, the Participating District shall promptly convene a meeting with the student's parent or guardian, JJAEP Administrator, and any other appropriate parties to develop corrective actions. If transportation barriers cannot be resolved within a reasonable period of time and continue to prevent regular attendance, the JJAEP Administrator may recommend the student's withdrawal from the JJAEP and return the student to the Participating District for alternative placement, educational services, or other action deemed appropriate by the Participating District.

11. POLICY, PROCEDURES, AND STUDENT CODE OF CONDUCT

YISD shall implement the programmatic, operational, and procedural components of the JJAEP in accordance with the **EL PASO COUNTY JJAEP POLICIES, PROCEDURES, AND STANDARDS**, attached hereto as **(EXHIBIT "D").** All references within Exhibit D to the "JJAEP Campus" shall refer specifically to the YISD's JJAEP Campus, including its operations and staff, unless the context clearly indicates otherwise. YISD shall establish, implement, and enforce the **EL PASO COUNTY JJAEP STUDENT CODE OF CONDUCT (EXHIBIT "E")** as a supplement to, but not a replacement for, the YISD Student Code of Conduct. This requirement is consistent with Texas Education Code § 37.001 and mandated by Texas Education Code § 37.011(c).

YISD, the JJAEP Campus, the JJAEP Administrator, and representatives of the Participating Districts agree to actively participate in collaborative efforts to support the effective operation of the JJAEP. Such efforts shall include, at a minimum, quarterly meetings to review program performance, discuss areas of concern, provide updates, address challenges, evaluate compliance requirements, consider legislative or regulatory changes affecting the JJAEP, and identify opportunities for program improvement. The parties further agree that these collaborative conversations may be used to review and recommend revisions to the El Paso County JJAEP Policies, Procedures, and Standards, the El Paso County JJAEP Student Code of Conduct, and the El Paso County JJAEP Interlocal Agreement. All such documents must be approved by the El Paso County Juvenile Board, the YISD Board of Trustees, and the School Boards of all Participating Districts, and must be

submitted to the Texas Juvenile Justice Department (TJJD) in accordance with applicable regulations.

12. JJAEP EDUCATIONAL STAFF

JJAEP educational staff shall be employees of YISD and shall be subject to all applicable YISD personnel policies, procedures, and the YISD Employee Code of Conduct. YISD further agrees to comply, as its sole expense, with Section 22.0834 of the Texas Education Code ("Criminal History Record Information Review of Certain Contract Employees"), along with applicable rules adopted by the Texas Commissioner of Education, High School/College Board policies, and other related regulations. YISD shall certify that all employees assigned to the JJAEP, including "Covered Employees" do not possess a "Disqualifying Criminal History" as defined under applicable law. YISD shall ensure that all JJAEP staff, including temporary, seasonal, substitute employees, and volunteers have successfully completed and passed a criminal background check **prior to having any "direct" contact with JJAEP students**. YISD agrees that all assigned JJAEP employees (including substitutes that will work within a JJAEP for six (6) weeks or more) shall attend both the JJAEP New Employee Orientation and the JJAEP Annual Refresher Training, as applicable.

YISD agrees to complete the **JJAEP HR RECORDS AND CERTIFICATION FORM (EXHIBIT "F")** for each employee assigned to work with JJAEP students. YISD will provide verification that all required certifications are current and that the employee has completed the necessary training as required by this agreement. The form must be completed and signed by an authorized Human Resources representative certifying that the employee meets all qualifications for the position held. For returning YISD employees, the **JJAEP HR RECORDS AND CERTIFICATION FORM (EXHIBIT "F")** shall be re-certified annually and submitted to the Juvenile Probation Department no later than October 15 of each school year. YISD shall promptly notify the JJAEP Administrator of any personnel changes affecting JJAEP staffing, including resignations, terminations, extended leaves of absence, or changes in assignment.

In accordance with Texas Administrative Code, Chapter 348.200(g)(4), YISD shall maintain adequate staffing and supervision levels necessary to ensure the safe and effective operation of the JJAEP. All JJAEP employees, including long-term substitutes assigned for six (6) weeks or more, who do not meet the "professional" designation (e.g., certified teachers, student aides, paraprofessionals, nurses, physicians, commissioned law enforcement officers) must maintain current certifications in Crisis Prevention Intervention (CPI), Cardiopulmonary Resuscitation (CPR), and First Aid through training approved and provided by YISD. Teacher aides and Communities in School (CIS) Coordinators are exempt from obtaining the Community Activities Officer (CAO) certification requirement, as they are not employed by a juvenile probation department or juvenile facility.

Pursuant to Texas Administrative Code § 350.100, the JJAEP is considered a Juvenile Justice Program. As such, all YISD personnel assigned to the JJJAEP must comply with the standards set forth in Texas Administrative Code, Chapter 358 regarding the identification, reporting, and investigation of abuse, neglect, exploitation, death, and serious incidents. YISD shall ensure that all JJAEP staff, including administrators, are trained in these standards and fully understand the timelines and procedures for reporting. Additionally, all staff must adhere to the Prison Rape Elimination Act

(PREA) and uphold a strict zero-tolerance policy regarding any form of physical, emotional, or sexual abuse.

In the event of a reportable incident, YISD personnel shall immediately comply with all reporting requirements established by the Texas Juvenile Justice Department. This includes completing and submitting the **TJJD INCIDENT REPORT FORM (EXHIBIT "G")** and, when applicable, the **TJJD INTERNAL INVESTIGATION REPORT FORM (EXHIBIT "G-1")**. All required reports and supporting documentation shall be submitted to TJJD through designated reporting channels, including the Abuse and Neglect Reporting Hotline at 1-877-786-7263 and abuseneglect@tjjd.texas.gov, as well as to the Juvenile Probation Department and any other agency required by law. YISD shall also notify local law enforcement whenever required under Chapter 348 and 358 of the Texas Administrative Code or any other applicable law. The JJAEP Administrator and the Juvenile Probation Department shall be notified of any reportable incident immediately upon discovery, but no later than the next business day. YISD shall cooperate fully with any investigation conducted by TJJD, the Juvenile Probation Department, law enforcement, Department of Family and Protective Services, or any other authorized entity.

13. RECORDS AND RETENTION

YISD shall maintain, and make available for inspection, audit, or reproduction by an authorized representative of El Paso County, the El Paso County Juvenile Probation Department, the State of Texas, or the Federal Government, all books, documents, and other records pertaining to the costs and expenses of operating the JJAEP under this Agreement, hereinafter called the "Records". These records shall be maintained and retained for a minimum of seven (7) years following the end of the contract period. If any litigation, claim, or audit involving these "Records" is initiated before the end of the seven (7) year period, YISD shall retain the "Records" until all such matters are resolved or until the seven (7) year period ends, whichever is later.

14. SUPPLEMENTARY PROGRAM FUNDING

Each Participating District agrees to allow and support YISD in applying for any available federal, state, local, or private grant funding for which the JJAEP may be eligible. Participating Districts shall reasonably cooperate with YISD by providing information, certifications, assurances, or other documentation necessary to complete grant applications or fulfill grant requirements. Any supplemental funding received for the JJAEP shall be used in a manner consistent with the requirements and restrictions of the applicable funding source. To the extent permitted by law and grant conditions, such funds shall first be used to offset educational and operational costs associated with providing JJAEP services to Participating Districts, including YISD. Any remaining funds may be used to enhance, expand, improve, or sustain JJAEP operations, programming, staffing, technology equipment, training, facility improvements, or other initiatives that support the educational, behavior, and rehabilitative mission of the JJAEP.

15. EFFECTIVE DATE

This Agreement shall become effective on August 3, 2026, regardless of the date of execution by the parties. The parties agree that the authorized signature of any additional Participating District joining this Agreement by counterpart shall constitute a binding commitment and shall be effective as to all signatories once executed by YISD.

16. TERMINATION

This Agreement shall remain in effect through August 2, 2027, unless earlier terminated in accordance with the provisions of this Agreement. Either the "Board" or "YISD" may terminate this Agreement by providing ninety (90) calendar days' written notice of termination. Notice of termination by either the Board or YISD shall take effect no earlier than the 90-day notice period, on the date indicated in the notice letter.

Notice of termination by any Participating District shall apply solely to that district and shall take effect at the conclusion of the then-current contract year. The Agreement may be renewed for a maximum of two (2) additional one (1) year terms upon written agreement by the YISD and the El Paso County Juvenile Board.

YISD, the Participating Districts, and the Juvenile Board acknowledge that revisions to the El Paso County JJAEP Policies, Procedures and Standards, the JJAEP Student Code of Conduct, or this JJAEP Interlocal Agreement, may be necessary from time to time. Any such revisions shall be made in accordance with applicable law and shall become effective upon approval by the El Paso County Juvenile Board and YISD.

17. NOTICE

All notices under this Agreement shall be sent by certified mail, return receipt requested, to the individuals identified in the **CONTACT LISTING** enclosed and incorporated herein **(APPENDIX "A")**. Any Participating District joining the Agreement by counterpart shall also identify a designated representative for notice purposes.

18. SEVERABILITY

If any provision of this Agreement is found to be illegal or unenforceable, such provision shall be severed, and the remainder of the Agreement shall remain in full force and effect.

19. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding between the parties concerning the subject matter herein. All prior negotiations, representations, understandings, and agreements, whether oral or written, are hereby superseded and merged into this Agreement.

20. INSPECTION OF RECORDS

Upon reasonable request, all "Records" maintained by YISD under this Agreement shall be available for inspection at a mutually agreed-upon time, subject to applicable privacy laws including the Family Educational Rights and Privacy Rights Act (FERPA) as outlined in Title 20 of the United States Code § 1232(g), and the Texas Government Code Chapter 552, Public Information Act. The requesting party shall bear the cost of any such inspection or copying.

21. EXECUTION

This Agreement may be executed jointly or in counterparts. The signature of an authorized representative of any Participating District, whether or not named herein, shall constitute a binding commitment, provided that the Agreement is also executed by YISD**.**

22. EQUAL EMPLOYMENT POLICIES

YISD affirms that it is an equal opportunity employer and does not discriminate on the basis of race, color, national origin, religion, sex, disability, genetic information, or age in its programs, activities, or employment.

23. FAILURE TO PAY

In the event the Board fails to make timely payments to YISD under the terms and conditions of this Agreement within the times set forth herein, YISD may terminate this Agreement, but only if the Board has failed to make such payments following thirty (30) days' written notice to cure from YISD. YISD may not terminate this Agreement after giving such notice unless YISD has first made itself available to meet with the Board to attempt in good faith to resolve the matter.

24. IMMUNITY

Nothing herein shall waive or reduce the sovereign immunity of the parties hereto or broaden the limited waiver of immunity provided by the Texas Tort Claims Act (TTCA) and the Texas Education Code § 37.011(o).

25. CHANGE OF CAMPUS LOCATION

YISD shall provide written notice to the Juvenile Board of any change in the physical location of the JJAEP Campus at least thirty (30) calendar days prior to the effective date of the relocation whenever reasonably practicable. If advance notice is not reasonably possible, notice shall be provided as soon as possible. A change in campus location shall not require an amendment to this Agreement.

26. CONFLICT RELATED DOCUMENTS

In the event of any conflict, inconsistency, or ambiguity among the provisions of this Agreement, its exhibits, attachments, policies, procedures, or related documents, the following order of precedence shall apply: Applicable federal, state, and local regulations, this Agreement and any duly approved

amendments, the El Paso County Juvenile Probation Department JJAEP Policies, Procedures, and Standards, and the El Paso County JJAEP Student Code of Conduct.

To the extent possible, all documents shall be interpreted in a manner that gives effect to each provision and promotes compliance with applicable law.

APPENDIX A

YISD INTERLOCAL SY 2026-2027
CONTACTS AND ADDRESS INFORMATION

School District	Address
Clint Independent School District Jennifer Parker, Board President	14521 Horizon Boulevard El Paso, Texas 79928
Fabens Independent School District Luis “Charlie” Estrada, Board President	821 NE "G" Avenue Fabens, Texas 79838
San Elizario Independent School District Eduardo Chavez, Board President	1050 Chicken Ranch Road San Elizario, Texas 79849
Socorro Independent School District Michael A. Najera, Board President	12440 Rojas Drive El Paso, Texas 79928
Tornillo Independent School District Marlene Bullard, Board President	19200 Cobb Avenue Tornillo, Texas 79853
Ysleta Independent School District Carlos Bustillos, Board President	9600 Sims Drive El Paso, Texas 79925
El Paso Independent School District Leah Hanany, Board President	1014 N. Stanton Street El Paso, Texas 79902
Anthony Independent School District Angel J. Cuellar, Board President	840 6th Street Anthony, Texas 79821
Canutillo Independent School District Sergio Martinez, Board President	7965 Artcraft Road El Paso, Texas 79932
El Paso County Juvenile Probation Department Rosie Medina, Chief Juvenile Probation Officer	6400 Delta Drive El Paso, Texas 79905
El Paso County Juvenile Board Honorable Selina Saenz, Chairperson	500 E. San Antonio Avenue, Suite 1105 El Paso, Texas 79901

JJAEP SY 2026-2027 INTERLOCAL EXHIBIT LISTING:

EXHIBIT A - MANDATORY EXPULSIONS OFFENSE CODES

EXHIBIT B - JJAEP SCHOOL RECORDS REQUEST FORM

EXHIBIT C - JJAEP MONTHLY ACTIVITY REPORT (MAR)

EXHIBIT D - EL PASO COUNTY JUVENILE PROBATION DEPARTMENT JJAEP POLICIES, PROCEDURES, AND STANDARDS

EXHIBIT E - EL PASO COUNTY JJAEP STUDENT CODE OF CONDUCT (SCC)

EXHIBIT F - JJAEP HR RECORDS AND CERTIFICATION FORM

EXHIBIT G - TJJD INCIDENT REPORT FORM

EXHIBIT G-1 - TJJD INTERNAL INVESTIGATION REPORT FORM

EXHIBIT H - YISD 2026-2027 SCHOOL CALENDAR

IN WITNESS WHEREOF, THE PARTIES EXECUTE THIS AGREEMENT:

EL PASO COUNTY JUVENILE BOARD

By: Selina Saenz
Honorable Judge Selina Saenz
65th District Court

Date: July 16, 2026

APPROVED AS TO CONTENT:

Rosie Medina
Chief Juvenile Probation Officer, Rosie Medina

7-21-26
Date

IN WITNESS WHEREOF, THE PARTIES EXECUTE THIS AGREEMENT:

ATTEST: **YSLETA INDEPENDENT SCHOOL DISTRICT**

By:_____ By:_____
Connie Woodruff, Board Secretary Carlos Bustillos, Board President

Date:_____ Date:_____

Chief Counsel for YISD

By:_____ Date:_____
Priscilla Mata

JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM (JJAEP)

MANDATORY OFFENSES - SY 2026-2027

Offense Description	Offense Type
Unlawful Weapon: Handgun [PC 46.02(a)]	Mandatory
Unlawful Weapon: Location-Restricted Knife [PC 46.02(a-4)] (For students who are under the age of 18)	Mandatory
Prohibited Weapon: Explosive Weapon [PC 46.05(a)(1)(A)]	Mandatory
Prohibited Weapon: Machine Gun [PC 46.05(a)(1)(B)]	Mandatory
Prohibited Weapon: Short-Barrel Firearm [PC 46.05(a)(1)(C)]	Mandatory
Prohibited Weapon: Armor-Piercing Ammunition [PC 46.05(a)(2)]	Mandatory
Prohibited Weapon: Chemical Dispensing Device [PC 46.05(a)(3)]	Mandatory
Prohibited Weapon: Zip Gun [PC 46.05(a)(4)]	Mandatory
Prohibited Weapon: Tire Deflation Device [PC 46.05(a)(5)]	Mandatory
Prohibited Weapon: Improvised Explosive Device [PC 46.05(a)(6)]	Mandatory
Aggravated Assault [PC 22.02]	Mandatory
Sexual Assault [PC 22.011]	Mandatory
Aggravated Sexual Assault [PC 22.021]	Mandatory
Arson [PC 28.02]	Mandatory
Murder [PC 19.02]	Mandatory
Capital Murder [PC 19.03]	Mandatory
Attempted Murder or Capital Murder [PC 15.01]	Mandatory
Indecency with a Child [PC 21.11]	Mandatory
Kidnapping [PC 20.03]	Mandatory
Aggravated Kidnapping [PC 20.04]	Mandatory
Robbery [PC 29.02]	Mandatory
Aggravated Robbery [PC 29.03]	Mandatory
Manslaughter [PC 19.04]	Mandatory
Criminally Negligent Homicide [PC 19.05]	Mandatory
Continuous Sexual Abuse of Young Child or Disabled Individual [PC 21.02]	Mandatory
Felony Drug Offense (excluding Marijuana or THC) [HSC 481]	Mandatory
Burglary [PC 30.02]	Mandatory
Assault Causing Bodily Injury to School Employee or Volunteer [PC 22.01(a)(1)]	Mandatory
Exhibit, Use, or Threaten to Exhibit or Use Firearm [PC 37.125]	Mandatory

César Chávez Academy

7814 Alameda Ave., El Paso, TX 79915
Main: (915) 434-9600 Fax: (915) 434-9833

Reason Code: _____
Action Code: _____

REVISED 2/22/22

Intake Date: _____Time: _____

Exit Date: _____

Please make sure all fields are complete and all documents are sent to CCA, if not this could delay the students intake date.

JJAEP Intake Packet Checklist

Date: _____ Home School: _____

Student Name: _____ Student ID# _____ Grade: _____

Home Address: _____ DOB: _____ SS# _____-_____-_____

Reason for Placement: _____ **Placement:** Mandatory or Discretionary **(circle one)**

Police Case Number: _____ Probation: Yes / No If Yes, P.O. Name: _____

Special Education: Yes/No
MD ARD Date: _____ **BIP: Yes / No**

504: Yes / No Manifestation Date: _____
GT: Yes / No Furlough: _____ Exit: _____ Date: _____

English Language Learner: Yes/No

- ☐ Birth Certificate
- ☐ Social Security
- ☐ Student Demographic (copy of enrollment card)
- ☐ Discipline History
- ☐ Copy of JJAEP offense discipline referral
- ☐ Immunization Record
- ☐ Class Schedule
- ☐ Grades in Progress
- ☐ Latest Grade Report (9 weeks report card)
- ☐ Home Language Survey Card
- ☐ Course History/Transcript ***(high school only)***
- ☐ Audit Sheet ***(high school only)***
- ☐ **STAAR/SAT/ACT/EOC** Scores
- ☐ Completed Withdrawal Form

Referring administrator's name: _____ Phone: _____

Person completing checklist: _____ Phone: _____

☐ CCA Registrar reviewed paperwork on: _____
Date

☐ Paperwork Accepted ☐ Paperwork Declined Reason: _____

Accepted/Declined by: _____ _____
CCA Official Signature **Date**

Ysleta independent School District does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs, activities or employment.

Juvenile Justice Alternative Education Program
Monthly Activity Report

TEXAS JUVENILE JUSTICE DEPARTMENT

County: _____ **Date:** _____

Person Preparing Form: _____ **Title:** _____

Month Ending: _____ **Phone:** _____

Activity During the Reporting Period	*Mandatory Expulsions*	*Discretionary Expulsions*	*Other Students**
Total number of days program operated			
Total number of actual student attendance days			
Total number of actual student absences			
Total number of Inactive days			
Number of students in program at beginning of reporting period			
Number of students added			
Number of students exited			

* "Other Students" denotes a child enrolled in JJAEP who has not been expelled from school (i.e. court ordered).

ALL BLANK SPACES SHOULD BE COMPLETED MONTHLY.

Return this Report To:

Texas Juvenile Justice Department
Division of Probation and Community Services - JJAEP
Post Office Box 12757
Austin, TX 78711

Fax: (512) 490-7715

Juvenile Justice Alternative Education Program Monthly Activity Report

TEXAS JUVENILE JUSTICE DEPARTMENT

Form Descriptions:

Report Period - The month and year for which you are supplying information.

Total Number Of Days Program Operated - The number of actual operation days during the report period.

Total Number Of Actual Student Attendance Days - The total for the report period and account for each day each student is in actual attendance at the JJAEP. Students must be present at least 4 hours to be counted.

Total Number Of Actual Student Absences - The total for the report period and account for each day each student is actually not in attendance.

Total Number Of Inactive Days - The total for the report period and account for each day each student is maintained as enrolled and not counted as absent or present from the JJAEP.

Number Of Students In Program At Beginning Of Reporting Period - The number of students active in the program on the 1st day of the month (should equal the number in program at ending of report period of the previous month).

Number Of Students Added - The number of students added to the program during the reporting period.

Number Of Students Exited - The number of students who left the program during the month.

Definitions:

Mandatory Expulsions:

This category should only include those students expelled under §37.007 (a), (d) or (e) of the Texas Education Code.

Discretionary Expulsions:

This category should only include students expelled under §37.007 (b), (c), or (f) of the Texas Education Code. This also includes §37.0081 Title 5 Felony offenses and §37.0081 Aggravated Robbery "*Off Campus"* (Penal Code 29.03).

Other:

This category should only include non-expelled students, including Registered Sex Offenders under §37.309. These are students that are typically placed in the JJAEP via a condition of probation or in rare instances voluntarily attend the JJAEP.

EL PASO COUNTY JUVENILE PROBATION DEPARTMENT POLICIES AND PROCEDURES FOR THE JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM

Ysleta Independent School District, El Paso County Juvenile Probation Department

6/15/2026

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TEXAS JUVENILE JUSTICE DEPARTMENT STANDARDS §348
JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAMS

§348.100 PURPOSE

This chapter establishes minimum operational, programmatic, and educational standards for juvenile justice alternative education programs in Texas.

In accordance with Texas Education Code, Section 37.011(h), the Texas Juvenile Justice Department (TJJD), with the agreement of the Commissioner of Education, shall annually develop and implement an accountability system, consistent with Chapters 39 and 39A of the Texas Education Code, to ensure that students make progress toward grade level while attending the Juvenile Justice Alternative Education Programs (JJAEP).

The El Paso County JJAEP shall operate in compliance with all applicable requirements established by the Texas Education Code, Texas Administrative Code, and the Texas Juvenile Justice Department.

§348.102 DEFINITIONS

When used in this chapter, the following words and terms have the following meanings unless the context clearly indicates otherwise.

(1) Absent Days--The actual number of instructional days a student enrolled in the JJAEP is not in attendance for a minimum of four (4) hours.
(2) Attendance Days--The actual number of instructional days a student enrolled in the JJAEP is in attendance for a minimum of four (4) hours.
(3) Community Activities Officer--The definition assigned by Texas Administrative Code §344.100.
(4) Inactive Status--Attendance status assigned to a student in which the student remains enrolled but is not counted as absent or present.
(5) Intensive Physical Activity--Rigorous physical activity that involves rhythmic, repetitive physical movement that uses large muscle groups and results in an increase in heart rate and respiration. This term does not include activities required as part of a physical education class.
(6) JJAEP Administrator-- A juvenile probation department employee designated by the chief administrative officer or governing board of a juvenile probation department as the person responsible for the overall management of the JJAEP.
(7) JJAEP Electronic Data Interchange (EDI) Extract--An automated process to extract and submit modified case records from the juvenile probation department's case management system to TJJD.
(8) JJAEP Staff Member--Any full-time, part-time, temporary, or seasonal employee or volunteer performing JJAEP-related duties.
(9) Juvenile Justice Alternative Education Program (JJAEP)--An educational program operated by the juvenile board designated to serve students pursuant to Chapter 37, Education Code.
(10) Juvenile Probation Department (Department)--The definition assigned by Texas Administrative Code §344.100.
(11) Juvenile Probation Officer--The definition assigned by Texas Administrative Code §344.100.
(12) Juvenile Supervision Officer--The definition assigned by Texas Administrative Code §344.100.
(13) Sending School District--The school district that sends the notice of expulsion and/or documentation needed for a student to enroll in a JJAEP.
(14) TJJD--The Texas Juvenile Justice Department.
(15) Exit Reason--The reason a student exits the JJAEP program. A student shall be accounted for in only one of the following categories:

(A) Completed program/returned to home school--The student's term of expulsion has expired or has been terminated early by the home school district.

(B) Completed program/term of probation expired--The student has returned to the home school district due to the expiration of the probation order or the term of probation placement in JJAEP ended.
(C) Completed program/term of placement ended--The student has returned to the home school district due to the termination of both expulsion status and probation status.
(D) GED Completion--The student has successfully tested and passed the high school equivalency examination.
(E) Graduated--The student has completed all necessary requirements to receive a high school diploma.
(F) Left Program Incomplete--The student has been terminated from the program due to:
- **(1)** a probation modification or revocation;
- **(2)** an out-of-home placement;
- **(3)** being held in juvenile detention;
- **(4)** being held in jail;
- **(5)** absconding (violation of conditions of release from detention or court order);
- **(6)** being committed to the Texas Juvenile Justice Department;
- **(7)** being committed to the Texas Department of Criminal Justice; or
- **(8)** being truant or a runaway.

(G) Other--The student left the program due to an out-of-county move, death, medical reason, other non-delinquency reason, or withdrew to enroll in another educational program that is not provided by the student's home district (i.e., expelling school).

§348.104 INTERPRETATION AND APPLICABILITY

(a) Use of the words "including" and "includes." When used in this chapter, the words "including" and "includes" are to be understood as introducing a non-exhaustive list, unless the context clearly indicates otherwise. **(b) Applicability**. This chapter applies to JJAEPs operated under Section 37.011, Education Code. **(c) Records Retention**. For purposes of this chapter, any standard that requires documentation to be maintained but does not specify the length of the retention period means at least two years past the end of the school year in which the student exited the JJAEP unless the local records retention schedule specifies a longer retention period. **(d) Policies and Procedures**. Any policy or procedure required by this chapter must be established by the juvenile board that is responsible for the operation of the JJAEP. **(e) Parent Notifications**. (1) Any requirement in this chapter for the JJAEP to provide a notice to a student's parent, guardian, or custodian applies only if: (A) the student is under 18 years of age; or (B) the student is 18 years of age or older and: (i) has provided written consent; (ii) the student has a disability and has authorized the parent, guardian, custodian, or other designated individual to receive the notification under a supported decision-making agreement, as referenced in Chapter 1357, Estates Code; (iii) the student is a dependent student as defined in Section 152 of the Internal Revenue Code and the notice relates to education services; or (iv) the notification is one that the parent would have received under the Individuals with Disabilities Education Act before the student reached 18 years of age. (2) Any notifications provided under paragraph (1)(B) of this subsection to a parent, guardian, or custodian without the written consent of a student who is at least 18 years of age must also be provided to the student.

§348.106 WAIVERS AND VARIANCES

Unless expressly prohibited by another TJJD standard, an application for a waiver or variance of any standard in this chapter may be submitted in accordance with Texas Administrative Code §349.200.

The El Paso County Juvenile Board (Juvenile Board) may request a waiver from the Texas Juvenile Justice Department (TJJD) for one or more standards contained in this Chapter, excluding those mandated by statute or the Constitution. A request for a waiver shall include a written plan describing the actions necessary to achieve compliance by a specified date and justification explaining why immediate compliance cannot be attained. A waiver granted by TJJD shall remain in effect for a period not to exceed two (2) years unless otherwise specified by TJJD. TJJD may also grant waivers pursuant to a grant contract with counties that are not required to operate a JJAEP. In circumstances where TJJD defers waiver authority to the local Juvenile Board, including but not limited to pandemics, natural disasters, or other declared emergencies, the Juvenile Board may approve temporary variances from specific standards that cannot reasonably be met within the designated timeframes.

§348.200 PROGRAM ADMINISTRATION AND ORGANIZATION

(a) Mission of the JJAEP. (1) Academically, the mission of the JJAEP shall be to enable students to perform at grade level. (2) The mission statement must be located in the JJAEP's policies and procedures manual and in the student code of conduct. **(b) Policies and Procedures.** (1) The JJAEP must: (A) have written policies and procedures that govern all aspects of the operation of the program, including personnel, administration, programming, training, and any other program requirement included in this chapter; (B) be operated according to the written policies and procedures; and (C) submit the written policies and procedures to TJJD for review and comment at the following times: (i) no later than October 1 of each year; and (ii) upon request from TJJD. (2) The written policies and procedures must be readily accessible to every JJAEP staff member. **(c) Memorandum of Understanding.** (1) The juvenile board must annually enter into a memorandum of understanding with each participating school district. The memorandum of understanding must address the items listed in Section 37.011(k), Education Code. (2) The memorandum of understanding must be submitted to TJJD annually no later than October 1.

POLICY

The El Paso County Juvenile Board is responsible for approving and implementing the policies and procedures governing the Juvenile Justice Alternative Education Program (JJAEP). The El Paso County Juvenile Justice Alternative Education Program shall operate in accordance with these policies and procedures, which address all aspects of program operations. The JJAEP Administrator shall ensure that all written policies and procedures are made available to all JJAEP employees and that documentation acknowledging receipt is maintained in each employee's personnel or training file.

The Ysleta Independent School District (YISD) shall provide the facilities, personnel, and services necessary to operate on behalf of the Juvenile Board, a JJAEP approved by the Texas Juvenile Justice Department (TJJD), as outlined under Chapter 348 of the Texas Administrative Code and as permitted under § 37.011(e) of the Texas Education Code ("JJAEP Services"). The educational components of the JJAEP, including traditional, hybrid, online, and distance learning instruction, shall be governed by policies adopted by the YISD Board of Trustees. The JJAEP shall adhere to the programmatic and operational components outlined in the El Paso County JJAEP Policies and Procedures, as well as the applicable standards set forth in the Texas Administrative Code.

The standard instructional day for the JJAEP shall be as follows:

- High School: 8:00 a.m. - 3:15 p.m.
- Middle School: 8:30 a.m. - 3:45 p.m.

These schedules are designed to meet applicable instructional minute requirements and may be mofidied as necessary to address operational needs, emergency sistuations, or changes approved by the Juvenile Board and/or YISD. Any deviation from the established instructional schedules, including temporary adjustments, shall be reported to the JJAEP Administrator.

The JJAEP shall maintain the personnel, resources, and services necessary to ensure continued operation of the program and shall implement a Continuity of Operations Plan (COOP) to maintain educational services in accordance with guidance from the Texas Education Code, Texas Education Agency, Texas Juvenile Justice Department, Department of Public Health, and the Local Health Authority. The COOP shall address operational changes resulting from pandemics, natural disasters, public health emergencies, or other events impacting normal operations. YISD shall provide the JJAEP Administrator with all relevant documentation related to online instruction, curriculum, attendance, and student progress. In the event of a pandemic, natural disaster, or other emergency, YISD shall also develop and provide a JJAEP specific Plan of Action detailing instructional models (synchronous, asynchronous, traditional, hybrid, or online), student and staff safety protocols, transportation, meal services, search procedures, attendance accounting, and any other operational considerations necessary to ensure continuity of services. The Plan of Action shall be submitted to the JJAEP Administrator prior to the beginning of each school year and updated as necessary throughout the year.

PROCEDURE

Written policies and procedures governing all facets of the JJAEP operations, including personnel, administration, programming, training, and compliance with Chapter 348 of the Texas Administrative Code, shall be maintained and followed. The El Paso County JJAEP Policies, Procedures, and Standards are incorporated as **EXHIBIT A** of the JJAEP Interlocal Agreement between the Juvenile Board and participating school districts. This inclusion facilitates compliance with TJJD requirements and clarifies both TJJD and YISD expectations. The JJAEP Policies and Procedures and Student Code of Conduct shall be submitted to TJJD for review no later than October 1 of each year, and upon request.

1. JJAEP Policies and Procedures, JJAEP Student Code of Conduct, and applicable program forms shall be copied onto electronic storage devices and provided to the JJAEP Campus for provision to all newly hired regular status employees, temporary employees, and both short and long-term substitutes prior to having direct contact with JJAEP students.
2. The JJAEP Summary of Policies and Procedures **(APPENDIX A)** and JJAEP Student Code of Conduct **(APPENDIX B)** shall be reviewed with each employee by a Campus Administrator or designee prior to ***any*** contact with JJAEP students.
3. Policy review shall occur upon the employee's first arrival at the JJAEP Campus, with instructions to complete the review before attending the scheduled JJAEP New Employee Orientation (NEO).
4. All new employees, including regular staff, temporary employees, and substitutes, shall sign and date the JJAEP Summary of Policies and Acknowledgment Form **(APPENDIX C)** to document compliance with §348.202 and §348.224 of the Texas Administrative Code. The acknowledgment form shall also instruct employees to review the entire policies before attending the JJAEP New Employee Orientation (NEO).
5. Short-term substitutes assigned to the JJAEP for less than six (6) weeks shall only be required to review and acknowledge receipt of the JJAEP Summary Form of Policies and Procedures and the JJAEP Student Code of Conduct. Attendance at the JJAEP New Employee Orientation (NEO) shall not be required.
6. All other employees, including newly assigned ISD employees and long-term substitutes assigned or expected to work at the JJAEP for more than six (6) weeks, whether continuously or intermittently, shall attend the JJAEP New Employee Orientation (NEO) within two (2) weeks of their assignment.
7. The JJAEP Administrator or designee shall conduct the JJAEP New Employee Orientation (NEO), prioritizing a review of the most critical policy and procedural components
8. As part of the JJAEP annual refresher and staff development training held at the beginning of the school year, the JJAEP Administrator shall provide each JJAEP staff with either an electronic storage device or a shared digital link containing the TJJD standards, JJAEP Policies and Procedures, JJAEP Student Code of Conduct, the current JJAEP Interlocal Agreement, applicable training presentations, and all necessary forms and contact information necessary for the effective operation of the program.
9. Upon receipt of these materials, employees shall sign and date the required acknowledgment form **(APPENDIX C).**
    a. If the summary of policies and storage device or digital link is provided as part of new hire process, the Campus Administrator or designee shall sign the acknowledgement form as witness and obtain the employee's signature. Copies of the signed form shall be provided to the employee and Campus Administration, with a copy forwarded to the JJAEP Administrator by the end of the workday. The original acknowledgment form shall be retained by the JJAEP Campus Administrator.
    b. If the electronic storage device or digital link is distributed during the annual refresher, the JJAEP Administrator shall sign the acknowledgment form as the witness and obtain the employee's signature. Copies of the acknowledgment form shall be provided to the employee and Campus Administration, and the original shall be retained and scanned by the JJAEP Administrator.
10. YISD administrative personnel shall advise in writing when ISD personnel policies conflict and will result in non-compliance with the JJAEP Interlocal Agreement, policies, or TJJD standards. Such notification is required by October 1 of each year and will require the state and/or JPD chain of command to be notified for further discussion to determine an appropriate course of action.
11. YISD shall ensure that security and control procedures are in place at every JJAEP location. This will be done in accordance with Section 348.216 of the Texas Administrative Code: Security and Control.

12. Campus Administrators are responsible for ensuring all new and long-term staff become thoroughly familiar with the JJAEP Program and the contents of the JJAEP Policies and Procedures Manual to promote student and staff safety.
13. Campus Administrators shall monitor compliance with JJAEP policies, procedures, and applicable TJJD standards and shall take appropriate corrective action when instances of non-compliance are identified.

(d) Research Studies and Experimentation. The JJAEP must adhere to requirements established by Texas Administrative Code §341.200 regarding research studies and experimentation involving students in JJAEPs.

POLICY

The El Paso County JJAEP does not currently engage in research studies involving students. Should a research proposal be considered in the future, it shall be reviewed and approved by the Chief Juvenile Probation Officer and/or the Juvenile Board to ensure alignment with TJJD standards and departmental policies.

PROCEDURE

1. Students may voluntarily participate in approved research studies only with the prior written consent of their parent, guardian, or custodian. A copy of the signed consent form shall be maintained in the student's electronic file. Participation is strictly voluntary, and a student's refusal to participate shall not result in disciplinary action, loss of privileges, or any other adverse consequence.
2. Under no circumstances shall stimulants, tranquilizers, or psychotropic medications, or other substances be administered to students for experimental or research purposes.
3. Participation in any form of medical, pharmaceutical, or cosmetic research programs is strictly prohibited unless specifically authorized by the Chief Juvenile Probation Officer and/or the Juvenile Board.

(e) JJAEP Performance Review. The juvenile board and the JJAEP Administrator must conduct an annual performance review of the JJAEP between the conclusion of the school year and the beginning of the next school year to determine the effectiveness of the program. (1) The information reviewed must include: (A) the number of student entries and exits during the previous school year; (B) the reason for student entries and exits during the previous school year; (C) the number of students who entered the program during the previous school year who were eligible for special education services; (D) student academic performance as measured by passing rates and, if applicable, half-credits earned for students who exited the program during the previous school year; (E) attendance rates for the entire length of enrollment for students who exited the program during the previous school year; (F) assessment scores for mathematics and reading as measured by the TJJD-required pre-test and post-test scores, if applicable, for students who exited the program during the previous school year; (G) the number of new arrests or referrals that occurred during the entire length of enrollment for students who exited the JJAEP during the previous school year; and (H) the number of restraints by type (i.e., mechanical or personal) during the previous school year. (2) A written report must be completed that includes the data listed in paragraph (1) of this subsection, an analysis of the JJAEP's effectiveness, and any changes to be implemented as a result of the review. (3) The report must be submitted to TJJD no later than October 1.

POLICY

The El Paso County JJAEP Administrator and the Juvenile Board shall complete an Annual Performance Review at the conclusion of each academic year prior to the beginning of the subsequent school year. The purpose of the Annual Performance Review is to assess the effectiveness of the program and its overall success in fulfilling the mission and objectives of the JJAEP.

The JJAEP Annual Performance Review shall consist of statistical, academic, behavioral, and operational performance measures that reflect both short-term and intermediate outcomes for students served by the program. The finalized review shall be presented to the Juvenile Board for review and approval prior to submission to the Texas Juvenile Justice Department (TJJD), the YISD School Board, and the YISD Superintendent. The report shall be submitted to TJJD no later than October 1 of each year. Upon submission, a copy of the report shall be disseminated to key stakeholders.

PROCEDURE

In addition to performance measures required by Chapter 348 of the Texas Administrative Code, the El Paso County JJAEP shall collect and analyze the following information throughout the school year:

1. Number of students entering and exiting the program;
2. Reasons for student entries and exits;
3. Number of students identified as eligible for special education services;
4. Academic performance of students, including passing rates and earned half credits (if applicable) for those who exited;
5. Attendance rates for the duration of each student's enrollment;
6. Assessment scores for mathematics and reading as measured by the IOWA;
7. Number of new arrests or referrals incurred during the entire length of enrollment for students who exited the program;
8. Number and type of restraints used (e.g., mechanical, or personal) throughout the school year;
9. Number of JJAEP Family Program Orientations conducted;
10. Number of JJAEP Exit Transition Meetings held with participation from the student, parent/guardian, assigned Juvenile Probation Officer, and a JJAEP Campus representative;
11. Number of students who successfully complete their Court-Ordered Probation or Deferred Prosecution terms during or following their JJAEP enrollment;
12. Number of JJAEP New Employee Orientations conducted.

The JJAEP Administrator or designee shall be responsible for maintaining the **JJAEP STUDENT INFORMATION FORM** (which contains personal, admission, and exit data) **(SEE APPENDIX D)**, updating the JJAEP Monthly Spreadsheet, and overseeing the accuracy and timelines of entries in the JJAEP JMIS tab. Additionally, data collection and reporting are monitored by the TJJD through the monthly JJAEP Electronic Data Interchange (EDI).

> **348.200 (f) JJAEP Management Review.** The JJAEP Administrator must conduct an annual review of the overall operations of the JJAEP before the beginning of each school year. (1) The review must include an assessment of the following topics and identify any needed changes: (A) safety and security; (B) inter-local cooperation; and (C) the student code of conduct. (2) Existing policies and procedures must be reviewed and assessed to determine their continued relevance to the mission of the JJAEP. (3) Documentation of the review must be maintained.

POLICY

The overall operation of the El Paso County JJAEP, including its respective policies and procedures, shall be reviewed annually through a Management Review conducted by the JJAEP Administrator and approved by the Director of Intake Services. The purpose of the JJAEP Management Review is to evaluate key operational areas, including safety and security, inter-local cooperation, the student code of conduct, and overall program efficiency, and to identify necessary revisions prior to the beginning of each academic year. The JJAEP Management Review shall also determine the continued relevance and alignment of JJAEP policies and procedures with the mission and objectives of the program. All proposed revisions, modifications, or updates identified shall be presented to the Juvenile Board for final approval.

PROCEDURE

1. Any changes to the Texas Juvenile Justice Department (TJJD) standards, the Texas Administrative Code (TAC), or the Texas Education Code (TEC) shall be incorporated into the subsequent year's JJAEP Policies and Procedures and/or JJAEP Student Code of Conduct Handbook.
2. The JJAEP Administrator shall obtain input from Campus Administrators and ISD personnel annually to promote collaborative efforts toward the efficient and effective operation of the JJAEP.
3. The JJAEP Management Review shall include, but not be limited to, an evaluation of the following key areas:
   (A) Safety and Security;
   (B) Inter-local Cooperation;

(C) Student Code of Conduct;
(D) Policies and Procedures;
(E) Operational Efficiency;

4. The JJAEP Administrator shall utilize the **COMPLIANCE MONITORING ASSESSMENT (STANDARDS AND PROGRAM-APPENDIX E)** and **COMPLIANCE MONITORING ASSESSMENT (PHYSICAL PLANT-APPENDIX E-1),** along with the County of El Paso Contract Monitoring System, to identify and track areas of concern requiring corrective action.
5. A JJAEP Compliance Monitoring Summary Report shall be prepared utilizing the **COMPLIANCE MONITORING ASSESSMENT TOOLS (See APPENDIX E AND E-1).** The report shall summarize findings of compliance and non-compliance, corrective actions implemented at the campus and administrative levels, and any recurring or unresolved issues.
    a. The final versions of the Compliance Monitoring Assessments and Summary Report shall be submitted to the YISD Superintendent following presentation to the Juvenile Board as part of the Annual Management Review process. These compliance documents will be used as part of the JJAEP performance measures and quality assurance.
6. Any discrepancies identified during the physical plant inspection shall be forwarded to the JJAEP Campus Administrator, who shall be provided thirty (30) school days to resolve identified deficiencies. The JJAEP Administrator shall conduct follow-up reviews to verify that corrective actions have been completed and compliance achieved.
7. If the JJAEP Campus Administrator is unable to resolve identified issues within the established timeline, the matter shall be elevated to the district administrator responsible for alternative education programs, who shall ensure compliance and provide written confirmation that the facility meets the requirements of the JJAEP Interlocal Agreement and applicable TJJD standards.
8. Compliance monitoring in all operational areas shall occur continuously and shall be reviewed at least monthly by the JJAEP Administrator and/or Director of Intake Services. Findings shall be recorded on the **COMPLIANCE MONITORING ASSESSMENT-STANDARDS AND PROGRAM-APPENDIX E)**.
    a. Instances of non-compliance shall be notified to the JJAEP Campus Administrators in writing for corrective action. If unresolved within thirty (30) school dates, the issue along with corrective action taken will be documented in the Annual Management Review to the Juvenile Board, and included in the Compliance Letter submitted to the YISD Superintendent and School Board.
    b. Any non-compliance with the JJAEP Interlocal Agreement will also be reported to the County of El Paso Auditor as part of the County's contract management system and performance review.
    c. Both Compliance Monitoring Assessments and related Compliance Letters must be completed and submitted no later than the tenth(10th) calendar day following the conclusion of the school year to allow sufficient time for review and response.
9. The compliance monitoring process shall facilitate a comprehensive review of all aspects of the JJAEP operations and inform necessary policy or procedural revisions.
10. An annual policy review meeting shall be conducted prior to the beginning of each school year to allow YISD and JPD representatives to collaborate on any proposed revisions for the upcoming academic year.
11. TJJD Compliance Audits are conducted at least once every two (2) years, either on-site or virtually, and may also occur randomly through desktop audits based on data reviews and JJAEP case sample analysis.
12. To ensure the integrity of the compliance monitoring process, the JJAEP Administrator may conduct unannounced classroom observation and site visits without prior notification to the JJAEP Campus Administrators. Additionally, input from JJAEP students and their parents/guardians shall be obtained as part of the compliance review process to help evaluate program quality, effectiveness, and satisfaction. Such feedback may be gathered through informal discussions with students, parents/guardians interviews, or during the JJAEP Exit Transition Meeting conducted with the students and their parents/guardians.

348.200 (g) Required Staff Members (1) JJAEP Administrator. The juvenile board or chief juvenile probation officer must designate a JJAEP administrator. The JJAEP administrator must: (A) hold a bachelor's degree from a college or university accredited by an organization recognized by the Texas Higher Education Coordinating Board; (B) possess juvenile justice experience and/or education experience; (C) ensure compliance with all applicable laws and rules related to JJAEPs; and (D) ensure compliance with provisions of all contracts with TJJD related to JJAEPs.

POLICY

The El Paso County Chief Juvenile Probation Officer shall designate a JJAEP Administrator to oversee the daily operation of the JJAEP and ensure compliance with all applicable laws, standards, policies, procedures, interlocal agreement, and contractual provisions governing the program. The JJAEP Administrator's oversight responsibilities extend to operations within the JJAEP campus and coordination with participating ISD and their respective departments. The JJAEP Administrator shall perform duties in accordance with all agreements between the El Paso County Juvenile Board and the Texas Juvenile Justice Department (TJJD) pertaining to the JJAEP.

PROCEDURE – DUTIES OF THE JJAEP ADMINISTRATOR

1. The JJAEP Administrator shall ensure that all program components are continuously monitored, evaluated, reported, and addressed. Program updates, concerns, and instances of non-compliance shall be communicated to the JJAEP Campus Administrator and/or district administrator responsible for overseeing the JJAEP Campus. These duties shall be performed in accordance with the JJAEP Interlocal Agreement, JJAEP Policies and Procedures, JJAEP Student Code of Conduct, and applicable JJAEP Standards.
2. Additional responsibilities of the JJAEP Administrator include, but are not limited to:
    a. Ensuring secure access to, maintenance of, and timely retention of electronic files related to JJAEP employees and students. This includes safeguarding sensitive information such as social security numbers, background checks, and other required TJJD employee documents. Although JJAEP employees are not considered El Paso County employees, their information must still be stored securely and responsibly.
    b. Maintaining and submitting statistical data required by TJJD, including monthly and annual reports, and ensuring compliance with reporting obligations contained in TJJD and El Paso County contractual agreements.
    c. Fostering and maintaining strong working relationships with district officials, school administrators, school personnel, TJJD representatives, Juvenile Probation Officers, and community stakeholders to support the effective and efficient operation of the JJAEP.
    d. Promoting compliance with program standards while engaging students, families, school district personnel, and Juvenile Probation Department staff to support student's educational progress, successful reintegration, and overall achievement.

348.200 (g) (2) Instructional Staff Members. The JJAEP must maintain a ratio of at least one instructional staff member for every 24 enrolled students. Instructional staff members include only: (i) teachers who are certified, are highly qualified, and/or meet the teaching requirements of the organization providing education services at the JJAEP; (ii) certified educational aides; and (iii) substitute teachers. (B) The instructional staff members for the JJAEP must include at least one teacher certified by the State Board for Education Certification (SBEC). (C) The JJAEP must provide at least the minimum number of special education teachers required by federal law. (D) A special education teacher must be certified as a special education teacher by SBEC or be eligible to work as a special education teacher prior to obtaining certification, as allowed by SBEC. (E) Upon entry into the JJAEP, substitute teachers who are not JJAEP staff members must be provided the JJAEP student code of conduct and JJAEP policies and procedures that directly affect their duties and sign an acknowledgment of receipt.

POLICY

An Interlocal Agreement between the El Paso County Juvenile Board and the Ysleta Independent School District (YISD), along with other participating districts, shall outline the required administrative, programmatic, instructional, and supervisory staffing requirements necessary to operate the JJAEP in accordance with Texas

Administrative Code, Section 348.200(g) (2-5). YISD shall employ and maintain adequate instructional and supervision staff to provide appropriate educational services and ensure compliance with applicable staffing rations, certification requirements, and TJJD standards.

PROCEDURE

1. The El Paso County Juvenile Board shall contract with the YISD to provide instructional staff in accordance with TJJD standards.
    a. The El Paso County JJAEP shall serve students from the following school districts, all of which are subject to the terms and conditions of the JJAEP Interlocal Agreement:
        (1) Anthony Independent School District (AISD)
        (2) Canutillo Independent School District (CISD)
        (3) Clint Independent School District (CISD)
        (4) El Paso Independent School District (EPISD)
        (5) Fabens Independent School District (FISD)
        (6) San Elizario Independent School District (SEISD)
        (7) Socorro Independent School District (SISD)
        (8) Tornillo Independent School District (TISD)
        (9) Ysleta Independent School District (YISD)
2. Participating school districts shall ensure that all instructional staff possess proper certification and complete all required training, as required by the Texas State Board of Education and JJAEP standards.
3. Participating school districts shall employ a minimum of one (1) certified teacher and an adequate number of certified Special Education teachers, in compliance with federal law and the State Board for Educator Certification (SBEC) requirements. Instructional staff shall include only:
    a. Teachers who are certified, are highly qualified, and/or meet the teaching requirements of the organization providing education services at the JJAEP;
    b. Certified educational aides; and
    c. Substitute teachers.
4. The JJAEP campus shall maintain a minimum staffing ratio of one (1) instructional staff member for every twenty-four (24) students in attendance at the JJAEP.
5. A digital daily staff sign-in roster shall be maintained for all instructional and supervision staff working in the program. These records must be made available to the JJAEP Administrator upon request and must be clearly identified by each staff member by name and position.
6. The daily sign-in rosters will be cross-referenced with personnel and certification logs, discipline referrals, discipline reports, and signed **JJAEP SUMMARY OF POLICIES AND ACKNOWLEDGMENT FORMS** (**APPENDIX C**) for all new employees and short/long-term substitutes to ensure compliance with staffing standards.
7. The Campus Administrator or designee will review and obtain signatures on the **JJAEP SUMMARY OF POLICIES (APPENDIX A)** and Acknowledgment Form containing key program policies and the JJAEP Student Code of Conduct, prior to any substitute or new employee having direct contact with JJAEP students. This form also indicates the individual has cleared an ISD criminal background check and has received the necessary information to begin initial work with the JJAEP population.
8. This document will support the tracking of instructional and supervision staff to ensure compliance with this standard. The signed form must be submitted electronically to the JJAEP Administrator on the same day it is signed by the JJAEP Campus Administrator.
9. The JJAEP Campus Administrator or designee will submit the **JJAEP STAFFING AND CERTIFICATION LOG (APPENDIX F)** on a yearly basis. This log must include all regular ISD employees (excluding substitutes) and verify compliance with the required instructional staff-to-student ratio.
10. To ensure timely compliance and accurate oversight, the JJAEP Campus Administrator or designee must notify the JJAEP Administrator immediately upon the hiring or assignment of any new instructional or supervision staff. Prompt communication will support the efficient inclusion of staff in all required responsibilities including searches and monitoring processes.

11. Instructional and supervision staff may request additional training at any time to enhance their understanding of JJAEP operations, policies, best practices, or other areas. The JJAEP Administrator or designee will coordinate and provide or arrange for such training opportunities as appropriate, to support continued professional development and program fidelity.

348.200 (g)(3) Caseworkers (A) A caseworker must be a social worker, juvenile probation officer assigned to the JJAEP, counselor, or other mental health provider, as defined in Texas Administrative, Chapter 355 . (B) Caseworkers must meet the minimum professional requirements and be licensed or certified by the appropriate licensing board in their field. (C) The JJAEP must maintain a ratio of at least one caseworker for every 50 enrolled students. (i) At a JJAEP with 50 or fewer enrolled students, the caseworker must be present during all operational hours of the JJAEP, except as noted in clauses (vi) and (vii) of this subparagraph. (ii) At a JJAEP with 51–100 enrolled students, one caseworker must be present during all operational hours of the JJAEP, except as noted in clauses (vi) and (vii) of this subparagraph. The second caseworker must be present for at least four of the JJAEP's daily operational hours, except as noted in clauses (vi) and (vii) of this subparagraph. (iii) At a JJAEP with 101–150 enrolled students, two caseworkers must be present during all operational hours of the JJAEP, except as noted in clauses (vi) and (vii) of this subparagraph. The third caseworker must be present for at least four of the JJAEP's daily operational hours, except as noted in clauses (vi) and (vii) of this subparagraph. (iv) At a JJAEP with 151–200 enrolled students, three caseworkers must be present during all operational hours of the JJAEP, except as noted in clauses (vi) and (vii) of this subparagraph. The fourth caseworker must be present for at least four of the JJAEP's daily operational hours, except as noted in clauses (vi) and (vii) of this subparagraph. (v) At a JJAEP with more than 200 enrolled students, the number of caseworkers required to be present during all operational hours of the JJAEP follows the same pattern set forth in clauses (i)–(iv) of this subparagraph. (vi)A substitute caseworker is not required when a caseworker is absent for three or fewer consecutive school days. A substitute caseworker is required if an absence is more than three consecutive school days. (vii) A caseworker who must leave the JJAEP site to complete a JJAEP-related duty is considered present for purposes of calculating the ratio.

POLICY

The JJAEP Campus responsible for providing educational services shall employ or contract at least one (1) caseworker to support student needs. Caseworkers may include licensed social workers, juvenile probation officers assigned to the JJAEP, the JJAEP Administrator, certified counselors, or other qualified mental health professionals as defined in Chapter 355 of the Texas Administrative Code.

PROCEDURE

1. El Paso County JJAEP campus shall maintain a minimum ratio of one (1) caseworker for every fifty (50) students enrolled in the program. At a JJAEP with fifty (50) or fewer enrolled students, the assigned caseworker shall be present during all operational hours of the JJAEP.
2. School-based caseworkers or counselors who must leave the campus to complete JJAEP-related duties such as expulsion hearings, ARD meetings, home visits, or court hearings shall be considered present for the purpose of meeting the staffing ratio.
   a. A substitute caseworker or counselor must be assigned if the regularly assigned individual is absent for more than three (3) consecutive school days.
3. All caseworkers employed or contracted by the JJAEP must meet the minimum professional requirements and hold any required licensure or certification applicable to their field.
   a. The JJAEP campus may contract or collaborate with agencies such as Communities in Schools (CIS) and Emergence Health Network (EHN) to supplement services provided to students and their families.
4. The JJAEP campus shall maintain a digital daily sign-in roster or timecard for all caseworkers working in the program each day. These records must be available to the JJAEP Administrator upon request.
5. Daily rosters will be cross-referenced with observations by the JJAEP Administrator or assigned JPO, certification logs, discipline reports, disciplinary referrals, and signed JJAEP acknowledgment forms (**APPENDIX C**) for new employees and long-term substitutes to ensure compliance with staffing standards.
6. Any subcontractor providing caseworker services shall undergo an NCIC/TCIC criminal history check and complete the JJAEP New Employee Orientation, including all required Prison Rape Elimination Act (PREA) and Abuse, Neglect, and Exploitation (ANE) training, prior to having direct contact with JJAEP students.

348.200 (g)(4) Supervision Staff Members. (A) The JJAEP must ensure an adequate number of supervision staff members are present during all operational hours. (B) Supervision staff members include drill instructors, educational aides, security personnel, juvenile supervision officers, juvenile probation officers, community activities officers, and behavior management staff. (C) Any staff member, excluding a certified physical education teacher, who participates in the administration of intensive physical activity must be a: (i) juvenile supervision officer; (ii) juvenile probation officer; or (iii) community activities officer who has received training in adolescent development and behavior, as required by Texas Administrative Code §341.402. (D) Except for professionals as defined in Texas Administrative Code §344.100 who are providing services in their professional capacity, any staff member whose position may require supervising or transporting JJAEP students must be: (i) certified by TJJD as a juvenile probation officer, juvenile supervision officer, or community activities officer; or (ii) otherwise authorized to perform the duties of a certified juvenile probation officer, community activities officer, or juvenile supervision officer under Texas Administrative Code §§341.400, 341.402, 343.428, 343.622, or 355.428, as applicable. **(5) Operational Staff Members.** (A) Operational staff members include instructional staff members, supervision staff members, caseworkers, and JJAEP Administrators. (B) The JJAEP must maintain a ratio of at least one operational staff member for every 12 enrolled students. **(h) Verification Documentation**. (1) The JJAEP must maintain a daily staff member roster, staff sign-in sheet, or other verification document that identifies each of the operational staff members who are present in the JJAEP each day. (2) The staff member roster, sign-in sheet, or other verification document must include the date, the time of entry and exit, the staff member's full name, and the staff member's position or title. Electronic records are acceptable for documenting whether staff members are present or absent.

POLICY

The El Paso County JJAEP provides physical education and recreational activities but does not operate an intensive physical education program. Therefore, certified physical education teachers and coaches are not required to be certified as Juvenile Supervision Officers. The JJAEP campus shall maintain compliance with TJJD standards regarding operational and supervision staff-to-student ratios, as well as position qualifications for all JJAEP personnel.

PROCEDURE

1. The JJAEP campus shall be staffed with operational staff members, including instructional staff, supervision staff, and caseworkers. The operational staff-to-student ratio shall not be less than one (1) operational staff member for every twelve (12) enrolled JJAEP students. This lower ratio supports effective behavior management and safety given the unique challenges of the JJAEP population.
2. All JJAEP staff are required to sign-in and sign-out daily using the designated district electronic timekeeping system. The timecards must include the date, time of entry and exit, full name, and position/title of each staff member. The ISD shall make these timecards available to the JJAEP Administrator upon request.
3. Staff rosters, timecards, sign-in sheets, and attendance records may be requested as needed or on a random basis as part of ongoing compliance monitoring.
4. The JJAEP Administrator will also conduct unannounced classroom observations and staffing ratio checks as part of the compliance monitoring. No prior notice will be given to the Campus Administrator or campus staff to maintain the integrity of the observation process,

COMMUNITY ACTIVITIES OFFICER (CAO) POLICY

In accordance with Texas Administrative Code §344.100 and Texas Administrative Code §341.402, any individual who does not meet the definition of "professional" must be trained and certified as a Community Activities Officer (CAO) prior to working with JJAEP students. While certain ISD employees are exempt from CAO certification as they are not employed by a juvenile probation department or juvenile facility, the JJAEP campus will ensure that all identified staff members are current in First Aid, CPR, and Crisis Prevention Intervention (CPI) training. Under special circumstances, staff may be allowed to complete CAO training at the earliest available opportunity to remain compliant with Texas Administrative Code, Chapter 348. Any staff member identified as requiring CAO certification may not be authorized to work directly with JJAEP students until all training and certifications requirements have been met. certified.

The JJAEP campus maintains a contract with the El Paso Police Department (EPPD) to provide law enforcement services on campus. In the event that a security officer, other than EPPD, is needed, the following qualifications must be met:

- The security officer must be employed by the juvenile probation department or juvenile facility (not YISD), and
- The security officer must be certified as a Community Activities Officer (CAO), and
- The security officer must be trained in the department-approved personal restraint technique in accordance with Texas Administrative Code, Chapter 341, Subchapter G.

As confirmed by the Texas Juvenile Justice Department, YISD employees are not eligible to receive CAO certification, since they are not employed by a juvenile probation department or facility. Therefore, a YISD employed security officer may not use personal or mechanical restraints on JJAEP under any circumstances.

CAO CERTIFICATION REQUIREMENTS

To be eligible for CAO certification, an individual shall:

1. Receive and maintain current certification in:
   (A) Cardiopulmonary Resuscitation (CPR);
   (B) First aid; and
   (C) The personal restraints technique approved by the department, if authorized to use restraints.
2. Receive training in the following topics:
   (A) Department policies on preventing, identifying, and reporting abuse, neglect, and exploitation.
   (B) TJJD Code of Ethics and TJJD Disciplinary Procedures;
   (C) Trauma-Informed Care;
   (D) Verbal de-escalation policies, procedures, and practices;
   (E) Standards for use of personal and mechanical restraints, including prohibited techniques and criteria for authorized use.

ON-THE-JOB TRAINING (OJT) REQUIREMENTS

To receive credit toward initial certification or renewal, CAO on-the-job training documentation must include:

1. Name and signature of trainee;
2. Name and signature of trainer(s);
3. Signature of the supervisor or administrator;
4. Training topics covered;
5. Number of training hours per topic;
6. Dates the topics were explained to the trainee, practiced by the trainee, and demonstrated by the trainee.

Only qualified staff, based on education, knowledge, or experience may conduct OJT.

1. Juvenile Probation Officers and Juvenile Supervision Officers may utilize up to forty (40) hours of on-the-job training toward certification.
2. Community Activities Officers may utilize up to twenty (20) hours of on-the-job training during each certification period.
3. Communities In Schools (CIS) Coordinators assigned to the JJAEP campus are not required to obtain Communities Activities Officer certification because they provide services in a "professional" capacity pursuant to Texas Administrative Code § 344.100.

TJJD-sponsored trainings are typically conducted at the El Paso County Juvenile Probation Department or YISD facilities, unless a virtual format is determined to be more appropriate due to health or safety considerations. CPR,

First Aid, and Crisis Prevention Intervention (CPI) shall be provided by YISD unless otherwise agreed upon thorough written agreement.

§348.202 PERSONNEL ADMINISTRATION

(a) Personnel Records. The JJAEP Administrator must have access to a personnel file for each employee or person working at the JJAEP who is included in any program ratio. The file must include verification that any required certifications are current.

POLICY

The YISD Human Resources Department shall maintain the official personnel file for each employee assigned to the JJAEP. The JJAEP Administrator shall maintain a compliance file containing copies of personnel documents necessary to verify compliance with TJJD standard and applicable JJAEP staffing requirements. Required personnel documentation for all new and returning staff shall be provided to the JJAEP Administrator annually, no later than October 1, utilizing the **JJAEP HR RECORDS AND CERTIFICATION FORM (APPENDIX G).**

PROCEDURE

1. The JJAEP Administrator of the El Paso County JJAEP shall ensure that all personnel records for YISD staff assigned to the program are appropriately maintained.
2. Records for YISD JJAEP employees shall include NCIC/TCIC criminal history results and a completed HR Certification Form as required under governing regulations.
3. Each YISD personnel electronic file shall also contain a mosaic of essential documents, including academic transcripts, current certifications, professional training records, personnel actions forms, and job descriptions depicting duties, responsibilities, and JJAEP-related tasks (if applicable).
4. In lieu of full personnel records, YISD Human Resources or another authorized representative may provide the **JJAEP HR RECORDS AND CERTIFICATION FORM (APPENDIX G).** This form certifies that each employee included in the daily ratio meets all hiring, educational, and training requirements including, academic transcripts and certifications, licensure (if applicable), criminal background check results, training in CPR, First Aid, and CPI (if applicable), and relevant personnel actions. The JJAEP Administrator shall be granted access to these files upon request or as required, ensuring transparency and compliance.
5. YISD further agrees that, if applicable, it shall comply at its sole expense, with the requirements of Section 22.0834 of the Texas Education Code, "Criminal History Record Information Review of Certain Contract Employees," any applicable rule(s) adopted by the Texas Commissioner of Education, High School/College Board Policies and other policies and requirements of such statute and rule(s), and shall certify that any "Covered Employees" and/or JJAEP staff members do not have a "Disqualifying Criminal History".
6. Certification logs shall include all regular employees and long-term contracted staff (e.g., CIS Coordinators or on-site counselors) counted in the daily ratio. These logs shall serve as a way of tracking employee's certifications and trainings.
7. Short-term operational substitutes assigned to the JJAEP for less than six (6) weeks must review and acknowledge receipt of the JJAEP Summary of Policies and Procedures, JJAEP Student Code of Conduct, and all related documents pursuant to §348.202 and §348.224 of the Texas Administrative Code. This review shall take place prior to any unsupervised contact with JJAEP students.
8. Long-term operational substitutes assigned to the JJAEP for more than six (6) weeks shall undergo the same background checks and JJAEP training required of all operational staff. Please refer to the New Orientation Training and Background Checks section of the JJAEP Interlocal Agreement for all applicable timelines.

(b) Training Records. For each employee or person working at the JJAEP who is included in any program ratio, the JJAEP program administrator must have access to documentation verifying that the individual has completed all training required by this chapter. **(c) New Employee Orientation**. All staff members expected to work at the JJAEP for six weeks or longer must receive an orientation training prior to having direct, unsupervised access to students. (1) Orientation training must occur within the first two weeks of the staff member's employment. (2) Documentation of completion of orientation training and agendas must be maintained, including staff signatures on training sign-in sheets. (3) Orientation must include training on: (A) safety and security procedures, including, emergency exit drills and the JJAEP's disaster safety plan; (B) identification and reporting of serious incidents and child abuse, neglect and exploitation as required by Chapter 358 of this title; (C) writing incident reports; (D) student code of conduct; (E) behavior management program; (F) transporting students (G) crisis intervention, including how to report suicide ideation or behavior; (H) distribution of medication; (I) restraint policy; (J) student grievance procedures; and (K) job descriptions, including duties and responsibilities of the assigned position.

POLICY

All staff, including temporary, seasonal, or substitute employees shall receive JJAEP Orientation Training within two (2) weeks of their JJAEP assignment and prior to having direct, unsupervised access to JJAEP students. The ISD shall provide documentation for any relevant training conducted as part of employment or duty assignment within the JJAEP. The Juvenile Probation Department will provide orientation training for new hires and supplement any ISD training across the eleven (11) areas listed below.

PROCEDURE

1. JJAEP Orientation Training shall be provided by the JJAEP Administrator or designee(s) initially upon hire and annually at the beginning of each school year for all JJAEP employees. Training may be held in-person or virtually when necessary.
2. The Campus Administrator assigned as the point of contact for JJAEP, or their designee, shall review the JJAEP Summary of Policies and the JJAEP Student Code of Conduct with each new staff member, including short-term substitutes. As part of this campus-level orientation, the designated JJAEP Campus Administrator shall also provide the employee with an electronic storage device or a shared link containing the JJAEP Policies, Procedures and Standards, the JJAEP Interlocal Agreement, the JJAEP Student Code of Conduct, and other relevant documents.
3. The Campus Administrator or designee shall be responsible for obtaining a signed "Acknowledgment Statement" from the new employee confirming their commitment to review all JJAEP materials. This acknowledgment must be forwarded to the JJAEP Administrator on the same workday.
4. Timely submission of acknowledgment and training assignments ensure appropriate training space reservation and preparation of training materials.
5. The Campus Administrator is responsible for notifying assigned employees of their scheduled orientation and ensuring their punctual attendance. JJAEP Orientation Training will typically take place at YISD facilities unless virtual is deemed necessary.
6. The JJAEP Administrator or designee shall provide the JJAEP Orientation Training. Orientation sessions will last a minimum of 2 to 4 hours and will be scheduled as needed.
7. A signed copy of the **JJAEP TRAINING ACKNOWLEDGMENT STATEMENT (APPENDIX H)** shall be maintained and secured in the employee's electronic personnel file. All documentation of new employee orientation training and any ISD supplemental training shall be placed in the employee's personnel file or training file**.**
8. All staff shall receive training specific to their daily responsibilities in the JJAEP. Any legislative changes and updates to policy, procedure, or the JJAEP Student Code of Conduct will be addressed during the staff development training at the beginning of the school year.
9. The following eleven (11) training topics shall be included in the JJAEP New Employee Orientation:
    - **a.** Safety and security procedures, including emergency exit drills and the JJAEP Disaster Safety Plan;
    - **b.** Identification and reporting of serious incidents, and child abuse, neglect, and exploitation, as required by Chapter 358 of the Texas Administrative Code.
    - **c.** Writing incident reports;
    - **d.** JJAEP Student Code of Conduct;

e. Behavior management program;
f. Transporting students;
g. Crisis intervention, including how to report suicidal ideation or behavior;
h. Distribution of medication;
i. Restraint policy;
j. Student grievance procedures; and
k. Job descriptions including duties and responsibilities of the assigned position to include JJAEP tasks, such as in the supervision during mealtimes, transition, bus loading/unloading, and escort duties.

10. For newly hired employees, YISD must submit all applicable training records using the **JJAEP HR RECORDS AND CERTIFICATION FORM** within sixty (60) calendar days of hire **(SEE APPENDIX G - JJAEP HR RECORDS AND CERTIFICATION FORM).**

11. The JJAEP Certification Form must also be submitted annually for all returning ISD staff assigned to the JJAEP. YISD Human Resources representative must ensure that personnel records are updated and submitted to the JJAEP Administrator by October 1 of each year.

(d) Criminal History and Background Checks. The criminal history and background check requirements and criminal history standards established by Chapter 344, Subchapters C and D of this title apply to a JJAEP.

POLICY

As the contracted educational provider for the El Paso County JJAEP, YISD is solely responsible for conducting all required background checks for its employees assigned to the JJJAEP. YISD shall conduct a criminal history check, sex offender registry check, and fingerprint search prior to employment or assignment of any staff who will have direct, unsupervised contact with JJAEP students. This requirement extends to all substitute, temporary, and regular-status employees, as well as any subcontracted personnel (e.g., contracted counseling providers, tutors, or service providers) working directly with JJAEP students. YISD must ensure that all such individuals have successfully passed a background check prior to beginning their JJAEP assignment.

PROCEDURE

1. Upon identification of a YISD employee being assigned to the JJAEP, the YISD designee (Campus Administrator or designee) shall provide written notification of incoming employee by submitting the **JJAEP AUTHORIZATION FOR RELEASE OF CONFIDENTIAL INFORMATION FORM (APPENDIX I)** to the JJAEP Administrator for the El Paso County JPD internal background check through the NCIC/TCIC database.
   a. The form must include the employee's status (contracted or ISD employee), date of JJAEP assignment, and employee work email address.

2. Upon receiving the signed Authorization for Release Confidential Information Form, the JJAEP Administrator shall then submit a written request for a National Crime Information Center (NCIC)/Texas Crime Information Center (TCIC) criminal history check to the designated JPD TLETS Operator. This comprehensive search includes local, state, and federal criminal records, sex offender registration records, and active/outstanding warrants for arrest. This process shall be initiated before the employee's first day of JJAEP assignment and prior to any direct, unsupervised contact with JJAEP youth. Continued employment with the JJAEP is contingent upon the verification of no disqualifying criminal history as per TJJD standards.

3. Within five (5) school days, written notification of the employee's eligibility (no disqualifying history) or ineligibility (disqualifying history) will be submitted to the Campus Administrators via the **JJAEP EMPLOYEE ELIGIBILITY FORM (APPENDIX J)** or **THE JJAEP EMPLOYEE INELIGIBILITY FORM** (**APPENDIX J – 1).**

4. If disqualifying criminal history is found, the JJAEP Administrator will notify the JJAEP Campus Administrator with instructions to immediately reassign or remove the employee to ensure no contact occurs with JJAEP students.
   a. All personnel records, including criminal history and sex offender registration checks, may be subject to review by TJJD. The JJAEP Administrator is responsible for ensuring all documents are properly stored, preserved, and maintained in accordance with legal and administrative standards.

5. YISD must notify the JJAEP Administrator in writing within two (2) school days if an employee receives a FACT Clearinghouse alert indicating an arrest, conviction, or registry that would restrict the employee's contact with JJAEP students. The JJAEP Administrator shall consult with YISD or JPD Legal Counsel before determining whether the employee may continue duties pending the resolution of the offense.
6. If an individual has a military history, the respective ISD must provide a copy of the DD-214 or SF-180 as part of the HR records request.

DISQUALIFYING CRIMINAL HISTORY

1. Any YISD employee assigned to the JJAEP who has a felony conviction or a deferred adjudication for a felony within the past ten (10) years, or who is currently under felony probation, parole, or deferred adjudication, is not eligible for employment at the JJAEP.
2. Any YISD employee assigned to the JJAEP with a jailable misdemeanor conviction or a deferred adjudication for a jailable misdemeanor within the past five (5) years, or who is currently under misdemeanor probation, parole, or deferred adjudication, is also not eligible for JJAEP assignment.
3. Court documentation will be required in cases where an individual has received a pardon based upon proof of innocence or where there has been a reversal of a finding of guilt by a trial or appellate court.
4. Criminal history records must be retained for as long as the employee remains employed in the JJAEP.
5. Criminal history and personnel records of JJAEP employees who are no longer employed with the JJAEP will be retained for a minimum of two (2) years.
6. If the disqualifying criminal history involves out-of-state arrests or convictions, those records may be subject to further legal review by the JPD Legal Counsel to determine eligibility.
7. The YISD Human Resources Department must allow the JJAEP Administrator access to all JJAEP Employee records as needed and required.

§348.204 DATA COLLECTION AND CASE FILE INFORMATION

(a) Data Collection and Reporting. **(1) JJAEP EDI Extract.** (A) Unless an alternate data entry system has been approved by TJJD, the JJAEP Administrator or designee must ensure that: (i) statistical and programmatic data for each student, as required by the JJAEP Electronic Data Interchange (EDI) Specifications, are accurately documented and entered into the juvenile probation department's automated case management system; and (ii) the JJAEP EDI Extract is submitted to TJJD no later than the 10th calendar day of each month following the reporting period. (B) TJJD staff must discuss any proposed changes to the JJAEP EDI Specifications with juvenile probation departments' designated representatives before making substantive changes to the specifications. **(2) JJAEP Monthly Activity Report.** The JJAEP Administrator or designee must ensure the JJAEP Monthly Activity Report is submitted in the required format to TJJD no later than the 10th calendar day of each month following the reporting period via TJJD's Internet database. **(b) Student Educational Records**. The following information must be documented and maintained in the case file for each student in the program: (1) grade level upon entry to the JJAEP; (2) notice of expulsion; (3) court order(s) placing the student into the JJAEP; (4) police offense report, if applicable; (5) entry and exit transition plans; (6) education records, to include: (A) special education determination; (B) appropriate special education records; (C) scores on assessments required by the Texas Education Agency; and (D) home-language survey; (7) admission and exit testing data, if applicable;(8) pre-participation physical evaluation, if required under Texas Administrative Code §348.208; (9) documentation of regular reviews of academic progress as required by Section 37.011(d), Education Code; (10) date of admission; (11) number of attendance days; (12) number of absent days; (13) date of release; (14) emergency notification contacts; (15) special medical needs, if any; (16) immunization records; and (17) medical release form.

POLICY

The JJAEP Administrator shall ensure that statistical and programmatic data pertaining to each student placed in the JJAEP is accurately gathered, documented, maintained, and is reported to TJJD, Juvenile Board, and departmental administration. The JJAEP will comply with reporting requirements outlined in Texas Administrative Code §341, including use of the JMIS system. Quality assurance measures such as internal file audits and the TJJD Monthly Activity Reports (MAR) are used to identify discrepancies and ensure accurate recordkeeping and timely district reimbursement.

PROCEDURE

1. Documentation and data required by TJJD under Texas Administrative Code §348.204(a) Data Collection and case file collection is maintained by the JJAEP Administrator and extracted from the following sources or databases:
    a. Monthly Activity Reports (MAR): Includes attendance and absence records provided by YISD. The MAR captures the number of students entering and exiting the program, days present, days absent, and inactive days.
    b. JJAEP Attendance Vouchers: Used to record the actual number of mandated student attendance days and total monthly reimbursement figures.
    c. TJJD Student Information Form: Contains required fields outlined in Texas Administrative Code 348.204 and is maintained by the JJAEP Administrator.
    d. JMIS Student Profile: Updated data from the TJJD Student Information Form.
    e. JJAEP Spreadsheet: Tracks aggregate data including:
        - Special Education services.
        - IOWA pre and post test results.
        - Personal identifiers (e.g., PID, Social Security Number, TSDN, Case Number).
        - Offense type, district, and home school.
        - Entrance and exit dates.
        - Reason for exit.
        - Attendance, absences, and inactive dates.
    f. Other Reports: Additional documentation as required by TJJD or JPD as part of performance measurement (e.g., JJAEP Costing Report).
2. To ensure accuracy in the Monthly Activity Reports (MAR), the assigned JJAEP Campus Administrator responsible for oversight and accountability on behalf of the JJAEP campus, must review the MAR prior to submission to JPD. The administrator will verify accuracy of all data before forwarding the MAR to the JJAEP Administrator. If any discrepancies are identified by JPD, they will be corrected and reconciled prior to submission to TJJD and the County Auditor's office for district reimbursement. Significant errors and discrepancies will be noted as non-compliance.
3. The JJAEP Campus Administrator and ISD expelling entity must submit all required student school records, as listed in Texas Administrative Code §348.204, within two (2) weeks (10 school days) of student's enrollment in the JJAEP. These records include but are not limited to: The Public Education Information Management System (PEIMS), pre/post assessment scores, expulsion letters, and student acknowledgment forms confirming receipt of the JJAEP Student Code of Conduct. To support this process, the JJAEP Administrator will issue the **JJAEP REQUEST FOR SCHOOL RECORDS FORM** upon the student's formal acceptance into the program.
4. The Texas Student Data System (TSDS) number, a 10-digit unique ID, has replaced the PEIMS number used to transmit student data to the Texas Education Agency for TJJD legislative reporting. This TSDS number can be located in the JJAEP juvenile case management tab, as well as most withdrawal forms and expulsion letters.
    a. The TSDS number must be documented on the expulsion notice at the time of the student's acceptance into the JJAEP. This number is required in order for the student to be pre-tested and must be submitted as part of the initial expulsion process.
5. All student educational data and records are maintained in the JJAEP electronic folder by the JJAEP Administrator or designee. Required data in the JJAEP folder includes, but is not limited to:
    a. The TJJD Student Data Form;
    b. Grade level at JJAEP entry;
    c. Notice of expulsion to include mandatory review hearing;
    d. Court orders;
    e. Law Enforcement Agency (LEA) case/referral reports;
    f. Entry/exit and transition plans;

g. Education records to include; requests for records/withdrawal packets, special education documentation to include Manifest Determination and IEP documentation, pre-test/post-test assessment scores, home language survey, admission and exit testing data, if applicable, pre-participation physical evaluation, if required, documentation of regular academic reviews under 37.011 (d) Texas Education Code, date of admissions, number of attendance days, number of absent days, date of release, emergency notification contacts, special medical needs, immunization records, medical release forms, medical consent forms signed by parents, attendance monthly roster, TAKS or STAAR scores, disciplinary referrals, acknowledgement of receipt of Student Code of Conduct, JJAEP Social Service Assessment, other pertinent documents such as copies of social security cards and birth certificates, and cover sheets (check list), and notification of type of counseling referrals or current attendance of counseling and psychological evaluations (if applicable), are maintained in the JJAEP student case.

6. As part of the program's ongoing quality assurance efforts, in-house desktop and case management audits will be conducted regularly to ensure the accuracy and completeness of documentation, as outlined in the JJAEP Policies and Procedures.

§348.206 CURRICULUM

(a) Required Courses and Additional Areas of Study. (1) At a minimum, the JJAEP must provide the following courses at the JJAEP: (A) English language arts; (B) mathematics; (C) social studies; and (D) science. (2) The JJAEP must provide the following additional areas of study: (A) high school equivalency program; and (B) self-discipline, which may be integrated into the program and may include topics such as drug awareness, anger management, impulse control, and cognitive skills. **(b) Curriculum Development.** (1) A teacher certified by the State Board for Educator Certification must oversee the development and implementation of the educational curriculum. (2) The JJAEP administrator must ensure that course instruction is consistent with the essential knowledge and skills of each subject of the foundation curriculum as defined by the rules of the State Board of Education. (3) The high school equivalency program curriculum must address the elements required to pass the topics tested: English, mathematics, science, and social studies. High school equivalency program components may be integrated into the regular educational curriculum. (4) The JJAEP must offer an accelerated component for each required area of instruction to support credit recovery at the high school level and to regain academic and social skills at the elementary and middle school levels.

POLICY

It is the policy of the El Paso County JJAEP to ensure that all students enrolled in the program receive a comprehensive and well-rounded education. The academic program shall include a strong accelerated instructional component to support high school credit recovery and the development of academic and social skills at the elementary and middle school levels. At least one (1) certified teacher, licensed by the State Board for Educator Certification (SBEC), shall oversee the development and implementation of the JJAEP curriculum. The JJAEP Campus Administrator shall ensure that all course instruction aligns with the Texas Essential Knowledge and Skills (TEKS) as defined by the State Board of Education under the Texas Education Code §28.002.

Per Texas Education Code §37.011 (d), YISD guidance counselor or qualified designee must regularly review each student's academic progress. For high school students, the school board or its designee, in collaboration with the student's parent or guardian, shall review progress towards graduation requirements and establish an individualized graduation plan.

In the event the JJAEP campus implements online instruction due to extenuating circumstances as part of their Continuity of Operations Plan (COOP), the JJAEP must adhere to all Texas Education Agency, Texas Education Code, and Texas Juvenile Justice Department policy revisions to ensure continuity of educational services.

In accordance with Texas House Bill 6, the JJAEP may utilize DAEP placement only when:

1. No physical JJAEP placement is available due to capacity or extenuating circumstances.

2. The virtual education placement provides instruction equivalent to in-person services.
3. Documentation is maintained that clearly demonstrates the necessity of the virtual placement and educational equivalency.

PROCEDURE

1. The Interlocal Agreement specifies the provision of educational services, including the following required courses and additional areas of study:
    a) **ENGLISH/LANGUAGE ARTS**
    b) **MATHEMATICS**
    c) **SOCIAL STUDIES**
    d) **SCIENCE**
    e) **HIGH SCHOOL EQUIVALENCY PROGRAM (GED)**
    f) **SELF-DISCIPLINE**
2. Participating school districts shall recognize and accept course credit earned by student while enrolled in the Juvenile Justice Alternative Education Program (JJAEP) as district-level credit.
3. The program will administer state-mandated assessment instruments under Texas Education Code, Chapter 39.023, and shall offer access to the High School Equivalency Program as needed.
4. The JJAEP school guidance counselor shall review academic progress with the student's parent or guardian at minimum during both the JJAEP Intake and JJAEP Exit Transition Meeting.
5. During the JJAEP Intake meeting, the student's home district must involve the assigned counselor or assistant principal to contribute input on promotion status, particularly for students placed at JJAEP near the end of the academic year.
6. As required by Texas Education Code §37.011 (d), academic reviews must occur at the intake and exit. For high school students, a graduation plan must be developed with parent/guardian input.
7. A student expelled and placed in a JJAEP for a term of seventy-five (75) school days or more must go through a mandatory review in order to consider early removal based on student's progress and other factors that may compel an early release.
8. Based on the current capacity under building code regulations, YISD is required to have no more than thirty (30) students at the JJAEP campus at any given time. at one time.
9. The assigned Juvenile Probation Officer shall assist with academic and family engagement during the JJAEP Family Program Orientation.
10. High school students will receive academic support through school counselors, Communities in Schools (CIS) Coordinators, and academic tutors (if available). The assigned Juvenile Probation Officer or designee will also monitor academic progress and collaborate with families to ensure follow-through with academic support services.
11. Compliance with academic service standards shall be verified through:
    a) Daily class schedules and program schedules.
    b) Instructional materials and curriculum.
    c) Attendance records and sign-in sheets.
    d) Documentation of support services provided.
12. YISD must identify and communicate the self-discipline services provided to JJAEP students at the start of the academic year. If the course is not listed on a student's schedule, documentation verifying participation must be maintained. Utilization of a specific school board approved curriculum is encouraged, but not required, as long as services address the program's behavioral goal.
13. In accordance with Texas Administrative Code §348.206, JJAEP campuses will offer a High School Equivalency Program. Students attending HSEP courses must sign in and out daily. The curriculum must meet the standards necessary to prepare students for the GED examination.
14. The State of Texas Assessments of Academic Readiness (STAAR) identifies knowledge and skills of what Texas students should know and be able to do at every grade and in every course in the foundation areas such as

English language arts, mathematics, science, and social studies. (STAAR replaced TAKS Texas Assessment of Knowledge and Skills).

§348.208 PROGRAM REQUIREMENTS

(a) Special Education. (1)The JJAEP, in collaboration with the sending school district, must ensure that a student with a disability who receives special education services is provided educational services that will support the student in meeting the goals identified in the individualized education program established by a duly constituted admission, review, and dismissal (ARD) committee, in accordance with Section 37.004, Education Code, and federal requirements. (2) The following ARD committee documentation must be maintained for each special education eligible student: (A) the most recent full and complete ARD meeting paperwork; (B) the manifestation determination ARD meeting paperwork; and (C) the most recent evaluation of eligibility for special education services.

POLICY

A school district may expel a student identified as a qualified disabled student under the Individuals with Disabilities Education Act (IDEA) or Section 504 of the Rehabilitation Act of 1973 (§504) only after a duly constituted Admission, Review, and Dismissal (ARD) or § 504 Committee determines that the alleged misconduct is not a manifestation of the student's disability. In collaboration with the referring district, the JJAEP Campus must ensure that a student with a disability who receives special education services is provided educational programming aligned with their Individualized Education Program (IEP), as determined by a duly constituted ARD Committee, in accordance with Section 37.004, Education Code, and applicable federal law.

PROCEDURE

1. After the ARD or Section 504 Committee determines that the student's behavior is not related to their disability and documents that the Individualized Education Plan (IEP) has been fully implemented, the committee shall determine the length of placement at the JJAEP according to the District's Student Code of Conduct.
2. The referring school district may invite the JJAEP Administrator or designee to any Admission, Review, and Dismissal (ARD) committee meeting convened to discuss the expulsion of a student with a disability.
3. The local school district must provide written notice of the meeting at least five (5) school days before the meeting. A copy of the student's current individualized education program (IEP) must be provided to the JJAEP representative with the written notice.
4. If the JJAEP representative is unable to attend the ARD committee meeting, the representative must be given the opportunity to participate in the meeting through alternative means including conference telephone calls and virtual meetings.
5. The JJAEP representative may participate in the meeting to the extent that the meeting relates to the student's placement in the JJAEP and the implementation of the student's current IEP in the JJAEP
6. If the manifestation ARD determines the student's behavior is due to the student's disability, the student may only be placed in the JJAEP for a maximum of forty-five (45) school days.
7. The following documents must be included in the expulsion packet for any special education student placed at the JJAEP:
    a. Most recent full and complete ARD paperwork.
    b. Manifestation Determination ARD meeting paperwork.
    c. Most recent evaluation of eligibility for special education services.
    d. Current IEP and Behavior Intervention Plan (BIP), if applicable.
8. The referring school district shall remain responsible for making available the services, if any, necessary to provide Free Appropriate Public Education (FAPE). Such services to provide a free and appropriate public education are the only services that the referring district is obligated to provide.
9. Should the proposed expulsion be under Texas Education Code 37.007 (a), (d) (mandatory expulsion) or (e), a representative of the JJAEP campus must be invited to the student's ARD committee meeting.

10. The JJAEP campus must receive reasonable notice of the meeting of the student's ARD committee to attend the ARD and may participate in the ARD meeting to the extent that the meeting relates to the student's placement in the JJAEP. The JJAEP campus will forward notice to the JJAEP Administrator if not included on notice from participating district.
11. Should the JJAEP campus suspects that a student may who qualify for services under IDEA but is not currently identified, the student will be referred to the home campus for possible evaluation.
12. Any student who does not meet the eligibility requirements of the JJAEP Interlocal Agreement is not entitled to educational services by the JJAEP.
13. Special Education services must continue to provide any-and-all related services as outlined in the student's Individualized Education Plan (IEP).
14. Texas Education Code 37.0021, requires a written parental notice each time a restraint is used on a student receiving special education. The existing rules mandate a good-faith effort to provide verbal notice on the day the restraint occurs and written notice within one (1) school day.

(b) English as a Second Language (ESL). (1) The JJAEP, in collaboration with the sending school district, must ensure that a student who is non-English speaking or who speaks English as a second language is provided ESL services and instruction appropriate to address his or her needs, as determined by a language proficiency assessment committee (LPAC). (2) Documentation of LPAC determinations must be maintained.

POLICY

The El Paso County JJAEP shall provide English as a Second Language (ESL) services and instruction to meet the needs of students who speak English as a second language or are non-English speaking. In collaboration with the sending school district, the JJAEP must ensure that students identified as Limited English Proficient (LEP) receives ESL services appropriate to their need, as determined by a Language Proficiency Assessment Committee (LPAC), in accordance with state and federal guidelines.

PROCEDURE

1. ESL certified teachers shall provide ESL services and instruction. The primary goal is to support students in developing English language proficiency through second language acquisition methodologies, with explicit instruction in speaking, reading, listening, and writing.
2. Participating Districts shall identify JJAEP students who are LEP or primarily Spanish-speaking during the JJAEP intake. This identification shall be based on documentation provided by the student's LPAC or as part of the student's academic records.
3. Participating Districts must ensure that instructional planning for LEP or primarily Spanish-speaking students placed at the JJAEP includes consideration of language acquisition needs, as required by the Texas Education Code and LPAC recommendations. Instruction shall align with state requirements for English language learners to ensure equitable access to academic content.

(c) Section 504-Eligible Students. (1) The JJAEP must ensure, in collaboration with the sending school district, that a student who is eligible for services under Section 504 of the Rehabilitation Act of 1973 is provided services and instruction appropriate to address his or her needs, as determined by a Section 504 committee. (2) Documentation of Section 504 eligibility determinations must be maintained. **(d) Standardized Testing Protocols.** (1) JJAEP policies and procedures must describe the safeguards the JJAEP will use to maintain the integrity of the standardized testing process and confidentiality of test results. (2) JJAEP policies and procedures must include the following requirements: (A) tests must be maintained in a secure setting (e.g., a locked file cabinet) so that staff and students do not have access to the test except while the test is being administered; (B) staff are prohibited from making copies of the test; (C) staff are prohibited from teaching the specific questions on the test; and (D) unauthorized persons are prohibited from receiving test results, whether hard copy or electronic. (3) For statewide standardized tests, the JJAEP must adhere to all testing protocols required by the Texas Education Agency. (4) The JJAEP must administer the standardized test selected by TJJD to measure progress in reading and mathematics for students who will be enrolled in the JJAEP for at least 75 school days. (A) The pre-test must be administered within 15 days after the student's enrollment. (B) The post-test must be administered no sooner than 60 days after the student's enrollment.

POLICY

It is the policy of the El Paso County JJAEP to comply with Texas Administrative Code, Chapter 348.208 (a) and (d). to offer a High School Equivalency Program course. This program is designated to prepare eligible students to take and pass the high school equivalency exam, supporting their transition to further education, employment, or vocational training.

PROCEDURE

1. All high school equivalency candidates will be enrolled in a high school equivalency preparation program. Attendance requirements will be the same as for student pursuing a traditional high school diploma.
    a. The assigned Juvenile Probation Officer may submit a recommendation for high school equivalency testing for any JJAEP students under the jurisdiction of El Paso County 65th District Court.
2. Priority will be given to JJAEP students aged 16 or older who have earned four (4)or fewer high school credits and express interest in pursuing the high school equivalency path.
3. Students 18 years or older may proceed to testing once they meet the required scores on pre-tests.
4. Parents or guardians will be responsible for covering the cost of the five required tests and transportation to the testing site unless other arrangements are made and agreed upon by the assigned Juvenile Probation Officer and/or JJAEP Administrator.
5. YISD currently offers GED support and testing through its Ysleta Community Adult Learning Center (YCLC) located at 121 Padres Drive, El Paso, Texas 79907. YISD does not administer the official GED exam on campus, but prepares students for it.
6. The high school equivalency curriculum shall address the elements required to pass the high school equivalency test, but program components may be integrated into the regular program curriculum.
7. Candidates who do not master the practice tests will be required to continue to attend instruction integrated into the regular program in order to improve their skill level. Candidates who participate in the high school equivalency preparation program may retest when the teacher/instructor determines the student is prepared. Written permission from the teacher/instructor is required for re-testing.
8. When the student has mastered all five core-tests or a designated core-test, the student will be sent to the El Paso Community College (EPCC) or the respective certified high school equivalency ISD testing site within El Paso County to take final high school equivalency exams.
9. Scores or certificates will be mailed two or three weeks after the last test is taken. Once the certificate is received, arrangements will be made for the student to exit the JJAEP. Notification by the ISD will be provided to the JJAEP.
10. Prior to taking the final high school equivalency test, the student will have to get a TX ID and pay a cost for the high school equivalency the testing. The JJAEP will have to keep up with any cost changes to advise the family when the time comes for high school equivalency testing.
11. Verification documents at the time of a TJJD monitoring visit will include:
    a. High school equivalency file;
    b. High school equivalency class work;

c. High school equivalency curriculum.

12. Other areas of verification for high school equivalency completion:

a. High school equivalency examinations results;

b. Testing documentation, if applicable.

(e) Counseling. Counseling services (individual or group) must be available to all students in attendance at the JJAEP.

POLICY

El Paso County JJAEP is committed to ensuring that any demonstrated social service or counseling needs of students are promptly addressed through appropriate referrals to qualified service providers. Counseling services shall be available to all students in attendance at the JJAEP. These services may be provided through contracts with community-based service providers. All subcontracted providers must successfully undergo and pass an NCIC/TCIC background check and attend JJAEP New Orientation Training (ANE portion only) prior to service provision.

PROCEDURE

1. The assigned Juvenile Probation Officer, along with any assigned school-based caseworker or social worker (whether contracted or employed by YISD), will utilize interviews, screenings, and/or assessments to identify the student's and family's needs.

2. The JJAEP campus and assigned Juvenile Probation Officer will collaborate to ensure both academic and emotional needs of the student are identified and addressed appropriately.

3. If student is referred to the Juvenile Justice System, the assigned Juvenile Probation Officer will provide a Pre-Pact assessment and/or Full-Pact assessment (as appropriate based on case status within Juvenile Justice System) and provide referrals based on youth's identified criminogenic risk factors and other identified needs.

4. For adult JJAEP students not under formal supervision, a social service assessment may be conducted by the assigned JPO, JJAEP Administrator, or Court Representative. Collaboration with school-based staff or Adult Supervision Officers will be coordinated for service linkage.

5. Students requiring social services will be referred to the appropriate social service agencies by the supervising Probation Officer (adult or juvenile), JJAEP Administrator, school counselor, social worker, or Community in Schools (CIS) caseworker. Social services may include:

a. Academic tutoring.

b. Mentoring services.

c. After-school activities.

d. Drug, gang, and violence prevention activities/counseling.

e. Career assistance and exploration.

f. Work experience opportunities.

g. Enrichment activities and field trips (includes restorative discipline circles, as appropriate).

h. Peer pressure, self-esteem, anger management programs, and cognitive skills.

i. Referrals to health clinics.

j. Referrals to family counseling (mental health professionals).

k. Referrals to Multisystemic Therapy (MST)

6. The Juvenile or Adult Probation Officer will refer the family to their department's service providers or other appropriate community-based social service providers to address the youth's needs. Families with private insurance may attain services through their own providers.

7. Some JJAEP facilities may have nurses, counselors, and caseworkers available such as Communities in Schools (CIS) caseworkers, or school counselors that may assist in determining other needs; they are available to make referrals for other services that are not provided by the school with outside agencies such as medical, teen pregnancy services, or vocational agencies.

8. If counseling services are deemed necessary due to the student's risk factors and the student is under the jurisdiction of the El Paso County 65th District Court, these services must be reflected in the disposition documentation.

9. Any therapeutic or counseling services will be provided through a qualified and/or credentialed service provider or the family's health provider.

(f) Meals. (1) Written policies and procedures must require that each student in attendance at the JJAEP is provided a lunch meal on each school day. (2) A student may not be denied a lunch meal as a disciplinary measure.

POLICY

It is the policy of the El Paso County JJAEP to ensure that all students are provided with at least one (1) nutritious lunch meal during the course of the school day. Mealtimes shall be conducted in an orderly, quiet, and respectful environment. Meals shall never be used as a disciplinary tool or withheld for behavioral reasons.

PROCEDURE

1. The YISD shall provide lunch for each student assigned to the JJAEP in accordance with the JJAEP Interlocal Agreement.
2. Students must be properly monitored during meal hours by JJAEP operational staff.
3. Meals shall not be withheld, delayed, or disrupted as a form of discipline or sanction against a JJAEP student for their behavior.
4. Every student will be provided with a food tray regardless of their preference or willingness to consume the meal.

(g) Medical. (1) Authorization to Consent to Treatment. The JJAEP must have on file for each student: (A) an authorization to consent to medical treatment in accordance with Section 32.001, Family Code, signed by the student's parent, guardian, or custodian; or (B) documentation indicating the parent, guardian, or custodian has refused to sign. (2) Medication Administration. The JJAEP must have written policies and procedures governing the administration of medication to students. The policies and procedures must: (A) specify which personnel are authorized to dispense medication to students; (B) identify requirements for the storage, use, and distribution of all medication provided to students; (C) require the student's parent, guardian, or custodian to provide a written request for the administration of the medication; (D) specify that the JJAEP will not accept medication unless it is in the original, properly labeled container; and (E) require that distribution of all medication be documented, including the date/time administered, name of the person who administered, student's name, type of medication, and dosage.

POLICY

El Paso County JJAEP shall comply with TJJD standards, applicable school district policies, and provisions of the Texas Human Resources Code regarding medical procedures. While the JJAEP does not offer an intensive physical education program, it will adhere to all guidelines concerning student health, medication administration, and medical emergencies.

PROCEDURE

1. The JJAEP campus shall obtain a Medical Release Form signed by the student's parent, guardian, or custodian as part of the initial intake process.
2. During intake, the school nurse will conduct a medical intake to determine if the student has any special health needs or medical conditions that may require staff awareness or accommodations.
3. A Medical Consent Form must be completed and signed. If the parent/guardian refuses to sign, the refusal must be documented and maintained in the student's file.
4. Students with existing medical conditions must notify the school nurse or JJAEP Administration.
5. Students taking medication must have a written order or prescription from a licensed Texas Physician.
6. Only the nurse or parent/guardian are permitted to administer medication.
7. All medication must;
    a. Be stored in a locked cabinet in the nurse's office.
    b. Be in the original, properly labeled container.
    c. Be logged in a medication administration log that is maintained by the school nurse.

8. If a student presents with a condition that may require further evaluation, the school nurse shall refer the family to an appropriate medical provider. Failure to follow the nurse's recommendations may result in a DFPS report.
9. For students with chronic or life-long conditions (e.g., diabetes, seizures), the nurse will ensure that appropriate measures and accommodations are in place to safeguard the student's health while attending the JJAEP.
10. If a student is diagnosed with a cardiac or respiratory condition, the nurse may require written medical clearance before allowing participation in any physical activity or community service projects that involve exertion.
11. In instances of medication error, including but not limited to, ingestion of incorrect medication or overdose of medication, or if a student alleges to have ingested incorrect or overdose of medication; the following procedures must be adhered to immediately:
    - **a.** Contact poison control at 1-800-222-1222.
    - **b.** Contact nurse.
    - **c.** If nurse is not on duty, contact EMS.
    - **d.** Student should be transported immediately to the hospital.
    - **e.** Parents/guardians, district officials, and JJAEP Administrator/JPD officials should be contacted immediately.
    - **f.** A TJJD incident report must be completed within 24 hours of incident (Serious Injury and/or Supervisory Neglect).
    - **g.** If the nurse has any medical records that could be beneficial to emergency personnel or doctors, copies should be provided to emergency personnel.

(h) Programs that Include Intensive Physical Activity. (1) Weather-Related Policies. A JJAEP that has an intensive physical activity component must develop written policies and procedures regarding extreme weather conditions. These policies and procedures must address the following: (A) gradual acclimatization to hot weather; (B) student clothing for various weather conditions; (C) specific criteria for temperature and humidity level and other weather conditions that indicate when outside activity is not allowed; and (D) the provision of a water break to students at least once every 30 minutes during the intensive physical activity period. (2) Pre-Participation Physical Evaluation. (A) A student may not participate in intensive physical activity unless the student has received a pre-participation physical evaluation performed by a Texas-licensed: (i) physician; (ii) physician assistant; (iii)advanced practice registered nurse; or (iv) doctor of chiropractic. (B) The pre-participation physical evaluation must have been completed within one calendar year prior to the student's participation in intensive physical activity. (C) The pre-participation physical evaluation must indicate whether or not the student has any temporary or permanent physical limitations or conditions that would limit or prohibit participation in intensive physical activity. (D) The JJAEP must adhere to the limitations or prohibitions noted in the pre-participation physical evaluation report.

POLICY

The El Paso County JJAEP provides physical education and activities to all enrolled students as part of the instructional program. However, it does not include an intensive physical activity component at any of its facilities. Therefore, students will not be required to undergo physical activity screenings as part of their participation in physical education activities.

§348.210 STUDENT ATTENDANCE ACCOUNTING

(a) Administrator's Responsibility. The JJAEP administrator must ensure that attendance records for all students enrolled in the JJAEP are accurately documented, maintained, and reported to TJJD. **(b) Aggregate Attendance Accounting.** (1) The expulsion category of each student enrolled must be recorded on the student attendance records. (2) A specific character on the student attendance record must be used to identify a student's status as present, absent, or inactive. **(c) Student Entry and Exit Accounting.** (1) The student's recorded entry date is the first day the student is physically present at the JJAEP. (2) A student's recorded withdrawal date is the first school day on which the student is no longer enrolled in the program. The withdrawal date cannot be a date on which the student was present. (3) The JJAEP must maintain daily student sign-in sheets that contain each student's printed name and signature. (4) The time of entry or exit must be noted on the student sign-in or sign-out sheet for a student who arrives late or leaves early on any school day. (5) During the regular school year, a student must be present for at least four hours of the school day for it to qualify as an attendance day. **(d) Inactive Status.** (1) A student must be placed on inactive status if he or she: (A) is in juvenile detention and is not permitted to attend the JJAEP; (B) is in jail; (C) is a documented runaway; (D) is absent for a minimum of four consecutive school days due to an illness or other medical reason documented by a licensed physician, physician assistant, or advanced practice registered nurse; or (E) is absent for a minimum of 10 consecutive school days, which may roll over to the start of the next semester attended by the student. (2) Inactive status begins on the date the event resulting in placement on inactive status begins, as noted on the verification documentation. The documentation must be maintained in the student's file. If verification documentation is not provided, inactive status may not begin until the 11th consecutive school day of absence. (3) A student who is maintained on inactive status for 30 consecutive school days must be withdrawn on the 31st day of inactive status. A student may not be maintained on inactive status for more than 30 consecutive school days, which may roll over to the start of the next semester attended by the student. **(e) Reporting Absences.** The JJAEP must have written policies and procedures that specify which staff member is responsible for reporting absences to the sending school district, which must occur at least once per week.

POLICY

It is the policy of the El Paso County JJAEP to ensure the accurate verification and reporting of student expulsion categories, attendance records, including total days present and absent, and inactive status in accordance with applicable TJJD requirements and the JJAEP Interlocal Agreement executed with participating school districts.

PROCEDURE

1. Each JJAEP student shall sign in at the exact time of arrival and sign out at the exact time of departure to ensure accuracy and minimize errors on the monthly activity report. Sign-in sheets shall be completed daily and must include the student's printed name and legible signature.
2. Students must remain in attendance within the JJAEP for a minimum of four (4) hours of the school day during the regular school year to be considered present for JJAEP standards and reimbursement. However, for purposes of improved academic outcomes, JJAEP students should remain in attendance for the entire instructional day.
3. For purposes of attendance accounting, a student officially begins JJAEP on the first day the student is physically present in JJAEP course instruction for a minimum of four (4) hours. This does not include the JJAEP intake process unless the intake is followed by course instruction totaling four (4) hours or more.
4. The school attendance clerk or registrar for the JJAEP campus shall provide all student attendance records by the third (3rd) calendar day of each month in accordance with the JJAEP Interlocal Agreement related to the MAR process.
    a. The school attendance record (covering the entire month) and the monthly sign-in sheet for each student must be submitted together as part of the Monthly Activity Report (MAR).
    b. The JJAEP campus attendance clerk or registrar is required to notify the assigned Probation Officer or JJAEP Administrator of any student prolonged absences. In accordance with the Texas Compulsory Attendance Law, the JJAEP will comply with all related truancy reporting requirements, including timely referrals to the appropriate entity.
5. Absences extending beyond ten (10) consecutive school days will be recorded as "Inactive days" and must be supported by documentation attached to the monthly attendance records. Acceptable documentation includes confirmation that the student was detained, incarcerated, had runaway/absconded status, or experienced a documented extended illness or medical condition certified by a licensed physician or physician's assistant.
6. If it is determined that the student will not return, or has not returned, within thirty (30) consecutive school days, the JJAEP shall officially withdraw the student from the program on the 31st day. A student shall not be maintained on "Inactive Status" for more than thirty (30) consecutive school days. In the event the JJAEP

campus implements online instruction as part of their COOP plan due to extenuating circumstances, a youth who is unable to locate or become inactive may not be withdrawn or removed from JJAEP.

7. The official withdrawal date shall reflect the first full school day student is no longer enrolled in the program. This date is not the last the student attended JJAEP courses but the next full day of non-attendance.
8. YISD shall complete, review, approve, and sign the JJAEP Monthly Activity Report (MAR) **(APPENDIX K- JJAEP MONTHLY ACTIVITY REPORT**) each month and submit it, along with all required supporting documentation, to the JJAEP Administrator by the third (3rd) calendar day of the month. If the third calendar day falls on a weekend or holiday, the submission shall be due the following business day. Late or repeated inaccurate submissions may be considered non-compliant.
9. The identified Campus Administrator shall review and approve the MAR prior to its submission to JPD as part of JJAEP accountability quality assurance efforts. This will also assist to minimize errors on the MAR report.
10. The JJAEP Administrator retains the authority to reconcile any discrepancies. Any discrepancies, errors, or lack of supporting documentation originating from YISD that cannot be reconciled will be considered non-compliance and noted as part of the Compliance Monitoring Report, Annual Management Review and/or Annual Performance Review.
11. Upon final internal approval, the JJAEP Administrator will forward the Monthly Activity Report, attendance voucher and all supporting documentation to TJJD by the 10th calendar day of each operating month.
12. Late submissions are non-compliance and will require the JJAEP Administrator to send an email to the TJJD Performance Accountability Specialists and copy the Chief Juvenile Probation Officer specifying the reasons for lateness and action plan to submit MAR documentation as soon as possible.
13. Reimbursement to districts is done on a quarterly basis, however, voucher is submitted to TJJD on a monthly basis.

§348.212 INTER-LOCAL COOPERATION

Inter-Local Cooperation. (a) Parent, Guardian, or Custodian. (1) Progress reports must be given to the student and the student's parent, guardian, or custodian a minimum of once every 120 school days. (2) Except in cases where a parent, guardian, or custodian withdraws a student, the JJAEP must notify the student's parent, guardian, or custodian in writing of the student's withdrawal from the JJAEP prior to the withdrawal date unless the date is not known prior to the withdrawal. The JJAEP must maintain this documentation. (b) School District. (1) Student Entry and Exit Transition Plans. (A) For each student, the JJAEP must coordinate with the sending school district to develop a written transition plan for entrance into the JJAEP. (B) For each student, the JJAEP must develop a written exit transition plan, provide the plan to the receiving school district, and maintain written verification that the plan was sent. The exit transition plan must include all information regarding courses in progress or completed, current grades for courses in progress, and number of attendance days and absent days. (C) The JJAEP must provide the student and the parent, guardian, or custodian with a copy of the exit transition plan. (2) Student Assessment. All students enrolled in the JJAEP must take the statewide assessment as required under Section 39.023, Education Code. The JJAEP must have policies and procedures addressing: (A) the delivery of testing materials to and from the JJAEP if the assessment is administered on-site; and (B) the administration of the statewide assessment to the students.

POLICY

Each school district's expelling entity shall notify the student's parent, guardian, or custodian, the JJAEP campus, and the JJAEP Administrator of the student's enrollment into and exit from the JJAEP. Strong emphasis shall be placed on parental engagement through the JJAEP intake and exit transition meetings, during which a regular educational review will inform parents/guardians of the student's academic standing. While the student is enrolled in the JJAEP, each participating district shall also provide academic progress reports to parents/guardians at least once per semester or earlier, if requested by the El Paso County 65th District Court.

PROCEDURES

A. JJAEP PROGRAM REFERRAL AND ENTRY:

1. Pursuant to Texas Education Code §37.0081, the authority to expel and place a student in an alternative school setting rests with the school district's Board of Trustees or its designee.
2. The designated Behavior Coordinator on each campus/district shall carry out the responsibilities outlined in Texas Education Code, Chapter 37 before placing a student in a JJAEP, including cases where a student already enrolled in JJAEP becomes subject to in-school (ISS) suspension or out-of-school suspension (OSS).
3. The expelling school district must conduct an expulsion hearing and forward the final expulsion containing all required data including the TSDS number, to the JJAEP Administrator no later than three (3) business days after the final appeal hearing is concluded and decision to expel is upheld. Failure to provide this documentation will result in the student remaining in the district's disciplinary alternative education program (DAEP).
4. Days served in DAEP while a student awaits JJAEP placement will count toward the student's JJAEP expulsion term. The JJAEP Administrator has the authority to change/update the JJAEP estimated exit date.
5. Placement documentation submitted to the JJAEP Administrator will be reviewed to verify that eligibility criteria are met under Texas Education Code, Chapter 37.007 and the Interlocal Agreement. Documentation must demonstrate:
    - **a.** The student's alleged offenses must be one that qualifies as a mandatory expulsion offense under in §37.007 (a), (d), and (e) of the Texas Education Code. **(SEE APPENDIX L–JJAEP OFFENSE CODES).** The conduct does not have to occur occurred on school property or while attending a school-sponsored or school-related activity to warrant placement in JJAEP.
    - **b.** If the offense is drug or alcohol related and is punishable as a felony, it **does not** have to occur on school property or within 300 feet of school property, as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity, whether on or off school property.
    - **c.** Participating Districts shall adhere to the guidelines established under Texas Education Code 37.302-.303, 37.304, 37.305, 37.306, 37.309-.310, 37.311 with regard to students placed in a JJAEP due to an offense which requires them to register as a sex offender. Participating Districts must adhere to expulsion term established guidelines as delineated in this policy and reflected on the JJAEP Interlocal Agreement.
    - **d.** The expelling school district **MUST** file a formal offense report with the appropriate law enforcement agency describing the conduct that led to expulsion.
    - **e.** The law enforcement agency **MUST** make a formal referral of the offense to the juvenile court or, for adult students, to the appropriate adult criminal justice system
    - **f.** Students referred to JJAEP must be expelled for a minimum of seventy-five (75) school days. The maximum term may not exceed one hundred eighty (180) school days, except in firearm-related cases, where the term may be extended to a maximum of one (1) calendar year.
    - **g.** In cases where student enrollment at the JJAEP nears capacity:
        - **(i)** YISD is not required to serve more than thirty (30) students placed at JJAEP concurrently. However, should special circumstances arise in the event that JJAEP enrollment reaches 90% of capacity, or if a single Participating District accounts for more than 67% of enrolled students. YISD may limit individual student placements to a maximum of 100 school days, and the standard 75-day placement review may be scheduled earlier, subject to district agreement.
        - **(ii)** A waiting list shall be initiated once JJAEP enrollment reaches 90% capacity. During this time, Participating districts are responsible for placing expelled students in their own DAEP.
        - **(iii)** Students shall be accepted into JJAEP from the waiting list in the order received, provided the student has at least forty-five (45) school days remaining in their expulsion term.
        - **(iv)** Student expelled for violent conduct or firearm-related offenses will receive priority placement up to full capacity.
        - **(v)** In the event a student enrolled in the JJAEP commits a disciplinary infraction that violates the YISD or the JJAEP Student Code of Conduct, disciplinary action may be taken, including the

extension of the expulsion term and JJAEP placement, as outlined in the Student Code of Conduct.

(vi) The JJAEP will not accept referrals within the last three (3) weeks of YISD's instructional school year. Referrals received during this period, will be denied, and the referring district will be responsible for placing the student in its own DAEP through the end of the school year.

h. Pursuant to Section 37.011(k)(3) of the Texas Education Code, a student may be placed in the JJAEP if the student engages in serious misbehavior as defined in 37.007(c), TEC. However, El Paso County and YISD shall only accept students expelled for mandatory offenses as outlined in **EXHIBIT A** of the JJAEP Interlocal Agreement between the Juvenile Probation Department and the ISD's operating and participating in JJAEP services.

i. In order to be accepted for placement in JJAEP, a student must be aged ten (10) and over and in grade 6 or higher and be expelled. The Participating District will fully consider all mitigating factors, exhaust all appeals and alternative DAEP placement before determination is made to place the student in JJAEP.

(i) The Participating District is aware and agrees that such student shall be placed and will receive educational services with middle school students at Cesar Chavez Academy Middle School.

(ii) Placement in JJAEP will not exceed twenty (20) school days, and enrollment of the elementary school student will not require YISD to add or reassign staff to meet teacher to student ratios on secondary levels.

(iii) Participating districts acknowledge and accept that El Paso JJAEP may, but is not required to separate middle school students from high school students in accordance with the Interlocal Agreement.

6. Within three (3) business days of an expulsion hearing held under §37.009 of the Texas Education Code, each Participating District must provide the El Paso County Juvenile Probation Department with a copy of the expulsion order, along with all required information under §52.041 of the Texas Family Code. Failure to do so will result in the student remaining in the district's DAEP until proper notice is submitted.

7. The expulsion notice must also be provided to the parent/guardian, JJAEP Campus, and JJAEP Administrator, and must include:

a. Student's full name and Date of birth.

b. Mandatory offense and corresponding offense code.

c. Expulsion term details:

(**i**) Expulsion date

(**ii**) Expulsion term expiration date

(**iii**) Identified review date

d. Texas Student Data System (TSDS) number.

e. PIEMS number.

f. Law Enforcement Agency (LEA) incident report number.

g. If student is classified as special education and/or 504. Special education and 504 documents must be provided to the JJAEP Administrator alongside the expulsion notice package.

8. If the student receives special education services, the Participating District must provide a copy of the most recent and complete Admission, Review, and Dismissal (ARD) documentation, including the manifestation determination, current IEP, and eligibility assessment.

9. Each Participating District must provide a copy of the law enforcement report or "Notice of Delinquency" corresponding to the expellable offense at the time of expulsion letter submission.

10. For adult students with pending charges in the adult criminal justice system, the JJAEP Administrator may accept offense records obtained from On-Call Records (WebRMS) or Odyssey if verified to meet mandatory expulsion criteria and supported by probable cause.

11. Upon receipt of all required documentation, the JJAEP Administrator will issue a "REFERRAL ACCEPTANCE FOR JJAEP PLACEMENT" within three (3) business days to the referring school and campus administrator. **(SEE**

APPENDIX M – JJAEP ACCEPTANCE FORM). While the student may be accepted for placement, official enrollment in the JJAEP does not occur until the student's first day of attendance**.**

12. If the offense or documentation fails to meet eligibility standards, the JJAEP Administrator will issue a "REFERRAL DENIAL" form to the referring school. **(SEE APPENDIX M-1 – JJAEP DENIAL FORM)**
13. If a student fails to enroll in the JJAEP within ten (10) school days of the JJAEP acceptance (in which no appeal is pending), the placement will be rescinded.
14. To ensure a smooth transition and compliance with Texas Administrative Code 348.212, the sending campus must immediately provide a written transition plan, including transcripts, all required school and discipline records, and LEP or SPED documentation, to the JJAEP Campus.
15. Upon issuing the JJAEP Acceptance Form, the JJAEP Administrator will also submit a JJAEP Request for School Records. The expelling district shall provide all necessary records within three (3) business days of the acceptance determination.
16. School records must include:
    - **a.** The withdrawal form from the home school.
    - **b.** Complete transcripts and grades.
    - **c.** CUM file.
    - **d.** Special Education Records, if applicable to include ARD documentation such as the Manifest documentation and IEP upon exit.
    - **e.** Notification of Expulsion.
    - **f.** Immunization records.
    - **g.** Final credits earned.
    - **h.** State assessment results (SEE EXIT DATA REPORTING)
17. The JJAEP Campus will schedule a JJAEP Intake appointment with the student and parent/guardian within seven (7) to ten (10) school days of JJAEP acceptance. If this timeline cannot be met, the JJAEP campus must communicate reasoning to JJAEP Administrator.
18. Although a student may be accepted into JJAEP, enrollment in the JJAEP may be delayed due to capacity limits or other special circumstances.
19. During the JJAEP intake, the student and their parent/guardian will receive a copy of the JJAEP Student Code of Conduct (SCC) and sign the **JJAEP STUDENT CODE OF CONDUCT ACKNOWLEDGMENT STATEMENT (APPENDIX N)** along with other JJAEP intake documents to include the **Abuse, Neglect and Exploitation Form (SEE APPENDIX S).** An emphasis will be placed on the JJAEP's policy regarding a zero-tolerance for sexual abuse, prevention of Abuse, Neglect or Exploitation and compliance with the Prison Rape and Elimination Act (PREA) for all juvenile justice programs, to include JJAEP.
20. At the start of each school year, or as deemed appropriate, Participating Districts will conduct placement reviews for those expulsions carried over from the prior school year and who have reached or exceeded their 75th day placement day in JJAEP.
21. If a student is accepted into the JJAEP but not enrolled due to voluntarily withdrawal by the parent/guardian, the student will remain eligible for JJAEP placement if re-enrolled in a participating district. However, the referring district must hold a new expulsion hearing and issue an updated expulsion term along with the required expulsion package.

B. PROGRESS REPORTS

1. Progress reports for students enrolled in the JJAEP shall be provided to the parent, guardian, or custodian and the JJAEP Administrator or assigned supervision officer at a minimum of once every 120 days or more frequently upon request by the JJAEP Administrator or the 65th District Court.

2. The JJAEP Campus shall regularly review the student's progress towards meeting adequate academic standards. The JJAEP Exit Transition Meeting shall be held prior to the student's return to the home campus to:
    a. Review the student's academic and behavioral progress.
    b. Discuss achievements and obstacles during JJAEP placement.
    c. Develop a graduation or educational transition plan.
    d. Identify necessary supports to help the student remain successful post-placement.

C. JJAEP EXIT CRITERIA

1. A student shall exit the JJAEP under the following conditions:
    a. Upon completion of the expulsion term as stated in the student's official expulsion letter.
    b. Upon completion of court-ordered or deferred supervision, or
    c. At the discretion of the expelling school district, provided the district notifies the JJAEP Administrator in writing of its decision to end the placement. It is strongly recommended that districts expel students for a minimum of seventy-five (75) school days, which allows sufficient time for the student to demonstrate academic and behavioral progress and to complete the IOWA standardized post-test.
2. All Participating Districts provide an appeal process for expulsion decision. A school district retains the authority to make an administrative decision to remove a student from the JJAEP and either return the student to their home school or place them in the district's Disciplinary Alternative Education Program (DAEP). Written notification must be submitted to the JJAEP Administrator by the school district or its designee. This notification shall be documented in the student's JJAEP electronic file.
3. If an expulsion decision is overturned, the Participating District must notify the JJAEP Administrator on the same business day the decision is made.
4. Students who have been enrolled in the JJAEP for at least sixty (60) school days shall be administered the IOWA Post-Test prior to their projected exit date.
5. Assigned Juvenile Probation Officers must inform the JJAEP Administrator at least thirty (30) calendar days in advance if early termination of court supervision or deferred prosecution is being recommended. This advance notice is necessary to ensure that the student can be post-tested prior to exit from the program and reimbursement purposes. Failure to notify may result in missed testing if the student exits the program due to supervision ending.
6. When a student completes a legal supervision status (e.g., Deferred Prosecution (DP), Court Ordered Probation, Adult Community Supervision), or receives a Motion to Terminate, Review Hearing Order, or Letter of Closure/Completion, the JJAEP Administrator or designee shall promptly inform the JJAEP Campus and the student's home district of the change in legal status.
    a. Following receipt of a legal status change, the school district shall determination whether to transfer the student to their Disciplinary Alternative Education Program (DAEP) or re-enroll the student at the home campus. turn the student to their home school.
7. If the student court disposition results in dismissal, not guilty, or prosecutorial decline the district must receive supporting documentation. Upon receipt, the districts shall determine disciplinary action.
8. The JJAEP Campus shall submit a Withdrawal Form or Universal Lever Form to the JJAEP Administrator within five (5) school days of exit from the program.
9. The JJAEP withdrawal packet will assure that that the home school receives all the necessary information needed for the student's continued success. **(APPENDIX O – EXIT DATA REPORTING FORM)**
10. Students exiting the JJAEP during the summer due to completion of supervision will be counted toward the prior school year's enrollment data. The cut-off date for summer exit reporting is the day before the start of the new school year.

D. EXIT TRANSITION MEETINGS

1. Upon receiving notice from the JJAEP Administrator that a student is exiting due to completion of the JJAEP term of termination of supervision, the JJAEP Campus Administrator will coordinate an Exit Transition Meeting with the student's home school.
2. The purpose of this meeting is to fulfill requirements under Texas Administrative Code §348.212 and develop a plan that promotes academic success, social reintegration, and continued progress upon the student's return to their home campus.
3. Participants invited to the Exit Transition Meeting include:
    a. JJAEP Campus Administrator.
    b. JJJAEP Campus Counselor.
    c. Communities in Schools Coordinator (CIS)
    d. JJAEP Campus Teachers or SPED Teacher (if applicable).
    e. Home Campus Administrator
    f. Home Campus Counselor
    g. Assigned Juvenile Probation Officer or JPD Representative
    h. Student and Parent/Guardian.
4. The meeting will include a review of the student's JJAEP placement, progress, and accomplishments, and will establish a graduation or educational transition plan. The following information shall be reviewed during the JJAEP Exit Transition Meeting:
    a. Courses attended during JJAEP placement.
    b. Credits earned and credits pending.
    c. Disciplinary and behavioral progress.
    d. Attendance record.
    e. IOWA assessment pre and post test scores, if available.
    f. STAAR or TAKS assessment scores.
    g. Transcript and grades in progress.
    h. Academic accomplishments and personal improvements.
5. At the time of official exit, the parent or guardian will receive a withdrawal packet from the JJAEP campus. This package includes, grades, credit earned, attendance records, and withdrawal forms.
6. The JJAEP will forward the student's official transcript to their home school campus for placement and reintegration purposes.
7. The JJAEP Registrar shall ensure that all grades and course credit earned are transferred to the sending school district at the time of reentry.
8. For graduating students, a transcript must be provided indicating that the student is being recommended for graduation.
9. If the student's court disposition or legal status changes such as charges (e.g., case downgraded, dismissed, reduced to a misdemeanor, or no disposition), it is the responsibility of the student's school district to determine whether the student will return to their home campus or be placed into the district's DAEP.
10. An Exit Transition Meeting should be conducted prior to a student's release from the JJAEP whenever practicable. However, an Exit Transition Meeting may not be required when a student's charges are declined, dismissed, or otherwise resolved, or when the student's supervision is terminated without timely notification being provided to the JJAEP Administrator.

E. STATEWIDE ASSESSMENT

1. It is the policy of the El Paso County JJAEP that all enrolled students shall participate in the State of Texas Assessment of Academic Readiness (STAAR) and the End-of-Course (EOC) exams in accordance with TEA guidelines and grade level.
2. Students enrolled in JJAEP will take the STARR assessment at their assigned grave level.
3. All testing personnel shall be trained in accordance with TEA guidelines through a pre-scheduled staff development session prior to test administration.

4. Each JJAEP campus shall appoint a designated testing coordinator (typically the school counselor) responsible for:
    a. Maintaining test security,
    b. Ensuring proper administration of assessments, and
    c. Safeguarding the confidentiality of the testing materials.
5. Designated teachers may assist the principal or testing coordinator with verifying student grades, securing test materials, and administering the tests in full compliance with TEA requirements.
6. All state assessments scores shall be reported to the student's home school district as part of the JJAEP exit process.
7. Assessment scores will be retrieved by personnel with authorized access to TEA testing portal. These scores are required for inclusion in the TJJD Annual Performance Evaluation. **(SEE APPENDIX O – EXIT DATA REPORTING FORM)**
8. Students in JJAEP student who do not meet passing standards on STAAR (grades 3-8 or EOC) must receive accelerated instruction, which may include:
    a. Instruction from a recognized, exemplary, or master-certified teacher, or
    b. Supplement tutoring delivered before or after school, or embedded into the student's regular instructional schedule

(c) Juvenile Probation Departments. (1) The JJAEP and the local juvenile probation department must jointly coordinate the provision of needed social services for the students enrolled in the JJAEP. (2) Local juvenile probation departments must provide to the JJAEP information regarding the probation status of each student and the name of the student's juvenile probation officer. (3) The JJAEP must provide the local juvenile probation department with monthly attendance records of juvenile probationers enrolled in the JJAEP.

POLICY

The El Paso County Juvenile Probation Department shall collaborate with the JJAEP to ensure students have access to appropriate social services and support. JPD and the JJAEP Campus will coordinate and exchange necessary information regarding a student's probation status. In turn, the JJAEP Campus shall provide the JJAEP Administrator with monthly reports documenting each student's attendance, academic progress, and discipline records.

PROCEDURE

4. Within five (5) business days of a student's acceptance into the JJAEP, the JJAEP Administrator shall issue a JJAEP Collaboration and Status Notice to the JJAEP Campus and the assigned Juvenile Probation Officer. This notice shall include:
    a. Student's JJAEP start and projected end date.
    b. Eligible offense resulting in JJAEP placement.
    c. Student's current court or supervision status.
    d. Upcoming court dates, if disposition is still pending.
    e. School record request and JJAEP Exit Transition Meeting information.
    f. Name and contact information for the assigned Juvenile Probation Officer (if applicable).
    g. Notification to the Juvenile Probation Manager and Director to ensure continuity of supervision and support.
    h. Updates regarding any changes in court disposition or assigned probation officer.
    i. Clarification on placement status if the academic year is concluding.

5. The JJAEP campus liaison shall provide the following documentation to the JJAEP Administrator or designee on a monthly basis. These records are critical for monitoring student progress and fulfilling court or supervision requirements:
    a. Monthly Activity Report (MAR).
    b. Student Roster/Spreadsheet - Identifies current enrollments and exit dates, submitted with MAR

c. Attendance Records - Especially for students on court-ordered probation, as probation officers may need to request these for reporting or court hearings

d. Grades in Progress and Discipline Referrals - Required for all significant behavioral incidents in violation of the JJAEP Student Code of Conduct. All disciplinary referrals, including minor infractions, should be included for comprehensive court documentation

§348.214 PHYSICAL PLANT

Physical Plant. (a) The JJAEP must conform to all applicable federal, state, and local ordinances and codes. Each JJAEP must have on file the most recent inspections (i.e., health and fire) conducted by the local governmental authority having jurisdiction. (b) The number of occupants in the JJAEP may not exceed the rated capacity as determined by the appropriate fire authority. The JJAEP must maintain documentation from the appropriate fire authority for the rated capacity of each classroom and for the entire building. (c) The classroom space and common areas must be adequate to meet the programmatic requirements for each student enrolled and in attendance in the JJAEP, including sufficient seating and desks or tables. (d) All fixtures, including any emergency lighting, must be in working order. (e) Repairs must be made promptly to all furniture, equipment, and fixtures currently in use that are not in safe working order.

POLICY

El Paso County JJAEP shall comply with all applicable federal, state, local building codes, ordinances, and regulations, as well as TJJD standards regarding physical plant operations and safety. To ensure compliance, the PHYSICAL PLANT COMPLIANCE MONITORING ASSESSMENT shall be utilized annually. This review will evaluate the status of health and fire inspections, occupancy signage in classrooms and common areas, and the adequacy of classroom spaces, fixtures, and common areas to meet the programmatic needs. **(SEE APPENDIX E AND E1 – PHYSICAL PLANT COMPLIANCE MONITORING ASSESSMENT).**

PROCEDURE

1. All emergency exits within each of the JJAEP buildings must be:
   - **a.** Properly located and accessible.
   - **b.** Clear from obstruction
   - **c.** Permanently marked and visible for evacuation during fire or other emergencies.
2. Places of assembly must have a minimum of two (2) operational exit options.
3. Occupancy limits for all facilities must be posted and established in accordance with guidance form the local Fire Marshal. These include:
   - **a.** Rated capacity for each classroom.
   - **b.** Rated capacity of the cafeteria (with or without tables).
   - **c.** Rated capacity of the gymnasium area (if applicable).
   - **d.** Overall facility capacity as determined by the local Fire Marshal.
4. The JJAEP Campus shall ensure that the JJAEP facility maintains:
   - **a.** Comprehensive property insurance.
   - **b.** General liability insurance.
   - **c.** Workers' compensation insurance, in accordance with applicable laws. A copy of the insurance policy may be obtained through the school district's central office.
5. Interior finish materials and furnishings in classrooms, exit areas, and public assembly areas must meet the National Fire Safety Codes (NFPA) standards and applicable codes.
6. The JJAEP Campus must maintain separate and secure space for all mechanical equipment, including HVAC, electrical systems, and other infrastructure.
7. The JAEP Campus shall implement effective safety and security measures to:
   - **a.** Ensure the protection of students and staff.
   - **b.** Restrict access to unauthorized individuals or the general public. All visitors must check in with the campus front desk upon arrival and obtain appropriate authorization prior to entering the campus.

8. The JJAEP Campus must comply with all applicable federal, state, and local building codes. A valid "Certificate of Occupancy" issued by the City of El Paso must be maintained on site and available for all inspections.
9. To determine compliance with this standard, the following will be reviewed:
    a. Fire Inspection Report – Must be posted in a visible area within the facility.
    b. Health Inspection Report – If applicable, must be posted in the kitchen or food service area.
    c. Food Handler Certifications – If applicable, must be posted in the kitchen or food service area.
10. The **JJAEP COMPLIANCE MONITORING ASSESSMENT-PHYSICAL PLANT** shall be conducted annually by JPD/JJAEP Administrator. Additional assessment may be conducted if repeated non-compliance is identified.
    a. JJAEP Campus Administrators will be notified of discrepancies and provide two (2) weeks to correct the deficiencies pe Texas Administrative Code §348.214.
    b. The Physical Plant Compliance Monitoring Assessment will be reviewed by the Director of Intake Services for approval and guidance on actions to be taken on any incidents of non-compliance found within any of the JJAEP facilities.
    c. Compliance monitoring reports will also be forwarded to the Juvenile Chief Probation Officer for review. CJPO has the authority to communicate compliance, and non-compliance matters directly to district superintendents, school administrators, and other district officials overseeing alternative schools including JJAEP.

§348.216 SAFETY, SECURITY, AND EMERGENCY RESPONSE

(a) Security Plan. The JJAEP must have a written plan that addresses security: (1) within the JJAEP building(s); (2) on the JJAEP campus; (3) at JJAEP-sponsored events that take place off campus property; and (4) during transportation of JJAEP students; if applicable. **(b) Transportation** The JJAEP must have written policies and procedures that govern the use of motor vehicles to transport students enrolled in the JJAEP. The policies and procedures must address the following: (1) authorized methods of transportation; (2) security and supervision requirements; (3) authorized transport personnel; (4) procedures for responding to emergencies while transporting students; (5) a requirement to possess appropriate auto liability insurance when transporting students in personal vehicles, if allowed; and (6) circumstances under which a student is allowed to drive a personal vehicle to the JJAEP campus. **(c) Emergency Situations.** The JJAEP must have written policies and procedures regarding emergency situations. The policies and procedures must address the following: (1) emergency evacuation plans; (2) assignment of staff responsibilities; (3) notification of emergency services; and (4) procedures for specific emergency situations, including: (A) fire; (B) bomb threat; (C) hazardous weather conditions; (D) active shooter event; and (E) riot. **(d) Medical Emergencies.** The JJAEP must have written policies and procedures addressing medical emergencies. The policies and procedures must address the following: (1) obtaining medical assistance; (2) when emergency medical services must be called; (3) notification to appropriate staff and to the parent, guardian, or custodian of the student involved; and (4) documentation of the incident.

POLICY

The El Paso County JJAEP shall maintain a comprehensive security plan that ensures students and staff remain safely contained within the facility, prevents unauthorized access by the general public, and facilitates efficient communication and coordination among staff. The JJAEP Campus shall designate the front desk as the control area, which must be staffed during regular operational hours. Additionally, a written security plan shall be maintained for school-sponsored events held off campus and for transportation of JJAEP students.

CRISIS RESPONSE PROCEDURES

In the event of a crisis:

1. The first responder or designated person shall notify the front desk/control area.
2. Alarm systems may be activated to initiate lockdown or evacuation protocols.
3. Support staff using radios and security personnel will announce the designated emergency code (e.g., Code Red).
4. The JJAEP Campus Administrators and designated response team will report directly to the crisis location.
5. Fire drills shall be conducted at least twice (2) per academic year to evaluate response readiness. A fire drill code report and log must be completed by the JJAEP Campus Administrator or designee and submitted for review.

FRONT DESK/CONTROL AREA OPERATIONS:

1. Must be staffed by at least **one (1) staff member** during regular business hours.
2. JJAEP Campus Administrators will rotate monitoring duties if support staff are unavailable.
3. Phones at the control area are for official use only. Personal calls must be minimized to preserve campus security.

VISITOR CONTROL/GENERAL PUBLIC:

1. Visitors must report to the front desk, sign in, and declare the purpose of their visit.
2. No visitor shall pass the control area without prior authorization or clearance.
3. The public is prohibited from entering the main corridor, interior spaces, and classrooms without clearance.
4. Suspicious activity or unauthorized persons on campus grounds must be reported immediately to campus security including EPPD and the JJAEP Campus Administrators.

SCHOOL-SPONSORED EVENTS (OFF CAMPUS):

1. While off-campus school-sponsored events involving JJAEP students are rare, appropriate procedures and safeguards are in place to ensure student safety and compliance with all applicable standards in the event such activities occur.
2. JJAEP students must be supervised by an adequate number of authorized staff at all times.
3. Headcounts shall be conducted periodically throughout the event to ensure all students are accounted for.
4. Any staff member transporting students in a personal vehicle must have current liability insurance on file and maintain appropriate documentation.
5. A signed parental authorization form must be obtained prior to a student's participation in any off-campus activity.
6. In the event of a serious incident occurring during an outing, staff shall follow the same emergency procedures that apply on campus. Emergency services, JJAEP Campus Administrator, JJAEP Administrator, and TJJD shall be notified. A TJJD Incident Report must be submitted within 24 hours for any serious incidents or ANE allegations.

SCHOOL BUS TRANSPORTATION

The transportation of students attending the JJAEP is the sole responsibility of the student's sending school district. Neither the JJAEP, nor the Educational Fiscal Agent is responsible for arranging or providing transportation, including for students with disabilities who require transportation as a related service under federal or state law. Prior to placing an expelled student at the JJAEP, the Participating District shall access the student's access to transportation and must establish a documented transportation plan. If transportation challenges arise after placement, an emergency meeting with all involved parties, including the student's parents or guardians, shall be held. Should transportation become an ongoing barrier to regular attendance, the student may be exited from the JJAEP and return to the sending school district.

The Sending District's transportation plan must align with the YISD board-approved calendar, including all designated professional development days, early release days, holiday closures, inclement weather, intersession, Spring Break, and the beginning and end of the instructional year. Any conflicts between calendars must be addressed and resolved by the sending district through appropriate modifications to their transportation plans.

When transportation is provided by the Participating District, parents or another designated responsible adult is encouraged, whenever possible, to supervise their child at the bus stop, particularly during pick-up and drop-off times. However, it is recognized that many parents may have work or other obligations that prevent them from being physically present. In situations where, Participating District does not provide transportation, it becomes the responsibility of the parent or guardian to arrange reliable transportation to and from the JJAEP. Regardless of the method of transportation, students are expected to arrive at school on time each day. JJAEP personnel who are

authorized to transport JJAEP students in personal or district vehicles must possess a valid driver's license and maintain current proof of adequate auto liability insurance.

PROCEDURE

1. Before placing an expelled student at the JJAEP, the Participating District shall assess the student's access to transportation and develop a transportation plan to ensure consistent attendance.
2. If transportation challenges arise after placement, an emergency meeting with all involved parties, including the student's parent or guardian shall be held to identify a resolution.
3. Should transportation continue to be a barrier to consistent attendance despite efforts to address the issue, the student may be exited from the JJAEP and returned to the sending school district.
4. Participating Districts must align their transportation plans with the YISD board-approved calendar, including professional development days, early release days, holiday closures, inclement weather, intersession, Spring Break, and the beginning and end of the instructional year
5. Any serious incidents or negative behaviors involving a JJAEP student during transportation must be reported to the JJAEP Campus Administrator and the JJAEP Administrator.
6. Bus drivers shall follow their own district's policies and procedures for student transportation, vehicle safety, and maintenance.
7. Student misconduct on a school bus that poses a risk to others must be documented in an incident report. The report shall be submitted to the JJAEP Campus Administrator and forwarded to the JJAEP Administrator. Appropriate administrative or legal action may be taken based on the severity of the behavior.
8. A copy of all incident report will be forwarded to the JJAEP Administrator and maintained in the student's JJAEP/JPD case.
9. Emergencies occurring while transporting students must be handled appropriately and in accordance with established protocols, including notification of emergency responders (police, EMS) school administrators, parents/guardians, TJJD (if applicable), and the JJAEP Administrator.

EMERGENCY SITUATIONS

The El Paso County JJAEP shall maintain written policies and procedures regarding emergency situations, including protocols for evacuation, staff responsibilities, and emergency service notifications. Emergency procedures shall include, but are not limited to:

- **A.** Fire
- **B.** Bomb Threats
- **C.** Hazardous Weather Conditions;
- **D.** Active Shooter Event
- **E.** Riots
- **F.** Medical Emergencies

PROCEDURE

A. FIRE

1. The JJAEP shall implement fire prevention practices that prioritize the safety of staff, students, and visitors.
2. The El Paso Fire Department will respond to all fire-related emergencies.
3. The El Paso Fire Department shall inspect the JJAEP Campus fire safety plan annually, ensuring the proper placement of fire extinguishers, first-aid kits, and emergency exits.
    a. Fire extinguishers will be inspected, tagged, and certified annually by an independent and authorized agent.
    b. Any extinguishers used must be recharged and returned to full readiness as soon as possible.
4. The JJAEP Campus Administrator shall ensure that all staff receive training in the use of fire safety equipment and emergency procedures

Combustible Refuse:
All combustible refuse (e.g., rags used with flammable liquids) shall be disposed of immediately in exterior metal dumpsters. At no times will combustible materials such as this be kept or stored within the JJAEP campus facilities.

Fire Drill Procedures:
Fire drills must be conducted at least twice (2) per year, though individual school districts may require more frequent drills.

1. The JJAEP School Administrator or designee shall schedule and supervise the drills. Prior notification to students is discouraged to maintain realistic response times.
2. The alarm system will be activated by designated security personnel.
3. Students and staff will evacuate to the designated safe zone (staff parking lot).
4. A headcount will confirm all students are accounted for.
5. Once all staff and students are accounted for, and the "all clear" on the drill is issued, all persons shall return to the regularly assigned areas.
6. Fire drills will be timed, documented, and reviewed for effectiveness.
7. The JJAEP Campus Administrator or designee shall make entries of all fire drills conducted into a reporting form/log.
8. Records of all drills will be maintained and provided to the JJAEP Administrator.

Evacuation Plan:
JJAEP shall maintain and post emergency evacuation maps throughout the facility. The JJAEP Campus Administrator shall:

1. Ensure staff are trained on primary and secondary evacuation routes.
2. Maintain documentation logs of drills.
3. Review and update emergency plans accordingly.

Fire Prevention Practices:
Staff must regularly check for fire hazards, including:

1. Proper storage of combustible material.
2. Improper electrical wiring or overloaded outlets.
3. Expired extinguishers.
4. Cluttered storage or improper waste handling.
5. Use of fire-retardant furnishings where feasible.

Fire Response Procedures
Any staff member who first detects smoke or signs of a fire shall:

1. Attempt to extinguish the fire only if is small and controllable. However, the primary function of fire extinguishers is to assist evacuation, not to engage large or spreading fires.
2. Immediately notify the JJAEP Campus Administrator of the incident and request servicing and replacement of the used extinguisher.
3. Use the fire extinguisher following the **"PASS"** method:
   P - Pull the pin.
   A - Aim at the base of the fire.
   S - Squeeze the handle.
   S - Sweep from side to side.

Fire Plan Review
The JJAEP Campus Administrator shall review the fire and emergency plan with JJAEP staff annually and update the plan as necessary to remain in compliance with safety codes and best practices.

Fire Investigations
All reported fires, regardless of severity, must be investigated by the JJAEP Campus Administrator or by a qualified person designated to determine cause and appropriate follow-up actions.

Emergency Services and Firefighting Support
In the event of a fire emergency, 911 must be called immediately. The staff member making the call shall provide clear, complete information regarding the nature and location of the emergency.

Emergency Lighting
The JJAEP Campus shall maintain functional emergency lighting to ensure adequate illumination to exit areas during a power outage or emergency situation.

Fire Hydrants
Fire hydrants located on or near the JJAEP campus shall be:
1. Properly maintained in accordance with city codes.
2. Clearly identified for emergency use.
3. Included in staff and student orientation on safety equipment.

Fire/Smoke Detection System:
The JJAEP Campus shall be equipped with a comprehensive fire/smoke detection system, including:
1. Emergency pull stations.
2. Smoke detectors.
3. Fire extinguishers.
4. Audio/visual alarm indicators.

Emergency Pull Stations
Emergency pull stations may be utilized by staff when smoke or fire is detected prior to automatic system activation, or when immediate evacuation is warranted.
1. To activate: pull down on the handle to initiate the alarm.
2. Pull stations shall be tested annually for proper function.
3. Immediately report situation to the JJAEP Campus Administrator.

Trash Receptacles
To minimize fire hazards, all trash receptacles on campus must be:
1. Fireproof.
2. Readily accessible.
3. Emptied and cleaned daily.
4. In proper working conditions

Emergency Plans and Evacuation Maps
A copy of the facility's emergency floor plan and evacuation routes shall be posted in clearly visible locations throughout the JJAEP campus. Staff are expected to be familiar with evacuation procedures as part of regular training and orientation.

First Aid Equipment
JJAEP staff shall have access to emergency First Aid kits located throughout the facility. All JJAEP employees shall also receive periodic First Aid training as part of their ongoing professional development and compliance with JJAEP standards.

B. BOMB THREAT

Written Threats:

1. Preserve all written materials, including any envelopes, notes, or container.
2. Minimize handling to avoid disturbing possible fingerprints or evidence.
3. Immediately contact local law enforcement to assess the threat and intervene as needed.
4. After police are notified, contact the JJAEP School Administrator or designee and provide a full status update. All materials must be turned over to police upon their arrival at the scene.
5. Follow the district's policies and procedures in handling such threats.

Telephone Bomb Threat:

1. The staff member receiving a bomb threat call should refer to the Bomb Threat Checklist and attempt to gather the following details:
    a. Exact wording of the caller.
    b. Time the call began and ended.
    c. Description of the caller's voice.
    d. Key questions to ask, such as:
        - Where is the bomb located?
        - When will it go off?
        - What does it look like?
        - What kind of bomb it is?
        - What will make it explode?
        - Did you place the bomb?
        - Why?
        - What is your name?
2. Remain calm and courteous. DO NOT hang up, keep the caller on the line for as long as possible.
3. If possible, write a note to a colleague to call the authorities or, as soon as the caller hangs up, immediately notify law enforcement.
4. If the phone has a display, copy the number on the display.
5. Report the call to the JJAEP Campus Administrator immediately when call is terminated.
6. Initiate evacuation by moving students and staff to a designated safe distance from the building.
7. Law Enforcement or proper emergency response authorities upon deciding that a search is warranted will conduct search of the premises.
8. If the facility is evacuated, only emergency personnel shall remain on-site. Reentry may occur only with approval from law enforcement or the Fire Marshal. The School Administrator and designated staff will coordinate the evacuation and reentry process.
9. Student's parents/guardians shall be contacted and advised on the status and condition of their child within four (4) hours of the "all clear" given by law enforcement via telephone.

C. HAZARDOUS CONDITIONS

In the event of a **SEVERE STORM ALERT:** Students, staff, and visitors shall be relocated to a designated interior safety zone, such as hallway or shelter areas. In case of a power outage, emergency lighting and backup systems will automatically through the facility's emergency power generator, ensuring continued operation of critical systems and safe evacuation if needed.

D. ACTIVE SHOOTER EVENTS

The JJAEP Campus shall maintain a clearly defined, accessible policy for responding to active shooter incidents. These procedures must be readily available to staff and regularly reviewed.

1. Drill shall be conducted in accordance with district policy, state law, and TEA requirements to ensure that students and staff are prepared to respond effectively.
2. At El Paso County JJAEP, active shooter response drills are referred to as lockdown drills and follow established campus procedures for securing students and staff in place.
3. Typically, a minimum of one (1) armed law enforcement officer is on duty at the JJAEP Campus during regular hours to support safety and emergency response.

E. RIOTS

1. In the event of a riot, fight, or hostage situation, on-campus police officers shall be notified immediately. The El Paso Police Department will assume command of the situation and will instruct JJAEP Campus Administrators of necessary actions.
2. Students not involved in the incident will be moved to a safe place where they can be supervised and accounted for.
3. Once the disturbance is under control a headcount of students will be made to assure that the facility is secure, that no one has escaped, or may be hiding.
4. Police will detain students participating in the event for further investigation.
5. Appropriate action, including detention or release, will be determined by law enforcement based on the outcome of the investigation
6. JJAEP Campus Administrators shall immediately report the incident to the JJAEP Administrator and submit a written incident report.
7. A copy of the incident report will be placed in the student's case.

F. MEDICAL EMERGENCIES

To ensure the safety and well-being of all JJAEP students, any medical emergencies involving illness or injury must be addressed immediately. The JJAEP Nurse or designated staff member shall contact 911 without delay in the event of a serious medical incident.

DEFINITION:

Emergency Care: An emergency refers to any serious illness, injury, or situation, which may require surgery and may or may not be life threatening. The following guidelines will be followed in an emergency health related situation that may present itself as a life-threatening situation:

1. The first staff member on the scene shall begin administering first aid. A second staff member shall contact 911, notify the JJAEP Campus Administrators, alert campus police, and call the student's parents/guardians.
2. If the incident is life-threatening, the student shall be transported by EMS to the nearest hospital, accompanied by the student's signed Consent for Medical Treatment
3. Once the student has been stabilized or transported, a designated JJAEP staff member shall:
    a. Notify relevant personnel on the and await further instructions from the JJAEP Campus Administrators.
    b. Ensure either the parent/guardian or a staff member is present at the hospital to support the student. If a parent/guardian is unavailable, the student may be returned to school or home after receiving medical clearance.
    c. Seek immediate medical assistance if administrators are not immediately available, do not delay necessary care.
    d. In non-life-threatening situations, a staff member or nurse will contact the parent to pick up the student.
4. All medical emergencies shall be documented. A TJJD Incident Report will be submitted when any medical treatment has been provided. If it is a serious incident, it shall be reported via a telephonic call within one (1) hour to police and within four (4) hours to TJJD. The ANE Incident Report must be submitted within twenty-four (24) hours of the incident.

(e) Cardio-Pulmonary Resuscitation(CPR) and First Aid. Each JJAEP must have at least two staff members certified in CPR and first aid on duty and in close proximity to the students at all times when students are present at the JJAEP campus. Proof of current certification must be maintained in personnel or training files. Documentation must reflect the day certification expires.

POLICY

In accordance with TJJD standards and the JJAEP Interlocal Agreement, a minimum of two (2) staff members who are certified in Cardio-Pulmonary Resuscitation (CPR) and First Aid must be on-site and in close proximity to students at all times during operational hours. While the use of substitute teachers is common, they are not considered regular status employees and therefore are not required to hold CPR/First Aid certification. The JJAEP Campus Administrators shall coordinate with the JJAEP Administrator to ensure that at least two (2) regular staff members who are working on-site and included in the daily student-to-staff ratio are properly certified.

PROCEDURE

1. The JJAEP Campus must have a minimum of two (2) CPR and First Aid-certified regular staff on duty during all instructional hours. As designated by JJAEP Campus Administrators, newly hired regular status employees must acquire their certifications (CPR/ First Aid and CPI) within 60 days of employment.
2. Certification documentation for all regular status employees will be submitted at least yearly as part of the **STAFFING AND CERTIFICATION LOG** (**APPENDIX F**).
3. Certification logs will not contain names of short- or long-term substitutes. Valid certification cards, including expiration dates, must be submitted and kept on file with the JJAEP Administrator.
4. **Nurses** must maintain valid CPR/First Aid, and CPI certifications and must be identified in staffing plans as individuals who do not lapse in their required credential.
5. Communities Activities Officers (CAO) must be certified in Crisis Prevention Intervention and CPR/First Aid in order to be certified as a CAO and meet recertification requirements every two years thereafter as per TJJD standards. However, JJAEP staff are not required to obtain the CAO certification.

(f) Emergency Exit Drills. The JJAEP must conduct at least two emergency exit drills during the school year unless local fire codes or ordinances require these drills more frequently. At least one drill must be conducted during the first half of the school year (August–December) and at least one drill must be conducted during the second half of the school year (January–June). (1) Written documentation (e.g., fire drill log) of the emergency exit drills must be maintained. Documentation must include the date, time, and staff involved in the emergency drill. (2) The JJAEP must post emergency exit routes in all classrooms and common areas. **(g) JJAEP Closure.** The JJAEP must have written policies and procedures addressing the cancellation of classes due to an emergency situation. The policies and procedures must: (1) address the cancellation of classes due to inclement weather and/or emergency situations; (2) identify the individual responsible for making the decision to cancel classes; and (3) specify the method(s) by which the closure is to be communicated to the students and their parents, guardians, or custodians.

POLICY

Fire drills are required for safety exercises designed to ensure that students and staff are prepared to evacuate the building in case of fire or other emergencies. The JJAEP Campus shall conduct a minimum of two(2) fire drills per academic year. One (1) during the first semester (August-December) and one (1) during the second semester (January-May). The JJAEP shall also maintain written procedures for emergency closures, including inclement weather and other emergency-related disruptions.

PROCEDURES:

1. See also the Evacuation Plan for detailed fire drill steps.
2. The JJAEP fire prevention regulations and practices shall ensure the safety of staff, students, and visitors at all times.

3. The JJAEP Campus Administrators shall ensure that all staff is trained and knowledgeable in the use of all fire safety equipment and are familiar with written emergency plans and procedures.
4. A log shall be maintained documenting all fire, active shooter, and lockdown drills, including the date, time , outcome, and staff participation.

JJAEP CLOSURE POLICY AND EMERGENCY SITUATIONS

In the event of school closure due to emergency situations (e.g., inclement weather, health or safety threats), the following protocols apply:

1. Parents/Guardians, staff, and students shall be advised to monitor local media for closure announcements. The JJAEP Campus may also issue recorded phone messages to give further instructions or information on the closures, delays, or cancellations of classes.
2. In the event of hazardous weather during the school day, staff and students will be moved to a designated safe area. If power is lost, an automated emergency generator will provide critical lighting and system backup.
3. In an emergency situation occurs while school is in session, the campus will be secured and placed on lockdown. No entry or exit will be permitted until cleared by law enforcement or emergency responders.
4. The JJAEP may also be closed due to non-weather-related safety or health issues, as directed by the school district or public health authorities.
5. The JJAEP will make every effort to notify parents, guardians, or custodians about emergency closures and provide instructions as needed.
6. During the JJAEP Intake, parents/guardians must be advised to keep their contact information updated to ensure timely communication during emergency situations.

(h) Supervision Upon Removal From a Classroom. (1) The JJAEP must have written policies and procedures that ensure students removed from the classroom for disciplinary reasons and placed in isolation, administrative segregation, time-out, in-school suspension, or any other location are under continuous visual supervision by a JJAEP staff member. (2) Policies and procedures must prohibit: (A) use of a locked room for disciplinary removals; and (B) the use of electronic monitoring equipment as a substitute for continuous visual supervision. **(i) Searches.** (1) All students entering the JJAEP must be subjected to a pat-down search or a metal detector screening on a daily basis. (2) Searches must be conducted in accordance with written policies and procedures. The policies must: (A) address: (i) when a search is appropriate and/or required; (ii) who is authorized to conduct the search; (iii) what types of searches are permissible; (iv) how pat-down searches will be conducted, if applicable; and (v) what to do when contraband is found; (B) if pat-down searches are used, require that the staff member conducting a pat-down search is the same gender as the student unless an exception is approved and documented by the JJAEP administrator; and (C) prohibit strip searches and anal and genital body cavity searches.

POLICY

It is the policy of the El Paso County JJAEP that students receive continuous, adequate supervision at all times while on campus, on school grounds, at school-sponsored events, or during disciplinary removals (e.g., administrative segregation, time-out, or in-school suspension). Supervision shall be provided by designated staff including teachers, aides, security personnel, and caseworker. The use of locked rooms for disciplinary removals and electronic monitoring devices as a substitute for direct staff supervision is strictly prohibited. Any student removed from the classroom for disciplinary reasons must remain under uninterrupted visual supervision. JJAEP students shall never be left unsupervised inside or outside the facility.

GENERAL SUPERVISON AND MOVEMENT

JJAEP staff should always know the whereabouts of students, including off-site activities, meals, and daily routines. Staff may not leave their area of responsibility without notifying another staff member. and public safety, students will never be left unattended in any area inside or outside the facility. When a student leaves the JJAEP facility for any reason this action should be communicated to all appropriate staff. JJAEP staff should make periodic head counts to ensure the earliest possible detection of an absent student. While moving students from one area of the facility to another, staff should walk behind the group to avoid a student leaving the group. A headcount should be conducted when the group arrives at its destination.

GROUP MOVEMENT OFF CAMPUS:

1. JJAEP staff will explain behavioral expectations to students before going outside the facility on activities, field trips, or school sponsored events. General expectations of students outside the facility shall include, but not be limited to:
    a. Participation in all activities.
    b. Sit in assigned areas.
    c. Remain with the group at all times.
    d. Act and behave accordingly.
2. No less than two (2) JJAEP staff must monitor any outdoor activities with JJAEP students unless otherwise approved by the School Administrator or designee under special circumstances.
3. In the event that a student must be returned to the facility due to behavioral problems or other circumstance, one or more staff members leaving the group shall not compromise staff-to-student ratio. Either the whole group shall be returned, or the School Administrator or designee shall be contacted. Staff should use another staff member, or an administrative staff member to return the student to the facility.

STUDENT ARRIVAL AND DISMISSAL PROTOCOL:

Students arriving on campus by parent drop-off or district transportation will be supervised from the moment they arrive. Upon arrival, all students will be escorted to a designated search area. Students are searched both to ensure compliance with the JJAEP uniform policy and to prevent the introduction of contraband into the facility.

After searches, students may be directed to a designated waiting area. In some locations, students may wait near the cafeteria or in a classroom prior to breakfast. Depending on the site, students may either eat in a designated classroom or in the cafeteria at a time when DAEP students are not present.

At dismissal, students will be escorted to their morning arrival area to await parent pickup or transportation. Staff or law enforcement personnel will be present to supervise loading and departure. At no time are students to be left unsupervised.

STUDENT SUPERVISION RESPONSIBILITIES

At no time shall one or more students be placed in charge of supervising other students.

USE OF HANDHELD RADIOS BY STAFF:

1. It is the policy of the El Paso County JJAEP that staff responsible for supervising students in the JJAEP shall use handheld radios to ensure student safety, prompt staff response, and general order within the facility.
2. The El Paso County JJAEP utilize handheld security radios made available to all most staff responsible for supervision of JJAEP students.
3. Each supervisory staff shall be strictly responsible for maintaining control over their radio throughout the shift and at no time shall set down or leave the radio unaccompanied anywhere within or outside the facility.
4. Staff shall utilize the radios only for the express purpose of communicating pertinent information from one staff to another necessary to maintain general order, accountability, and control of the students within and outside the facility.
5. Staff shall be responsible for returning the radios to their designated area.
6. Any violation of this policy may result in disciplinary action against the staff member responsible as deemed appropriate by the Campus Administrator.

SEARCHES

It is the policy of the El Paso County JJAEP that all students shall be subjected to daily pat down/clothed searches by trained, authorized personnel for safety and security purposes. Searches shall only be conducted using approved

methods and must never be used as punishment. Strip searches and anal or genital body cavity searches are strictly prohibited.

SEARCH MODIFICATIONS
Search procedures may be adjusted in response to emergencies such as pandemics or natural disasters but must be reported to and approved by the JJAEP Administrator.

DEFINITIONS
Contraband: Property, merchandise, or personal belongings prohibited by facility policy or law in order to maintain proper care, control, and safety of all personnel and students within the facility and general program operations of the JJAEP Campus.

Metal Detector Wand: A metal detector wand may be utilized to detect any metal type weapon/object carried within or taped to the body. The wand will scan the entire body to include limbs and torso.

PURPOSES OF SEARCHES:
To prevent the introduction of weapons or other dangerous contraband, ensure compliance with the JJAEP dress code, and maintain student accountability and facility security.

SEARCH GUIDELINES
1. Be professional. Never use a search as a form of punishment or as a means of harassment. Always exhibit a professional demeanor while conducting a clothed search. This reduces hostility and opposition to the search and diminishes the threat of physical confrontation.
2. Stay focused. Complete the entire procedure and continue searching when you find something. Do not become distracted or discontinue your search. This may be a decoy to deter you from other contraband the student may be holding.
3. Be orderly and systematic in your approach. Security personnel/staff must conduct clothed searches in the same manner each time; always following policy and procedure. This requires discipline, concentration, and consistency each and every time.
4. Ensure all staff and following the same steps (There should be no difference between the procedure you use and another officer's procedure). Students recognize inconsistency and incompleteness immediately and your inability to follow procedure puts the security of the school at risk.
5. Use the squeeze method of search. Do not just pat the area being searched, but gently and firmly squeeze the clothing between your fingers and palms.
6. Start your search from top to bottom and back to front. If you remember this, you will remember the rest of the steps in the clothed search procedure.

PROCEDURE-CLOTHED/PATDOWN SEARCHES
All JJAEP staff participating in the mandatory pat down/clothed searches will be trained by the JJAEP Administrator or designated trainer. Pat downs/clothed searches will always be conducted in an area the line of sight of another staff member. **Searches will be conducted for safety and security reasons only.** At all times, efforts will be made to keep the student's dignity intact. Professional actions, language, and behaviors by staff towards the students during searches will be adhered to at all times. When clothed searches are being conducted there must always be a witnessing staff member present.

A. When searches are appropriate:
1. When a student arrives to school in the mornings;
2. Upon a student's return from an appointment outside the facility;
3. In the event that property or equipment cannot be located; and
4. In the event that there is reasonable suspicion or information has been received that a student may be in possession of a weapon or have contraband in their possession or on their person.

B. <u>Components of a pat down search</u>:

1. Searches must be systematic and orderly.
2. Searches must be conducted with care and attention.
3. The search must be conducted in an area providing distance away from other students to prevent distractions or the transference of contraband from one student to another.
4. Searches are conducted for security, never as discipline.
5. Staff members of the same gender will search students, no exceptions. Cross-gender pat searches are not permitted as per PREA 115.315 (f).
6. The searching staff must use verbal commands to instruct the student in his or her body movement. Searching staff should never use force or unnecessary physical contact to facilitate movement during a pat down search.
7. Oral cavity searches shall be conducted to prevent concealment of contraband (only ears, nostrils, and mouth).

C. <u>Procedures for conducting an individual pat down search</u>:

1. Metal detector will be used to scan the body. Outline the body with the wand and front and back of body. The metal detector technique will be performed by the same sex gender.
2. Always wear gloves when conducting pat down searches.
3. Advise the student on what is about to occur. Ask the student if he/she has any contraband. If the student admits being in possession of contraband, they should be instructed to remove it from their possession and turn it over to the searching staff.
4. Instruct student to pull out shirt and empty all pockets. NEVER reach inside a student's pockets. Instruct the student to turn their pockets inside out and place all contents in a pile on the floor in front of them. The items should include belt (if applicable), shoes, socks, and money if applicable.
5. Seasonal months may require students to wear layered clothing. Student will remove the layered clothing and instruct them to pile the clothing in front of them for inspection. Items may include jackets, sweaters, and gloves.
6. Clothing must be inspected by searching staff after the conclusion of the search Inspect all outer garments carefully. Place them out of reach of the student, but within your sight. (Insoles, soles, and tongue of tennis shoes should be checked carefully). Shoes will be stomped together and inspect them for concealed contraband; check between insoles, rubber of soles, and between insoles.
7. Visually inspect the student's hair without touching it. Check head area for any concealed items. When applicable, have student run fingers through hair. Female students must remove any pins or bands in the hair. Never pull or tug the hair of a student.
8. Check the student's nostrils.
9. Visually inspect the ears by instructing the student to pull their ears forward so you can clearly see behind each ear and visually inspect the inside of each ear.
10. Visually inspect the mouth. Instruct the student to open his mouth, stick out their tongue and rotate their tongue and move it side to side, up and down. Instruct the student to pull his/her lower and upper lip away and down from his mouth.
11. Instruct the student to face the wall with palms on the wall to secure the body in a steady and balanced position.
12. During all pat down/clothed searches, the searching staff must give verbal commands for the students to follow and not physically touch the student beyond what is necessary to facilitate the actual search. Specifically, searching staff are not to give physical prompts for movement, examples are, but not limited to, slapping the thighs to instruct the student to raise a leg, tapping head to instruct student to move head forward or backward. All searches should be open handed, not closed fist or tight squeezed.
13. The searching staff shall be positioned behind the student with his right foot between the student's feet while searching the right side of the body.
14. Starting on the right side, inspect the clothing carefully with fingers spread. Pat down the shoulder the arm and check the arm pit carefully. Inspect the seams of the clothing carefully. Pat down the hollow of the shoulders and the small of the back. Then move down the sides of the upper torso to the belt line. Check the waist band from outside.
15. Move up the sides and back down across the front of the chest. Make sure you check the center of the chest.
16. Starting at the back of the waistline, move to the front and back again coming across the abdomen moving down the buttocks and around the front covering the lower abdominal area and zipper.

17. Examine the waistband closely feeling all along the outside of the waistband as this is an area where things can be hidden easily.
18. From the back of the waistline, proceed down the back and sides of the legs to the feet. Check the trouser cuffs, bottom of the feet.
19. Proceed back up the inside of the leg, and up to the mid-thigh.
20. Examine the other leg in the same manner.
21. When searching a female student instruct her to pull the center of her bra away from the skin in order to loosen any concealed items. Run your fingers in a crisscross motion to inspect the seams of the bra at the front and rear of the student. Pull the straps of the bra away from the body and run your finger under the bra straps. This step should be done in a private area.

Be thorough! Carefully inspect all seams, lapels, linings, hems, cuffs, collars, and zippers and use the squeeze method.

CONTRABAND

If contraband in the form of (weapons/drugs) are found, radio in for a police officer to take possession of the contraband. If no police officer is available, contraband must be bagged and labeled with student's name, date, time, and a thorough description of the item confiscated. The item should be locked in a secure place where no one can handle the item but you (chain of evidence) until it can be turned over to law enforcement. JJAEP students are not allowed to bring anything with them when they come to school. Students may bring in needed documents that should be turned over to the appropriate staff. The following items are considered contraband and not allowed in the facility:

1. Drugs, alcohol, or controlled substances.
2. Jewelry of any kind (males/females).
3. Any weapons or items that can be used as a weapon, including ammunition.
4. All tobacco products, including electronic cigarettes (vapes).
5. Lighters, matches or other incendiary devices.
6. Knives, box cutters or razors, to include pocketknives, keychain knives, letter openers and scissors not classified as "safety scissors".
7. Sprays of any kind or other chemical agents.
8. Glass containers or glass objects.
9. Food and drinks unless authorized by the JJAEP Campus Administrator or designee. Student may be under a specified diet.
10. Cell phones and electronics (except for volunteers, support, contract staff and employees).
11. Students requiring prescription medication while at school, must turn in those medications to the JJAEP nurse. Nurse may know or not know about the medication and its specific doses and will take the necessary action to contact parent regarding other information on the medication.

STRIP SEARCHES TECHNIQUES ARE PROHIBITED

Under no circumstances shall staff conduct strip searches. If there is reasonable suspicion that a student is concealing contraband beneath clothing, law enforcement shall be contacted immediately. If unavailable, the JJAEP Campus Administrator or designee shall be notified.

(j) Disciplinary Reports. (1) Written policies and procedures must require JJAEP staff to prepare a written disciplinary report for each incident occurring in the JJAEP that constitutes a major violation of the student code of conduct or of JJAEP rules. The policies must require that the written disciplinary report include: (A) details of the incident; (B) violation(s) that occurred; (C) action(s) taken by the staff member(s); (D) date and time of the incident; and (E) discipline imposed, if any. (2) The disciplinary report must be sent to the JJAEP Administrator no later than the next school day. Documentation that shows the date and time the disciplinary report was sent to the JJAEP Administrator must be maintained.

POLICY

Disciplinary reports must be submitted by the El Paso County JJAEP for any major violations of the Student Code of Conduct (SCC) or facility rules. Minor infractions may also warrant a disciplinary referral at the discretion of campus staff. All disciplinary referrals, whether for major or minor infractions must be submitted to the JJAEP Administrator and assigned Juvenile Probation Officer no later than the next school day. Disciplinary referrals resulting in out-of-school (OSS) or in-school suspensions (ISS) may also be considered violations of a Judgment of Probation Order. Because youth under JPD jurisdiction are entitled to due process, it is imperative that JJAEP staff provide thorough and accurate documentation.

PROCEDURE

1. Any violation resulting in a disciplinary referral must be documented, and the student's parent/guardian notified as soon as possible, but no later than twenty-four (24) hours after the incident. All referrals must be forwarded to the JJAEP Administrator.
2. If violation is also a serious incident as defined under TJJD guidelines (Youth sexual conduct, youth-on-youth physical assault, attempted suicide or reportable injury-restrain related or not restraint related) emergency units will be notified immediately but no later than one (1) hour. TJJD should be called within four (4) hours followed by an Incident Report within twenty-four (24) hours via e-mail or phone call.
3. The JJAEP Administrator and the assigned Juvenile Probation Officer should receive an incident disciplinary report no later than the next school day. JJAEP numbers are located on Incident Report forms. (Form can be found in the electronic storage device provided to the employee at the beginning of the school year and during JJAEP New Orientation training.)
4. Reports must include:
   a. Full details of incident
   b. Full name of student and date of birth.
   c. Type of violation
   d. Full name and title of referring staff
   e. Actions taken by staff and administration
   f. Time, date, and location of incident
   g. Names of witnesses (staff/students)
   h. Outcome of the incident
5. The JJAEP Administrator will provide a copy of the incident to the assigned Juvenile Probation Officer, if not already submitted, for consideration of court-related action if necessary.
6. Incident will be discussed with the JJAEP School Administrators to assure that all information was gathered and to see if any improvement or intervention can be made to facilitate handling the matter.
7. Parent will be contacted to discuss the student's behavior no later than twenty-four (24) hours after incident.
8. All disciplinary reports are subject to review by TJJD during monitoring visits.

MAJOR DISCIPLINARY OFFENSES

1. Possession of contraband (Weapons).
2. Possession of or being under the influence of drugs.
3. A threat that is perceived as imminent toward any student, teacher, or staff member.
4. Destruction of property (may require incident report to TJJD).
5. Sexual Misconduct (requires incident report to TJJD).
6. Assault (requires incident report to TJJD if against another student).
7. Sexual assault (requires incident report to TJJD).
8. Any incident involving a restraint (requires incident report to TJJD).
9. Any incident involving abuse, sexual abuse, neglect, or exploitation (requires incident report to TJJD).

10. Any incident that causes substantial disruption during school day, whether on or off school campus, this includes any cyber bullying that may have occurred off campus but is manifesting on campus (may require incident report to TJJD).
11. Any incident that may warrant an arrest or meets elements of a Class B misdemeanor or above may require incident report to TJJD).

NOTE: ANY SERIOUS INCIDENT INVOLVING RESTRAINT AND REQUIRING MEDICAL ATTENTION IS CONSIDERED A REPORTABLE CASE OF ABUSE, NEGLECT, OR EXPLOITATION UNDER TEXAS ADMINISTRATIVE CODE, CHAPTER 350 AND 358. IT MUST BE REPORTED TO TJJD WITHIN FOUR (4) HOURS.

MINOR DISCIPLINARY OFFENSES

1. Refusal to follow administrators/staff directives.
2. Verbal disrespect.
3. Derogatory or offensive language.
4. Antagonizing others.
5. Walking off campus.
6. Dress code violations.
7. Tardies or unexcused absences.

WEAPONS POLICY

The El Paso County JJAEP staff and Juvenile Probation Officers are prohibited from possessing weapons or chemical agents while on JJAEP property. Visitors are also prohibited from carrying firearms or other prohibited items. Active-duty law enforcement officers operating within their legal authority may carry weapons or chemical agents on campus. Pursuant to Texas Penal Code, Chapter 46.03(a)(1), a person may not enter El Paso County JJAEP Campus with a firearm, location-restricted knife, club, or prohibited weapons listed in section 46.05(a) of the Texas Penal Code.

NOTICE: A SIGN NOTIFYING THE PUBLIC OF THE WEAPON POLICY SHALL BE POSTED IN CLEAR VIEW AT THE FACILITY ENTRANCES.

§348.218 RESTRAINT REQUIREMENTS

RESTRAINT REQUIREMENTS. (a) The JJAEP must adhere to the restraint requirements set forth in Chapter 341, Subchapter G, of this title, except as noted in subsection (b) of this section. (b) Personal restraints may be used by any JJAEP staff member trained in the approved personal restraint technique in accordance with training requirements set forth in Chapter 341, Subchapter G, of this title.

POLICY

It is the policy of the El Paso County JJAEP that all JJAEP staff members adhere to the restraint requirements set forth in Texas Administrative Code, Chapter 341, Subchapter G. Further, personal restraints may only be conducted by staff who are trained and certified in the approved personal restraint technique, in accordance with Texas Administrative Code and applicable YISD policies.

DEFINITIONS

The listed definitions and other relevant definitions to this policy shall be used to provide consistency for all staff members or involved others that may participate in a restraint.

(1) Approved Personal Restraint Technique--A professionally trained curriculum-based and competency-based restraint technique that uses a person's physical exertion to completely or partially constrain another person's body movement without the use of mechanical restraints. The approved personal restraint technique shall be approved for use by TJJD and adopted by the Juvenile Board.

(2) Approved Mechanical Restraint Devices--A professionally manufactured, and commercially available mechanical device designed to aid in the restriction of a person's bodily movement. The approved mechanical restraint devices shall be approved by TJJD. The following are TJJD approved mechanical restraint devices:

(A) Ankle Cuffs--Metal, cloth or leather band designed to be fastened around the ankle to restrain free movement of the legs;

(B) Anklets--Cloth or leather band designed to be fastened around the ankle or leg;

(C) Handcuffs--Metal devices designed to be fastened around the wrist to restrain free movement of the hands and arms;

(D) Plastic Cuffs--Plastic devices designed to be fastened around the wrist or legs to restrain free movement of hands, arms, or legs;

(E) Waist Belt--A cloth, leather, or metal band designed to be fastened around the waist used to secure the arms to the sides or front of the body;

(F) Wristlets--A cloth or leather band designed to be fastened around the wrist or arm which may be secured to a waist belt.

(3) Mechanical Restraint--The application of an approved mechanical restraint device which restricts or aids in the restriction of the movement of the whole or a portion of an individual's body to control physical activity.

(4) Personal Restraint--The application of physical force alone, restricting the free movement of the whole or a portion of an individual's body to control physical activity.

(5) Physical Escort--Touching or holding a student with a minimum use of force for the purpose of directing the student's movement from one place to another. A physical escort is not considered a personal restraint.

(6) Protective Devices--Professionally manufactured devices used for the protection of students or staff that do not restrict the movement of a student. Protective devices are not considered mechanical restraint devices.

(7) Restraint--Application of an approved personal restraint technique, an approved mechanical restraint device, or chemical restraint to an individual to restrict the individual's freedom of movement or to modify the individual's behavior.

Other Relevant Definitions to This Policy

(8) Physical Force--Is defined as the use of any body part of staff to physically move or restrict movement of a child, including but not limited to grabbing a student with hands to restrict movement or carry a student, pushing/shoving to physically move a student, wrapping arms around a student to restrict movement or carry them, etc.

(9) Excessive Physical Force--Is defined as physical force used by staff wherein less appropriate restrictive attempts to deal with a situation were ignored or not attempted; and/or force used outside of proper training techniques resulting in an injury to the student.

(10) Crisis Situation--Is defined as a situation where an individual is at imminent risk of serious bodily injury to themselves or others.

MECHANICAL RESTRAINTS

El Paso County JJAEP staff do not utilize mechanical restraints. If mechanical restraints are necessary, it must be carried out by certified law enforcement officers or authorized personnel (e.g., Community Activities Officers or Juvenile Probation Officers).

PROCEDURE

1. Only certified law enforcement officers or authorized personnel may use mechanical restraints.
2. Restraints shall never be used as punishment, discipline, compliance, or intimidation by any law enforcement officers.
3. The use of any force by any law enforcement officer shall be fully documented and recorded by the JJAEP Campus Administrator or staff who witnesses restraint.

4. Any restraint conducted by a law enforcement officer requires a TJJD incident report form as case may also meet elements of a resisting arrest or other appropriate charge.
5. Restraint shall be terminated as soon as the student's behavior indicates that the threat of imminent self-injury or injury to others is absent.
6. Any restraint incident resulting in bodily injury or serious bodily injury to a student, as defined in the Texas Penal Code, shall be reported to the County Juvenile Board or its designee in writing within twenty-four (24) hours of the incident. The TJJD Incident Report will be utilized to report a restraint.

APPROVED PERSONAL RESTRAINT TECHNIQUE

It is the policy of the El Paso County JJAEP that only JJAEP staff trained and deemed competent in the approved personal restraint technique (Crisis Prevention Intervention) shall participate in any physical restraint of JJAEP students. Resource Officers-El Paso Police Department Officers and/or district campus police are also available during school hours to assist in any situation requiring law enforcement presence. YISD utilizes the Crisis Prevention Intervention (CPI) approved curriculum and has designated staff who are primarily responsible for searches and restraints. The JJAEP Campus also has staff certified in CPI such as Special Education personnel, nurses, or campus patrol. To ensure for the safety of both the staff and students, under no circumstances shall staff not trained nor deemed competent in the district's approved physical restraint technique participate in a restraint of a JJAEP student.

PROCEDURE

When physical intervention is used, the philosophy of the CPI model is to provide for the care, welfare, safety, and security of the students in our charge. As such, policies and procedures are developed in relation to the Crisis Prevention Institutes' curriculum of Non-violent Crisis Intervention as the goal is to eliminate the use of physical and mechanical restraints through effective verbal de-escalation techniques, whenever possible. In the case where certified JJAEP staff at the JJAEP campus, must engage in the use of force and a restraint, the following criteria shall be followed:

1. Certified ISD staff in the approved physical restraint technique shall only use the approved physical restraint technique (CPI). As taught and outlined in the YISD and JJAEP Student Code of Conduct (SCC) ISD staff who lapse in CPI certification throughout the year must not engage in a physical restraint of JJAEP youth. It will be the responsibility of the Campus Administrator to ensure that staff does not lapse in their certification and if a lapse occurs, staff are aware as to their limitations regarding restraints.
2. El Paso County Juvenile Probation staff working directly with JJAEP students at the JJAEP Campus shall be certified and maintain their certification in Handle with Care (HWC) technique accordingly.
3. At no time shall an employee of the El Paso County Juvenile Probation Department or JJAEP ISD be involved in or assist in a physical restraint of a student or use any physical force against a student unless the employee has been deemed competent through the certified physical restraint technique.
4. Restraints shall <u>ONLY</u> be used in instances of:
    a. Threat of imminent self-injury.
    b. Injury to others.
    c. Serious property damage.
    d. Restraints shall only be used as a last resort; and
    e. Only the amount of force and type of restraint necessary to control the situation shall be used; and
    f. Restraints shall be implemented in such a way as to protect the health and safety of the student and others; and
    g. Restraints shall be terminated as soon as the student's behavior indicates that the threat of imminent self-injury, injury to others, or serious property damage has subsided.
5. Under no circumstances will physical force of any type be utilized or imposed on a student for the purposes of punishment, intimidation, or discipline; and
6. Students are strictly prohibited from assisting staff in the discipline or physical restraint of other students. Students may assist staff by seeking assistance when or if directed to do so by staff.

7. Texas Education Code 37.0021 requires a written parental notice each time a restraint is used on a student receiving special education. The existing rules mandate a good-faith effort to provide verbal notice on the day the restraint occurs and written notice within one (1) school day.

STAFF RESPONSE AGAINST SUDDEN ASSAULT:

Student-on-Staff Assault: If a staff member is attacked (e.g., choking, punching, tackled), they may use only the force necessary to escape and seek help. Staff must not use force to gain control or subdue the student alone.

Student-on-Student Assault: If a staff member cannot get immediate assistance and a student is in danger, they may intervene only to stop the harm or remove the endangered student. Use of force must cease once the immediate risk has ended. If alone and in imminent danger, staff may use force only to avoid, evade, or escape to get help.

REQUIRED ACTIONS FOLLOWING A RESTRAINT

1. The JJAEP Campus Administrators must be notified of the physical force/restraint used and an incident report shall be completed and submitted to TJJD within 24 hours of documented incident.
2. A copy of the report will be placed in the student's JJAEP case.
3. JJAEP Campus Administrators and JJAEP Administrator shall be informed of all incidents where staff has had to use force against a student.

Note: Allegations made by students against staff shall follow the procedures outlined in the Grievance Process and Student Code of Conduct.

MEDICAL TREATMENT FOLLOWING RESTRAINT:

1. Any staff or student injured during a physical restraint incident shall receive immediate medical attention and treatment using Standard First Aid Procedures.
2. If an emergency or life-threatening situation is apparent, contact EMS for assistance.
3. If serious injuries are suspected or detected, contact the JJAEP Campus Administrator and the JJAEP Administrator. The student or staff person will be transported to the nearest hospital facility by EMS.
4. All medical emergencies will be documented. After the incident has been controlled, all parties will complete and submit all appropriate documentation of the serious incident within 24 hours or by the end of the next working day documenting the nature of the injury.
5. All situations that meet criteria for serious incidents shall be reported to TJJD and law enforcement within required timeframes.

RESTRAINT PROHIBITIONS POLICY

The El Paso County JJAEP strictly prohibits the use of restraint techniques that violate student safety, dignity, or rights. The following restraint methods are expressly prohibited under this policy:

1. Restraints used for punishment, discipline, retaliation, harassment, compliance, or intimidation;
2. Restraints that deprive the student of basic human necessities including restroom privileges, water, food, and clothing;
3. Restraints that are intended to inflict pain;
4. Restraints that place a student in a prone or supine position with sustained or excessive pressure on the back, chest, or torso;
5. Restraints that place a student in a prone or supine position with pressure on the neck or head;
6. Restraints that obstruct the airway or impair the breathing of the student including a procedure that places anything in, on, or over the student's mouth or nose;
7. Restraints that interfere with the student's ability to communicate;
8. Restraints that obstruct the view of the student's face;

9. Any technique that does not require the monitoring of the student's respiration and other signs of physical distress during the restraint; and
10. Percussive or electrical shocking devices.

RESTRAINT DOCUMENTATION

It is the policy of the El Paso County JJAEP that restraints should only be used as a last resort, only when all other behavior management techniques have been exhausted or when a student presents an immediate danger to themselves or others. All restraint incidents must be fully documented, reported to the JJAEP Administrator and TJJD, and maintained in the student's case file. JJAEP staff members must follow both district policies and the JJAEP's more stringent standards where applicable. Restraints conducted by staff trained in approved personal restraints techniques must comply with Texas Administrative Code §348.218(b)e and TJJD reporting requirements

All involved staff must complete and submit the **TJJD INCIDENT REPORT (SEE APPENDIX P)** within 24 hours and will follow all policies, procedures, and timelines to start the process of reporting a restraint. (**SEE APPENDIX Q - INTERNAL INVESTIGATION REPORT)** Only certified and properly trained Community Activities Officers (CAO) or Juvenile Probation Officers may use physical or mechanical restraints in a juvenile justice program. The exception in Texas Administrative Code §348.218(b) is that any JJAEP staff member who is trained in the approved personal restraint technique may use a personal restraint but not a mechanical restraint.

PROCEDURE

Each restraint incident must be documented through an Incident Report that includes the following information.

1. Full name and date of birth of the student involved.
2. Name and title of the staff member(s) who applied the restraint.
3. Date of the restraint.
4. Duration of the restraint including notation of the time the restraint began and ended.
5. Location where the restraint occurred.
6. Description of preceding activities.
7. Behavior prompting the restraint.
8. Type of restraint applied.
9. Efforts made to deescalate the situation and alternatives to restraint that were attempted.
10. Any injury that occurred during the restraint.
11. Other entities/persons that must be notified should include: the JJAEP Administrator; School District Administrators, and parents/guardians.

§348.220 SERIOUS INCIDENTS

Serious Incidents. The JJAEP must adhere to the requirements related to serious incidents set forth in chapters 358 of this title.

POLICY

It is the policy of the El Paso County JJAEP that the JJAEP Campus Administrator or designee shall report any of the following incidents that occur at the JJAEP campus:

1. Death of a student
2. Suicide or attempted suicide
3. Serious injury requiring medical treatment by a physician or physician assistant
4. Youth-on-youth assaults resulting in injuries requiring medical treatment.
5. Any incident involving sexual abuse, serious physical abuse, or neglect.

In all cases involving death, sexual abuse, or serious physical abuse (defined as an injury requiring medical attention), the following response and reporting protocol must be followed:

1. Emergency medical services and law enforcement must be contacted immediately, and no later than one (1) hour from the time of discovery.
2. The Texas Juvenile Justice Department (TJJD) must be notified by phone within four (4) hours; and
3. A written report, using the TJJD Incident Report Form (see Appendix P), must be completed and submitted within twenty-four (24) hours of the incident.

All reporting procedures, timelines, and documentation requirements must conform to the standards set forth in Texas Administrative Code Chapter 358, which governs the reporting of abuse, neglect, and exploitation of juveniles. Staff shall refer to the procedures outlined under §358 for additional guidance on mandatory reporting responsibilities.

§348.222 ABUSE, NEGLECT, AND EXPLOITATION

Abuse, Neglect, and Exploitation(a) The JJAEP must adhere to the requirements related to abuse, neglect, and exploitation set forth in the Texas Administrative Code, Chapter 358 (b)The JJAEP must have zero-tolerance policies and practices regarding sexual abuse, as defined in Chapter 358 of the Texas Administrative Code, that provide for administrative and/or criminal disciplinary sanctions.

358 ANE DEFINITIONS

NOTE: All abuse, neglect and exploitation definitions and standards found within Texas Administrative Code Chapters 350 and 358 were consolidated under this section to help ensure consistency and consolidate information under the JJAEP Policy, Procedures and Standards.

TAC 358.100 DEFINITIONS

(1) Abuse--an intentional, knowing, or reckless act or omission by an employee, volunteer, or other individual working under the auspices of a facility or program that causes or may cause emotional harm or physical injury to, or the death of, a juvenile served by the juvenile justice facility or program. Abuse also includes the definition in Section 261.001, Family Code.

(2) Administrator--the chief administrative officer of a juvenile probation department, juvenile justice program, juvenile justice facility, or non-juvenile justice contract facility.

(3) Administrative Designee--the role assigned to the administrator when a preponderance of evidence determines that the proximate cause of the abuse, neglect, or exploitation was based on policies and procedures under the direct control of the administrator.

(4) Department--a juvenile probation department.

(5) Emotional harm--an impairment in the juvenile's growth, development, or psychological functioning that normally requires evaluation or treatment by a trained mental health or health care professional, regardless of whether evaluation or treatment is actually received. Sexual conduct between employees, volunteers, or contractors and juveniles is presumed to cause substantial emotional harm.

(6) Exploitation--the illegal or improper use of a juvenile or the resources of a juvenile for monetary or personal benefit, profit, or gain by an employee, volunteer, or other individual working under the auspices of a facility or program.

(7) Incident Report Form--the form used to report to TJJD allegations of abuse, neglect, or exploitation, the death of a juvenile, and serious incidents.

(8) Internal Investigation--a formalized and systematic inquiry conducted in response to an allegation of abuse, neglect, or exploitation or the death of a juvenile.

(9) Internal Investigative Report--the written report submitted to TJJD that summarizes the steps taken and the evidence collected during an internal investigation of alleged abuse, neglect, or exploitation or the death of a juvenile.

(10) Investigative Report--the written report prepared by TJJD detailing its investigation and findings.

(11) Juvenile--a person who is under the jurisdiction of the juvenile court, confined in a juvenile justice facility, housed in a non-juvenile justice contract facility pursuant to an order of the juvenile court, or participating in a juvenile justice program, including a prevention and intervention program, regardless of age.

(12) Juvenile Justice Facility ("facility")--a facility that is registered by TJJD pursuant to Sections 51.12, 51.125, or 51.126, Family Code**.**

(13) Juvenile Justice Program ("program")--a program or department that:
(A) serves juveniles under juvenile court or juvenile board jurisdiction; or
(B) is operated wholly or partly by the juvenile board or by a private vendor under a contract with the juvenile board. The term includes:
(i) A juvenile justice alternative education program;
(ii) A non-residential program that serves juvenile offenders under the jurisdiction of the juvenile court or juvenile board; and
(iii) A juvenile probation department.

(14) Medical Treatment--medical care, processes, and procedures that are performed by a physician, physician assistant, licensed nurse practitioner, emergency medical technician (EMT), paramedic, or dentist. Diagnostic procedures are excluded from this definition unless intervention beyond basic first aid is required.

(15) Neglect--a negligent act or omission by an employee, volunteer, or other individual working under the auspices of a facility or program, including failure to comply with an individual treatment plan, plan of care, or individualized service plan, that causes or may cause substantial emotional harm or physical injury to, or the death of, a juvenile served by the facility or program. Neglect also includes the definition in Section 261.001, Family Code.

(16) Non-Juvenile Justice Contract Facility--a facility in which a juvenile is placed pursuant to a contract with a department, program, facility, or juvenile board, other than a facility registered with TJJD.

(17) Physical Injury--an injury that normally requires examination or treatment by a trained health care professional, regardless of whether examination or treatment is actually received.

(18) Preponderance of the Evidence--a standard of proof meaning the credible and reliable evidence establishes that it is more likely than not that conduct meeting the definition of abuse, neglect, or exploitation occurred.

(19) Reasonable Cause to Believe--a reasonable ground to suspect that a juvenile has been or may be abused, neglected, or exploited or that a juvenile's physical or mental health or welfare has been adversely affected by abuse or neglect.

(20) Report--formal notification to TJJD of alleged abuse, neglect, or exploitation, the death of a juvenile, or a serious incident.

(21) Serious Incident--an incident that meets one of the following definitions:
(A) escape--the unauthorized departure of a juvenile who is in custody or the failure of a juvenile to return to custody following an authorized temporary leave for a specific purpose or specific, limited time period;
(B) attempted escape--committing an act that amounts to more than mere planning but that fails to effect an escape;
(C) abscond from a nonsecure facility--the unauthorized departure of a juvenile who has been placed in a nonsecure facility by the juvenile court or the failure of a juvenile to return to a nonsecure facility following an authorized temporary leave for a specific purpose or specific, limited time period;
(D) attempted suicide--any voluntary and intentional action that could likely result in taking one's own life;
(E) reportable injury--any physical injury sustained by a juvenile accidentally, intentionally, recklessly, or otherwise that:
(i) does not result from a personal, mechanical, or chemical restraint and requires medical treatment; or

(ii) results from a personal, mechanical, or chemical restraint and is a substantial injury.
(F) juvenile sexual conduct--conduct between two or more juveniles, regardless of age, that is conduct described in paragraphs (25) and (28) of this section, regardless of whether the juveniles consented to the conduct; or
(G) juvenile-on-juvenile physical assault--a physical altercation involving two or more juveniles that results in any of the involved parties sustaining an injury that requires medical treatment.

(22) Serious Physical Abuse--bodily harm or a condition that:
(A) resulted directly or indirectly from the conduct that formed the basis of an allegation of abuse, neglect, or exploitation; and
(B) requires medical treatment.

(23) Sexual Abuse--includes sexual abuse (by contact or by non-contact) of a juvenile by an employee, contractor, or volunteer or by another juvenile.

(24) Sexual Abuse by Contact (employee, volunteer, or contractor)--any physical contact between an employee, contractor, or volunteer and a juvenile, with or without the consent of the juvenile that includes:
(A) contact between the penis and the vulva or the penis and the anus, including penetration, however slight;
(B) contact between the mouth and the penis, vulva, or anus;

(C) contact between the mouth and any body part where the employee, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
(D) penetration of the anal or genital opening of another person, however slight, by a hand, finger, object, or other instrument, that is unrelated to official duties or where the employee, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
(E) any other intentional contact, either directly or through the clothing, of or with the genitalia, anus, groin, breast, inner thigh, or the buttocks, that is unrelated to official duties or where the actor has the intent to abuse, arouse, or gratify sexual desire; and
(F) any attempt by an employee, contractor, or volunteer to engage in the activities described in subparagraphs (a) - (e) of this paragraph.

(25) Sexual Abuse by Contact (by another juvenile)--any of the following acts between juveniles, if the victim does not consent, is coerced into the act by overt or implied threats of violence, or is unable to consent or refuse, either actually or legally:
(A) contact between the penis and the vulva or the penis and the anus, including penetration, however slight;
(B) contact between the mouth and the penis, vulva, or anus;
(C) penetration of the anal or genital opening of another person, however slight, by a hand, finger, object, or other instrument; and
(D) any other intentional touching, either directly or through the clothing, of the genitalia, anus, groin, breast, inner thigh, or the buttocks of another person, excluding contact incidental to a physical altercation.

(26) Sexual Abuse by Non-Contact (by employee, volunteer, or contractor)--any sexual behavior, conduct, harassment, or actions by an employee, contractor, or volunteer, which are exhibited, performed, or simulated in the presence of a juvenile or with reckless disregard for the presence of a juvenile but do not meet the definition of sexual abuse by contact, including but not limited to:
(A) any threat or request for a juvenile to engage in the activities described in paragraph (24) of this section;
(B) any display of uncovered genitalia, buttocks, or breasts in the presence of a juvenile;
(C) voyeurism, which means an invasion of privacy of a juvenile for reasons unrelated to official duties, such as peering at a juvenile who is using a toilet to perform bodily functions; requiring a juvenile to expose his or her buttocks, genitals, or breasts; or taking images of all or part of a juvenile's naked body or of a juvenile performing bodily functions; and
(D) sexual harassment.

(27) Sexual Harassment (by employee, contractor, or volunteer)--repeated verbal comments or gestures of a sexual nature to a juvenile, including demeaning references to gender, sexually suggestive or derogatory comments about body or clothing, or obscene language or gestures.

(28) Sexual Harassment (by another juvenile)--any of the following directed by one juvenile to another juvenile: repeated and unwelcome sexual advances, requests for sexual favors, or verbal comments, gestures, or actions of a derogatory or offensive sexual nature by one juvenile directed toward another.

(29) Substantial Injury--an injury that is significant in size, degree, or severity.

(30) Subject--a person alleged or found to be responsible for the abuse, neglect, or exploitation of a juvenile through the person's actions or failure to act**.**

(31) TJJD OIG--TJJD Office of Inspector General.

(32) Victim--a juvenile who is alleged or found to be a victim of abuse, neglect, or exploitation.

POLICY

The El Paso County JJAEP serves youth under the jurisdiction of the El Paso County Juvenile Board and is designated a Juvenile Justice Programs. As such, it must adhere to all applicable laws and procedures, including those outlined in:

1. Texas Administrative Code (TAC), Chapter 358 – Identifying, Reporting, and Investigating Abuse, Neglect, Exploitation, Death, and Serious Incidents;
2. Texas Education Code (TEC) and district-level policies regarding abuse and neglect; and
3. Texas Family Code §261.406 – Investigations in school settings under TEA jurisdiction.

The El Paso County JJAEP enforces a zero-tolerance policy for all forms of sexual abuse, physical abuse, neglect, and exploitation as defined in Chapter 358 of the Texas Administrative Code. Allegations or incidents of abuse may result in administrative or criminal sanctions, in addition to any school-based disciplinary actions. The JJAEP Administrator shall oversee implementation of this policy and ensure periodic training is provided to staff, volunteers, and interns. All campus personnel are responsible for ensuring that students are protected from abuse, neglect, and exploitation.

§358.120 APPLICABILITY

Unless otherwise stated, this policy also applies to:

1. Allegations of abuse, neglect, or exploitation involving a juvenile and an employee, volunteer, or other individual working under the auspices of a facility, program, or non-juvenile justice contract facility, regardless of the physical location of the alleged abuse, neglect, or exploitation.
2. Serious incidents involving a juvenile that:
   a. Occur on the premises of a program, facility, or non-juvenile justice contract facility: or
   b. Regardless of the physical location, occur while in the presence of an employee, volunteer, or other individual working under the auspices of a facility, program (JJAEP), or non-juvenile justice contract facility.
3. A death of a juvenile that:
   a. Occurs on the premises of a program, facility, or non-juvenile justice contract facility;
   b. Results from an illness, incident, or injury that occurred, was discovered, or was reported on the premises of a program, facility, or non-juvenile justice contract facility
   c. Regardless of the physical location, occurs while in the presence of an employee, volunteer, or other individual working under the auspices of a facility, program, or non-juvenile justice contract facility.

For purposes of this standard, "working under the auspices of a facility, program, or non-juvenile justice contract facility" includes providing a service to juveniles when that service is authorized by the juvenile board or pursuant to a contract for placement.

In all cases, the JJAEP Campus will also fully adhere to Texas Family Code §261.406 regarding Investigations in Schools under TEA jurisdiction.

§358.210 INFORMATION ON REPORTING

As soon as practicable after a child is taken into custody or placed in a facility or program, the facility or program shall provide the child's parents with:

1. Information regarding the reporting of suspected abuse, neglect, or exploitation of a juvenile in a facility or program to TJJD; and
2. The TJJD toll-free number for this reporting.

The JJAEP shall take a proactive approach and prominently display signage provided by TJJD regarding a zero-tolerance policy concerning abuse of JJAEP students. The signage must be displayed in:

1. Lobby or visitation areas of the department, program, or facility to which the public has access.
2. Student common areas to include common educational areas, common medical treatment areas (nurse's office) and other common areas.
3. Signs must be posted in both English and Spanish.

§358.230 REPORTING ABUSE, NEGLECT AND EXPLOITATION

1. **Duty to Report:** Any employee, volunteer, or other individual working under the auspices of a JJAEP program must report an allegation of abuse, neglect, or exploitation to TJJD and local law enforcement if the person has reasonable cause to believe a juvenile has been or may be abused, neglected, or exploited or that a juvenile's physical or mental health or welfare has been adversely affected by abuse or neglect.

   Non-Delegation of Duty to Report: The duty to report cannot be delegated to another person.

2. **Reporting Time Frames:**
   Except sexual abuse or serious physical abuse: Upon receipt of an allegation/complaint of abuse, neglect, or other exploitation, the first person of knowledge must make a report to TJJD within twenty-four (24) hours from the time knowledge is gained or has a reasonable belief that allegation of abuse, neglect or exploitation has occurred.

   Sexual abuse, serious physical abuse, or death: Upon receipt of an allegation of sexual abuse, serious physical abuse or actual death, a report must be made to law enforcement immediately, but no later than one (1) hour after the time a person gains knowledge or has a reasonable belief that allegation has occurred.

   A report to TJJD must be made immediately, but no later than four (4) hours after the time a person gains knowledge of or has reasonable belief that alleged sexual abuse or serious physical abuse, or death has occurred.

3. **Methods for Reporting:** The JJAEP Campus Administrator, JJAEP Administrator or designee shall ensure that law enforcement is notified by telephone. The initial report to TJJD must also be made by telephone using the toll-free number designated by TJJD. Within 24 hours after the initial telephone report to TJJD, a completed Incident Report Form shall be submitted to TJJD via email.

§358.260 PARENTAL NOTIFICATION

JJAEP School Administrators shall notify, or diligent efforts to notify, must be made to the parent(s), guardian(s), and custodian(s) of a juvenile who has died or who is the alleged victim of abuse, neglect, or exploitation or was involved in a serious incident. The notice or efforts to notify required by subsection (a) of this section must be made as soon as possible, but no later than 24 hours, from the time a person gains knowledge of or has a reasonable belief that the allegation of abuse, neglect, or exploitation or the death of a juvenile occurred or that a serious incident has occurred.

1. Methods to contact parents are by phone, in writing, or in person.
2. All efforts to provide notification shall be documented on the TJJD Incident Report form and in the internal investigation report.

§358.270 REPORTING OF ALLEGATIONS BY JUVENILES

The El Paso County JJAEP is committed to maintaining a safe, abuse-free environment for all students. In alignment with the Texas Administrative Code §358 and PREA standards, the following measures shall be implemented to protect student rights, encourage reporting, and prevent abuse, neglect, or exploitation.

1. All JJAEP students shall be informed of their right to report allegations of abuse, neglect, exploitation, and the death of a juvenile directly to the Texas Juvenile Justice Department (TJJD).
2. During the JJAEP intake conducted at the campus, students and parents/guardians shall be provided with **APPENDIX R ANE and R1- ANE (SPANISH)** which include TJJD contact information and instructions for reporting allegations.
3. Both the student and parent/guardian shall sign acknowledgment forms upon receipt of the ANE information, and a copy will be provided to the family for reference.
4. The JJAEP Student Code of Conduct (SCC) will also advise the students of this right and information on reasonable, free, and confidential access to TJJD to report allegations.
5. If the family attends the JJAEP Family Program Orientation held at JPD, this information and contact number to TJJD will be provided to them as an additional layer of oversight.
6. JJAEP staff shall make every effort to maintain an environment free of coercion, abuse, neglect, exploitation, or any inappropriate conduct and shall remain vigilant for behaviors or indicators that may indicate abuse, neglect, or exploitation.

7. All students will be supervised by JJAEP staff to ensure that they are protected from sexual abuse. Security cameras can be utilized as additional security, but never as a substitute for face-to-face supervision.
8. If a student is identified as vulnerable to sexual abuse, reasonable steps shall be taken to ensure the student's safety, including but not limited to increased supervision, periodic check-ins, and follow-up by JJAEP staff.
9. JJAEP staff shall not be the sole supervisor of students of the opposite gender in situations where students may be vulnerable or exposed. This includes, but is not limited to, searches, restroom breaks, changing areas, or similar activities, except in emergency situations when no alternative supervision is immediately available.
10. Students with disabilities, including those who are deaf, hard of hearing, have speech impairments, limited English proficiency, or other communication barriers, shall be provided reasonable accommodations and unimpeded access to report allegations of sexual abuse through any effective means necessary to facilitate communication.
11. The YISD and Juvenile Probation Department shall not hire, transfer, promote, or permit any individual to have contact with JJAEP students if the individual has engaged in sexual abuse, been convicted of sexual abuse or inappropriate sexual conduct, or is currently under investigation for sexual abuse or inappropriate sexual conduct, consistent with applicable laws and district hiring practices..

§358.280 INTERNAL INVESTIGATION

In every case in which a report of the death of a juvenile or of an allegation of abuse, neglect, or exploitation has occurred, an internal investigation must be conducted. The investigation must be conducted by a person qualified by experience or training to conduct a comprehensive investigation.

INITIATION OF INVESTIGATION

The internal investigation must be initiated immediately upon the chief administrative officer or the private facility administrator or their respective designees gaining knowledge of the death of a juvenile or the allegation of abuse, neglect, or exploitation. However, the initiation of the internal investigation will be postponed if:

1. directed by local law enforcement;
2. requested by TJJD OIG, or
3. after consultation with local law enforcement or TJJD OIG, it is determined that the integrity of potential evidence could be compromised.

If the employee is a JPD employee, volunteer, or contracted provider, JPD Administration will assign an investigator(s) and the Department's Internal Investigation Protocol will be followed. There will be instances when the investigator is assigned from other sections of the department rather than the section from which the alleged perpetrator is assigned, to ensure the integrity of the internal investigation.

INTERNAL INVESTIGATION PROCEDURES

An internal investigation must be conducted and documents prepared and submitted in accordance with TJJD required timelines. (**SEE APPENDIX Q - INTERNAL INVESTIGATION FORM**)

1. The initiation or completion of an investigation may be postponed if directed by law enforcement, requested by TJJD or the integrity of potential evidence could be compromised.
2. School district officials, school administrators, and staff, to include interns and volunteers are required to cooperate with the TJJD investigators and law enforcement investigating the reported case of an alleged abuse neglect and exploitation matter.
3. All JJAEP staff members, school districts, and JPD officials are required to cooperate fully and truthfully with any investigation of alleged child abuse or neglect.
4. School Administrators will make every effort to identify and make available for questioning all people with knowledge of abuse, neglect and exploitation or death which is the subject of a TJJD investigation.
5. For complaints that meet the Texas Family Code definition of abuse, neglect or misconduct, investigator(s) will:

   a. Ensure that the JJAEP employee, intern, or volunteer who receives or witnesses the incident submits their report to TJJD within the required timeline.
   b. Ensure that law enforcement and/or other relevant parties are notified, i.e., DFPS, parents of victim(s), victim(s), JJAEP Administrator, etc. (within six (6) hours of getting the assignment from their respective school district administration).

6. The JJAEP School Administrator or JJAEP/JPD designated officer in charge must always conduct a visual and verbal injury assessment after an incident or allegation of abuse and ensure it is documented on the incident report.
7. If any injury is reported or there is visual evidence of injury, the student must be seen by the nurse or physician immediately.
8. If a nurse or physician is not available, arrangements will be made for immediate transport to area hospital.
9. If a student makes an allegation of sexual abuse, the nurse or physician will immediately examine him or her.
10. A written medical assessment must be completed by the nurse or physician and made available to the investigating officer, including any other documentation or information that may be relevant to the investigation.
11. Contact the alleged perpetrator(s) and schedule a formal meeting within forty-eight (48) hours.
12. As per Texas Administrative Code, Chapter 358.440 all persons must fully cooperate with any investigation of an allegation of abuse, neglect, or exploitation of the death of a juvenile.
13. An employee, intern or volunteer who has been identified as an alleged perpetrator has the right to refuse to be interviewed. However, the alleged perpetrator must cooperate with the investigation to the extent that the investigation does not violate individual rights against self-incrimination.
14. The alleged perpetrator(s) may have no contact with the alleged victim(s) or any other student served by the Juvenile Probation Department pending the conclusion of the internal investigation.
15. Collect and review all evidence related to the allegation. Include all documents, notes, receipts, computer printouts, chronological entries, grievances, incident reports, medical reports and video surveillance related to the allegations. All efforts will be made to collect written and oral statements from all persons with direct knowledge of the alleged incident.
16. A medical assessment must be completed if allegation is physical or sexual in nature or involves neglect or exploitation.
17. Schedule specific times for interviews with the complainant, sources of information, possible witnesses, and alleged offenders. Prepare questions sheet and all necessary forms beforehand.
18. If the JJAEP Administrator or Campus Administrator is the person alleged to have abused, neglected, or exploited a juvenile, the Juvenile Board Chair or School Board Chair or designees must place administrator on administrative leave or reassign him/her to a position having no contact with the alleged victim, relatives or the alleged victim or other juveniles.
19. An investigator will be appointed who is not the person alleged to have abused, neglected, or exploited the student, is not a subordinate of such person and is not a law enforcement officer currently acting as the criminal investigator for the same allegation.
20. Law enforcement may initiate a criminal investigation into the matter and report must be made to law enforcement, if deemed necessary by this standard.
21. An investigator will be appointed who is not the person alleged to have abused, neglected, or exploited the student, is not a subordinate of such person and is not a law enforcement officer currently acting as the criminal investigator for the same allegation.

OTHER: A Campus Administrator may also utilize ISD policy or Employee Code of Conduct as a guide to any misconduct or violation of policy on allegations, which do not rise to the defined level of serious physical abuse or sexual abuse made by students. Administrators have a duty to investigate conduct, which is the basis of the complaint made by students of unnecessary physical force or inappropriate contact or conduct (**SEE GRIEVANCE PROCESS**).

1. Areas to consider are whether incident was reported to administration, whether a discipline referral was made to include any witness statements to justify any use of force, inappropriate physical contact, or inappropriate conduct; and;
2. Whether any violation of JJAEP or ISD policy or Code of Ethics or Conduct occurred.

ALLEGATIONS AGAINST EMPLOYEES
If allegation against an ISD employee is disclosed to a JPD staff member, such information will be relayed in writing to the JJAEP Campus Administrator and District Associate Superintendent. Conversely, if an allegation against a JPD employee is disclosed to an ISD employee, such information will be relayed in writing to the JJAEP Administrator and JPD Chain of Command, if allegation is against the JJAEP Administrator.

WRITTEN AND ELECTRONICALLY RECORDED STATEMENTS
Diligent efforts shall be made to obtain written and electronically recorded statements from all persons with direct knowledge of the alleged incident.

ASSIGNMENT OR ADMINISTRATIVE LEAVE DURING INVESTIGATIONS
The JJAEP Campus Administrator has the discretion to either reassign or place person alleged to have abused, neglected, or exploited a JJAEP student on administrative leave or reassigned to a position having to contact with the alleged victim, relatives of the alleged victim, or other JJAEP students.

If alleged perpetrator(s) is/are not placed on administrative leave, then person must be reassigned within the district to a position having no contact with any students in the facility until the conclusion of the investigation. Employees placed on administrative leave may or may not be paid, at the discretion of the School District.

§358.290 CORRECTIVE MEASURES

At the conclusion of the internal investigation, the JJAEP Campus Administrations involved shall take appropriate corrective measures, if warranted, which may include, but not limited to:
1. Review policies and procedures pertinent to the alleged incident;
2. Revision/modification of any policies or procedures (as appropriate).
3. Administrative disciplinary action or appropriate personnel actions against all persons found to have abused, neglected, exploited a juvenile; or otherwise violated policy.
4. The provision of additional training for all appropriate persons to ensure the safety of the juveniles, employees, interns, volunteers, contractors, and service providers.

§358.300 INTERNAL INVESTIGATIVE REPORT

An internal investigative report must be completed at the conclusion of each internal investigation resulting from an allegation of abuse, neglect, or exploitation or the death of a juvenile. The internal investigative report must include:
1. the date the internal investigation was initiated;
2. the date the internal investigation was completed;
3. the date the alleged victim's parent, guardian, or custodian was notified of the allegation, or documentation that diligent efforts to provide the notification were made;
4. a summary of the original allegation;
5. relevant policies and procedures related to the incident;
6. a summary or listing of the steps taken during the internal investigation;
7. a written summary of the content of all oral interviews conducted;

8. a listing of all evidence collected during the internal investigation, including all audio and/or video recordings and polygraph examinations;
9. relevant findings of the investigation that support the disposition;
10. one of the following dispositions:
    a. founded, which means the evidence indicates that it is more likely than not that the conduct that formed the basis of an allegation of abuse, neglect, or exploitation occurred or that other conduct constituting abuse, neglect, or exploitation occurred;
    b. unfounded, which means the evidence indicates the conduct that formed the basis of an allegation of abuse, neglect, or exploitation did not occur and no other conduct constituting abuse, neglect, or exploitation occurred; or
    c. inconclusive, which means the evidence does not clearly indicate whether or not the conduct that formed the basis of an allegation of abuse, neglect, or exploitation occurred or other conduct constituting abuse, neglect, or exploitation occurred.
11. the date the internal investigative report was completed;
12. the names of all persons who participated in conducting the internal investigation;
13. the name and signature of the person who submitted the internal investigative report; and

    the administrative action, disciplinary action, or corrective measures taken to date, if applicable (e.g., terminated, suspended, retrained, returned to duty, or none).

If disciplinary action is imposed after the submission of the internal investigative report, the JJAEP Administrator or designee must notify TJJD of the disciplinary action no later than five calendar days after the disciplinary action is imposed.

CONCLUSION OF INVESTIGATIONS AND REPORTING OF FINDINGS:

1. All persons involved such as the alleged perpetrator, victim, and complainant, etc., must be informed that they will be notified of the outcome as soon as that is determined.
2. At the conclusion of the collection of evidence and interviews, the investigator will take the following steps:
    a. Summarize the nature of the complaint and allegation against the alleged perpetrator.
    b. Summarize the steps taken during the investigation.
    c. Obtain and review material evidence.
    d. Summarize findings and recommendations and take appropriate measures to provide for the safety of the children (use relevant laws, regulations, policies, and procedures). If it is found that a Code of Ethics violation has occurred and staff member is a certified Juvenile Probation Officer, a separate investigation will be reported to TJJD in accordance with TJJD standards §345.300.
3. The assigned disposition of the internal investigation report shall indicate: founded, unfounded or inconclusive.
4. The investigator(s) (consisting of a district investigator, JPD or a TJJD investigator) may need to submit his/her written report to their supervisor (only as appropriate) if agency policies require a final approval and may make additional necessary revisions or incorporate further recommendations.
5. The summary and all relevant documentation will be reviewed and approved by district officials and their respective HR, and General Counsel when necessary.
6. The investigator(s) will report findings to the ISD Superintendent, to TJJD, the JPD designated person and JPD Administration.
7. Final version of the internal investigation will be submitted to school district officials. The investigating staff will provide periodic status reports of the ongoing investigation to the district and JPD, as appropriate.
8. The conclusions will be discussed with all relevant parties (alleged victim(s) and perpetrator(s)). All disciplinary actions, if applicable, will be administered within 24-48 hours of approval of the investigation and findings.

9. TJJD will be faxed a written copy of the final report of the investigation within thirty (30) business days after the initial report to TJJD. This timeframe may be extended upon request. Completed report must be submitted within twenty-four (24) hours of the investigation's conclusion, and no more than five (5) calendar days later. The report will include all written statements, medical documentation, training records and any other pertinent information.
10. In case of the death of a student, an internal investigation report must be submitted to the State Attorney General's office within thirty (30) days and to the TJJD within ten (10) days of conclusion.

Other recommendations that may be considered (based on severity of case and appropriate factors) may be a review of pertinent policies, administrative disciplinary action (for affirmative findings of ANE or policy violations), and additional training of students, employees, interns/volunteers, contractors, and service providers. Administrators will take all ANE allegations seriously and provide necessary administrative action when violations of policy or affirmative findings occur to ensure for the ongoing safety of JJAEP students.
(SEE APPENDIX Q - INTERNAL INVESTIGATION FORM)

§358.310 SUBMISSION OF INTERNAL INVESTIGATIVE REPORT

Upon conclusion of the investigation, the report, outcome, and any recommendations will be forwarded to the JJAEP Administrator and ISD Associate Superintendent within five (5) school days.
The following documentation collected during internal investigation must be submitted to TJJD within thirty (30) days after initial report to TJJD:

1. Written statements.
2. Relevant medical documentation.
3. Training records, if applicable.
4. Any other documentation used to reach the disposition of the internal investigation.

§358.220 DATA RECONCILLIATION

For all allegations of abuse, neglect, or exploitation, the death of a JJAEP student, and serious incidents occurring within the annual TJJD reporting period, the below data must be provided to TJJD via the ANE Reconciliation Data spreadsheet. The initial report will include the following information. The data must include:

1. name and Personal Identification Number (PID) of each alleged victim;
2. name and date of birth of each subject of investigation
3. date and time of alleged incident;
4. date the alleged incident was reported to TJJD;
5. type of alleged incident (i.e., abuse, neglect, exploitation, death, or serious incident);
6. type of injury, if applicable;
7. whether the alleged incident was restraint-related and, if so, what type of restraint was involved (i.e., personal, mechanical, or chemical);
8. disposition of internal investigation (i.e., founded, unfounded, or inconclusive); and
9. county-generated case identification number.

§348.224 STUDENT CODE OF CONDUCT

(a) Adoption. (1) The JJAEP student code of conduct must be adopted annually by the juvenile board and must describe and define in writing the JJAEP's behavior management system. (2) The JJAEP Administrator must: (A) conduct an annual review of the student code of conduct after the conclusion of each school year and before the beginning of the next school year; and (B) no later than October 1 of each year, submit to TJJD documentation verifying the review was completed. **(b) Notice to Students, Parents, and Staff.** (1) The JJAEP student code of conduct must be provided to each student and to the student's parent, guardian, or custodian upon the student's entry into the JJAEP. (2) The student code of conduct must be reviewed with each student and the student's parent, guardian, or custodian and must be translated if necessary to ensure understanding of the content by all parties. (3) Acknowledgment of receipt of the student code of conduct signed by the student and by his/her parent, guardian, or custodian must be maintained in each student's file. (4) No later than the first day of each school year, each JJAEP staff member must sign an acknowledgement that he/she has read and understands the student code of conduct. This acknowledgement must be maintained in the staff's personnel file. (5) The student code of conduct must be readily accessible to every JJAEP staff member. **(c) Discipline and Sanctions.** The student code of conduct must include the following: (1) prohibited conduct described as minor violations and major violations and the corresponding disciplinary consequences available for each violation; (2) a description of the disciplinary process, including safeguards designed to promote consistent application of the process; (3) circumstances that will allow a student's removal from the classroom with staff supervision; (4) circumstances under which a student may be placed into another educational setting; (5) due-process procedures; and (6) a prohibition on one student sanctioning another student. **(d) Prohibited Sanctions.** (1) The following sanctions are prohibited in the JJAEP, and their prohibition must be noted in the student code of conduct: (A) corporal punishment, physical abuse, humiliating punishment, and hazing; (B) physical exercises imposed for discipline or intimidation, except as allowed under paragraph (2) of this subsection; (C) deprivation of food and water; and (D) expulsion from the JJAEP. (2) Physical exercise may be used for discipline only if: (A) the JJAEP operates an intensive physical activity program; (B) the JJAEP has established written policies and procedures that include limitations on the types of physical activity that may be used for discipline; and (C) the physical exercise does not cause bodily duress (i.e., physical punishment to the body). **(e) Dress Code.** The student code of conduct may establish a dress code or require uniforms for students in attendance.

POLICY

It is the policy of the El Paso County Juvenile Board to adopt the **YISD STUDENT CODE OF CONDUCT (APPENDIX B)** for implementation within the El Paso County Juvenile Justice Alternative Education Program (JJAEP). This code outlines key student expectations and consequences and includes the following components:

- Discipline procedures and sanctions
- Prohibited disciplinary practices
- Dress code requirements
- Grievance procedures
- Sexual abuse prevention and reporting protocols

In accordance with the Prison Rape Elimination Act of 2003 (PREA) and applicable district policy, the Student Code of Conduct also details prevention, intervention, and reporting procedures for incidents involving sexual abuse. All students and their parents/guardians are required to sign an acknowledgement form upon receipt of the JJAEP Student Code of Conduct.

A. ADOPTION PROCEDURE

El Paso County JJAEP adopts the Ysleta Independent School District's Student Code of Conduct though formal approval by the Juvenile Board, thereby establishing the behavior management framework for the program. YISD has implemented an in-house suspension system, whereby out-of-school suspension will be considered a last resort if other forms of behavioral management have been ineffective, or infraction requires removal from the campus (out-of-school suspension). Disruptive students may be removed from the classroom and placed in SAC. Students will be monitored and have continuous visual observation by JJAEP staff while being placed in SAC or in- school suspension (ISS).

B. NOTICE TO STAFF, STUDENT, PARENT/GUARDIAN

1. Students, parents, guardians, or custodians will receive a JJAEP Student Code of Conduct (SCC) at the time of intake.
2. Upon receipt and review, a signature will be required on the Acknowledgment of receipt of the JJAEP Student Code of Conduct (SCC).

3. A copy of the Acknowledgment form will be placed in the student's JJAEP electronic case file.
4. Prior to the start of the school year at the JJAEP Annual Refresher Training and during New Orientation Training at JPD, JJAEP staff will be provided with an electronic storage device containing the JJAEP Student Code of Conduct (SCC), and other pertinent JJAEP documents. All JJAEP staff will be required to sign an acknowledgment which will be maintained in their personnel electronic file.

C. DISCIPLINE AND SANCTIONS

The JJAEP Student Code of Conduct (SCC) outlines sanctions and disciplinary procedures applicable to students for specific behaviors, ensuring due process protections. The JJAEP Student Code of Conduct (SCC) will include sanctions and disciplinary procedures, including prohibited behaviors and conduct, disciplinary consequences, circumstances for classroom removal, and conditions for placement in another educational setting. YISD has adopted the JJAEP Student Code of Conduct (SCC) as a supplement to its Student Code of Conduct (SCC).

D. DISCIPLINE MANAGEMENT TECHNIQUES

During the student's enrollment, discipline shall be designed to improve conduct and to encourage students to adhere to their responsibilities as members of the school community. Disciplinary actions will be based on the professional judgment of teachers and administrators. Discipline shall be correlated to the seriousness of the offense/infraction, a disability that impairs the student's capacity to appreciate the wrongfulness of the student's conduct, the frequency of misbehavior, a student's disciplinary history, the student's attitude, whether the student was acting in self-defense, the effect of the misconduct on the school environment, intent, or lack of intent at the time of the alleged incident of misconduct, and statutory requirements.

1. STUDENT WITH DISABILITIES
    - **a.** Discipline for students with disabilities must comply with applicable state and federal laws, including the district's Student Code of Conduct.
    - **b.** In accordance with the Education Code, students enrolled in Special Education programs (SPED) may not be disciplined for bullying, harassment, or making hit lists until an ARD meeting has been conducted to review the student's behavior.
    - **c.** The JJAEP shall take into consideration a disability that substantially impairs a JJAEP SPED student's ability to understand the wrongfulness of their conduct.

2. MANAGEMENT TECHNIQUES
    - **a.** Verbal correction (oral or written).
    - **b.** Cooling-off time or "timeout".
    - **c.** Seating changes within the classroom or bus transportation.
    - **d.** Counseling by teachers, counselors, or administrative personnel.
    - **e.** Parent/teacher conferences.
    - **f.** Grade reductions for late assignments or academic dishonesty (including but not limited to cheating, copying the work of another student, plagiarism, and unauthorized communication between students during an examination).
    - **g.** Assignment of community service.
    - **h.** Withdrawal of privileges, such as participation in extracurricular activities.
    - **i.** In-School Suspension (ISS). The term of the removal may prohibit the student from attending or participating in school-sponsored or school-related activities. ISS may exceed three (3) days if reviewed every ten (10) school days by the JJAEP Campus Administrator.
    - **j.** Out-of-School Suspension (OSS) may be imposed only when behavior is repeated and significant or threatens safety.
    - **k.** Call to law enforcement for new offense committed at the JJAEP.
    - **l.** Restitution for damage.

m. Notice of Absence will be issued for violation of the Texas Compulsory Attendance Law. In accordance with this law, referrals will be made, as required to school district employees, as necessary and ultimately to a Truancy Court which may assess a fine and impose other requirements to prevent truancy.

n. Other strategies and consequences as determined by school officials.

o. Due to JJAEP expulsion, further expulsion is not an option, and any of the above consequences may occur.

p. Due to JJAEP status, for a student under formal or informal supervision under the 65th District Court, negative behavior (whether a disciplinary referral is given or not) is reported to the Juvenile Probation Department and may result in further consequences imposed by a Juvenile Probation Officer or the 65th District Court.

3. EXPECTATION OF JJAEP STUDENTS

a. Demonstrate courtesy, even when others do not.

b. Behave in a responsible manner, always exercising self-discipline.

c. Attend all classes, regularly and on time.

d. Meet district and campus standards of grooming and dress.

e. Obey all campus and classroom rules.

f. Respect the rights and privileges of students, teachers, administrators, district staff, and volunteers.

g. Respect the property of others, including district property and facilities.

h. Cooperate with and assist the school staff in maintaining safety, order, and discipline.

i. Adhere to the requirements of the JJAEP Student Code of Conduct.

4. BEHAVIOR COORDINATOR ROLE

a. The responsibility of the Behavior Coordinator Role is taken by the principal of the JJAEP in El Paso County or designated person. Any inappropriate conduct that occurs is reported to the JJAEP Administrator and assigned Juvenile Probation Officer, who will document the conduct/incident.

b. Consequences for any negative behavior are explained during the JJAEP intake to both the student and their parent/guardian; it is also outlined in the Student Code of Conduct and JJAEP Policies and Procedures.

c. When a major infraction of the JJAEP Student Code of Conduct occurs or a serious incident (as defined by TJJD) occurs, the Campus Behavior Coordinator or designated person (if in a District of Innovation) must document the behavior through a disciplinary referral, noting any action taken. Notification to parent(s)/guardian(s) will be made as soon as possible, but no later than 24 hours after a disciplinary referral has been given or suspension or removal from the classroom into the In-School Suspension (ISS) occurs. The disciplinary referral must be submitted to the JJAEP Administrator and/or assigned Juvenile Probation Officer, who documents the incident in JMIS and uploads the referral into the youth's profile.

d. Behavior management may involve counseling, suspension, conferences with parents/JPO or placement in ISS or OSS. If an arrest is warranted, further consequences may be incurred. Possible school-based consequences include the following:

i. Suspension – May be warranted in cases where there has been a serious violation of school rules/policies. The JJAEP Campus Administrator will have the discretion to suspend the student. Suspension is rare as sending the student home is not conducive to the JJAEP philosophy of maintaining the student in school.

ii. In-School Suspension (ISS) – When appropriate, will be used in place of suspension, particularly when the student engages in persistent class disruption. ISS may exceed three (3) days if reviewed every ten (10) school days by the JJAEP Campus Administrator.

iii. **Arrest** – Warranted if an offense occurs on school grounds or during transport on a district school bus.

iv. **Counseling** – Provided for any inappropriate conduct/incident where there may have been a display of anger, threats to cause harm to staff or students. Such action will help intervene and prevent further incidents.

v. C**onferences** – Notification to parents, administrators, JJAEP staff, and Juvenile Probation Officers will be made when there is a serious incident or recurrent inappropriate behavior such as bullying, harassment, or making hit lists. Conferences will be held by some or all of the above parties to prevent more serious consequences.

vi. **Juvenile Probation Officer/JJAEP Administrator** – Will address the behavior/incident with the student and will inform the court of incidents if applicable.

vii. **Home Visits** – Will be conducted if there is persistent unexcused absences. JJAEP Campus Administrator, Case Managers, Counselors, and/or Juvenile Probation Officer may conduct the home visit.

viii. **Court Ordered Counseling Services** – The student's counselor/therapist may be contacted by the Juvenile Probation Officer to discuss behaviors displayed in the school setting.

E. PROHIBITED SANCTIONS

The JJAEP Student Code of Conduct lists prohibited sanctions including, corporal punishment, physical abuse, humiliating punishment, hazing, deprivation of food and water, allowing one student to sanction another, expulsion from a JJAEP or imposing physical exercises/activity as a form of discipline or intimidation.

F. DRESS CODE PROCEDURES

PURPOSE: The dress code is established to teach grooming and hygiene, instill discipline, prevent disruption, avoid safety hazards, and teach respect for authority.

1. UNIFORM APPEARANCE

- **a.** Expectations: Students are expected to arrive in school uniform and groomed in a manner that is clean and neat, that will not be a health or safety hazard to themselves or to others.
- **b.** Compliance: Students who are out of compliance will be given an opportunity to correct the problem. Failure to correct the problem will require an immediate parent conference.
- **c.** Severe Violations: Students with severe violations will be sent home to change into appropriate clothing and must return to campus immediately. Failure to return will result in an unexcused absence.
- **d.** Continued Noncompliance: May result in a disciplinary referral.
- **e.** Assistance with Uniform Items: Campus Administrators will communicate and work collaboratively with the JJAEP Administrator in the event a JJAEP student requires assistance in obtaining uniform items.

2. FACIAL APPEARANCE:

- **a.** No facial hair is permitted. Beards, goatees, and mustaches are not allowed. Non-complying students will be escorted to the restroom by parent/guardian to shave, and the parent/guardian will be required to provide razors.
- **b.** Sideburns are allowed down to mid-ear only and must be maintained at all times.
- **c.** Cutting or shaving of eyebrows is NOT permitted.
- **d.** Tongue or facial piercings are NOT permitted.

e. All fingernails must be kept short and trimmed. Nail polish or artificial nails are not permitted. Nails must not extend beyond the tips of the finger.
f. No makeup of any kind is permitted, including but not limited to lipstick, concealer, foundation, primer, lip gloss, ChapStick, blush, eyeliner, brow liner, eyeshadow, and mascara.
g. Makeup will be confiscated and not returned.
h. Non-compliant students will be escorted to the restroom to wash off makeup.

3. TATTOOS:
All tattoos on the arms and neck must be covered with a white long-sleeve undershirt or other approved items by the Campus Administrator.

4. HAIRCUTS:
a. All students must maintain a clean appearance at all times.
b. Hair must not cover face or eyes.
c. No spiked hair (no more than 1 inch in length) or Mohawks allowed.
d. Student's hair must be of a natural hair color (no colors that may cause a distraction).
e. Hair should be shampooed regularly.

5. JEWELRY:
For security reasons, no jewelry is allowed. This includes watches, necklaces, rings, and body piercings. Any jewelry brought in will be confiscated.

6. SHIRTS:
a. Forrest Green polo shirts are required for High School JJAEP students; Navy Blue polo shirts are required for Middle School JJAEP students.
b. Shirts must remain tucked in at all times.
c. Students must wear only plain white undergarments under their shirts. Females must wear a white bra under their shirt.
d. Shirts must be kept clean at all times.
e. Shirts must be well maintained, free from wrinkles, tears, or any other damage.
f. Oversized shirts are not permitted.

7. PANTS/BELTS:
a. Khaki pleated or straight-front Dockers-style or dress slacks are required.
b. Pants must be worn at or above the waistline at all times.
c. No baggy pants, bell-bottoms, cut pant legs, dragging pant legs, capris, hip huggers/low-rise, jeans, cargo pants, leggings, or side pockets are allowed.
d. Pants must be the appropriate size for the student, not to exceed ONE INCH LARGER than their waist, and not excessively tight to avoid creating a distraction.
e. Pant length should touch the top of the shoe's heel and not be frayed at the edges. Extra gym shorts under the pants will not be permitted.

8. SHOES:
a. Black dress shoes or solid black tennis shoes with regular width black shoelaces are required.
b. Thick or colored shoelaces are not allowed. Shoes must remain laced and tied properly throughout the day.
c. Extra socks in shoes are not permitted.
d. Open-toed shoes such as sandals or steel-toed shoes are not allowed.
e. Socks must be plain WHITE without any visible logo or design.

9. WINTER CLOTHING:

- **a.** A matching colored hooded or regular sweatshirt is required for cold weather conditions. Uniforms are available with the school administration.
- **b.** Black or white sweatshirts must FIT the student. Oversized sweatshirts are not allowed.
- **c.** White long sleeve shirts may be worn under student's polo shirt.

10. ADDITIONAL ITEMS:

- **a.** Cell phones and pagers are strictly prohibited at all times.
- **b.** No electronic equipment of any kind is allowed, including electronic cigarette, toys, video games, tablets, laptops, smartwatch, headphones, etc.
- **c.** No weapons of any type are permitted, including small pocketknives and/or cutting instruments. Possession of certain illegal or location-restricted knives may result in criminal charges.
- **d.** Students shall not possess fireworks, smoke or stink bombs, or any other pyrotechnic device.
- **e.** Food, beverages, gum, and candy will be confiscated if brought onto the premises.
- **f.** Any loose items found in pockets or notebooks will be confiscated and not returned, including personal items.
- **g.** Students will not be allowed to enter the restroom while in possession of any type of writing utensil. Pens and pencils will be confiscated and not returned.
- **h.** Students will not be permitted to bring wallets, purses, or money.

(**f) Grievance Procedures.** The student code of conduct must state: (1) which issues are grievable and not grievable; (2)the process by which a student may submit a grievance; (3) the method(s) by which students may obtain and submit a grievance without the assistance or permission of staff; (4) that retaliation by staff against a student for submitting a grievance is prohibited; (5) that the student will receive a written response within five school days after submitting the grievance; (6) that, upon request, a student's parent, guardian, or custodian will be provided a copy of a grievance submitted by the student, including the response; (7) the deadline for submitting an appeal of the initial response, which must be no earlier than five school days after the student receives the initial response; and (8) that the student will receive a written response within 10 school days after submitting an appeal.

POLICY

GRIEVANCE PROCEDURES

1. The JJAEP shall maintain a grievance procedure to address complaints or concerns raised by students or parents/guardians regarding alleged mistreatment, instructional, or programmatic issues, or perceived violations of student's rights by staff members, JJAEP policies, procedures, or other students. Retaliation in any form against a student or parent/guardian who files a grievance or participates in the grievance process is strictly prohibited. The grievance procedure shall ensure that each student and parent/guardian is afforded at least one level of appeal for all grievance complaints. Complaints shall be reviewed and resolved in a fair, timely, and impartial manner, and documentation of all grievances and their dispositions shall be maintained by the JJAEP Administrator.
2. Upon request, a copy of each grievance submitted by a student shall be provided to the student's parent/guardian. (**SEE APPENDIX S – JJAEP STUDENT GRIEVANCE FORM)**
3. Students and parents/guardians may submit the grievance form to a staff member at the JJAEP Campus (Counselor, Administrator, CIS) or may go directly to YISD's Department of Student Services at 9600 Sims Drive, El Paso, Texas 79925 or 915-434-0743. Student or parent/guardian may also contact the assigned Juvenile Probation Officer or the Diversionary and JJAEP Programs Supervisor, Ramon E. Hernandez at 915-

273-3491 Ext. 2110 or by email at Ram.Hernandez@epcountytx.gov to further discuss the issue or submit grievance.

COMPLAINTS

1. General complaints should be resolved at the lowest possible administrative level. General complaints or questions regarding campus level decisions should be addressed with the School Principal/Assistant Principal and/or the JJAEP Administrator. If student or parent/guardian does not believe a complaint or grievance was appropriately addressed, efforts should be made to discuss the complaint with the School Principal or Assistant Principal.
2. Students are encouraged to discuss and attempt to resolve problems directly with JJAEP operational staff whenever possible. The JJAEP staff will take reasonable and appropriate steps in an attempt to correct the problem. If unable to resolve the matter, students can report it to the JJAEP Administrator or School Principal/Assistant Principal verbally or in writing. A Student Grievance Form must be provided to the student upon request by school staff.
3. Grievance procedures shall ensure that each student is afforded one level of appeal on all grievance complaints. The JJAEP Administrator, Principal, or Assistant Principal will investigate the grievance and attempt to resolve it. Upon request, a student's parent/ guardian will be provided a copy of the Student Grievance Form, including the response within five (5) school days after submitting the grievance. Efforts to resolve the matter will be documented on a Student Grievance Review form, which will serve as verification as to what actions were taken by the administration to address the grievance. (**SEE APPENDIX – S1 JJAEP STUDENT GRIEVANCE REVIEW FORM FOR ADMINISTRATORS**).
4. Copies will be forwarded to the JJAEP Administrator and uploaded in the student's file. Upon request, a student's parent/guardian will be provided with a copy of the Student Grievance Form, including the response and findings.
5. If not satisfied with the response provided by School Administrators or the JJAEP Administrator, students or parents/guardians have the right to appeal to YISD's Department of Student Services or the Juvenile Probation Department and appeal.
6. The deadline for submitting an appeal of the initial response must be no earlier than five (5) school days after receiving the initial response. The student will receive a written response within ten (10) school days after submitting an appeal.

GRIEVANCE FORM FOR PARENTS

El Paso County JJAEP facilities will respond quickly to all complaints/grievances from parents/guardians or members of the community against any employee of the Juvenile Probation Department and/or employees of the YISD. Corrective action will be taken if deemed necessary. Parents/Guardians must receive a copy of the JJAEP STUDENT GRIEVANCE REVIEW FORM FOR ADMINISTRATORS and will sign to acknowledge receipt. **(SEE APPENDIX S1 - GRIEVANCE REVIEW FORM FOR ADMINISTRATORS).** A copy of the Student Grievance Form is attached to this Student Code of Conduct.

(**g) Sexual Abuse.** The student code of conduct must include information relating to the JJAEP's zero-tolerance policy for sexual abuse. The information provided must address the following: (1) prevention and intervention; (2) methods of minimizing risk of sexual abuse; (3) reporting sexual abuse and assault; and (4) treatment and counseling.

POLICY

SEXUAL ABUSE PROCEDURES

PRISON RAPE ELIMINATION ACT OF 2003 (PREA)

When sexual abuse or other related outcry is made or need determined, service referrals must be made to an appropriate school-based or community-based provider that can adequately address student's needs. Regarding sexual abuse, a referral to CENTER AGAINST SEXUAL AND FAMILY VIOLENCE would be appropriate.

§348.300 TJJD PERFORMANCE REPORTS

(a) TJJD completes a JJAEP performance assessment report as required by the General Appropriations Act (GAA). The report addresses factors identified by the GAA. TJJD provides each JJAEP administrator and each chief administrative officer with a copy of the report. (b) At mandatory JJAEPs (i.e., JJAEPs whose operation is required by law), the JJAEP Administrator must provide a copy of the report to the juvenile board and to the superintendent of each school district that participates in the JJAEP.

POLICY

In accordance with Texas Administrative Code and the Texas Juvenile Justice Department (TJJD) guidelines, it is the policy of the El Paso County Juvenile Justice Alternative Education Program (JJAEP) to utilize biennial performance data provided by TJJD to assess program effectiveness. The data evaluates each mandatory JJAEP across key measures to determine the extent to which the program is meeting its performance objectives.

PROCEDURE

1. Every two (2) years, TJJD publishes a statewide JJAEP Performance Report reflecting statistical and performance data from each county's JJAEP program.
2. Upon publication, the JJAEP Administrator will disseminate the report to the El Paso Juvenile Board, the Chairman of the YISD School Board, Superintendents of Participating Districts, JJAEP Campus Administrators, other relevant stakeholders participating in overseeing the JJAEP.
3. The report will provide a comparison of the El Paso County JJAEP's performance relative to other counties in areas including, but not limited to, student attendance, academic performance, behavioral outcomes, successful transition rates, recidivism rates, and compliance.

§348.400 FUNDING FOR JJAEPs

(a) Funding for JJAEPs is provided in accordance with requirements in the General Appropriations Act. **(b)** TJJD will not release funds to a JJAEP until it has received the following: (1) memorandum of understanding with completed signature page(s), as required by Texas Administrative Code §348.200; (2) student code of conduct for the current school year; and (3) school calendar. **(c)** TJJD will not release funds to a JJAEP whose school calendar is not in compliance with Section 37.011(f), Education Code, unless an application for a waiver has been approved by TJJD.

POLICY

The El Paso County JJAEP, in partnership with the Ysleta Independent School District (YISD) and other participating districts, acknowledges that the daily rate of compensation for educational services is determined by the State of Texas and may be adjusted during the fiscal year. In accordance with Texas Education Code §29.012 and §37.011, participating school districts that provide educational services to pre-adjudicated or post-adjudicated students confined by court order in a juvenile facility operated by a juvenile board are entitled to include those students in their Average Daily Attendance (ADA) for the purposes of Foundation School Program (FSP) funding.

JJAEP MISSION STATEMENT

The mission of the El Paso County Juvenile Justice Alternative Education Program is to provide a safe, structured, and academically enriching environment for students expelled from their home campuses under Texas Education Code, Chapter 37. The program is committed to enabling students to perform at grade level, fostering academic achievement and personal growth, and equipping students with the skills necessary to make responsible decisions, successfully reintegrate into their school communities, and become productive members of society.

EL PASO COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM STUDENT CODE OF CONDUCT 2026-2027 SCHOOL YEAR

THE DISTRICT
YSLETA INDEPENDENT SCHOOL DISTRICT

Ysleta Independent School District

JJAEP STUDENT CODE OF CONDUCT ACKNOWLEDGEMENT

Dear Student and Parent/Guardian,

The El Paso County Juvenile Probation Department provides this Student Code of Conduct to parents/guardians and students admitted to the Juvenile Justice Alternative Education Program (JJAEP). Your child has been placed in the JJAEP as a result of an expulsion for one of the mandatory expulsions listed in the table below. The purpose of this publication is to provide information regarding the general rules, expectations, and guidelines for attending and receiving educational services through the JJAEP operated by the Ysleta Independent School District (YISD).

Additionally, a JJAEP brochure is included with this document containing contact information for the participating school district's Campus Principal and Assistant Principals, as well as El Paso County Juvenile Probation JJAEP staff.

We encourage you to read this publication thoroughly and to discuss it with your family. If you have any questions regarding the information contained herein, please contact a Campus Administrator or the JJAEP Administrator for clarification. Students assigned to the JJAEP remain subject to the Ysleta Independent School District's Student Code of Conduct; however, this JJAEP Student Code of Conduct serves as a supplement and may contain additional rules, expectations, sanctions and procedures that must be followed.

Both the student and parent/guardian must sign in the spaces provided below and return this acknowledgment form to the school.

WE ACKNOWLEDGE THAT WE HAVE RECEIVED THE EL PASO COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM'S STUDENT CODE OF CONDUCT AND UNDERSTAND THAT WE ARE RESPONSIBLE FOR READING AND COMPLYING WITH THE INFORMATION CONTAINED HEREIN.

Student's Name: _____
(Please Print)

Student's Signature: _____ Date: _____

Parent/Guardian's Name: _____
(Please Print)

Parent/Guardian's Signature: _____ Date: _____

Home School: _____ Grade Level: _____

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MISSION STATEMENT

Academically, the mission of the JJAEP is to allow students to perform at grade level.

Mandatory Expulsion Table

Offense Description	Offense Type
Unlawful Weapon: Handgun [PC 46.02(a)]	Mandatory
Unlawful Weapon: Location-Restricted Knife [PC 46.02(a-4)] (For students who are under the age of 18)	Mandatory
Prohibited Weapon: Explosive Weapon [PC 46.05(a)(1)(A)]	Mandatory
Prohibited Weapon: Machine Gun [PC 46.05(a)(1)(B)]	Mandatory
Prohibited Weapon: Short-Barrel Firearm [PC 46.05(a)(1)(C)]	Mandatory
Prohibited Weapon: Armor-Piercing Ammunition [PC 46.05(a)(2)]	Mandatory
Prohibited Weapon: Chemical Dispensing Device [PC 46.05(a)(3)]	Mandatory
Prohibited Weapon: Zip Gun [PC 46.05(a)(4)]	Mandatory
Prohibited Weapon: Tire Deflation Device [PC 46.05(a)(5)]	Mandatory
Prohibited Weapon: Improvised Explosive Device [PC 46.05(a)(6)]	Mandatory
Aggravated Assault [PC 22.02]	Mandatory
Sexual Assault [PC 22.011]	Mandatory
Aggravated Sexual Assault [PC 22.021]	Mandatory
Arson [PC 28.02]	Mandatory
Murder [PC 19.02]	Mandatory
Capital Murder [PC 19.03]	Mandatory
Attempted Murder or Capital Murder [PC 15.01]	Mandatory
Indecency with a Child [PC 21.11]	Mandatory
Kidnapping [PC 20.03]	Mandatory
Aggravated Kidnapping [PC 20.04]	Mandatory
Robbery [PC 29.02]	Mandatory
Aggravated Robbery [PC 29.03]	Mandatory
Manslaughter [PC 19.04]	Mandatory
Criminally Negligent Homicide [PC 19.05]	Mandatory
Continuous Sexual Abuse of Young Child or Disabled Individual [PC 21.02]	Mandatory
Felony Drug Offense (excluding Marijuana or THC) [HSC 481]	Mandatory
Burglary [PC 30.02]	Mandatory
Assault Causing Bodily Injury to School Employee or Volunteer [PC 22.01(a)(1)]	Mandatory
Exhibit, Use, or Threaten to Exhibit or Use Firearm [PC 37.125]	Mandatory

JJAEP STUDENT CODE OF CONDUCT

A. ADOPTION

The Ysleta Independent School District (YISD) has adopted this JJAEP Student Code of Conduct as a supplement to the District's Student Code of Conduct. All students placed in the JJAEP are expected to comply with both the district-wide disciplinary procedures and the specific provisions contained in this JJAEP Student Code of Conduct.

B. NOTICE

Students and their parents, guardians, or custodians shall receive a copy of the JJAEP Student Code of Conduct (SCC) at the time of intake and shall acknowledge receipt by signing the designated form. As part of the student's placement in the JJAEP, families are encouraged to review the YISD Student Code of Conduct, available on the YISD website, which contains comprehensive policies regarding student behavior, expectations, and disciplinary procedures throughout the district.

C. DISCIPLINE AND SANCTIONS

The JJAEP Student Code of Conduct outlines sanctions and disciplinary procedures applicable to students assigned to the program while ensuring due process protections are upheld. The JJAEP Student Code of Conduct adopts and enforces all disciplinary provisions contained in the YISD Student Code of Conduct, while also applying additional guidelines necessary for maintaining a safe, secure, and structured alternative setting.

In accordance with the YISD Student Code of Conduct, all disciplinary action within the JJAEP shall be designed to improve student conduct and to promote positive engagement in the educational environment. Disciplinary consequences shall be determined based upon the professional judgment of teachers and administrators while considering the following factors: seriousness of the offense, student's age and grade level, frequency and nature of the misbehavior, student's attitude and response to correction, impact on the school environment, and statutory requirements. Prohibited student conduct is detailed within the YISD Student Code of Conduct. However, due to the nature of JJAEP placement, the following categories further distinguish major and minor violations.

D. DISCIPLINARY OFFENSES

MAJOR

- Possession of contraband (weapons).
- Possession of or being under the influence of drugs.
- Imminent threats toward any student, teacher, or staff member.
- Destruction of property (may require incident report to TJJD).
- Sexual misconduct (requires incident report to TJJD).
- Assault (requires incident report to TJJD if against another student).
- Sexual assault (requires incident report to TJJD).
- Any incident involving a restraint (requires incident report to TJJD).
- Any incident involving abuse, sexual abuse, neglect, or exploitation (requires incident report to TJJD).
- Any incident that causes substantial disruption during the school day, whether on or off school campus, this includes any cyberbullying that may have occurred off campus but is manifesting on campus (may require incident report to TJJD).
- Any incident warranting an arrest or meeting the elements of a Class B misdemeanor or higher (may require incident report to TJJD).

MINOR

- Refusal to follow directives from administrators, teachers, or staff.
- Verbal disrespect.

- Derogatory or offensive language
- Antagonizing others.
- Walking off campus.
- Dress code violations.
- Tardies or unexcused absences.

Note: In determining disciplinary consequences, the District shall consider mitigating factors such as self-defense, intent or lack of intent, the student's disciplinary history, and any disability that may impact the student's understanding of the behavior's wrongfulness.

DISCIPLINARY MANAGEMENT TECHNIQUES

Discipline for offenses, unless specified otherwise by law, may involve various techniques and responses, used alone or in combination, including but not limited to:

- Verbal correction (oral or written).
- Cooling-off time or "timeout".
- Seating changes within the classroom.
- Counseling by teachers, counselors, or administrative personnel.
- Parent-teacher conferences.
- Grade reductions for late assignments or academic dishonesty (including but not limited to cheating, copying the work of another student, plagiarism, and unauthorized communication between students during an examination).
- Assignment of community service.
- Withdrawal of privileges, such as participation in extracurricular activities.
- In-School Suspension (ISS). The term of the removal may prohibit the student from attending or participating in school-sponsored or school-related activities.
- Out-of-School Suspension (OSS).
- Call to law enforcement for new offense committed at the JJAEP.
- Restitution for damage.
- Notice of Absence will be issued for violation of the Texas Compulsory Attendance Law. In accordance with this law, referrals will be made, as required to school district employees, as necessary and ultimately to a Truancy Court which may assess a fine and impose other requirements to prevent truancy.
- Other strategies and consequences as determined by school officials.
- Due to JJAEP expulsion, further expulsion is not an option, and any of the above consequences may occur.
- Due to JJAEP status, for a student under formal or informal supervision under the 65th District Court, negative behavior (whether a disciplinary referral is given or not) is reported to the Juvenile Probation Department and may result in further consequences imposed by a Juvenile Probation Officer or the 65th District Court.

If a student is removed from the JJAEP and placed in another setting other than a Disciplinary Alternative Education Program (DAEP), the student will have to return to the JJAEP to complete the expulsion term upon re-enrollment. JJAEP students may have the opportunity to attend summer school, if applicable, to make up credits or fulfill STAAR/EOC testing obligations.

E. JJAEP CAMPUS ADMINISTRATOR ROLE

- Any inappropriate conduct occurring within the JJAEP shall be reported to the JJAEP Administrator and, when applicable, the assigned Juvenile Probation Officer, who will document the conduct/incident.
- Consequences for inappropriate conduct shall be explained during the JJAEP school intake to both the student and their parent/guardian. This information is incorporated in the Student Code of Conduct and Policies and Procedures for staff.

- When inappropriate conduct or an incident occurs, the JJAEP Campus Administrator must document the behavior through a disciplinary referral, noting any action taken. Parents or guardians shall be notified when a student is suspended or assigned to In-School Suspension (ISS). The disciplinary referral must be submitted to the JJAEP Administrator, who documents the incident in JMIS and uploads the referral into the youth's profile.
- Behavior management may involve counseling, suspension, conferences with parents/Juvenile Probation Officer, or placement in ISS. If an arrest is warranted, further consequences may be incurred. Possible school-based consequences include the following:
  1) **Suspension** – May be warranted when serious violation of school rules or policies occur. The JJAEP Campus Administrator shall have the discretion to suspend the student. Suspension is rare as sending the student home is not conducive to the JJAEP philosophy of maintaining the student in school.
  2) **In-School Suspension (ISS)** – ISS should be utilized whenever appropriate in lieu of suspension. ISS may be extended beyond prior limits, provided the campus conducts a formal review every 10 instructional days, documenting progress or required modifications in support plans
  3) **Arrest** – Warranted if an offense occurs on school grounds or during transport on a district school bus.
  4) **Counseling** – Provided for any inappropriate conduct/incident where there may have been a display of anger, threats to cause harm to staff or students. Such action will help intervene and prevent further incidents.
  5) **Conferences** – Notification to parents, administrators, JJAEP staff, and Juvenile Probation Officers will be made when there is a serious incident or recurrent inappropriate behavior such as bullying, harassment, or making hit lists. Conferences will be held by some or all of the above parties to prevent more serious consequences.
  6) **Juvenile Probation Officer/JJAEP Administrator** – May address behavioral concerns directly with the student and notify the court when appropriate.
  7) **Home Visits** – May be conducted if there is persistent unexcused absences. JJAEP Campus Administrator, Case Managers, Counselors, and/or Juvenile Probation Officer may conduct the home visit.
  8) **Court Ordered Counseling Services** – Service providers and therapists may be contacted to discuss behaviors observed within the educational setting and coordinate appropriate interventions.

F. EXPECTATIONS OF JJAEP STUDENTS

JJAEP students are expected to:

- Demonstrate courtesy, even when others do not.
- Behave in a responsible manner, always exercising self-discipline.
- Attend all classes regularly and on time.
- Meet district and campus standards of grooming and dress.
- Obey all campus and classroom rules.
- Respect the rights and privileges of students, teachers, administrators, district staff, and volunteers.
- Respect the property of others, including district property and facilities.
- Cooperate with and assist the school staff in maintaining safety, order, and discipline.
- Adhere to the requirements of the Student Code of Conduct.

G. PROHIBITED SANCTIONS

The following disciplinary sanctions are strictly prohibited:

- Corporal punishment, physical abuse, humiliating punishment, or hazing.
- Deprivation of food and water.
- Allowing one student to sanction another.
- Expulsion from a JJAEP.
- Imposing physical exercises/activity as a form of discipline or intimidation.

H. DRESS CODE

The dress code is established to promote good grooming and hygiene, maintain safety and security, minimize disruptions to the educational environment, and encourage respect for authority.

Uniform Appearance:

- **Expectations:** Students shall arrive at school in proper uniform attire and groomed in a manner that is clean, neat, and does not present a health or safety hazard to themselves or to others.
- **Compliance:** Students who are out of compliance will be given an opportunity to correct the problem. Failure to correct the problem will require an immediate parent conference.
- **Severe Violations:** Students with severe violations will be sent home to change into appropriate clothing and must return to campus immediately. Failure to return will result in an unexcused absence.
- **Continued Noncompliance:** May result in a disciplinary referral.
- **Assistance with Uniform Items:** Campus Administrators will communicate and work collaboratively with the JJAEP Administrator in the event a JJAEP student requires assistance in obtaining uniform items.

Facial Appearance:

- **No facial hair is permitted.** Beards, goatees, and mustaches are not allowed. **Non-complying students will be escorted to the restroom by parent/guardian to shave, and the parent/guardian will be required to provide razors.**
- Sideburns are allowed down to mid-ear only and must be maintained at all times.
- Cutting or shaving of eyebrows is NOT permitted.
- Tongue or facial piercings are NOT permitted.
- **All** fingernails must be kept short and trimmed. Nail polish or artificial nails are not permitted. Nails must not extend beyond the tips of the finger.
- No makeup of any kind is permitted, including but not limited to lipstick, concealer, foundation, primer, lip gloss, ChapStick, blush, eyeliner, brow liner, eyeshadow, and mascara.
- Makeup will be confiscated and not returned.
- **Non-compliant students will be escorted to the restroom to wash off makeup.**

Tattoos:

- **ALL** tattoos on the arms and neck must be covered with a **white long-sleeve undershirt or other approved items by the JJAEP Campus Administrator.**

Haircuts:

- All students must maintain a clean appearance at all times.
- Hair must not cover face or eyes.
- No spiked hair (no more than 1 inch in length) or Mohawks allowed.
- Student's hair must be of a natural hair color (no colors that may cause a distraction).
- Hair should be shampooed regularly.

Jewelry:

- For security reasons, no jewelry is allowed. This includes watches, necklaces, rings, or body piercings. Any jewelry brought in will be confiscated.

Shirts:

- Forrest Green polo shirts are required for High School JJAEP students; Navy Blue polo shirts are required for Middle School JJAEP students.

- Shirts must remain tucked in at all times.
- Students must wear only **plain white undergarments** under their shirts. Females must wear a white bra under their shirt.
- Shirts must be kept clean at all times.
- Shirts must be well maintained, free from wrinkles, tears, or any other damage.
- Oversized shirts are not permitted.

Pants/Belts:

- **Khaki pleated or straight-front** Dockers-style or dress slacks are required.
- Pants must be worn **at or above the waistline** at all times.
- No baggy pants, bell-bottoms, cut pant legs, dragging pant legs, capris, hip huggers/low-rise, jeans, cargo pants, leggings, or side pockets are allowed.
- **Pants must be the appropriate size for the student, not to exceed ONE INCH LARGER than their waist, and not excessively tight to avoid creating a distraction.**
- Pant length should touch the top of the shoe's heel and not be frayed at the edges. Extra gym shorts under the pants will not be permitted**.**

Shoes:

- **Black** dress shoes or **solid black** tennis shoes with regular width **black** shoelaces are required.
- Thick or colored shoelaces are not allowed. Shoes must remain laced and tied properly throughout the day.
- Extra socks in shoes are not permitted.
- Open-toed shoes such as sandals or steel-toed shoes are not allowed.
- Socks must be plain WHITE without any visible logo or design.

Winter Clothing:

- A matching colored hooded or regular sweatshirt is required for cold weather conditions. Uniforms are available with the school administration.
- Black or white sweatshirts must FIT the student. **Oversized** sweatshirts are not allowed.
- White long sleeve shirts may be worn under student's polo shirt.

Additional Items:

- Cell phones and pagers are strictly prohibited at all times.
- Electronic devices, including electronic cigarettes, toys, gaming devices, tablets, laptops, smartwatches, headphones, and similar items are prohibited.
- No weapons of any type are permitted, including small pocketknives and/or cutting instruments. Possession of certain illegal or location-restricted knives may result in criminal charges.
- Students shall not possess fireworks, smoke or stink bombs, or any other pyrotechnic device.
- Food, beverages, gum, and candy will be confiscated if brought onto the premises.
- Any loose items found in pockets or notebooks will be confiscated and not returned, including personal items.
- Students will not be allowed to enter the restroom while in possession of any type of writing utensil. Pens and pencils will be confiscated and not returned.
- Students **will not** be permitted to bring wallets, purses, or money.

I. GRIEVANCE PROCEDURES

The El Paso County JJAEP provides a grievance procedure to address complaints or concerns from students and parents/guardians regarding mistreatment, instructional concerns, programmatic issues, or alleged violations of student's rights by staff, policies, or another student. Retaliation in any form against a student who files a grievance is strictly prohibited. A copy of the grievance form is attached to this packet. Students and parents/guardians may submit the grievance form to any JJAEP staff member, Counselor, Campus

Administrator, or directly to the YISD's Department of Student Services located at 9600 Sims Drive, El Paso, Texas 79925 or 915-434-0743. Student or parent/guardian may also contact the assigned Juvenile Probation Officer or the Diversionary and JJAEP Programs Supervisor, Ramon E. Hernandez at 915-273-3491 Ext. 2110 or by email at Ram.Hernandez@epcountytx.gov to further discuss the issue or submit grievance.

General complaints should be resolved at the lowest possible administrative level. General complaints or questions regarding campus level decisions should be addressed with the School Principal/Assistant Principal and/or the JJAEP administrator. If student or parent/guardian does not believe a complaint or grievance was appropriately addressed, efforts should be made to discuss the complaint with the School Principal or Assistant Principal.

- **Initial Discussion** = Students are encouraged to discuss and attempt to resolve problems directly with JJAEP operational staff whenever possible.
- **Reporting to Administrators =** If unable to resolve the matter, students can report it to the the JJAEP Administrator or School Principal/Assistant Principal verbally or in writing. A Student Grievance Form must be provided to the student upon request by school staff.
- **Investigation and Response =** The JJAEP Administrator, Principal, or Assistant Principal will investigate the grievance and attempt to resolve it. The student will receive a written response within five (5) school days after submitting the grievance.
- **Documentation =** Efforts to resolve the matter will be documented on a Student Grievance Review Form for Administrators. Copies will be forwarded to the JJAEP Administrator and uploaded in the student's file. Upon request, a student's parent/guardian will be provided with a copy of the Student Grievance Form, including the response and findings.
- **Appeal Process =** If not satisfied with the response provided by School Administrators or the JJAEP Administrator, students or parents/guardians have the right to appeal to YISD's Department of Student Services or the Juvenile Probation Department and appeal.
- **Deadline for Appeal =** The deadline for submitting an appeal of the initial response must be no earlier than five (5) school days after receiving the initial response. The student will receive a written response within ten (10) school days after submitting an appeal.

COMPLAINTS & GRIEVANCES FROM PARENT/GUARDIAN

The El Paso County JJAEP shall promptly respond to all complaints or grievances submitted by parents/guardians or members of the community against any employee of the Juvenile Probation Department and/or employees of the YISD. Corrective action will be taken if deemed necessary. Parents/Guardians must receive a copy of the JJAEP STUDENT GRIEVANCE REVIEW FORM FOR ADMINISTRATORS and will sign to acknowledge receipt. A copy of the Student Grievance Form is attached to this Student Code of Conduct.

J. SEXUAL ABUSE POLICY

The El Paso County JJAEP is committed to maintaining a safe, secure, and supportive educational environment for all students. The following requirements are intended to reduce the risk of sexual abuse, neglect, or exploitation, and other forms of physical or emotional abuse.

PRISON RAPE ELIMINATION ACT OF 2003 (PREA)

The El Paso County JJAEP adheres to the Prison Rape Elimination Act of 2003 (PREA), a federal law aimed at preventing sexual abuse in both adult and juvenile facilities, including JJAEP and community correction programs. Across all JJAEP facilities operated by the El Paso County Juvenile Probation Department and the Texas Juvenile Justice Department (TJJD), a strict zero-tolerance policy is maintained in conjunction with PREA, addressing all forms of sexual abuse. To ensure compliance of this policy, school administrators, staff, and JJAEP personnel are designated as coordinators, tasked with overseeing the implementation and adherence.

All JJAEPs are mandated to adopt zero-tolerance policies and practices regarding sexual abuse in accordance with the Prison Rape Elimination Procedures Act of 2003 (Texas Administrative Code §358.500). These policies include administrative sanctions as outlined in §348.224 of the JJAEP Policies and Procedures manual.

§358.300 SERIOUS PHYSICAL ABUSE AND SEXUAL ABUSE – (PREA) Prison Rape Elimination Act

- Any JJAEP staff personnel who witnesses, learns of, receives an oral/written statement from a student or other person with knowledge or reasonable belief of an occurrence of alleged serious physical abuse of sexual abuse involving a student shall follow JJAEP school protocol of informing their Principal or Assistant Principal and subsequently reporting to the TEXAS JUVENILE JUSTICE DEPARTMENT (TJJD) and local law enforcement. **The JJAEP facilities will maintain a zero-tolerance policy in conjunction with PREA regarding all forms of sexual abuse. The JJAEP Administrator and Campus Administrators (Principal and Assistant Principals) shall oversee the implementation and adherence to the zero-tolerance policy. (All volunteers, interns, and staff shall be trained regarding Abuse, Neglect and Exploitation (ANE) and PREA standards).**
- No officer, volunteer, counselor, teacher, visitor, student shall engage in any conduct of a sexual nature. There is no "consent" allowed for any juvenile under the care and/or control of the Department as well as juveniles previously under the care and/or control of the Department. All students will be supervised by JJAEP staff to ensure that they are protected from sexual abuse. Security cameras will also be utilized as additional security, but never as a substitute for face-to-face supervision.
- Identification of students vulnerable to sexual abuse, prompts immediate steps to ensure their safety, including additional supervision, referral to school counselor to discuss possible issues, and notification to Juvenile Probation Officer (if applicable) to also assist in identifying any problems.
- JJAEP staff shall never be allowed as the sole supervisor of students of the opposite gender. (This includes searches, restroom breaks, or any function of the program where students are vulnerable or exposed).
- Students with disabilities, including students who are deaf or hard of hearing, shall be afforded reasonable accommodations to ensure meaningful access to reporting mechanisms and protective services.
- YIS and the Juvenile Probation Department shall not knowingly hire, promote, or retain individuals who have engaged in sexual abuse or inappropriate sexual conduct. All employees, staff members, or substitute teachers have passed a background check by the ISD or Juvenile Probation Department to ensure the continued safety of the JJAEP students.
- YISD and the Juvenile Probation Department shall make every effort to provide an environment that is free of coercion or any inappropriate conduct of any kind.
- All students thought to be victims of sexual assault shall be examined at the earliest time possible after the allegation, by a licensed physician. The examination taken by the physician may be used as evidence in an investigation.
- All allegations shall be investigated thoroughly by a neutral party, and all shall be reported to Local Law Enforcement.
- All students may report in writing (grievances) by telephone, face to face, or another means that will allow for their privacy and protection.
- If a student does not feel comfortable reporting to anyone in the JJAEP they may contact a third party (Law Enforcement, TJJD, Juvenile Probation Department, CPS, etc.) directly.
- Attached to this Student Code of Conduct is the Abuse, Neglect and Exploitation Form with the phone number to call if there is a concern or complaint regarding the health and safety of a juvenile in a Juvenile Justice Alternative Education Program.
- The TJJD's investigation is limited to whether an allegation or incident of abuse, neglect, or exploitation occurred based on the statutory definitions of abuse, neglect, and exploitation.

PROCEDURES TO TAKE IN THE EVENT OF AN ALLEGED SEXUAL ABUSE INCIDENT

JJAEP personnel shall report any type of abuse immediately to School Administrators, JJAEP Administrator, Law Enforcement, Texas Department of Family and Protective Services, and the Texas Juvenile Justice Department within 24 hours. The below persons must receive a notification or report regarding allegation:

- School Administrators.
- School Nurse.
- Law Enforcement – 911.
- Parent/Guardian.
- Texas Department of Family and Protective Services - 1-800-252-5400
- Texas Juvenile Justice Department - 1-877-786-7263; submit TJJD Incident Report to abuseneglect@tjjd.texas.gov
- JJAEP Administrator - 915-273-3491 Ext. 2110

Depending on the nature, source, or circumstances surrounding the abuse, staff may be directed to:

- Have the student examined by Nurse and/or Physician.
- Make referral to local law enforcement agencies.
- Contact parents/guardians and advise them of incident.
- Gather as much relevant information as possible pertaining to the sexual assault.
- Student and family should be referred to sexual abuse counseling as soon as possible.
- Service referrals may be to school contracted service providers or any community-based service provider capable of handling the referral and providing appropriate services (such as the Center Against Sexual and Family Violence).

K. HIGH SCHOOL EQUIVALENCY

Students placed in the JJAEP who have experienced difficulties within the traditional school setting may have the opportunity to participate in a High School Equivalency Program. This is an option available for any student of the JJAEP and requires pre-testing and possible remedial assistance to get student prepared for the official test. Students interested in this option should first consult with their parents/guardians, Juvenile Probation Officer, and guidance counselor to ensure they meet the following criteria:

- Student must be at least 16 years old to participate in pre-testing and remedial preparation, and have a court order authorizing pursuit of the high school equivalency final testing and certificate; or
- Candidates who are 17 years old must have parent/guardian signature for taking the official testing.

JJAEP students who have earned fewer than 4 high school credits may be given priority consideration for participating in a High School Equivalency Program.

L. CONSIDERATION OF REMOVAL OF A CHILD

Consideration will be given as a factor in each decision concerning suspension, removal to a Disciplinary Alternative Education Program, expulsion, or placement in a Juvenile Justice Alternative Education Program, regardless of a whether the decisions concern a mandatory or discretionary action, to a student's status in the conservatorship of the Texas Department of Family and Protective Services or a student's status as a student who is homeless.

M. TRANSITION FROM AN ALTERNATIVE EDUCATION PROGRAM TO REGULAR CLASSROOM

As soon as possible after an alternative education program determines the date of a student's release from the program, the alternative education program administrator (Cesar Chavez Academy), shall provide written notice of that date to the student's parent or a person standing in the parental relation to the student and the administrator of the campus to which the student intends to transition to. YISD and receiving district will jointly develop an appropriate written exit plan *from* the JJAEP and transition plan *to* the home school. An academic review will be provided to include a review of courses attended, credits earned, credits pending, discipline and behavior progress or follow up areas, state assessment and/or IOWA skills test scores (Pre and Post), and

attendance records for JJAEP term through the JJAEP Exit Transition Meeting facilitated by Cesar Chavez Academy.

In order to promote successful transition and long-term success, said exit transition meeting will occur prior to a youth's withdrawal from the JJAEP and will include the home school (returning), Campus Administrator or designee, assigned Juvenile Probation Officer or JPD representative, the student and the student's parent or guardian. The JJAEP Exit Transition Meeting must take place no later than five (5) instructional days after the date of the student's release from an alternative education program (JJAEP).

N. CONTINUED EDUCATIONAL SERVICES AND ON-LINE INSTRUCTION/ VIRTUAL SETTING

YISD agrees to continue the provision of personnel and services necessary to operate the JJAEP and implement a Continuity of Operations Plan (C.O.O.P) for online instruction that can provide educational services in accordance with the Texas Education Code, Texas Education Agency, Texas Administrative Code (Chapter 348) and the Texas Juvenile Justice Department. Such C.O.O.P. must address any changes to the JJAEP educational components in the event of a pandemic, natural disaster, or other emergency situation.

Searches shall be conducted solely for safety and security purposes. Search procedures may be modified when necessary to ensure the safety and security of JJAEP students and staff in light of a pandemic, natural disaster, or similar emergency. Any modifications to search procedures shall be noted and reported to the JJAEP Administrator.

In accordance with Texas House Bill 6, the JJAEP may utilize DAEP placement only when:

1. No physical JJAEP placement is available due to capacity or extenuating circumstances.
2. The virtual education placement provides instruction equivalent to in-person services.
3. Documentation is maintained that clearly demonstrates the necessity of the virtual placement and educational equivalency.

EL PASO COUNTY JUVENILE PROBATION DEPARTMENT

JJAEP STUDENT GRIEVANCE FORM

This form is to be completed if you believe you or another student has been treated unfairly or in a manner that violates the Student Code of Conduct. Once completed, please submit this form to the Assistant Principal**. If the grievance involves the Assistant Principal, submit it directly to the Principal.**

JJAEP FACILITY (Select One):

□ CCA HIGH SCHOOL
□ CCA MIDDLE SCHOOL

Student's Name: _____ Date & Time: _____

Description of Complaint or Concern:
(Please provide as much detail as possible, including names of any individual involved, date(s) of the incident(s), and what you believe was unfair or inappropriate.)

_____

_____

_____

_____

_____

_____

_____

_____

_____

Check this box if additional information is written on the back of this form: ☐

Student's Signature: _____

Grievance Received By: _____ **Date & Time:** _____

Copies of all Student Grievances and Grievance Reviews are to be forwarded to the Diversionary and JJAEP Programs Supervisor, Ramon E. Hernandez at Ram.Hernandez@epcountytx.gov



NOTICE TO THE PUBLIC REGARDING ABUSE, NEGLECT AND EXPLOITATION

The TEXAS JUVENILE JUSTICE DEPARTMENT investigates allegations of abuse, neglect and exploitation in juvenile justice facilities operated wholly or partly by the juvenile board or by a private vendor under a contract with the juvenile board or county that serves juveniles under juvenile court jurisdiction, including: public or private short-term juvenile pre-adjudication secure detention facilities (holdovers); public or private juvenile pre-adjudication secure detention facilities; public or private juvenile post-adjudication secure correctional facilities, except for a facility operated solely for children committed to Texas Youth Commission; public or private non-secure juvenile residential treatment facilities that are not licensed by the Texas Department of Family and Protective Services or Department of State Health Services.

The TEXAS JUVENILE JUSTICE DEPARTMENT investigates allegations of abuse, neglect and exploitation in juvenile justice programs (such as the JJAEP) operated wholly or partly by the juvenile board or by private vendor under a contract with a juvenile board that serves juveniles under juvenile court jurisdiction, including juvenile justice alternative education programs and non-residential programs that serve juvenile offenders under the jurisdiction of the juvenile court.

If you are a member of the public and you have a concern or complaint regarding the health and safety of a juvenile in a juvenile justice facility or program, please contact The TEXAS JUVENILE JUSTICE DEPARTMENT at the following TOLL FREE number:

1-877-786-7263
(1-877- STOP ANE)

The TJJD's investigation is limited to whether an allegation or incident of abuse, neglect or exploitation occurred based on the statutory definitions of abuse, neglect and exploitation. Investigators will not address the appropriateness of a disposition by the juvenile court and do not have the authority to override an order issued by a juvenile court.

For more information, please contact an investigator at the TEXAS JUVENILE JUSTICE DEPARTMENT at (512) 424-6700.

Appendix G

Legend
√ = Compliant
χ = Non-Compliant
∅ = Not Applicable

EL PASO COUNTY JUVENILE PROBATION DEPARTMENT
JJAEP PERSONNEL RECORDS REQUEST
Chapter 348 Juvenile Justice Alternative Education Programs

HR Reviewer's Name:

_____
Print Name and Title

_____
Signature

Date: _____

THE ABOVE SIGNATURE CERTIFIES THAT THE LISTED JJAEP EMPLOYEES HAVE ALL THE ABOVE INFORMATION ON FILE AS REQUIRED BY THE TEXAS JUVENILE PROBATION COMMISSION.

				Education and Certification						Personal Records											Policies and Procedures	
	EMPLOYEE NAME	POSITION	JJAEP START DATE	Bachelor's Degree	Proof of licensing or certification verification	College or University Accreditation	College, High School Diploma, Certificate or Home School Transcript	Teacher Certification	Special Ed Certification	Job Description	Criminal History Records Check – NCIC/TCIC	LOCAL SEX OFFENDER CHECK	FAST-FINGER PRINTS	FIRST AID	CPR	CPI, IF APPLICABLE	Applicable Certification Verification	Applicable Personnel Actions	Documentation of Employee Qualifications	Certified Letter from the Employing School District's HR, if applicable	New Orientation & JJAEP Policies and Procedures	Documentation of Receipt of the Student Code of Conduct
1																						
2																						
3																						
4																						
5																						
6																						
7																						
8																						
9																						
10																						
11																						
12																						

INCIDENT REPORT FORM

Administrative Investigations Division

TEXAS JUVENILE JUSTICE DEPARTMENT

Fill out both sides of form and submit completed form and any additional documentation to:

Email: **abuseneglect@tjjd.texas.gov**

REPORTER'S INFORMATION

Form Completed By Name/Title	*Phone #*	*Fax #*	*Email Address*

First Person of Knowledge Name/Title	*Phone #*	*Email Address*

County Case ID #	*County*	*Incident Date*	*Incident Time*

LOCATION OF ALLEGED INCIDENT

Name of Department/Program/Facility			
Address	*City*	*State*	*Zip*

Administrator's Name/Title	*Phone*	*Fax*

Type of Program/Facility (check one):
- ☐ Pre-Adjudication (Detention)
- ☐ Post-Adjudication (Secure)
- ☐ Post-Adjudication (Non-Secure)
- ☐ Probation
- ☐ JJAEP
- ☐ Day Reporting Program

LAW ENFORCEMENT NOTIFICATION

Law Enforcement Agency Name			*Person Notified*	
Phone	*Fax*	*Report Number*	*Date Notified*	*Time Notified*

SERIOUS INCIDENTS -- Report to TJJD within ***24 Hours***

- ☐ Attempted Escape
- ☐ Escape
- ☐ Escape-Furlough
- ☐ Youth Sexual Conduct
- ☐ Youth-on-Youth Physical Assault
- ☐ Attempted Suicide:
  Referred for Mental Health Services? ☐ Y ☐ N
- ☐ Reportable Injury:
  Restraint related? ☐ Y ☐ N
  If yes, what type? ☐ Mechanical ☐ Physical ☐ Chemical

YOUTH INVOLVED

Name		*DOB*	*Age*	*Race*	*Height*

Weight	*Gender*	*Placing County*	*PID*	*Current Location of Youth:*
	☐ M ☐ F			☐ Facility ☐ Residence ☐ Other

Name of Parent/Guardian	*Phone*	*Date Notified*	*Time Notified*

Parent/Guardian's Address	*City*	*State*	*Zip*

ABUSE, NEGLECT, EXPLOITATION, OR DEATH

Report to TJJD and Law Enforcement within ***24 Hours:***

- ☐ Exploitation
- ☐ Emotional Abuse
- ☐ Verbal Abuse
- ☐ Neglect:
  ☐ Medical ☐ Supervisory
- ☐ Physical Abuse
  Restraint related? ☐ Y ☐ N
  If yes, what type? ☐ Mechanical ☐ Physical ☐ Chemical

Report to Law Enforcement within ***1 Hour*** and TJJD within ***4 Hours***

- ☐ Death:
  ☐ Suicide ☐ Non-Suicide
- ☐ Sexual Abuse:
  ☐ Contact ☐ Non-Contact
- ☐ Serious Physical Abuse (injury that requires medical treatment):
  Restraint related? ☐ Y ☐ N
  If yes, what type? ☐ Mechanical ☐ Physical ☐ Chemical

11209 Metric Boulevard, Bldg. H
Austin, TX 78758

P.O. Box 12757
Austin, TX 78711

www.tjjd.texas.gov
P (512) 490-7230 or (512) 490-7126

STAFF-ON-YOUTH ALLEGATIONS ONLY

ALLEGED VICTIM: YOUTH

Name	*DOB*	*Age*	*Race*	*Height*

Weight	*Gender*	*Placing County*	*PID*	*Current Location of Youth:*
	☐ M ☐ F			☐ Facility ☐ Residence ☐ Other

Name of Parent/Guardian	*Phone*	*Date Notified*	*Time Notified*

Parent/Guardian's Address	*City*	*State*	*Zip*

ALLEGED PERPETRATOR: STAFF

Name / Title	**DOB**	Gender	Re-Assigned	Resigned	Suspended	Terminated
			☐	☐	☐	☐
			☐	☐	☐	☐
			☐	☐	☐	☐

YOUTH-ON-STAFF ASSAULTS ONLY

TJJD will not investigate these incidents; however, it is important that we collect this data. Please report all assaults on staff to local law enforcement and TJJD.

ALLEGED VICTIM: STAFF

Name / Title	*DOB*	*Race*	*Gender*
			☐ M ☐ F

Was the staff injured? ☐ Y ☐ N

If Yes: Was medical treatment needed? ☐ Y ☐ N

Briefly describe any injuries:

SUSPECT: YOUTH

Name	*DOB*	*Age*	*Race*

Gender	*Placing County*	*PID*
☐ M ☐ F		

Name of Parent/Guardian	*Phone*	*Date Notified*	*Time Notified*

Parent/Guardian's Address	*City*	*State*	*Zip*

DESCRIPTION OF INCIDENT

- **THIS SECTION MUST BE COMPLETED. Supplementary attachments may *not* replace the narrative.**
- The details of the incident should include ***who, what, when, where, why****, and* ***how***, including a description of any injuries and the type of medical treatment provided. Use additional pages if necessary.
- **NOTE:** If the first person of knowledge is not the person who is submitting this form, the first person of knowledge must attach a signed, dated statement.

APPROVAL

I do hereby attest that the information I provided is true and correct to the best of my knowledge.

Printed First and Last Name	*Signature*	*Date*
	X	

11209 Metric Boulevard, Bldg. H
Austin, TX 78758
P.O. Box 12757
Austin, TX 78711
www.tjjd.texas.gov
P (512) 490-7230 or (512) 490-7126

Internal Investigation Report Form

Administrative Investigations Division

TEXAS JUVENILE JUSTICE DEPARTMENT

In accordance with Texas Administrative Code Section 358.800, an Internal Investigation Report (IIR) shall be completed at the conclusion of all internal investigations resulting from alleged abuse, neglect, exploitation or death of a juvenile.

GENERAL INFORMATION

TJJD Case Number:	County Case ID#:	County:	Department / Program / Facility:

Date of Alleged Incident:	Alleged Victim(s):	Alleged Perpetrator(s): #1: #2: #3: #4:

Alleged Perpetrator's Current Mailing Address *(including address, city, state and zip code)*:	First Person of Knowledge:
Perpetrator #1: Perpetrator #2: Perpetrator #3: Perpetrator #4:	Date Allegation Reported to First Person of Knowledge: Date Allegation Reported to TJJD:

LAW ENFORCEMENT INFORMATION

Name of Law Enforcement Agency:	Date Reported to Law Enforcement:	Law Enforcement Report Number:

DEPARTMENT / PROGRAM / FACILITY EMPLOYMENT SEPARATION

In accordance with Texas Administrative Code Section 358.720, if during the internal investigation the Subject of Investigation resigns or is terminated from employment, the TJJD shall be notified no later than the second business day after the resignation or termination:

	Type:	Date of Resignation / Termination:	Date TJJD Notified:	Name of Individual Who Notified TJJD:
Perpetrator #1:	☐ Resignation ☐ Termination			
Perpetrator #2:	☐ Resignation ☐ Termination			
Perpetrator #3:	☐ Resignation ☐ Termination			
Perpetrator #4:	☐ Resignation ☐ Termination			

WITNESSES

In accordance with Texas Administrative Code Section 358.740, diligent efforts shall be made to obtain written or electronically recorded oral statements from all persons with direct knowledge of the alleged incident.
If more space is needed for additional witnesses, please include in the "Additional Information" section on Page 2.

Please provide a list of all persons who provided a written and/or oral statement.

Name:	Title:	Type: ☐ Oral ☐ Written
Name:	Title:	Type: ☐ Oral ☐ Written
Name:	Title:	Type: ☐ Oral ☐ Written
Name:	Title:	Type: ☐ Oral ☐ Written
Name:	Title:	Type: ☐ Oral ☐ Written
Name:	Title:	Type: ☐ Oral ☐ Written
Name:	Title:	Type: ☐ Oral ☐ Written
Name:	Title:	Type: ☐ Oral ☐ Written
Name:	Title:	Type: ☐ Oral ☐ Written
Name:	Title:	Type: ☐ Oral ☐ Written
Name:	Title:	Type: ☐ Oral ☐ Written

INTERNAL INVESTIGATION REPORT

In accordance with Texas Administrative Code Section 358.820, the Internal Investigation Report (IIR) shall include the following.

Date Internal Investigation Initiated:	Date Internal Investigation Completed:	Date Alleged Victim's Parent/Guardian was Notified of Allegation:

Summary of Original Allegation:

Relevant Policy and Procedure Related to the Alleged Incident: (*Please also note any changes to policies and procedures that occurred as a result of this incident.)*

Summary of Steps Taken During the Internal Investigation:

Written Summary of All Oral Interviews Conducted:

List of All Evidence Collected During the Internal Investigation (i.e. audio and/or video recordings, polygraph examinations, etc.):

Relevant Findings of the Investigation that Support the Disposition (i.e., an analysis of the evidence):

Additional Information:

Assigned Disposition:
☐ Founded ☐ Unfounded ☐ Inconclusive

Perpetrator #1 Administrative Disciplinary Action / Corrective Measures Taken to Date:
☐ Termination ☐ Suspension ☐ Retrained ☐ Returned to Duty ☐ None

Perpetrator #2 Administrative Disciplinary Action / Corrective Measures Taken to Date:
☐ Termination ☐ Suspension ☐ Retrained ☐ Returned to Duty ☐ None

Perpetrator #3 Administrative Disciplinary Action / Corrective Measures Taken to Date:
☐ Termination ☐ Suspension ☐ Retrained ☐ Returned to Duty ☐ None

Perpetrator #4 Administrative Disciplinary Action / Corrective Measures Taken to Date:
☐ Termination ☐ Suspension ☐ Retrained ☐ Returned to Duty ☐ None

Names of All Persons Who Assisted in Conducting the Internal Investigation:

PARENT / GUARDIAN INFORMATION

Name of Parent or Guardian:	Current Mailing Address *(including address, city, state and zip code)*:

ADDITIONAL INFORMATION

Please include any additional information you think is pertinent to this investigation that has not already been detailed. This includes any additional witnesses that you were unable to list on Page 1:

COMPLETED BY

Printed Name of Person Who Completed the Internal Investigation Report:	Date Completed:	Signature:

In accordance with Texas Administrative Code Section 358.840, please submit the Internal Investigation Report and copies of the following documents to the TJJD within five calendar days following its completion.

- Written statements;
- Relevant medical documentation, if the release is authorized by law;
- Training records, if applicable; and
- Any other documentation used to reach the disposition of the internal investigation

* *Please note that although some of the contents of this form are required by administrative rule, the form has been provided for your convenience and its use is not mandatory.*

THE DISTRICT YSLETA INDEPENDENT SCHOOL DISTRICT — YSLETA ISD CALENDAR 2026-2027

July
1-3	District Holiday
13-22	Student Registration
20-22	New Teacher Induction
23-31	Professional Development
24	Teacher Prep Day

August
3	1st Instructional Day/1st Day of the 1st Semester
24	Parent Conference/Full Day Instruction (HS)
25	Parent Conference/Full Day Instruction (MS)

September
7	Labor Day/District Holiday
15	Parent Conference/Full Day Instruction (ES)
25	End of 1st Nine Weeks
28-30	Fall Intersession

October
1-2	Fall Intersession
5-9	Fall Break
12	Professional Development/No Students

November
11	Veteran's Day/District Holiday
23-27	Thanksgiving Break

December
1-3	STAAR/EOC Testing
18	Early Release/Students Half-Day (4 hrs) End of 1st Semester/End of 2nd Nine Weeks
21-25	Winter Break
28-31	Winter Break

January
1	Winter Break
4	Professional Development
5	1st Day of 2nd Semester/ Students Report Back to School
18	Martin Luther King Jr. Day/ District Holiday

February
22	Parent Conference/Full Day Instruction (HS)
23	Parent Conference/Full Day Instruction (MS)
24	Parent Conference/Full Day Instruction (ES)

March
5	End of 3rd Nine Weeks
8-12	Spring Intersession
15-19	Spring Break
22	Professional Development/No Students/ Inclement Weather Make-Up day
26	Good Friday/District Holiday
29	Easter Monday/District Holiday/ Inclement Weather Make-Up Day

April
6-9	STAAR Testing
13-16	STAAR Testing
20-23	STAAR Testing

May
31	Memorial Day/District Holiday

June
4	Early Release/Students Half-Day (4 hrs) End of 2nd Semester/Last Instructional Day
15-17	STAAR/EOC Retest
18	Juneteenth/District Holiday

Teacher Work Days
187

Instructional Days
1st Semester **82** 2nd Semester **94**

- Holiday / Non-Duty Day
- Beginning/End of Semester
- End of Grading Period
- Student Registration
- Intersession
- Early Release
- Professional Development
- STAAR/EOC Testing
- Inclement Weather Make-Up Day
- Parent Conference

July

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
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September

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June

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27	28	29	30			

This academic calendar is intended for use by YISD students, parents and guardians, district employees, and the community for planning. It is not intended for payroll purposes. Employees should confirm with Payroll/HR their actual days of employment per their assigned schedule. This calendar is compliant with Texas House Bill 2610 and verified to contain at least 75,600 minutes of instruction for the 2025-2026 school year. **Board Approved: January 14, 2026** **Revised: May 20, 2026**

IN WITNESS WHEREOF, THE PARTIES EXECUTE THIS AGREEMENT:

ATTEST:

By:_____
Board Secretary

Date:_____

EL PASO INDEPENDENT SCHOOL DISTRICT

By:_____
Ms. Leah Hanany, Board President

Date:_____

EL PASO INDEPENDENT SCHOOL DISTRICT

MEETING DATE: OCTOBER 12, 2026

 E.
  SCHOOL LEADERSHIP ITEMS

Board of Trustees
Executive Summary of Board Agenda Item

TITLE:
Approval of Sole Source Purchase and Participating Group Master Agreement, Single School, between El Paso Independent School District and Winter Guard International, Inc., for Participation in Competition by Young Women's Academy Color Guard and Percussion Ensembles (Budgeted Campus Activity Funds - $890.00)

JUSTIFICATION STATEMENT:
To allow the Young Women's Academy's Percussion and Winter Guard to participate in competition

PURPOSE OF AGENDA ITEM: Action

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Legal/Local Policy

STAFF RESPONSIBILE: Dr. Mark Ramirez, Chief of Schools; Michelle Casillas, Assistant Superintendent Schools; Jennifer Arias, Principal; Haydee Pena, Assistant Superintendent Technology Operations Systems

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:
Strategic Lever III: Destination District - El Paso ISD solidifies its position as El Paso's destination district.

SUMMARY:
The Sole Source is one (1) of seven (7) approved purchasing methods allowed under the Texas Education Code, Section 44.031. Board Policy CH (Local) states that sole-source purchases require Board of Trustees approval.

The Young Women's Academy is seeking approval to enter into a Participating Group Master Agreement with Winter Guard International, Inc. (WGI). This agreement will enable the Young Women's Academy Color Guard and Percussion Ensembles to participate in competition, showcasing their talents. Groups shall have a leadership structure that provides for meaningful leadership and oversight.

WGI is the world's premier organization producing indoor color guard, percussion, and winds competitions. WGI serves as the governing body for indoor activities. It is called the Sport of the Arts because it brings music to life through performance in a competitive format.

ADMINISTRATIVE RECOMMENDATION/MOTION:
It is recommended that the Board approve the sole source purchase and the Participating School Master Agreement, Single School, between El Paso Independent School District and Winter Guard International, Inc., for participation in competition by the Young Women's Academy Color Guard and Percussion Ensembles, in the amount of $890.00, with the understanding that the agreement includes an indemnity clause to the extent permitted by law, as presented.

FUNDING SOURCE: Budgeted Campus Activity Funds **ACCOUNT NO.:** 865.00.1291.000.00.000.019

FISCAL IMPACT AND COST:
$890.00

IMPACT ON OTHER FUCTIONS/OPERATIONS:

CONSEQUENCES OF NON-APPROVAL:
The Percussion and Winter Guard will not be able to participate in this competition.

IMPLEMENTATION TIMELINE:
Upon Approval

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:
WGI Vendor Agreement 2027-0086
Quote
Sole Source Affidavit

PARTICIPATING GROUP MASTER AGREEMENT
SINGLE SCHOOL

This Participating Group Master Agreement (the "Agreement") by and between

PARTICIPATING GROUP NAME: The Young Women's Academy

PARTICIPATING GROUP SCHOOL DISTRICT: El Paso Independent School District

PARTICIPATING GROUP CLASS OF COMPETITION:

Color Guard:	☑	*SRA*	☐	*SA*	☐	*SO*	☐	*SW*			
Percussion:	☐	*PSA*	☐	*PSO*	☐	*PSW*	☐	*PSCA*	☐	*PSCO*	☐ *PSCW*
Winds:	☐	*WSA*	☐	*WSO*	☐	*WSW*					

PARTICIPATING GROUP ADDRESS: 2231 Arizona Ave., El Paso, TX

("Participating Group") and Winter Guard International, Inc., 1994 Byers Rd, Dayton, OH, 45342 ("WGI") shall be effective on the date of the last execution signature below through June 30, 2027.

Participating Group desires to compete in WGI-sanctioned events ("the Events"). The following terms constitute an agreement made between Participating Group and WGI regarding the relationship between the parties, including during the Events and time between the Events. Participating Group and WGI now agree as follows:

I. GENERAL TERMS AND CONDITIONS

A. Participating Group shall be an entity with an existence that is separate from, and independent of, any particular individual. Ordinarily, a Participating Group will be a school district (or part thereof), or a private organization. Participating Group shall have a leadership structure that provides for meaningful leadership and oversight by more than two individuals. WGI and Participating Group are independent entities, with no partnership, joint venture, or agency relationship between them.

B. This Agreement may be terminated by either party at any time for any reason, with or without prior notice, with or without cause, and without penalty. Termination of this Agreement shall not relieve either party of liability for breaches of the Agreement occurring prior to its termination.

C. Participating Group shall be responsible for registering for the Events in which it wishes to participate, using the registration guidelines established by WGI for the period of this Agreement. All such registration guidelines are available at wgi.org/registration.

D. Participating Group shall not be eligible to participate in any WGI-sanctioned event unless this Agreement is in effect.

E. Participating Group shall comply with all rules and regulations prescribed by WGI, including without limitation all adjudication manuals and policy manuals in effect for the period of this Agreement. All such rules and regulations are available at wgi.org/rules.

F. Participating Group shall provide to WGI one (1) active mobile phone number to be used for official communication purposes during the period of this Agreement. The designated mobile phone number shall belong to an authorized representative of the Participating Group and must remain active and accessible for the duration of the Agreement. It is the responsibility of the Participating Group to notify WGI promptly of any changes to the designated mobile phone number.

II. PARTICIPANT PROTECTION

A. Participating Group shall comply with all applicable laws, including those of the state in which the group is based and any state(s) to which the group travels. All laws relating to the protection of participants within youth-serving organizations must be strictly observed. In addition, Participating Groups are required to comply to the WGI Code of Conduct.

B. WGI requires Participating Groups to obtain a national criminal history background check (or a satisfactory equivalent applicable to their country or locality) for all Adult Supervisors. An Adult Supervisor is any individual serving in a managerial, instructional, or design role who spends a cumulative total of more than two (2) hours with participants during a season.

Background checks should be conducted in accordance with the existing hiring and compliance policies of the applicable school district, university, or educational institution. If no such policies exist, the Participating Group must comply with WGI's requirement that each Adult Supervisor undergo a national criminal history background check at least once every two (2) years.

By signing this Agreement, the Participating Group certifies that it is complying with this Background Check Policy and is acting in accordance with the WGI Code of Conduct and Participant Protection Program.

To the extent permitted by applicable law, if a background check reveals any of the following, the Participating Group must notify the WGI Director of Participant Protection before permitting the individual to serve as an Adult Supervisor:

- Any history of sexual misconduct or sexual harassment resulting in a plea, conviction, verdict, or public disciplinary action.
- Any charge or conviction involving a minor, including child abuse, child endangerment, or child pornography.
- Any charge, plea, conviction, verdict, professional licensing restriction, or public disciplinary action involving violence, threats of violence, or domestic violence.
- Any felony conviction within the past ten (10) years involving assault, weapons offenses, kidnapping, or stalking.
- Placement on any sex offender registry.
- Any restriction, suspension, or revocation of teaching, coaching, professional, or volunteer privileges resulting from misconduct related to any of the conduct described above.

Any notification does not automatically disqualify an individual from participating in WGI. The WGI Director of Participant Protection will review the information, together with any relevant facts and circumstances, and determine whether the individual is eligible to participate or subject to any restrictions deemed appropriate under WGI's Participant Protection Program and applicable law.

C. All adult supervisors, as defined in Section B, must complete WGI-prescribed abuse prevention training prior to engaging in regular contact with participants. This training must be completed by the date published by WGI the year preceding the competition season or within 45 days of assuming a new role. By signing this Agreement, the Participating Group affirms that it requires such abuse prevention training and that it acts in compliance with the WGI Code of Conduct and the principles of participant protection.

D. Participating Group shall disseminate WGI's policies concerning participant protection to all its leaders, staff, and participants, and shall ensure that its leaders and staff adhere to those policies or to the policies of the school district or educational institution with which the Participating Group is affiliated, if those policies are substantially similar or more protective than WGI's policies. All participant protection policies are available on WGI's website or upon request.

E. The school district, university, or educational institution affiliated with the Participating Group represents that there are effective internal policies and procedures for the protection and safety of its participants, including without limitation the ability of any individual to report suspected misconduct to the leadership of the Participating Group without reprisal. This also includes the responsibility to respond to all complaints or reports of policy violations by conducting an effective internal investigation, reporting the matter to the appropriate external authorities as may be necessary and taking appropriate and effective remedial action under the circumstances.

F. Participating Group confirms that all Adult Supervisors, as defined in Section B, have been required, to the extent permitted by applicable law, to disclose any past or current Inappropriate Conduct, as defined below, as a condition of their employment, engagement, or contract. Participating Group further agrees to notify the WGI Director of Participant Protection in writing within seventy-two (72) hours after becoming aware of any credible allegation, criminal charge, disciplinary finding, or other information reasonably indicating that an Adult Supervisor has engaged in Inappropriate Conduct.

For purposes of this Agreement, "Inappropriate Conduct" applies to all environments and all Adult Supervisor-youth interactions and includes, but is not limited to:

- Non-consensual sexual contact with a minor.
- Any sexual relationship with a minor while the Adult Supervisor was an adult.
- Sexual, sexually explicit, or harassing communications, whether in person, written, or electronic towards a minor or containing a minor as the subject.

- Any conduct that violates applicable federal, state, or local laws relating to sexual misconduct, sexual harassment, child abuse, exploitation, neglect, grooming or hazing.

G. By signing this Agreement, Participating Group certifies that, to the extent permitted by applicable law, it will notify the WGI Director of Participant Protection in writing within seventy-two (72) hours after becoming aware that any Adult Supervisor:

- Has been terminated, not re-hired, or removed from an Adult Supervisor role due to Inappropriate Conduct, as defined in Section F.
- Has been suspended or had instructional, coaching, professional, or volunteer privileges restricted, suspended, or revoked due to Inappropriate Conduct.
- Is the subject of a publicly available allegation or official record of misconduct, including police reports, court records, or school board or administrative hearing records.
- Has been formally disciplined for conduct that could reasonably be expected to negatively affect the safety of participants or the reputation of WGI.

Pending WGI's review, the Participating Group shall take reasonable steps to ensure that the Adult Supervisor does not have unsupervised contact with participants unless otherwise required by applicable law or directed by WGI.

H. Participating Group shall promptly and fully respond to all WGI requests for information regarding their compliance with this Agreement, subject to applicable local, state, and federal privacy laws. This obligation includes providing requested documentation and fully cooperating in any compliance audit or inquiry into alleged misconduct.

III. PUBLICITY RIGHTS

A. Participating Group shall adhere to all copyright guidelines established by WGI for the period of this Agreement. All copyright guidelines are available at wgi.org/copyright.

B. Participating Group grants WGI the right to photograph, record and/or videotape Participating Group in all media, whether now known or here after devised (including, without limitation, in computer or other device applications, online webcasts, television programming, in motion pictures, films, newspapers, and magazines) and in all forms including, without limitation, publication and use of Event results and standings, without compensation, residual obligations, reservation or limitation, or further approval, and to the extent permitted by applicable law, Participating Group agrees to indemnify and hold harmless WGI for any Claims associated with such grant and right to use.

C. Participating Group will not use for publicity, promotion or otherwise, any logo, name, trade name, service mark or trademark of WGI including, but not limited to, the terms "WGI", "Sport of the Arts", and the WGI logo, or any simulation, abbreviation or adaptation of the same without WGI's prior, written, express consent. WGI may withhold such consent in WGI's absolute discretion.

D. All audio recordings of adjudicator commentary ("Judge Recordings") are provided by WGI solely for the instructional use of the Participating Group. These recordings may be shared internally among members and adult supervisors of the group for training and educational purposes. Recordings may not be copied, posted online, distributed, or used outside of the Participating Group without prior written consent from WGI. Each Participating Group assumes responsibility for safeguarding the confidentiality of these recordings.

IV. LIABILITY

A. Participating Group represents and agrees that the applicable school district self-insurance, school or school district insurance policy fully and completely covers, on either a primary or secondary basis as applicable, all those involved with the Participating Group while participating in a WGI-sanctioned event.

B. To the extent permitted by applicable law, Participating Group agrees to defend, indemnify and hold harmless WGI, their trustees, directors, officers, agents and employees, individually and collectively, from and against all claims, suits, losses, injuries, damages, liabilities, obligations and causes of action, of whatever kind, arising in any manner whatsoever, out of, or in connection with the activities of the Participating Group including, but not limited to, performances, rehearsals, travel and participation in any WGI events; their performance of this Agreement; for any breach of this Agreement or for the negligent or willful acts or omissions of their trustees, directors, officers, agents, employees, volunteers, performers and/or members.

C. Participating Group agrees to have each participant sign the applicable Performer Release Form (minor or adult) and file these forms with WGI before participating in a WGI-sanctioned event. Participating Group acknowledges that it will not be eligible to participate in any WGI-sanctioned even until WGI has received signed Performer Release Forms from all participants.

V. SCHOLASTIC ELIGIBILITY

A. This Agreement certifies that the Participating Groups' total membership are students from the same school, schools that feed directly into that school, or home-schooled students that reside within school district boundaries and are approved by the school to participate in WGI-sanctioned events.

VI. MISCELLEANOUS

A. To the extent permitted by the laws of the jurisdiction under which the Participating Group is organized, the parties agree that this Agreement shall be construed under the laws of the state of the Participating Group, and the parties further agree that the federal and state courts located in the state of the Participating Group shall have exclusive and sole jurisdiction to resolve all disputes arising under or related to this Agreement. The parties irrevocably consent to the jurisdiction of the federal and state courts of the Participating Group and agree that such courts are the only proper venue for the resolution of disputes between them. Notwithstanding the foregoing, all state and local laws applicable to the Participating Group and pertaining to sovereign immunity, choice of law, jurisdiction, venue, remedies and any other matter addressed by this Agreement shall remain in full force and effect and shall supersede any contradictory provision in this Agreement.

B. The individual who is executing this Agreement on behalf of the Participating Group hereby represents that he or she has the full power and authority to bind the Participating Group to these terms. This Agreement may only be executed by an employee of the school or school district-not an independent contractor-authorized to bind the school to its terms either by law or by a resolution duly adopted by the governing body of the school or educational institution.

C. This Agreement is an offer to the Participating Group by WGI to enable the Participating Group to participate in WGI-sanctioned events on the terms and conditions specified in this document, in the exact form in which it was presented to the Participating Group. Any modification to this document renders the entire document void and there shall be no agreement between WGI and the Participating Group unless the modification is initialed or otherwise specifically approved in writing by an authorized official of WGI.

Accepted:

For The Young Women's Academy
School/Group Name

Name: _____

Signature: _____

School Administrator Title: _____

Dated: _____

Accepted:

For WINTER GUARD INTERNATIONAL, INC.

Name: Ron Nankervis

Title: Chief Executive Officer

Dated: August 27, 2026

Approved as to Form:
/s/ Joshua Govea,
Joshua Govea, Assistant General Counsel
EPISD

9/21/2026 12:10:17 PM

ESTIMATE

Winter Guard International, Inc.
1994 Byers Rd
Miamisburg, OH 45342

darrell@wgi.org
+1 (937) 247-5919
www.wgi.org

The Young Women's Academy Scholastic Regional A

Bill to
The Young Women's Academy Color Guard
Scholastic Regional A
22183
Attn: Fidel Renteria
2231 Arizona Ave
El Paso, TX 79930
United States of America

Estimate details
Estimate no.: 1749
Estimate date: 09/02/2026
Expiration date: 12/31/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.	02/20/2027	**Color Guard One-Day**	Registration for: El Paso Regional - color guard	1	$345.00	$345.00
2.	02/27/2026	**Color Guard PLUS**	Registration for: Phoenix Regional+ - color guard	1	$445.00	$445.00
3.		**Processing fee**	WGI Processing fee	1	$100.00	$100.00

Total **$890.00**

Expiry date 12/31/2026

Note to customer

NOTE: THIS IS NOT AN EVENT ENTRY.

Please use this estimate to request a Purchase Order (PO) from your school district. An official Purchase Order must be submitted at the time of registration, unless a credit card is used for payment. Please be advised that uploading an invalid or incomplete PO during registration will void your event entry.

Please note: the cutoff date for payment via purchase order is December 1st, regardless of quote date. Any registrations after December 1st will require payment via credit card. All outstanding estimates will expire on December 1st.

If you have any questions, reach out to us at finance@wgi.org.

Have a great day!
Winter Guard International, Inc.

PROCUREMENT & SCHOOL RESOURCES
EL PASO ISD
it starts with us

SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PROCUREMENT DOCUMENT – RETAIN WITH PURCHASE ORDER FILE

Before me, the undersigned official, on this day, personally appeared Emma Boyce, a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is Emma Boyce. I am over the age of 18, have never been convicted of a crime, and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm:
   Winter Guard International
3. The above-named company or firm is the sole source of the following items(s) or product(s):
   WGI Regional and World Championship events
4. Competition in providing the above-named item(s) or product(s) is precluded by the existence of a patent, copyright, secret process, or monopoly.
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. Are the goods or services identified to be available from a "sole source" available for purchase from other distributors?
   ☐ Yes ☒ No
   If yes, provide names of distributors: _____
7. I understand that providing false information on this form shall be grounds for debarment and discontinuation of any/all business with EPISD.

Emma Boyce
Signature

SUBSCRIBED AND SWORN to before me on this 15th day of September, 2026

Leanne Hopkins
NOTARY PUBLIC

Leanne Hopkins
PRINT NAME

2/25/28
MY COMMISSION EXPIRES

COMPANY: Winter Guard International
ADDRESS: 1994 Byers Rd.
CITY: Miamisburg
STATE: OH ZIP CODE: 45342
CONTACT NAME: Emma Boyce
WEB ADDRESS: wgi.org
EMAIL: office@wgi.org
FEDERAL TAX ID NUMBER: 31-1421760
TEXAS SALES TAX NUMBER: _____

Leanne Hopkins
Notary Public, State of Ohio
My Commission Expires 02/25/2028

September 8, 2026

To Whom It May Concern,

This letter is to confirm that Winter Guard International is the sole provider of official WGI events, including WGI Regional Events and WGI World Championships.

WGI Sport of the Arts is the world's premier organization producing winter guard, percussion, and wind ensemble competitions. As a non-profit youth organization, WGI serves as the leading governing body of indoor pageantry activities.

WGI is the exclusive organizer and administrator of its sanctioned competitive events, and registration for these events is available only directly through our online platform. Because these events and all related services are unique to WGI and cannot be obtained through other providers, competitive bids or comparable vendor quotes are not available.

This letter may be used as documentation in support of a sole source purchasing determination for WGI registration. Please contact the WGI Office at office@wgi.org if additional information is needed.

We appreciate your groups being a part of past WGI events, and look forward to seeing them in the 2027 season.

Warm regards,

Ron Nankervis
Chief Executive Officer

1994 BYERS ROAD
DAYTON, OH 45342
937.247.5919
WGI.ORG

EL PASO INDEPENDENT SCHOOL DISTRICT

MEETING DATE: OCTOBER 12, 2026

 E.
  SCHOOL LEADERSHIP ITEMS

Board of Trustees
Executive Summary of Board Agenda Item

TITLE:
Approval to Award Observation Feedback and Curriculum Coaching for Principals, RFP #27-017 (Administration Recommendation: PENDING) (Utilizing Budgeted Grant, Federal, and General Operating Funds)

JUSTIFICATION STATEMENT:
To partner with a TEA-approved technical assistance provider for instructional coaching and strategic adoption and implementation of high-quality instructional materials

PURPOSE OF AGENDA ITEM: Action

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Legal/Local Policy

STAFF RESPONSIBILE: Dr. Mark Ramirez, Chief of Schools; Michelle Casillas, Assistant Superintendent Schools; Haydee Pena, Assistant Superintendent Technology Operations Systems

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:
Strategic Lever II: Academic Excellence - El Paso ISD empowers all learners to excel in current and future pursuits.

SUMMARY:
The Request for Proposal (RFP) is one (1) of seven (7) approved purchasing methods allowed under Texas Education Code, Section 44.031. The specifications and scope of work for RFP #27-017, Observation Feedback and Curriculum Coaching for Principals, were created collaboratively between the Procurement & School Resources and School Leadership Departments to procure the goods and services from a Texas Education Agency (TEA) approved provider to obtain the required services.

The provider will deliver leadership coaching, professional development, and support services for District and campus leaders. Services include a customized dashboard to monitor progress, campus-based leadership coaching, and executive coaching for principal supervisors throughout the contract term. Coaching will focus on leadership growth and organizational effectiveness, with sessions conducted in person and the remainder delivered through mutually agreed-upon methods. Participants will have access to coaching resources, leadership tools, and program materials. The provider will furnish all personnel, materials, travel, lodging, transportation, and related resources necessary to provide these services, with all costs included in the contract price at no additional expense to the District.

The evaluation committee will consist of Ms. Ericka Oliva, Coordinator Whole Child Development; Ms. Monica Chavez, Coordinator School Improvement; and Mr. Phillip Hash, Staff Professional. Mr. Adrian I. Salazar, Assistant Director of Procurement, will act as facilitator and moderator of the evaluation process. The evaluation committee will meet on October 2, 2026, to review and score all responses received, and arrive at the final recommendation that would provide the best value for the District.

The evaluation process will be completed through the collaboration of the Procurement & School Resources and School Leadership Departments by October 6, 2026. The contract negotiations will then proceed with the recommended proposal beginning October 7, 2026, with the approved contract being finalized on or before October 13, 2026.

ADMINISTRATIVE RECOMMENDATION/MOTION:
It is recommended that the Board approve the award of RFP #27-017, Observation Feedback and Curriculum Coaching for Principals, to PENDING.

FUNDING SOURCE: Budgeted Grant, Federal and General Operating Funds **ACCOUNT NO.:**
429.21.6299.808.99.811.808; 211.21.6299.808.99.XXX.808; 199.XX.XXXX.XXX.XX.XXX.XXX

FISCAL IMPACT AND COST:
Pending

IMPACT ON OTHER FUCTIONS/OPERATIONS:

CONSEQUENCES OF NON-APPROVAL:
El Paso ISD will not be able to plan, design, and implement the Blue Bonnet Math (elementary and secondary) curriculum.

IMPLEMENTATION TIMELINE:

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:
Scope of Work

27-017

Observation Feedback and Curriculum Coaching for Principals

Issue Date: 9/10/2026
Questions Deadline: 9/18/2026 12:00 PM (MT)
Response Deadline: 10/2/2026 10:00 AM (MT)

Contact Information

Contact: Mr. Adrian I. Salazar, RTSBO, Assistant Director
Address: Procurement Services
4900 Woodrow Bean Dr.
El Paso, TX 79924
Phone: 1 (915) 230-3108
Email: aibarra@episd.org

Event Information

Number:	27-017
Title:	Observation Feedback and Curriculum Coaching for Principals
Type:	Request for Proposal
Issue Date:	9/10/2026
Question Deadline:	9/18/2026 12:00 PM (MT)
Response Deadline:	10/2/2026 10:00 AM (MT)
Notes:	The El Paso Independent School District is seeking proposals from qualified Texas Education Agency (TEA) approved organizations to provide leadership coaching, professional development, and support services for District and campus leaders, to include but not limited to a customized dashboard to monitor progress, campus-based leadership coaching, and executive coaching for principal supervisors throughout the contract term.

Ship To Information

Contact: EPISD Procurement & School Resources
Address: 4900 Woodrow Bean Dr.
El Paso, TX 79924
Phone: (915) 230-3100
Email: bids@episd.org

Billing Information

Contact: Accounts Payable
Address: PO Box 20100
El Paso, TX 79998
Phone: (915) 230-2136
Email: accountspayable@episd.org

Bid Activities

Non-Mandatory Pre-Proposal Informational Conference

9/16/2026 10:00:00 AM (MT)

A non-mandatory Pre-Proposal Informational Conference will be held at 10:00 AM (MT) at the following location and time:

DATE: Wednesday, September 16, 2026
TIME: 10:00 AM MT

LOCATION:
El Paso Independent School District
Procurement & School Resources
Portable Building
4900 Woodrow Bean Dr.
El Paso, TX 79924

This conference will also be available online through Microsoft Teams. The follow is the meeting information:

MEETING LINK: https://teams.microsoft.com/meet/21912345444762?p=pjN9kDhgi73Rs33o5h
MEETING ID: 219 123 454 447 62
PASSCODE: 2Pb6hs9g

Bid Attachments

EPISD Agreement - Goods and Services (DSA).pdf

View Online

(REVIEW - SAMPLE ONLY) Please review contract sample and state any Deviations on the appropriate form. You are not required to fill out this agreement at this time. (See Bid Attributes)

EPISD Vendor Packet (REV 09.01.2026).pdf View Online

(VENDOR INFORMATION) Review all documents included in the EPISD Vendor Packet. Complete and submit all required forms in the Vendor Information section of the Response Attachments area.

Required_Forms (1).pdf View Online

(REQUIRED FORMS) Complete and submit all included forms in the corresponding Response Attachments area.

CIP_Form_1295.pdf View Online

(CIP FORM 1295) Complete and submit this form in the corresponding Response Attachments area.

General_Terms_and_Conditions.pdf View Online

(REVIEW) Please review RFP General Terms and Conditions

Deviations_Form.pdf View Online

(DEVIATIONS) Complete and submit this form in the corresponding Response Attachments area only if you are identifying deviations to the sample vendor agreement or any of the general terms and conditions. (See Bid Attributes)

2024_W9_Form.pdf View Online

(IRS W-9 FORM) Please complete W9

Requested Attachments

RESPONDENT PROPOSAL

(Attachment required)

Please upload a complete proposal addressing all the items outlined in the scope of work for this solicitation. The proposal should be divided into the following sections:

1. Implementation Support Structure & Touch Points for Various Stakeholders
2. Internalization & Planning Support
3. Coaching & Observation Cycles
4. Benchmarks & Fidelity Monitoring
5. Growth Monitoring & Impact
6. Sustainability & Capacity Building
7. Detailed Itemized Cost Breakdown

Required Forms

(Attachment required)

Upload only the completed "Required Forms" documents here. Notarize forms where applicable.

EDGAR Certification

(Attachment required)

Upload only the completed "EDGAR Certification" documents here.

CIP Form 1295

Upload only the completed "CIP Form 1295" documents here. All sections of the form must be completed and signed.

Deviations

(If Applicable) Upload only the completed "Deviations Form" document here.

Vendor Information

(Attachment required)

Upload only the completed "Vendor Information" documents here.

IRS W-9 Form

(Attachment required)

Upload the completed IRS W-9 form here.

Certificate of Insurance

(Attachment required)

Please attach a copy of your certificate of insurance with the limits identified within the bid documentation.

Bid Attributes

1	**INTRODUCTION** The El Paso Independent School District is the pioneer of public education in the Paso del Norte region. With a history that spans more than 140 years, El Paso ISD is proud of our position as the springboard for generations of students to realize their dreams. We are committed to continuing to invest in innovation and to empowering and inspiring our students so they can thrive socially, emotionally, and academically. We are El Paso's district! Our organization's theory of action is anchored on our core values, mission, and vision. In partnership with our families and community, we seek to uphold the highest standards to provide inclusive and fair learning experiences that support the whole child. We accomplish this theory of action through whole child development, delivery of instructional excellence, fostering a transparent culture of excellence, and intentional equity designed to make EPISD a destination district. The El Paso Independent School District has approximately 48,000 students, 71 schools, and 8,000 employees.
2	**GENERAL INFORMATION - Background Information** This solicitation is being issued in accordance with the following procurement-related guidelines and regulations as required: • Texas Education Code, Section 44.031, Purchasing Contracts
3	**GENERAL INFORMATION - Solicitation Purpose** The El Paso Independent School District is seeking leadership coaching, professional development, and support services for District and campus leaders. Services include, but are not limited to, a customized dashboard to monitor progress, campus-based leadership coaching, and executive coaching for principal supervisors throughout the contract term. Coaching will focus on leadership growth and organizational effectiveness, with sessions conducted in person and the remainder delivered through mutually agreed-upon methods. Participants will have access to coaching resources, leadership tools, and program materials. The provider will furnish all personnel, materials, travel, lodging, transportation, and related resources necessary to provide these services, with all costs included in the contract price with no additional expense to the District. Prospective respondents must be approved by the Texas Education Agency (TEA) as a LIFT-approved provider.
4	**NOTICES - Public Disclosure Proposal Information** Potential offerors should be aware that once a proposal is opened, all information contained therein will be available to the public unless the information is excepted from disclosure under the Texas Government Code pertaining to Public Information. The exception that allows the District to protect that information, if released, would give an advantage to a competitor or bidder. However, the exception does not apply after the bidding is complete and the contract has been awarded. Trade Secrets, commercial or financial background data, and privileged or confidential information may be excepted from public inspection. If any information in your offer qualifies for an exception because it falls into one of the categories, it should be marked "CONFIDENTIAL," and the basis of your claim of confidentiality should be stated. Data so identified will be maintained as a protected record. Offerors who claim that information in a proposal should be protected from public disclosure after the contract award may be asked to support such a claim if the District receives a Public Information Act Request for the information and requests a determination by the Attorney General.

5 NOTICES - Cone of Silence / Anti-Lobbying Policy

The District's Cone of Silence/Anti-Lobbying Policy was adopted to ensure a fair and competitive proposing environment by preventing communication between District officials, employees, or representatives and parties involved in the proposing process that could create an unfair advantage to any party concerning the award of a District contract. This restriction extends to "thank you" letters, phone calls, emails, and any contact that results in the direct or indirect discussion of the solicitation and/or proposal submitted by the Vendor. This policy is intended to create a level playing field for all Vendors and ensure the integrity of the solicitation process. Any violation of this provision may disqualify the Vendor's response from consideration.

The Cone of Silence shall begin upon the development of the scope of work through the issuance of a request for information (RFI), request for qualification (RFQ), request for proposal (RFP), bid, or other competitive solicitation as defined in state law and shall officially end upon execution of an award by the Board and/or the execution of a negotiated contract, whichever represents the final act in the procurement process.

Regardless of the above time period, it shall not be acceptable for potential vendors to participate in discussions that determine the scope of work, strategic direction, technical specifications, or evaluation criteria of such projects.

The Cone of Silence shall apply to acquiring goods or services using the procurement methods identified in state law and renewal periods for contracts previously awarded by the Board of Trustees with renewal options.

Campaign contributions, gifts, donations, and any other items of value shall be prohibited between the parties defined above for any known contract under consideration during the cone of silence period.

The Cone of Silence/Anti-Lobbying Policy prohibits any communication or lobbying activities during the Cone of Silence period by any person, including but not limited to proposers, lobbyists or consultants of proposers, service providers, or potential vendors, and any of the following:

1. Any Board member, Superintendent, senior staff member, principal, department head, director, manager, or other District employee who influences the evaluation or selection process.
2. District Staff and Consultants, including any employee of the District, any person retained by the District as a Consultant on the project, or any person having participated in the development, design, or review of documents related to the project.
3. Members of the District's Evaluation Committee, whether District employees or outside experts appointed or selected by the District.

The Cone of Silence/Anti-Lobbying Policy does not apply to:

1. Communication with the District's Legal Services and Procurement Services staff. Such communications shall be limited to the purpose of obtaining clarification or information concerning the subject of solicitation or engaging in contract negotiations during any scheduled meeting.
2. Questions of process and procedure, including oral communications with the Executive Director of Procurement & School Resources or procurement staff assigned as the point of contact for the solicitation, provided the communications are strictly limited to matters of process or procedure already contained in the solicitation document. A minimum of ten days will be provided for questions during solicitation unless otherwise stated in the Solicitation Schedule of Events.
3. Pre-Proposal/Pre-Proposal Conferences, including oral communications at pre-proposal or pre-proposal conferences, oral presentations before selection committees, contract negotiations, and public presentations made to the District's Board of Trustees during a duly noticed public meeting.
4. Written communications to the Procurement staff member identified in the solicitation.
5. Conducting business on contracts previously executed and currently in force.

☐ Vendor will comply with the Cone of Silence Policy
(Required: Check if applicable)

6 NOTICES - Questions and Request for Clarification

If a Vendor doubts the meaning of any part of this solicitation, questions or requests for clarification may be submitted electronically via the District's E-Bid system. Verbal questions and explanations are not permitted. Interpretations, clarifications, and answers to questions shall be made only by written response to all Vendors via E-Bid message or other delivery form if prior arrangements are made. To meet the District's schedule, it is extremely important that requests for clarification or additional information be submitted in writing no later than the date identified within this solicitation. Questions submitted after this date may not elicit a response.

7 NOTICES - Schedule of Events

The following Schedule of Events represents the District's estimated timetable that will followed in connection with this solicitation:

EVENTS	DATE AND/OR TIME
Issuance of Solicitation	09.10.2026
Site Visits *(If Applicable)*	N/A
Non Mandatory Pre-Proposal Informational Conference *(Attendance Highly Recommended)*	09.16.2026 (10:00 AM MT)
Last Day for Proposers to Submit Written Questions *(Must submit through Ionwave)*	09.18.2026 (12:00 PM MT)
Answers to Questions Provided *(Posted through Ionwave)*	09.23.2026 (04:30 PM MT)
Deadline for Submission of Proposals	10.02.2026 (10:00 AM MT)
Evaluation of Proposals *(Approximate)*	October 2026
Interviews / Presentations *(If Applicable)*	TBD (if warranted)
Negotiations *(If Applicable)*	October 2026
Contract Award Date *(Approximate)*	October 2026

NOTE - The District reserves the right, at its sole discretion, to adjust this Schedule of Events as it deems necessary. If changes are necessary, the District will communicate any adjustments in the form of an addendum or other communication issued through the Ionwave platform.

8 NOTICES - Solicitation Term (Single Year)

The term of this solicitation will be for one (1) year that will take effect upon the completion of the award process as determined by the District.

9 NOTICES - Electronic Submittal

As permitted by law, Section 44.0313 of the Education Code, the District conducts non-construction solicitation transactions by electronic means (E-Bid System) to the extent possible. The E-Bid System is web-based, and the process requires vendor registration in order to use the system and provide an electronic response to this solicitation. The instructions for electronic filing can be accessed at:

https://www.episd.org/o/episd/page/new-e-bid-system-and-vendor-registration

If you need assistance with registering or accessing the information, you may contact the Procurement & School Resources Department at (915) 230-3100 for assistance.

Vendors are responsible for ensuring that their proposal has been properly submitted. Failure to comply with the requirements of this solicitation, including the specific form of the submission required, may be grounds for disqualification of the proposal as "non-responsive." All proposals shall be submitted through the Ionwave platform or, in hard copy, by hand delivery, mail, or overnight carrier. The District will not accept proposals via facsimile or email.

10 NOTICES - Hard Copy Pickup and Submission

If the Vendor does not have the means to submit a response electronically, the District will accept hard copy responses; however, the Vendor must register on the Ionwave platform in order to receive communications during the process. If the Vendor has no access to a computer system, the Vendor may contact the Procurement & School Resources Department at (915) 230-3100 for assistance in registering or obtaining responses from the system. Prospective Vendors may obtain a hard copy of this solicitation from the District's Procurement & School Resources Department, located at 4900 Woodrow Bean Dr., El Paso, Texas 79924, between the hours of 9:00 a.m. and 4:00 p.m. Please contact the Procurement & School Resources Department at (915) 230-3100 in advance of your visit to ensure that the hours have not changed and someone will be available to assist you.

Hard copy responses must be submitted prior to the stated submission deadline. Responses shall be mailed or hand delivered to the following address in a sealed envelope or package:

El Paso Independent School District
Procurement & School Resources Department
4900 Woodrow Bean Dr.
El Paso, TX 79924

The Vendor's name, return address, the solicitation name and number, and the opening date and time must be clearly marked on the submitted package. The Procurement & School Resources Department may open any unlabeled submittal to identify it properly. Vendors are required to identify their packages to protect the integrity of their proposals and to fully avail themselves of the evaluation and selection process. Hard copy responses may be modified, provided such modifications are sealed and received at the District's Procurement & School Resources Department prior to the stated solicitation submission deadline. Any proposal or modification received after the solicitation submission deadline shall not be accepted or considered.

11 NOTICES - Proposal Delivery Responsibility

Proposals received at the Procurement & School Resources Department after the specified date and time will not be accepted. Package delivery services such as FedEx, UPS, etc., deliver packages addressed to the Procurement & School Resources Department directly to the department. U.S. Postal Service deliveries, including Express Mail, are delivered directly to the department. The offeror accepts all responsibility for providing its proposal to the address stated in this solicitation within the specified time, or the proposal will be considered non-responsive and mailed back unopened. If the envelopes do not reflect a return address, they will be opened for the sole purpose of obtaining the return address.

12 NOTICES - Descriptive Literature

Descriptive literature, where applicable, containing the complete scope of services or other information sufficient for the District to determine compliance with the specifications must accompany each proposal. If a Vendor wishes to furnish additional information, more sheets may be added.

The District is not responsible for locating or securing any information not identified in the offer and is reasonably available. The District will not be responsible for locating or securing information not included in the offer. In conducting its assessment, the District may use data provided by the Vendor and data obtained from other sources. Still, while the District may elect to consider data obtained from other sources, the burden of providing thorough and complete information rests with the Vendor.

13 NOTICES - Proposal Documents, Supporting Literature, and Related Data

Related data, where applicable, will be made part of the proposal. All proposal documents, literature, and related data submitted as an offer become the property of the El Paso Independent School District.

14 NOTICES - Proposal Preparation Cost

This solicitation does not commit the El Paso Independent School District to pay any costs incurred in preparing and submitting the proposal or to contract for the services specified. This solicitation is not to be construed as a contract or a commitment of any kind, nor does it commit the District to pay for any costs incurred in the preparation of a formal presentation, or for any costs incurred prior to the execution of a formal contract.

15	**NOTICES - Contract Performance** The Vendor shall be responsible for the completion of all work set out in any potential contract and task orders. All work is subject to inspection, evaluation, and acceptance by the District. The El Paso Independent School District may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract terms and conditions.
16	**NOTICES - Notification of Proposal Award** All awards are made by the Board of Trustees or the Administration of the El Paso Independent School District in accordance with District policy. All agendas for meetings of the District's Board of Trustees are posted on the District's website and available to the public. Information may be accessed at: https://www.episd.org/page/board-meeting-agendasmaterials-new Additionally, notifications of awards are sent to both awarded and non-awarded respondents via the District's lonwave platform.
17	**NOTICES - Acceptance or Rejection of Proposals** The District reserves the right to accept or reject any or all proposals, to waive all minor technicalities and formalities, and to accept the proposal determined to be the most advantageous to the District. Additionally, the District may accept a proposal subject to an exception if, in its sole judgment, the proposal meets or exceeds the District's specifications. In evaluating responses, the District is not required to select the response based solely on the lowest pricing and will consider the criteria set out in the Texas Education Code, Section 44.031(b), and any other factors specifically set out in this solicitation.
18	**NOTICES - Solicitation Protest Procedures** A protest may be submitted in writing during the solicitation process when the aggrieved vendor knows or should have known the factors giving rise to a protest or within five (5) business days after the bid due date. A written formal protest must contain a minimum of the following: • The solicitation number and title of the solicitation. • Specific identification of the statutory or regulatory provision(s) that the procurement staff member or department allegedly violated. • A specific description of each act alleged to have violated the statutory or regulatory provision(s) identified above. • A statement of the relevant facts that includes timelines and involved parties. • Identify the issues that need to be resolved to support the protest. • Protest should be emailed to the procurement staff member responsible for the bid, with the subject line stating "Dispute/Protest and Bid/CSP/RFP name and number." The Executive Director of the Procurement & School Resources Department shall: • Contact the involved department and inform them of the vendor protest. • Gather information and prepare documentation for the Chief Financial Officer, outlining the solicitation, evaluation, and award of the solicitation. • Inform the involved department on the vendor protest's progress and/or outcome. The Procurement & School Resources Department shall promptly issue a written decision if the protest is not resolved by mutual agreement. The decision shall consist of the following: • The reasons for the action taken will be determined and sent to the aggrieved vendor. • A copy of the decision shall be immediately forwarded to the vendor and any other party intervening. • All decisions will be based on "best value" for the District. • A decision shall be final and conclusive. • All vendor protest documentation shall be filed with Procurement & School Resources in the respective bid file.

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NOTICES - Price Adjustments

If adjustments are otherwise allowed by the contract, adjustments may not exceed 25% of the total price awarded throughout the duration of the contract. Requests from vendor for Economic Adjustments must be submitted on company letterhead no less than 60 (sixty) days prior to request for adjustment to take effect, original signature in blue ink, reason for request and include letter from manufacturer indicating the adjustment. Adjustments will be verified by an appropriate Producer Price Index (PPI) and/or Consumer Price Index (CPI) published by the U.S. Department of Labor, Bureau of Labor Statistics, and adjustments will be calculated based on the latest six (6) months of data available in the month preceding the effective date of the price adjustments. All adjustments are subject to District approval.

All requests for price adjustments must be sent to:

El Paso Independent School District
Procurement and School Resources
Attn: Director
(RFP #27-017) OBSERVATION FEEDBACK AND CURRICULUM COACHING FOR PRINCIPALS
4900 Woodrow Bean Dr.
El Paso, TX 79924

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NOTICES - Additional Goods and/or Services

During the Term of a Contract awarded under this solicitation, additional goods/services not included in the original solicitation list and resulting awarded contract may become necessary and benefit El Paso ISD. Vendor and El Paso ISD agree that the aggregate value of added purchases during each year of the Contract (if renewed) shall not exceed 25% (10% for federally funded purchases) of the estimated total value of the Contract. The total value of the Contract must be agreed upon, and the dollar value listed in the Contract and each renewal term of the Contract (if any). For purposes of this section, the total value of the Contract includes all contracts awarded because of the procurement solicitation to all vendors. For the initial Term of a Contract awarded under this solicitation, Vendor and El Paso ISD agree that the total value of the Contract shall be as stated on the award. Additions of new products may be included in the awarded Contract list during the renewal of the Contract through an amendment to the Contract, and the total Contract value adjusted accordingly. For each renewal term of the Contract, the total actual value of the Contract in the preceding year and the additional new product(s) made during that Term will be the basis for determining the maximum dollar amount (not to exceed 25%) of the additional new product(s) that will be allowed during the next Contract renewal term. Material change means a modification that exceeds and/or alters the terms of the original contract between EPISD and the Vendor, exceeding 25% of the contract value.

21

SCOPE OF WORK - Background Information

The School Leadership Division of the El Paso Independent School District supports student success by partnering with campus leaders to strengthen teaching, learning, and organizational effectiveness. The division serves as the primary connection between campuses and Central Office, coordinating support, building leadership capacity, and removing barriers to ensure District priorities are implemented consistently while expanding educational opportunities and improving outcomes for students, staff, and families. Through collaboration and leadership development, the School Leadership Division helps create safe, engaging learning environments. The School Leadership Division consists of a Chief of Schools, Assistant Superintendent of Schools, five Senior Directors, and supporting staff.

☐ Read and Understood
(Required: Check if applicable)

22 SCOPE OF WORK - Objectives

The overall objectives of the services obtained through this solicitation align with the School Leadership Division's goal of addressing the following factors:

1. Increasing student outcomes in Mathematics
2. Successful implementation of the Blue Bonnet curriculum
3. Increasing administrators' instructional leadership capacity
4. Supporting implementation of systematic leadership practices

The selected organization should be able to provide the following:

1. Instructional Leadership Dashboard Design & Development — Customized dashboard design and development to support progress monitoring, key performance indicators, implementation tracking, and leadership decision-making.
2. Dashboard Training & Implementation Support — Training and ongoing implementation support for District and campus leaders to effectively utilize dashboards, interpret data, monitor progress, and inform instructional leadership practices.
3. Systematic Instructional Leadership Design & Implementation Support — Development and implementation of systematic instructional leadership structures, processes, and monitoring routines to strengthen leadership capacity and continuous instructional improvement.

Prospective respondents must be approved by the Texas Education Agency (TEA) as a LIFT-approved provider.

☐ Read and Understood
(Required: Check if applicable)

23 SCOPE OF WORK - General Requirements

The provider will deliver leadership coaching, professional development, and support services for district and campus leaders. Services include a customized dashboard to monitor progress, campus-based leadership coaching, and executive coaching for principal supervisors throughout the contract term. Coaching will focus on leadership growth and organizational effectiveness, with sessions conducted in person and the remainder delivered through mutually agreed-upon methods. Participants will have access to coaching resources, leadership tools, and program materials. The provider will furnish all personnel, materials, travel, lodging, transportation, and related resources necessary to provide these services, with all costs included in the contract price, with no additional expense to the District.

The services to be provided by a successful respondent include, but are not limited to:

1. Instructional Leadership Dashboard Design & Development and Training
2. Support in adopting and implementing High Quality Instructional Material (HQIM), including technical assistance for planning and training teachers
3. Instructional leadership development coaching, feedback cycles, and schoolwide routines aligned to Research-Based Instructional Strategies (RBIS)
4. Capacity-building for sustainable systems-level change, including performance management systems, and District-level instructional frameworks

Prospective respondents must be approved by the Texas Education Agency (TEA) as a LIFT-approved provider.

☐ Read and Understood
(Required: Check if applicable)

24 PROPOSAL INFORMATION - Name of Company Contact

Please list the name of the contact person that the District may call regarding this bid. The contact person will be the liaison between the District and your organization. This should be the person who will answer questions regarding the bid submittal and questions about purchases and purchase orders.

(Required: Maximum 1000 characters allowed)

25 **PROPOSAL INFORMATION - Company Contact Email**

Please list the email address of the company contact person that the District would be emailing regarding this bid and to whom questions about purchases and purchase orders should be addressed.

(Required: Email address)

26 **PROPOSAL INFORMATION - Principal Place of Business**

Pursuant to the Texas Government Code, Chapter 2252, Subchapter A, it is necessary for the District to determine the residency of its vendors. In part, this law reads as follows:

- Section 2252.001: 'Nonresident bidder' refers to a person who is not a resident. 'Resident bidder' refers to a person whose principal place of business is in this state, including a vendor whose ultimate parent company or majority owner has their principal place of business in this state.
- Section 2252.002: A governmental entity may not award a governmental contract to a 'nonresident bidder' unless the nonresident underbids the lowest bid submitted by a responsible 'resident bidder' by an amount that is not less than the amount by which a 'resident bidder' would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

Please indicate your principal place of business (State).

☐ Alabama ☐ Alaska ☐ Arizona ☐ Arkansas ☐ California ☐ Colorado ☐ Connecticut
☐ Delaware ☐ Florida ☐ Georgia ☐ Hawaii ☐ Idaho ☐ Illinois ☐ Indiana ☐ Iowa ☐ Kansas
☐ Kentucky ☐ Louisiana ☐ Maine ☐ Maryland ☐ Massachusetts ☐ Michigan ☐ Minnesota
☐ Mississippi ☐ Missouri ☐ Montana ☐ Nebraska ☐ Nevada ☐ New Hampshire ☐ New Jersey
☐ New Mexico ☐ New York ☐ North Carolina ☐ North Dakota ☐ Ohio ☐ Oklahoma ☐ Oregon
☐ Pennsylvania ☐ Rhode Island ☐ South Carolina ☐ South Dakota ☐ Tennessee ☐ Texas
☐ Utah ☐ Vermont ☐ Virginia ☐ Washington ☐ Washington, D.C. ☐ West Virginia ☐ Wisconsin
☐ Wyoming ☐ Other

(Required: Check only one)

27 **PROPOSAL INFORMATION - Authorized Signatory**

Please provide the NAME and TITLE of the company representative identified as an authorized signatory for any potential contract documents associated with this solicitation.

(Required: Maximum 1000 characters allowed)

28 **PROPOSAL INFORMATION - References**

Provide information regarding three (3) school district clients, other than the El Paso ISD, to whom you have provided similar goods or services to the ones requested in this solicitation or with whom you have worked on projects of similar size and scope to the one for which services are requested in this solicitation. It is preferred that the references are from school districts similar in size to the El Paso ISD. El Paso ISD has an approximate student enrollment of 48,000 students.

For each reference, provide the following information:

1. Reference Name
2. Entity Name and Address
3. Telephone Number
4. Email Address

References may be contacted regarding the quality of your service and your qualifications. Please ensure that the reference point of contact is responsive. The District will attempt to obtain information from your identified references for a period of five (5) business days after the solication has been unsealed. If no response is received from those identified references, they will be deemed non-responsive. Points will be deducted for non-responsive references.

(Required: Maximum 4000 characters allowed)

29 **EVALUATION - Criteria and Factors**

The District reserves the right to award the Vendor offering the best value, and not necessarily to the Vendor proposing the lowest price, and reserves the right to accept or reject any or all Proposals and waive any formalities. It is not the policy of the District to purchase on the basis of lowest price proposals alone. In evaluating proposals submitted, the District will consider the criteria set out in the Texas Education Code, Section 44.031(b), including the following:

EVALUATION CRITERION	MAXIMUM POINTS
1. Purchase Price	36
2. Reputation	09
3. Quality	25
4. Meeting the District's Needs	30
Total Points Available	**100**

CRITERION DESCRIPTION

1. PURCHASE PRICE (36 POINTS)
Includes all costs associated with obtaining the goods and/or services associated with this solicitation. Proposals will be evaluated, and points will be distributed according. The following should be calculated and itemized on the respondent's cost proposal:

- In person delivery of leadership coaching, professional development, and support services for District and campus leaders
- Customized dashboard to monitor progress
- Campus-based leadership coaching
- Executive coaching for principal supervisors
- Coaching resources, leadership tools, and program materials
- Travel, lodging, and related expenditures necessary to provide services (consistent with current General Services Administration guidelines)

2. REPUTATION (09 POINTS)

Includes the reputation of the Vendor and the goods and/or services included in their proposal. For the scope of work included within this solicitation, the following will be evaluated, and points will be distributed accordingly:

- References obtained by respondents in relation to the quality of work provided to said references in previous projects of similar scope and size.

3. QUALITY (25 POINTS)
Includes an evaluation of the quality of the goods and/or services proposed by the vendor related to the scope of work of the solicitation. The following will be evaluated, and points will be distributed accordingly. The respondent's proposal should include sections describing each of the following in detail:

- Implementation Support Structure & Touch Points for Various Stakeholders
- Internalization & Planning Support
- Coaching & Observation Cycles
- Benchmarks & Fidelity Monitoring
- Growth Monitoring & Impact
- Sustainability & Capacity Building

4. MEETING THE DISTRICT'S NEEDS (30 POINTS)
Includes an evaluation of the extent to which the goods and/or services being proposed by the vendor related to the scope of work of the solicitation meet the District's needs. The following will be evaluated, and points will be distributed accordingly. The respondent's proposal should include sections describing each of the following in detail:

- Implementation Support Structure & Touch Points for Various Stakeholders
- Internalization & Planning Support
- Coaching & Observation Cycles
- Benchmarks & Fidelity Monitoring
- Growth Monitoring & Impact
- Sustainability & Capacity Building

☐ Read and Understood
(Required: Check if applicable)

30 **EVALUATION - Process and Award Determination**

All proposals are subject to the terms and conditions of this solicitation. Material exceptions to the terms and conditions, or failure to meet the District's minimum specifications, shall render the proposal non-responsive to the solicitation.

Any award made under this solicitation shall be made to the vendor who provides goods or services, other than professional services as defined by Section 2254.002 of the Texas Government Code, that are determined to be the most advantageous to the District and that otherwise provides the best value to the District. Factors to be considered in determining the proposal most advantageous to the District are included below, and are described within the evaluation criteria described on this solicitation.

As part of the requirement to establish the responsibility of the vendors, the District may perform a price analysis to determine the reasonableness of the price(s) at which the goods and/or services are offered. Prices that are significantly lower than the mean of all offers and that appear to be unreasonably low may be determined to be evidence of non-responsibility and cause the proposal to be rejected.

- An Evaluation Committee shall be established to evaluate proposals based solely on the Evaluation Criteria set forth within this solicitation. Factors not specified in the solicitation will not be considered. The District reserves the right to waive any minor irregularities or technicalities in the proposals received. Proposals will be evaluated individually against the requirements stated in the solicitation.
- Minor problems of completeness or compliance may be brought to the attention of the vendor for clarification. Substantial deviations from specifications or other requirements of this solicitation will disqualify the proposal.
- Cost will not be the only consideration in the selection of short-listed proposals. A detailed evaluation of proposals will determine the most favorable combination of various elements for this solicitation. The selection of the awarded proposal will be based on what the evaluators believe to be most advantageous to the District.
- During the evaluation process, the District reserves the right, where it may serve in the District's best interest,

to request additional information or clarifications from the vendor or to allow corrections of errors or omissions.

- The Procurement & School Resources Department will arrange the presentation/interview process, if deemed necessary, for discussion and/or clarification. Points may be deducted or added to the vendor's preliminary score as necessary by the Evaluation Committee.
- The District may request the vendors in the competitive range ("short list" finalists) to provide an onsite demonstration of their solution at a location that resembles the scope and size of the requirements laid out within this solicitation. Vendors will be asked to provide possible site locations for these onsite demonstrations. All planning associated with the logistics of these onsite demonstrations and any costs incurred will be borne entirely by the vendor. The District will be responsible only for travel-related costs for their staff attending the agreed-upon sites.
- The District reserves the right to negotiate the final scope of services, price, schedule, and any and all aspects of this solicitation with all vendors in the competitive range ("short list" finalists). Once negotiations are complete, the District shall establish a common date and time for submitting the Best and Final Offers. If a vendor does not submit a notice of withdrawal of its offer or a Best and Final Offer, the vendor's immediate previous offer shall be construed as its best and final offer.
- The best and final offers shall be evaluated in essentially the same manner as the initial offers. The contract shall be awarded to the responsible vendor whose qualifications, price, and other factors are the most advantageous to the District.
- The District reserves the right to award this contract to one vendor, to make multiple awards, and to award without discussions. The District may reject any or all offers if such action is in the District's interest, award a contract other than to the lowest respondent, waive informalities and minor irregularities in offers received, and award all or part of the requirements stated.
- Proposals that are considered non-responsive will not receive consideration. The District reserves the right to reconsider any proposal submitted during the evaluation process. It also reserves the right to meet with any vendor at any time to gather additional information. Furthermore, the District reserves the right to delete, add, or modify any aspect of this procurement through competitive negotiations until the final contract signing.
- The awarded vendor's proposal may be incorporated in whole or part into the final contract. Any false or misleading statements in the proposal will be grounds for disqualification or contract termination. Submission of a proposal indicates acceptance by the vendor of the conditions in this solicitation unless clearly and specifically noted in the proposal and confirmed in the contract between the District and the awarded vendor.

☐ Read and Understood
(Required: Check if applicable)

31 FINANCIALS - Responsibility Determination

The responsibility determination includes consideration of a vendor's integrity, compliance with public policy, past performance with the District (if any), financial capacity, and eligibility to perform government work (e.g., debarments/suspension from any Federal, State, or local government). The District reserves the right to perform whatever research it deems appropriate to assess the merits of any vendor's proposal.

Provide a current financial statement for your company (or individually if you are a sole proprietor) and end-of-year financial statements for the past two (2) years. Such statements are preferred to be audited; however, if audited financials are unavailable, please submit statements prepared by a third-party preparer.

Financial Statements

Please provide financial statements for your organization for at least the last two (2) fiscal years as follows:

If a **publicly** held organization:

1. Consolidated financial statements submitted to the Securities and Exchange Commission (SEC) on Form 10K.
2. The most recent Form 100 since the last Form 10K was submitted.
3. Any Form 8K's in your last fiscal year.

If a **privately** held organization:

1. Balance sheet for your last two fiscal years certified by an independent Certified Public Accountant.
2. Statement of income of your last two fiscal years certified by an independent Certified Public Accountant.
3. Management discussion and analysis of your organization's financial condition for the last two years indicating any changes in your financial position since the certified statements were prepared.
4. If not considered proprietary, please provide any recent Management Letters.

Evidence of Financial Responsibility

Submit evidence of financial responsibility. This may be a credit rating from a qualified firm preparing a credit rating or a bank reference. The District reserves the right to confirm and request clarification of all financial information provided (including requesting audited financial statements certified by an independent Certified Public Accountant) or to request documentation of the vendor's ability to comply with all of the requirements in the Proposal Documents. Incomplete disclosures may result in a proposal being deemed non-responsive.

Note: Dun & Bradstreet has the capability to obtain information on past performance on specific contractors. Accordingly, the District may require vendors to provide a copy of a recent past performance report prepared by Dun & Bradstreet. The Past Performance Evaluation Report provided to the vendor by Dun & Bradstreet shall be submitted no later than 14 calendar days after request by the District. The vendor shall be responsible for the cost of Dun & Bradstreet's report preparation.

☐ Attached in "Response Attachments" ☐ Not Attached - Explanation in "Response Attachments"
(Required: Check only one)

32 CERTIFICATIONS - Insurance

Vendor represents that it can provide the insurance coverage set out in the attachment "Insurance Limits" of this solicitation and will provide evidence of such coverage to the District at the time a contract for goods and/or services is executed. Please indicate below if the vendor complies.

☐ Vendor COMPLIES with Certification ☐ Vendor Does NOT COMPLY with Certification
(Required: Check only one)

33 **CERTIFICATIONS - Deviations / Exceptions to Terms and Conditions**

If identified as an awarded Vendor on this solicitation, you may be required to complete and sign the El Paso Independent School District Vendor Agreement (if applicable). At this time, the EPISD only needs to know that you agree with the terms provided in the agreement provided in the "Attachments" tab. Vendors **do not** need to complete the contract until an award has been made. If you do not agree with the terms on the District's Vendor Agreement, please state so in the Deviations section included in this solicitation.

Complete and submit any deviations/exceptions to the general terms and conditions of the contract attached to the solicitation in the "Attachments" tab. Include an explanation for the requested change(s) in your response. Your response should be submitted on the attached form, which contains Attachment Deviations/Exceptions to Pricing Conditions, Terms and Conditions, and Contracts. Attach additional sheets as necessary. By execution of its proposal, the Vendor agrees to the general terms and conditions of the contract and the form of contract set out in the "Attachments" tab as General Terms and Conditions of the Contract, respectively, to the extent they apply to the provision of Goods or Services (or both) in connection with this solicitation.

NOTE: Failure to provide comments or requested changes will indicate your acceptance of the required contract provisions, and no further negotiations regarding the provisions will be permitted. The final contract shall be subjectto review and approval by the District's Legal Counsel.

☐ AGREE to the Terms and Conditions ☐ Do NOT AGREE, Deviations Form Attached

(Required: Check only one)

34 **CERTIFICATIONS - Conflict of Interest**

As part of the proposal submission, it is required that the Vendor comply with certification that they will disclose any conflicts of interest related to any individual associated with the District. Local Government Code, Section 176.003 (a)(2)(A)states that a local government officer shall file a conflicts disclosure statement with respect to a Vendor if the Vendor:

- has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that:
  - a contract between the local governmental entity and vendor has been executed; or
  - the local governmental entity is considering entering into a contract with the vendor.

Any sort of familial relationship must also be disclosed. Vendors are also required to certify that they do not have a "family relationship" with any individual associated with the District. "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

As a means of additional clarification, Opinion No. GA-0446 from the Office of the Texas Attorney General defines the following terms:

- Business Relationship - a connection between two or more parties based on a commercial activity of one of the parties.
- Affiliation - an association between two or more parties outside a business relationship.

Please indicate if you can comply with the certification that you will disclose if any member of your organization has a Conflict of Interest with any member of the District. This would include, but is not limited to, any sitting member of the Board of Trustees and any employed staff member of the El Paso Independent School District.

☐ Vendor COMPLIES with Certification ☐ Vendor Does NOT COMPLY with Certification

(Required: Check only one)

35	**CERTIFICATIONS - Interlocal Cooperation Agreement** The District is permitted, under the provisions of Texas Government Code Chapter 791 and Texas Education Code Section 44.031(a)(4), to allow other local government entities ("LGEs") to utilize the pricing proposed by the successful Vendor to purchase the same goods or services; a process sometimes referred to as "piggy-backing," to satisfy the LGE's procurement requirements and streamline the purchasing process. Upon request of another LGE, the District intends to extend the final pricing terms offered by the Vendor to that that LGE as permitted by statute. By extending the solicited pricing to another LGE, the District is acting solely to streamline the procurement process for the LGE and its compliance with Texas competitive bidding requirements. The District assumes no other responsibility for the transaction, the Vendor, or the purchasing compliance of the LGE. The District shall not be responsible for any costs, damages, etc., incurred by either the Vendor or the LGE related to any purchase, failure to purchase by the other LGE, or disputes between the parties. The Vendor must deal directly with the purchasing LGE concerning the placement of orders, issuance of purchase orders, insurance certificates, contractual requirements, disputes, if any, invoicing and payment, or any other terms and conditions that the purchasing LGE may require. The actual utilization of the terms of this procurement by the purchasing LGE is at the sole discretion of the purchasing LGE. ☐ Read and AGREE ☐ Read but Do NOT AGREE *(Required: Check only one)*

36 **CERTIFICATION - Disclosure of Interested Parties (Form 1295)**

Texas Government Code, Section 2252.908 requires the disclosure of interested parties by a vendor, using the form and procedure established by the Texas Ethics Commission, at the same time it submits the signed contract if the contract award requires action or a vote by the Board of Trustees or the value of the contract awarded as a result of the solicitation is at least one million dollars ($1,000,000.00). The form requires disclosure of any "interested party" to the contract of which the contracting Vendor is aware and executed by an authorized agent of the contracting Vendor. A copy of Form 1295 and further information about the required process are attached as an attachment in the District's Required Forms. The Vendor agrees that upon contract award and notification by the District of the applicability of this requirement, it will timely comply with the filing requirements set forth by the Commission and required by Section 2252.908 of the Texas Government Code.

The Certificate of Interested Parties (Form 1295) must be filled out electronically through the Texas Ethics Commission's online filing application, printed out, signed, and submitted with the response to this solicitation. Below is the link to access the online application:

https://www.ethics.state.tx.us/fililnginfo/1295/index.php#efa_collapse1

Effective January 1, 2018, the State of Texas established an exemption to file the Form 1295. This form is not required if your company is a publicly traded business entity, including a wholly owned subsidiary of the business entity. Please select which applies to your company. Please note if your company is exempt from filing Form 1295, and provide your ticker/stock symbol for verification in the next attribute.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need to notarize a completed Form 1295. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

The amended law adds to the types of contracts exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- A sponsored research contract of an institution of higher education.
- An interagency contract of a state agency or an institution of higher education.
- A contract related to health and human services if:
    1. the value of the contract cannot be determined when the contract is executed, and
    2. any qualified vendor is eligible for the contract.
- A contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity.
- A contract with an electric utility, as that term is defined by Section 31.002, Utilities Code.
- A contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.

The newly exempt contract types are marked with an asterisk.

If claiming exemption from filing Form 1295 because the business entity is publicly traded, please provide your company's ticker/stock symbol.

☐ Form 1295 ATTACHED ☐ NO - Publicly Traded Entity ☐ NO - Other Allowed Exemption

(Required: Check only one)

37 **CERTIFICATION - Disclosure of Interested Parties (Form 1295) Exemption**

If claiming exemption from filing Form 1295, please specify the reason below. If the Vendor is identified as a publicly traded entity, please provide the company ticker/stock symbol.

(Optional: Maximum 1000 characters allowed)

38	**CERTIFICATION - Criminal History Record Information (CHRI)** Texas Education Code Chapter 22 requires entities that contract with school districts to obtain Criminal History Record Information (CHRI) on covered employees. Covered employees with disqualifying criminal histories are prohibited from serving in a school district. The Vendor will be required to certify to the District that it has complied and will be required to obtain similar information from its employees, subcontractors of every tier, and independent contractors to the extent they are, or employ, covered employees. “Covered employees” are defined as all employees of a vendor or its subcontractors of any tier and individuals who are independent contractors who have or will have continuing duties related to the service to be performed at the District and have, or will have, direct contact with students. The District will be the final arbiter of what constitutes continuing duties and direct contact with students. A “disqualifying criminal history” includes the existence of one of the following offenses in the CHRI Report if at the time of the offense, the victim was under 18 or enrolled in a public school: 1. a felony offense under Title 5, Texas Penal Code; 2. an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or 3. an equivalent offense to (1) or (2) under federal law or the laws of another state. A copy of the criminal background certification form is attached in the "Attachments" tab. The Vendor shall certify its agreement that before the commencement of performance under the awarded contract, it will timely obtain CHRI on covered employees, at its sole expense, by initialing the certification in the vendor questionnaire. The Vendor agrees that before the commencement of performance under the awarded contract, it will timely obtain CHRI on covered employees, at its sole expense, and provide the certifications set out in the Criminal Background Certification form included in the "Attachments" tab. For information about the District's CHRI process, please visit https://www.episd.org/o/episd/page/background-check-process. ***Note: Criminal background certification is not required to be executed as part of your Proposal – only agreement to comply is required.*** ☐ Vendor COMPLIES with Certification ☐ Vendor Does NOT COMPLY with Certification *(Required: Check only one)*

39 **CERTIFICATION - Fingerprinting for Contractors and Subcontractors**

The criminal background check requirements for contractors and subcontractors who work at public schools were amended in June 2021. A contractor that provides services to a school district must be fingerprinted before beginning work if the contractor:

1. will have continuing duties related to the contracted services, and
2. will have the opportunity for direct contact with students.

The requirement does not apply to a contractor that performs construction, alteration, or repair of an instructional facility if the contractor uses separate sanitary facilities, installs a barrier fence, and has a policy that employees may not interact with students or enter areas used by students.

School districts lost access to the criminal history records of individuals who were previously fingerprinted by contractors. If our school district needs to review the criminal history of these individuals, we will need to fingerprint the individuals again.
Who is classified as a contractor that needs to be fingerprinted?

An individual who:

1. Is employed or offered employment by a service contractor or a subcontractor of a service contractor, is an individual independent contractor of the school entity, or is an individual subcontractor of a service contractor;
2. Has or will have continuing duties related to the contracted services
3. Has or will have direct contact with students; and
4. Is not a student at the school entity for which the services are performed.

*If this requirement does not apply, please explain and attach in the attachment section of this solicitation.

☐ APPLIES - Contractor Fingerprints Needed ☐ NOT APPLICABLE
(Required: Check only one)

40 **CERTIFICATIONS - Education Department General Administrative Regulations**

For all purchases made using federal funds, the District must comply with the federal regulations related to purchasing goods and services [2 CFR 200.317-200.326] effective July 1, 2018. When the District seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply to the procurement and those under state law. This solicitation includes the procurement standards of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “Uniform Guidance” or new “EDGAR”). The District requires all Vendors to complete and execute the EDGAR Certification Form attached hereto as Attachment "EDGAR Certifications" certifying the Vendor’s willingness and ability to comply with EDGAR requirements, as the source of funding may not be known at the time of this solicitation.

Note: Not complying or submitting the EDGAR Certifications Form may result in the proposal being deemed non-responsive if federal funding will be used for this solicitation.

☐ Will Comply - EDGAR Certification Form Attached ☐ Cannot Comply - Explanation Attached
(Required: Check only one)

41 **CERTIFICATIONS - Code of Federal Regulations (CFR) Section 200.321**

The Code of Federal Regulations Section 200.321 states, "When possible, the recipient or subrecipient [non-federal entity] should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered as set forth below."

1. These business types are included on solicitation lists.
2. These business types are solicited whenever they are deemed eligible as potential sources.
3. Dividing procurement transactions into separate procurements to permit maximum participation by these business types.
4. Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types.
5. Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6. Requiring a contractor under a Federal award to apply this section to subcontracts.

Please identify if any of the following certifications apply to your organization. Upload a copy of Minority/Women Business Enterprise (MWBE) and/or Historically Underutilized Businesses (HUB) certification letter and the percentage of your business with MWBE and/or HUB suppliers, if applicable, under "MWBE and/or HUB Certification Letter" in the Response Attachments of your proposal response.

☐ Small Business

☐ Minority Business

☐ Women's Business Enterprise

☐ Veteran-Owned Business

☐ Labor Surplus Area Firm

☐ None of the Above

(Required: Check all that apply)

42 **CERTIFICATIONS - Restriction on Diversity, Equity, and Inclusion**

Except as required by state and federal law, Vendor represents, covenants, and warrants to the District that, as a contractor to the District within the meaning of Section 11.005 of the Texas Education Code, Vendor will not engage in diversity, equity, and inclusion duties at, for, or on behalf of the District. Vendor acknowledges that Vendor has received a physical and electronic copy of the policy and procedure described in Section 11.005(c) of the Texas Education Code.

☐ Vendor COMPLIES with Certification ☐ Vendor Does NOT COMPLY with Certification

(Required: Check only one)

43 **CERTIFICATIONS - Texas Education Code, Chapter 22A**

Vendor represents, covenants, and warrants to District that, as a service provider to District within the meaning of Section 22A.001 of the Texas Education Code, no individual employed by or working for Vendor or any subcontractor of Vendor, who is expected to provide any services under this Contract at facilities of District, has ever been involved in any of the matters described in Section 22A.055(a)(1)-(5) of the Texas Education Code except as disclosed to District prior to execution of this Contract by a document entitled “Section 22A.055 Disclosure” or in the affidavit described in the next sentence. Vendor has executed and delivered to District a pre-service affidavit as described in Section 22A.055(a) of the Texas Education Code as well as consents for release of employment records by any individual employed by or working for Vendor who is expected to provide any services under the Contract at facilities of District.

☐ Vendor COMPLIES with Certification ☐ Vendor Does NOT COMPLY with Certification

(Required: Check only one)

44 CERTIFICATIONS - Firearms Certification

Pursuant to Texas Government Code Chapter 2274, if this Contract is valued at $100,000 or more and if the Vendor has at least ten (10) full time employees, then the Vendor represents, warrants and covenants to the District that the Vendor:

1. does not have any practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
2. will not discriminate against a firearm entity or firearm trade association during the term of this Contract.

For purposes of this provision, the terms “firearm entity”, “firearm trade association” and “discriminate against a firearm entity or a firearm trade association” shall have the same meaning as set forth in Government Code Section 2274.001 et. seq. Vendor means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. Vendor does not include a sole proprietorship.

☐ Vendor COMPLIES with Certification ☐ Vendor Does NOT COMPLY with Certification
(Required: Check only one)

45 CERTIFICATIONS - Israel Certification

Pursuant to Texas Government Code Chapter 2271, if this Contract is valued at $100,000 or more and if the Vendor has at least ten (10) full time employees, then the Vendor represents and warrants to the District that the Vendor does not boycott Israel and will not boycott Israel during the term of this Contract. Vendor means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. Vendor does not include a sole proprietorship.

☐ Vendor COMPLIES with Certification ☐ Vendor Does NOT COMPLY with Certification
(Required: Check only one)

46 CERTIFICATIONS - Energy Company Certification

Pursuant to Texas Government Chapter 2274, if this Contract is valued at $100,000 or more and if the Vendor has at least ten (10) full-time employees, then the Vendor represents, warrants, and covenants to the District that the Vendor, within the meaning of Texas Government Code Section 809.001:

1. does not boycott energy companies; and
2. will not boycott energy companies during the term of this Contract

☐ Vendor COMPLIES with Certification ☐ Vendor Does NOT COMPLY with Certification
(Required: Check only one)

47 **CERTIFICATIONS - Terrorist Organizations Certification**

Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Pursuant to Sec.2252.152. CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.

Pursuant to Sec. 2252.153. LISTED COMPANIES. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

Pursuant to Sec. 2252.154. EXCEPTION. Notwithstanding any other law, a company that the United States government affirmatively declares to be excluded from its federal sanction's regime relating to Sudan, its federal sanction's regime relating to Iran, or any federal sanction's regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter.

☐ Vendor COMPLIES with Certification ☐ Vendor Does NOT COMPLY with Certification

(Required: Check only one)

48 **CERTIFICATIONS - Foreign-Owned Companies Certification**

The District is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to the Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the District for product warranty and support. Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is:

1. owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country;
2. a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or
3. headquartered in China, Iran, North Korea, Russia, or a designated country.

For purposes of this Agreement, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." See Texas Government Code, Section 2275.0101(2) of SB 1226 (87th leg.). Vendor verifies and certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

☐ Vendor COMPLIES with Certification ☐ Vendor Does NOT COMPLY with Certification

(Required: Check only one)

49 **CERTIFICATIONS - Abortion Providers Certification**

Pursuant to Texas Government Code Chapter 2273, the District is prohibited from contracting with any abortion provider or an affiliate of an abortion provider whereby the provider or affiliate received something of value derived from state or local tax revenue. Any contract entered into by the District is void if the prospective vendor has such a prohibited affiliation or contractual relationship. By submitting a proposal in response to the request for proposal, you are certifying to the District that you do not have such an affiliation or contractual relationship.

☐ Vendor COMPLIES with Certification ☐ Vendor Does NOT COMPLY with Certification

(Required: Check only one)

50 **CERTIFICATIONS - No Substantial Interest**

Vendor represents and warrants to District that no individual serving on District's Board of Trustees: (a) has a substantial interest in Vendor or in a subcontractor of Vendor; (b) is related in the second degree by consanguinity or affinity, as determined by Chapter 573 of the Texas Government Code to, an individual who has a substantial interest in Vendor or in a subcontractor of Vendor; or (c) has received or been promised a gift or in-kind services of more than $250 in connection with the Contract or award thereof. For purpose of this paragraph, an individual has a substantial interest in Vendor [or subcontractor of Vendor, as applicable] if: (i) the individual owns more than 10% of the voting interest in Vendor [or subcontractor of Vendor, as applicable], or (ii) the individual has a direct or indirect participating interest by shares, stock, or otherwise, regardless of whether voting rights are included, of more than 10% of the profit, proceeds, or capital gains of Vendor [or subcontractor of Vendor, as applicable].

☐ Vendor COMPLIES with Certification ☐ Vendor Does NOT COMPLY with Certification

(Required: Check only one)

51 **CERTIFICATIONS - Audits**

The District, or its authorized representative (including Texas Education Agency and the Comptroller General), shall be given reasonable access to records and rights to perform audits by the District's own personnel and/or an outside firm of consultants/auditors, in order to investigate the District's claims, the Services, and/or evaluate the performance of the Vendor. The Vendor agrees to provide full cooperation during this process. Performance of these functions shall be conducted with proper notification per customary industry standards. Vendor agrees to maintain all required records and give the District, or its authorized representative, reasonable access to the records and rights to perform audits for five (5) years after the District makes final payment and all other pending matters are closed.

☐ Vendor COMPLIES with Certification ☐ Vendor Does NOT COMPLY with Certification

(Required: Check only one)

52 **CERTIFICATIONS - Contracting Information Certification**

If Vendor is not a governmental body and (a) this Agreement has a stated expenditure of at least $1 million in public funds forthe purchase of goods or services by the District; or (b) this Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by the District within in a fiscal year, the following certification shall apply; otherwise, this certification is not required.

As required by Texas Government Code, Section 552.374(b), the following statement is included in the RFP and the Agreement, unless the Agreement is:

1. related to the purchase or underwriting of a public security;
2. is or may be used as collateral on a loan; or
3. proceeds from which are used to pay debt service of a public security of loan:

"The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter." Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to:

1. preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to the District for the duration of the Agreement;
2. promptly provide to the District any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of the District; and
3. on completion of the Agreement, either (a) provide at no cost to the District all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to the District.

☐ Vendor COMPLIES with Certification ☐ Vendor Does NOT COMPLY with Certification

(Required: Check only one)

53	**CERTIFICATIONS - Price Proposal Requirement** Vendors are required to submit prices in the designated "Bid Line Item" section of the solicitation. Vendors may provide additional documentation in the attachment section of this solicitation if they wish to do so. **Please Note: Pricing must be provided by Vendor in accordance with the terms (unit of measure, quantity, etc.) provided in the solicitation. Failure to do so on the part of the Vendor may be reason for the District to deem the response non-responsive and eliminate the Vendor's response from consideration.** ☐ Vendor COMPLIES with Requirement ☐ Vendor Does NOT COMPLY with Requirement *(Required: Check only one)*

54	**CERTIFICATIONS - Solicitation Acceptance** Please indicate that you have read, understand, agree to, and accept the general terms and conditions, vendor requirements, and specifications contained herein. If you do not agree, please provide any deviations in the deviations section of this solicitation. ☐ Read, Understood, Agree To, and Accept ☐ Read, Understood, Do NOT Agree, Deviations Provided *(Required: Check only one)*

Bid Lines

1 Package Header

COST PROPOSAL

The overall objectives of the services obtained through this solicitation align with the School Leadership Division's goal of addressing the following factors:

1. Increasing student outcomes in Mathematics
2. Successful implementation of the Blue Bonnet curriculum
3. Increasing administrators' instructional leadership capacity
4. Supporting implementation of systematic leadership practices

The selected organization should be able to provide the following:

1. Instructional Leadership Dashboard Design & Development — Customized dashboard design and development to support progress monitoring, key performance indicators, implementation tracking, and leadership decision-making.
2. Dashboard Training & Implementation Support — Training and ongoing implementation support for District and campus leaders to effectively utilize dashboards, interpret data, monitor progress, and inform instructional leadership practices.
3. Systematic Instructional Leadership Design & Implementation Support — Development and implementation of systematic instructional leadership structures, processes, and monitoring routines to strengthen leadership capacity and continuous instructional improvement.

Pricing should be provided in the categories listed below and should be all inclusive for the term of the contract.

Total: $

Package Items

1.1 Total cost of in person delivery of leadership coaching, professional development, and support services for District and campus leaders

Quantity: 1 UOM: EA Price: $ Total: $

Supplier Notes:

☐ No bid

☐ Additional notes *(Attach separate sheet)*

1.2 Total cost of customized dashboard to monitor progress

Quantity: 1 UOM: EA Price: $ Total: $

Supplier Notes:

☐ No bid

☐ Additional notes *(Attach separate sheet)*

1.3 Total cost of campus-based leadership coaching

Quantity: 1 UOM: EA Price: $ Total: $

Supplier Notes:

☐ No bid

☐ Additional notes *(Attach separate sheet)*

1.4 Total cost of executive coaching for principal supervisors

Quantity: 1 UOM: EA Price: $ Total: $

Supplier Notes:

☐ No bid

☐ Additional notes *(Attach separate sheet)*

1.5 Total cost of coaching resources, leadership tools, and program materials

Quantity: 1 UOM: EA Unit Price: $ Total: $

Supplier Notes:

☐ No bid

☐ Additional notes *(Attach separate sheet)*

1.6 Total cost of travel, lodging, and related expenditures necessary to provide services (consistent with current General Services Administration guidelines)

Quantity: 1 UOM: EA Price: $ Total: $

Supplier Notes:

☐ No bid

☐ Additional notes *(Attach separate sheet)*

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Print Name

Signature

EL PASO INDEPENDENT SCHOOL DISTRICT

MEETING DATE: OCTOBER 12, 2026

 F.
OPERATIONS ITEMS

Board of Trustees
Executive Summary of Board Agenda Item

TITLE:
Approval of Memorandum of Understanding between City of El Paso, El Paso Police Department, and El Paso Independent School District for Off-Duty City of El Paso, El Paso Police Department Police Officers to Provide Law Enforcement Duties at El Paso Independent School District Schools

JUSTIFICATION STATEMENT:
To provide qualified, commissioned School Resource Officers at EPISD campuses in accordance with Texas Education Code Chapter 37, Subchapter C, and enhance campus safety and security

PURPOSE OF AGENDA ITEM: Action

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES: .

AUTHORITY FOR ACTION: Legal/Local Policy

STAFF RESPONSIBILE: Donica Pedregon Chief Police Services

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:
Strategic Lever III: Destination District - El Paso ISD solidifies its position as El Paso's destination district.

SUMMARY:
The Memorandum of Understanding between the City of El Paso Police Department (EPPD) and EPISD establishes the terms and conditions governing the assignment, duties, and compensation in accordance with Texas Education Code Chapter 37, Subchapter C (Law and Order), including Section 37.081(a), which authorizes the Board of Trustees to enter into an MOU with a local law enforcement agency for provision of SROs and to determine their jurisdiction of off-duty EPPD police officers serving as School Resource Officers (SROs) at EPISD schools. The agreement addresses SRO duties, jurisdiction, qualifications, licensing, and firearm accident prevention instruction, in accordance with Texas Education Code Chapter 37, Subchapter C, including Section 37.081(a), and applicable provisions of Texas Occupations Code Chapter 1701.

ADMINISTRATIVE RECOMMENDATION/MOTION:
It is recommended that the Board approve the Memorandum of Understanding between the City of El Paso, Police Department, and the El Paso Independent School District for the assignment of off-duty EPPD police officers to serve as School Resource Officers (SROs) at EPISD schools and authorize compensation for their services.

FUNDING SOURCE: ACCOUNT NO.:

FISCAL IMPACT AND COST:

IMPACT ON OTHER FUCTIONS/OPERATIONS:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:
Signed_09.14.26_Interlocal - EPISD - Off Duty Officer EPPD 8522 (2027-0046).pdf

STATE OF TEXAS §
§ **MEMORANDUM OF UNDERSTANDING**
COUNTY OF EL PASO §

This Memorandum of Understanding ("MOU") is entered into by and between the City of El Paso, El Paso Police Department, hereinafter referred to as "EPPD" and the El Paso Independent School District, hereinafter referred to as "EPISD," on this 20th day of October, 2026.

WITNESSETH

WHEREAS, EPPD and the EPISD desire to enter into agreement in which off-duty City of El Paso, El Paso Police Department police officers, hereinafter called school resource officers "SROs", will provide law enforcement duties at EPISD schools and be compensated for their time. The SROs will work under the terms and conditions as defined by this MOU; and

WHEREAS, the Board of Trustees of EPISD may enter into a memorandum of understanding with a local law enforcement agency for the provision of SROs to carry out Texas Education Code Chapter 37, Subchapter C (Law and Order); and

WHEREAS, pursuant to Texas Education Code 37.081 (a) the jurisdiction of SROs shall be determined by the Board of Trustees of EPISD when it enters a memorandum of understanding for the provision of SROs; and

WHEREAS, persons authorized by the Board of Trustees of EPISD to carry a weapon must be commissioned peace officers pursuant to Texas Education Code 37.081(a); and

WHEREAS, pursuant to Texas Occupations Code 1701.601, an SRO is a peace officer who is assigned by the officer's employing political subdivision to provide a police presence at a public school, safety or drug education to students of a public school, other similar services; and

WHEREAS, a peace officer who is a visiting school resource officer in a public school must be licensed as provided by Texas Occupations Code Chapter 1701; and

WHEREAS, the Texas Occupations Code 1701.603 requires that a peace officer who is a visiting SRO in a public elementary school shall at least once each school year offer to provide instruction to students in a firearms accident prevention program, as determined by EPISD; and

WHEREAS, both parties signed this MOU to establish the terms and conditions of the assignment of SROs. The terms of the assignment are outlined below; and

NOW THEREFORE, the EPPD and the EPISD hereby mutually agree as follows:

1. COMPENSATION:
    a. Pursuant to EPPD off-duty protocols, SROs will be compensated through a third-party vendor contracted by EPISD for any services rendered.

b. The hourly rate for the services of the SROs will be the minimum as described in the EPMPOA correspondence dated May 20, 2024 (attached), subject to change upon Association review.

2. SCHEDULING:
   a. SROs will not be eligible to provide services for more than 20 hours per week and EPISD agrees not to schedule SROs to work more than 20 hours per week.

   Work Days: Monday through Friday. SRO coverage hours shall be as follows:

   - Elementary Schools, Middle Schools, and K-8 Campuses: 7:30 a.m. to 3:30 p.m.
   - High Schools: 8:30 a.m. to 4:30 p.m.

   EPISD may adjust campus coverage hours as needed based on operational needs, campus activities, emergencies, incidents, or other safety and security concerns. Any adjustments will be coordinated with EPPD liaison as appropriate.

3. MISSION:
   SROs will provide law enforcement services at EPISD schools. This includes, but is not limited to, maintaining a visible law enforcement presence, providing security support, and conducting perimeter and campus checks throughout assigned campuses.

   SROs shall actively assist with campus safety and security operations, including traffic enforcement and traffic-related issues on or around campus property, response to incidents requiring police intervention, and the enforcement of applicable laws when violations occur on campus or at school-related events.

   SROs assigned to campuses will be responsible for receiving, documenting, investigating, and handling criminal complaints, offenses, and incidents reported at their assigned campuses in accordance with applicable laws, department policies, and procedures.

4. SROs will also conduct routine security inspections, including daily checks of exterior doors and gates, and perform log sweeps and additional security checks as needed to help ensure campus safety and security.

5. EPPD RESERVATIONS:
   a. EPPD officers' availability and scheduling is ultimately at EPPD's discretion.

   b. This voluntary agreement will not interfere with any EPPD officer's duty and full-time, primary employment with the City of El Paso.

6. EPISD RESERVATIONS:
   a. EPISD shall have the right to not hire SROs at its discretion.

   b. EPISD shall have the right to dismiss SROs at its discretion.

c. SROs will be tasked only with duties related to law enforcement intervention and not with behavioral or administrative duties.

d. The EPISD Police Department liaison will coordinate and prepare SRO campus assignments and schedules based on SRO availability in order to ensure full coverage during instructional hours and campus operational periods.

e. EPPD SROs shall submit their applications and work schedules to the EPPD liaison, who will then forward the information to the EPISD Police Department liaison for review, coordination, and dissemination as appropriate.

f. EPISD reserves the right to document and report concerns, complaints, policy violations, misconduct, performance issues, attendance concerns, or other matters involving assigned SRO personnel to the El Paso Police Department chain of command for review and appropriate action.

g. The EPPD liaison as described below, or the EPPD Chief's Office (Chief's Office) shall ensure that any complaints or reported concerns involving SRO personnel assigned to EPISD campuses are communicated to the appropriate EPPD supervisory and command staff in accordance with EPPD policies and procedures. EPISD may provide supporting documentation, reports, video, time records, or other relevant information related to the concern or complaint as necessary.

7. JURISDICTION, TRAINING, AND DUTIES:
   a. The jurisdiction of the SROs will be to provide law enforcement services at EPISD schools at the direction of the EPISD Chief of Police Services or designee. In the event an EPISD event takes place off campus within the City jurisdiction, duties will be at the direction of EPISD Chief of Police Services or designee.

   b. SROs shall be assigned and directed by the EPISD Chief of Police Services or designee while providing services to EPISD. However, EPPD Policies and Procedures shall supersede any conflicting EPISD direction.

   c. SROs must be commissioned peace officers pursuant to Texas Education Code 37.081(a) to carry a weapon.

   d. SROs shall perform law enforcement duties for EPISD which includes protecting the safety and welfare of any person in the jurisdiction of the SRO and the property of EPISD.

   e. SROs will provide a law enforcement presence, enforce applicable criminal laws, respond to and handle criminal incidents and complaints reported on campus, provide security duties, and conduct perimeter and security checks throughout the campuses.

   f. SROs will be dressed in EPPD uniforms as approved by EPPD.

   g. SROs shall successfully complete an ALERRT active shooter response training program approved by the Texas Commission on Law Enforcement (TCOLE).

h. SROs providing law enforcement services at EPISD must obtain a school-based law enforcement proficiency certificate within 180 days of the officer's placement in the district or campus of the district pursuant to 37 TAC 218.3(d)(5) and Texas Occupations Code 1701.263(b). The following courses satisfy this requirement:

- TCOLE #4064 School Resource Officer Course or TCOLE 41501 and ALERRT Active Shooter course.

- These courses may be completed in person or online through the Texas School Safety Center, as applicable.

- Officers shall provide the EPISD Police Department liaison with a copy of the completed certificate within the required 180-day compliance period.

If the courses are not offered by EPPD, EPISD will pay for the course and officers' attendance.

i. SROs will familiarize themselves with Texas Education Code Chapter 37 (Section 37.144), relating to the issuance of citations on school campuses.

j. SROs will work with respective campus administration to ensure all campus perimeter doors are unobstructed, closed, and locked; each campus will access to a Master Key.

k. SROs will assist EPISD with drills, including lockdown, fire and shelter-in-place drills. SROs shall also attend training conducted at the campus level or by the EPISD Safety and Security Manager regarding EPISD Standard Response Protocols and emergency procedures. If an SRO initiates or places a campus on any Standard Response Protocol, the SRO shall notify EPISD Police Dispatch as soon as safely possible at 915-230-2525. SROs shall at least once each school year offer to provide instruction to students in a firearms accident prevention program, as determined by EPISD.

8. COORDINATION:
EPISD shall hire an EPPD Supervisor (SRO Supervisor/off duty daily) at the rates established in paragraph 1.b. of this MOU. The SRO Sergeant shall serve as the liaison between the El Paso Police Department and the EPISD Police Department regarding SRO operations, coordination, communication, disseminating schedules, concerns, and administrative matters involving EPPD SRO personnel assigned to EPISD campuses. The SRO Supervisor shall be available to the SRO officers in the form of assistance, or when required by EPPD Policy and Procedures to be summoned. The Supervisor will be available for carrying out administrative duties associated with the EPPD SROs at EPISD campuses, to include random audits of their attendance and responsibilities at the campuses. EPPD Chief's Office will give approval on the supervisors chosen based on standing.

9. COMMUNICATION:
   EPPD fully understands that the ability to communicate with SROs is a critical component of the program. Therefore, EPPD agrees to allow SROs to carry city radios during their service to EPISD. SROs will use city radios to call out to EPPD current campus or location, as appropriate.

10. 911 UTILIZATION:
    Nothing in this MOU shall limit or eliminate the need to utilize the 911 reporting system, or the use of other certified peace officers to handle or supplement calls for service. Use of the 911 reporting system is encouraged for priority calls.

11. TERM:
    The term of this MOU is from the date of the agreement approved by these parties on October 20, 2026. This MOU shall be binding indefinitely or until EPPD or EPISD chooses to terminate the MOU. In the event either party wishes to terminate this agreement, thirty (30) days' notice shall be given to the EPISD by EPPD. Notwithstanding the term of this MOU, this MOU shall be reviewed on an annual basis by both parties. This MOU will replace and suspend the previous MOU by both parties.

12. LAWS GOVERNING AGREEMENT:
    For purposes of determining the place of the agreement and the law governing same, it is agreed that this MOU is entered into and in the City and County of El Paso, Texas and shall be governed by the laws of the State of Texas.

13. RESERVATION OF RIGHTS, IMMUNITY AND GOVERNMENTAL FUNCTION
    The Parties agree that the performance of this MOU is for the purpose of performing governmental functions and that, in all things related to this MOU, parties are performing governmental functions as defined by the Texas Tort Claims Act. Nothing herein or in the performance of this MOU shall be construed as a waiver of sovereign/governmental immunity or similar rights and does not waive immunity under Texas Education Code, including section 37.087. Parties agree that neither party waives any immunity or defense that would otherwise be available to it pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules or regulations against claims arising from the exercise of its powers or functions. No provision of this MOU that imposes an obligation or restriction on EPISD or EPPD not permitted by applicable law shall be enforceable.

14. NOTICE TO PARTIES:
    Any notice required by this MOU shall be given by prepaid first-class certified mail, return receipt requested to:

    CITY OF EL PASO: City Manager
    P.O. Box 1890
    El Paso, Texas 79950-1890

    Copy to: Chief of Police
    El Paso Police Department

911 N. Raynor
El Paso, Texas 79903

EPISD: Superintendent
El Paso Independent School District
1014 N. Stanton
El Paso, Texas 79902

or such other address as later provided by a party through written notice to the other party.

15. ENTIRE AGREEMENT:
This MOU constitutes and expresses the entire agreement of the parties hereto in reference to service to be provided and the payment for such services, and in reference to any of the matters or things herein provided for, all promises, representations, and understandings relative thereto are herein merged. This MOU may be amended upon mutual consent of the parties.

[*Signatures on the following page*]

Dated this ____ day of October, 2026.

SIGNED AND AGREED:

CITY OF EL PASO:

_____
Dionne Mack
City Manager

APPROVED AS TO FORM:

_____
Eric Gutierrez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Peter Pacillas, Police Chief
El Paso Police Department

SIGNED AND AGREED:

EL PASO INDEPENDENT SCHOOL DISTRICT:

_____
Dr. Brian Lusk
Superintendent

APPROVED AS TO FORM:

Signed: Monday, September 14, 2026

_____
Jeanne C. Collins
General Counsel Services
El Paso Independent School District

APPROVED AS TO CONTENT:

_____
Donica Pedregon, Chief of Police
El Paso Independent School District

El Paso Municipal Police Officers' Association
747 E. San Antonio Ave., Suite 103, El Paso, Texas 79901
(915) 544-4792

May 20, 2024

To whom it may concern:

At a recent E.P.M.P.O.A Board meeting, the extra duty or off-duty employment rate was discussed and voted on at the request of several members. If you are working off-duty or extra employment in a law enforcement capacity, the minimum pay scale per hour has increased to the below mentioned rate. The below mentioned hourly rates will take effect September 1, 2024.

Officers	$60.00/hour
Coordinators	$60.00/Hour

Thank you,

Patrick G. Natividad
E.P.M.P.O.A. President

EL PASO INDEPENDENT SCHOOL DISTRICT

MEETING DATE: OCTOBER 12, 2026

 F.
OPERATIONS ITEMS

Board of Trustees
Executive Summary of Board Agenda Item

TITLE:

Approval of First Amendment to Vendor Contract for Goods and Services between Transfinder Corporation and El Paso Independent School District, Utilizing 1GPA Contract #23-17PV-04, Transportation, Routing, Planning, and Management Software (General Operating Funds - $43,871.11)

JUSTIFICATION STATEMENT:

To continuously improve and transform the District's transportation services to better meet the needs of students and elevate the overall experience

PURPOSE OF AGENDA ITEM: Action

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Legal/Local Policy

STAFF RESPONSIBILE: David Bates, Deputy Superintendent Operations & Support Systems; Joel Valencia, Senior Director Operations Services; Kathy Cisneros, Director Transportation Services

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:

Strategic Lever IV: Culture of Accountability - El Paso ISD cultivates a culture of transparency, care, and service.

SUMMARY:

The Interlocal Cooperative Agreement is one (1) of seven (7) approved purchasing methods allowed under the Texas Education Code, Section 44.031. Board Policy CH (Local) states, "The Board delegates to the Superintendent the authority to make single, budgeted purchases of goods and services that cost up to $100,000."

On June 18, 2025 the Board approved for the District to enter into a Vendor Contract for Goods and Services with Transfinder Corporation for a period commencing on July 1, 2025, and ending June 30, 2026, with two (2) additional one (1) year renewals, to be exercised at the sole discretion of the District. The contract was valued at an amount no to exceed $132,513.00 for the first year, $74,023.00 for the second year, and $77,346.50 for the third year renewal option, should it be exercised. The District exercised its first option to renew the contract on or about June 17, 2026, for the term effective July 1, 2026, through June 30, 2027.

The Transportation Services Department seeks approval to amend the contract for the first renewal option to add Servicefinder and Training in the amount of $43,871.11 from October 21, 2026, to June 30, 2027. Servicefinder is a software module that will provide the District with a centralized, efficient, and accountable system for managing its vehicles, equipment, maintenance activities, parts inventory, and compliance requirements. Servicefinder will improve the Department's ability to track preventive and corrective maintenance, maintain accurate vehicle and asset histories, monitor maintenance costs, and manage work orders and parts inventory. By consolidating this information into one system, staff will have greater visibility into fleet operations and be better equipped to identify maintenance needs, reduce vehicle downtime, and make informed decisions regarding repairs and replacement. Implementation, training, and professional services will be provided by Transfinder Corporation to successfully integrate this software module into District operations, intended to support the District's responsibility to maintain safe, reliable, and cost-effective transportation and equipment operations while improving efficiency, accountability.

If the District decides to exercise the third renewal option, it will include the Servicefinder software module for an additional amount of $25,920.00, amending the total of the third renewal option from $77,346.50 to $103,266.50.

ADMINISTRATIVE RECOMMENDATION/MOTION:

It is recommended that the Board approve the First Amendment to the Vendor Contract for Goods and Services between Transfinder Corporation and the El Paso Independent School District, utilizing 1GPA Contract #23-17PV-04, Transportation, Routing, Planning, and Management Software, adding an additional $43,871.11 to the originally approved contract, with the option to renew one (1) additional year at the District's discretion, as presented.

FUNDING SOURCE: Budgeted General Operating Funds **ACCOUNT NO.:** 199.34.6299.921.99.100.921; 199.34.6411.921.99.915.921; 199.34.6397.921.XX.XXX.921

FISCAL IMPACT AND COST:

$43,821.00

IMPACT ON OTHER FUCTIONS/OPERATIONS:

CONSEQUENCES OF NON-APPROVAL:

The District will continue to face inefficiencies, limited visibility, and increased risk of vehicle downtime and non-compliance due to fragmented or manual management of fleet operations and maintenance activities.

IMPLEMENTATION TIMELINE:

Upon Approval

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:

Contract Transfinder 1st Amendment 2027-0084
Purchaing Coop Information
CIP Forms 1295

FIRST AMENDMENT
TO VENDOR CONTRACT (GOODS AND SERVICES)
BETWEEN
TRANSFINDER CORPORATION
AND
EL PASO INDEPENDENT SCHOOL DISTRICT

This First Amendment to Transfinder Corporation and El Paso Independent School District Vendor Contract (Goods and Services) ("First Amendment") is entered into by and between El Paso Independent School District ("District") and Transfinder Corporation ("Vendor"), effective as of the date of execution below.

RECITALS

A. Effective July 1, 2025, District and Vendor entered into a Vendor Contract (Goods and Services) for a period commencing on July 1, 2025 and ending June 30, 2026, with two additional one-year renewals, at the sole discretion of District, in an amount not to exceed $132,513.00 for year 1, and if renewed, year 2 would be $74,023.00, and year 3 would be $77,346.50, for an upgrade to Routefinder PLUS and to leverage additional modules for transportation operations as more specifically described in the contract ("Agreement").

B. On or about June 17, 2026, District exercised its first option to extend the Agreement for an additional 12 months. The extension was effective July 1, 2026 and ends June 30, 2027 for a total amount not to exceed $74,023.00 ("First Renewal").

C. The parties now wish to amend the Agreement for the first time to add certain products and services for the First Renewal only. The additional products and services to be included in the First Renewal will include a Software Module to include Servicefinder (Fleet Maintenance for Parts, Work Orders, and Service) for up to 600 vehicles for a total amount of $26,496.00 and Implementation, Training & Professional Services to include 24 hours of Online Training – Servicefinder (Up to 24 hours to be completed within 25 weeks of the first completed session) included at no cost, 10 Hours of Online Training (Hourly) – Standard Rate (October 1 – May 31), and Transfinder LevelUp Servicefinder for 2 attendees, for a total amount of $4,175.00. Implementation, Training & Professional Services will also include 20 hours of Online Training (Hourly) – Standard Rate (October 1 – May 31) for a total amount of $4,500.00, 4 hours of Online Training (Hourly) – Summer Rate (June 1 – September 30) for a total amount of $1,000.00, and Transfinder LevelUp Routsfinder PLUS for 4 attendees for a total amount of $7,700.00. The Grand Total for the additional products and services for the First Renewal is $43,871.00.

D. The parties also wish to add products and services for the second optional renewal term only, if exercised at the District's discretion, for the period from July 1, 2027 through June 30, 2028 ("Second Renewal"). The additional products and services to be included in the Second Renewal only will include a Software Module to include Servicefinder for up to 600 vehicles for a total amount of $25,920.00.

E. Additionally, the parties wish to amend the Agreement to increase the total compensation for Goods and Services permitted under the Agreement for the First Renewal from $74,023.00 to $117,894.00, and for the Second Renewal, if exercised at the District's discretion, from $77,346.50 to $103,266.50.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree to amend

the Agreement as follows:

1. The First Renewal will now include a Software Module to include Servicefinder (Fleet Maintenance for Parts, Work Orders, and Service) for up to 600 vehicles for a total amount of $26,496.00 and Implementation, Training & Professional Services to include Online Training for Servicefinder (Up to 24 hours to be completed within 25 weeks of the first completed session) included at no cost, 10 Hours of Online Training (Hourly) at the standard rate (October 1 – May 31), and Transfinder LevelUp Servicefinder for 2 attendees. Implementation, Training & Professional Services will also include 20 hours of Online Training (Hourly) – Standard Rate (October 1 – May 31) for a total amount of $4,500.00, 4 hours of Online Training (Hourly) – Summer Rate (June 1 – September 30) for a total amount of $1,000.00, and Transfinder LevelUp Routsfinder PLUS for 4 attendees for a total amount of $7,700.00. The Grand Total for the additional products and services for the First Renewal is $43,871.00.

2. The Second Renewal, if exercised at the District's discretion, will include a Software Module to include Servicefinder for up to 600 vehicles for a total amount of $25,920.00.

3. The total compensation for Goods and Services permitted under the Agreement for the First Renewal will increase from $74,023.00 to $117,894.00, and for the Second Renewal, if exercised at the District's discretion, will increase from $77,346.50 to $103,266.50.

Ratification and Defined Terms. Except as modified by this First Amendment, the Agreement shall continue in full force and effect. The parties each hereby ratify, affirm, and agree the Agreement and this First Amendment represent the valid, binding and enforceable obligations of District and Vendor respectively. In the event of any conflict or inconsistency between the provisions of the Agreement and this First Amendment, the provisions of this First Amendment shall control and govern. Except as otherwise defined in this First Amendment, each of the terms used herein shall have the same meaning assigned to such terms of the Agreement.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their duly authorized representatives on _____, 2026.

EL PASO INDEPENDENT SCHOOL DISTRICT

Dr. Brian Lusk
Superintendent

TRANSFINDER CORPORATION

Antonio Civitella
President and CEO

Approved as to Form

Jeanie C. Collins
General Counsel

Signed: Thursday, September 17, 2026

NATIONAL PURCHASING COOPERATIVE

Paradise Valley Unified School District

Contract Extension/Amendment

2/26/2026

Transfinder Corporation
440 State St
Schenectady, New York 12305
Attn: Antonio Civitella

Re: Extension Agreement for Transportation Routing, Planning and Management Software, Contract # 23-17PV-04-E3

The above-referenced contract is hereby extended by mutual agreement for an additional one (1) year term, through 05/17/2027. This contract extension represents the fourth year of a potential five (5) year agreement. **Please confirm your intent to extend by completing and returning this signed Contract Extension form along with the following documentation:**

☐ Updated Contact Information Sheet
☐ Updated Certificate of Insurance per contract terms and conditions; if the updated certificate is not yet available, please submit it as soon as it is issued.

Pricing Update:
Select the applicable pricing update for the extension period referenced above. Provide full documentation to support all requested price increases, including itemized price lists or any other relevant justification. *All submitted updates are subject to 1GPA review and approval.*

☐ ***No Pricing Updates:*** We do not have pricing updates. The current pricing on file is accurate and will remain in effect for the extension period.

☐ ***Firm-Fixed Pricing Update:*** Our contract uses firm-fixed pricing, which may only be updated at contract extension. We are submitting updated firm-fixed pricing for 1GPA's review and approval.

☐ ***Percentage Discount with Updated Price List:*** Our contract uses a percentage discount structure. We are submitting updated price lists for 1GPA's review and approval, and percentage discounts will remain unchanged in accordance with the contract terms.

☐ ***Pending New Price Lists:*** Our contract is based on list pricing. We will submit updated price lists by the date indicated below. Until 1GPA approves the new price lists, we will continue to honor the current pricing on file.
Expected Submission Date: _____

☑ ***Manufacturer Published Pricing:*** Our contract is based on manufacturer-published price lists released throughout the year. We will submit updated lists as they become available and will continue to honor the current pricing until 1GPA approves updates.

Description of Pricing Submitted:

Pricing updates include increases to a few line items, as well as the addition of several tablet hardware accessory items, and some additional reseller items.

Contractor Responsibility:
It is the contractor's responsibility to ensure that all pricing on file with 1GPA remains current and accurate. All price changes or updates must be submitted to 1GPA for review and approval prior to implementation.

Certification and Reporting Acknowledgment:
By signing this document, the vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transaction by any Federal department or agency.

The vendor also acknowledges its responsibility to provide usage reports in accordance with the terms and conditions of the 1GPA contract. If there are any questions or concerns regarding reporting requirements, please contact Michelle Aiken at maiken@1GPA.org.

Contract Continuity:
Except as otherwise expressly provided in this amendment, all other terms and conditions of the Contract shall remain unchanged and in full force and effect.

Vendor Acceptance/Signature: Antonio Civitella	
Printed Name: Antonio Civitella	
Title: President & CEO	Date: 3/9/2026

Approvals/Authorized Signatures:
1GPA and Paradise Valley Unified School District have reviewed this contract extension. Each party's signature indicates approval. The absence of a signature indicates non-approval.

Christy Knorr

Christy Knorr, President
1GPA

4/22/2026

Eva Calles

Eva Calles, Director of Purchasing
Paradise Valley Unified School District

4/24/2026

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1517870

Date Filed:
09/18/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Transfinder Corporation
Schenectady, NY United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

El Paso ISD

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Routing Software and Hardware
Routing Software and Hardware

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Kelly Burton, and my date of birth is 09/13/1989.

My address is 440 State Street, Schenectady (city), NY (state), 12305 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Schenectady County, State of New York, on the 18th day of September (month), 2026 (year).

Kelly Burton

Signature of authorized agent of contracting business entity
(Declarant)

EL PASO INDEPENDENT SCHOOL DISTRICT

MEETING DATE: OCTOBER 12, 2026

 F.
OPERATIONS ITEMS

Board of Trustees
Executive Summary of Board Agenda Item

TITLE:
Approval of Food and Nutrition Services (FNS) Software Point of Sale System, RFP #26-027 (Administration Recommendation: Cybersoft Technologies, Inc.) (Budgeted Federal Food and Nutrition Funds - $252,958.00)

JUSTIFICATION STATEMENT:
To replace the current outdated point of sale (POS) system used by the Food and Nutrition Services Department

PURPOSE OF AGENDA ITEM: Action

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Legal/Local Policy

STAFF RESPONSIBILE: David Bates, Deputy Superintendent Operations & Support Systems; Laura Eggemeyer, Director Food & Nutrition Services; Haydee Pena, Assistant Superintendent Technology Operations Systems

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:
Strategic Lever IV: Culture of Accountability - El Paso ISD cultivates a culture of transparency, care, and service.

SUMMARY:
The Request for Proposal (RFP) is one (1) of seven (7) approved purchasing methods allowed under Texas Education Code, Section 44.031, and Section 17 of the Texas Department of Agriculture's (TDA) Administrative Reference Manual (ARM) as an appropriate method of procurement. The specifications and scope of work for RFP #26-027 for FNS Software Point of Sale System were created collaboratively between the Procurement & School Resources and Food & Nutrition Services (FNS) departments to provide a comprehensive Point of Sale (POS) software solution that supports and enhances meal program operations throughout the District.

The District requested proposals for a comprehensive software for the Food and Nutrition Point of Sale (POS) system to support meal program operations across sixty-nine (69) campuses. The system will be owned and housed by the District with on-premise deployment options, with service and maintenance completed by the vendor. It will provide full integration of federal and State meal program requirements, streamline payment processing, enhance nutritional transparency, and optimize both front-of-house and back-of-house food service operations. The solution ensures complete compliance with Texas Department of Agriculture (TDA) and United States Department of Agriculture (USDA) regulations while supporting multiple federal meal programs and provisions.

An evaluation committee consisting of Ms. Laura E. Eggemeyer, Director Food and Nutrition Services; Mr. Daniel Carrasco, Assistant Director Food & Nutrition Service s (FNS) Information System; Ms. Stephanie Alvarez, Assistant Director Food and Nutrition Services; Ms. Blanka Chavez, Supervisor Food Services; Ms. Adrian E. Kamath, Supervisor Food Services; Ms. Edna G. Palacios, Supervisor Food Services; Ms. Virna L. Rey, Supervisor Food Services; and Mr. Victor Armendariz, Manager IT Program Projects, met to review and evaluate a total of six (6) vendor demonstrations between April 10, 2026, and April 15, 2026. Ms. Sandra Burciaga-Velez, Buyer Food and Nutrition Services, acted as facilitator and moderator of the evaluation process. All proposals received in response to the RFP were reviewed and evaluated. Based on the initial scoring results, the two (2) highest-ranked proposers were selected to participate in the Best and Final Offer (BAFO) process. Following evaluation of the BAFO submissions, the highest-ranked proposer was determined to provide the best overall value to the District, based on demonstrated service capabilities, competitive pricing, and a thorough understanding of the District's

operational requirements.

ADMINISTRATIVE RECOMMENDATION/MOTION:
It is recommended that the Board approve the award of FNS Software Point of Sale System, RFP #26-027, to Cybersoft Technologies, Inc., in the amount of $252,958.00, with the option to extend for four (4) additional years, one (1) year at a time, as presented.

FUNDING SOURCE: Budgeted Federal Food & Nutrition Funds **ACCOUNT NO.:** 240.35.6639.961.99.100.961

FISCAL IMPACT AND COST:
$252,958.00

IMPACT ON OTHER FUCTIONS/OPERATIONS:

CONSEQUENCES OF NON-APPROVAL:
Allows opportunities to streamline operations, improve productivity and achieve potential cost savings while enhancing service quality and operational effectiveness.

IMPLEMENTATION TIMELINE:
Upon Approval

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:
Contract Cybersoft 2027-0082
Board Report
Recommendation Memo
Executive Summary Backup
CIP Form 1295
Scoring Summary.pdf
Scope of Work

VENDOR CONTRACT
(Goods and Services)

THIS VENDOR CONTRACT FOR GOODS AND SERVICES ("this Contract") is between CYBERSOFT TECHNOLOGIES, INC. (the "Vendor") and the EL PASO INDEPENDENT SCHOOL DISTRICT ("District"). The Effective Date of this Contract is November 1, 2026 regardless of when executed. For and in consideration of the mutual covenants herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. **Term.**

1.1 Term. The term of this Contract shall be for a period from November 1, 2026 through October 31, 2027 [with 4 year(s) annual renewal(s)], unless earlier terminated in accordance with this Contract. Annual renewals, if any, shall be at the sole discretion of the District.

1.2 Non-Appropriation. In the event the Contract is awarded for a term greater than one year or extending beyond the District's current budget period, it will be subject to approval at the commencement of each of the District's budget years. Vendor agrees that the District has the continuing right to terminate this Contract without notice at the end of a District budget period in which funds for this Contract are not appropriated. Vendor shall not be entitled to receive payments or amounts under the Contract in excess of the amounts appropriated for the then-current budget period of District.

2. **Cancellation/Termination.**

2.1 Termination. This Contract may be terminated as follows: (a) by either party in the event of material breach of this Contract by the other party which continues more than thirty (30) days after written notice of default from the non-breaching party to the breaching party; or (b) by the District at its option: (i) if Vendor fails, as determined by the District's representative, to satisfactorily perform the duties set out in this Contract, comply with any covenant herein required or breach any warranty provided herein; becomes insolvent, files or has filed against it a petition in bankruptcy, proposes or accomplishes any dissolution, liquidation, composition, financial reorganization or recapitalization with creditors; (ii) if a receiver, trustee, custodian, or similar agent is appointed or takes possession of any property or business of Vendor; (iii) if, at the expiration of each District budget period occurring during the term of this Contract, funds for this Contract are not appropriated as provided in Section 1.2 above; or (iv) with or without cause upon thirty days prior written notice from the District to Vendor. In the event of early termination of the Contract for any reason, the total compensation which may be claimed by Vendor under this Contract shall be limited [subject to other limitations in this Contract or applicable law] to the payment for the conforming goods and/or services timely provided by the date of termination.

2.2 Effect. Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Contract, Vendor shall submit to District its claims, in detail, for the monies owed by District for services satisfactorily performed or goods delivered and accepted under this Contract through the effective date of termination. **Failure by Vendor to submit its claims within forty-five (45) calendar days shall negate any liability on the part of District and constitute a waiver by Vendor of any and all right or claims to collect monies that Vendor may rightfully be otherwise entitled to for services satisfactorily performed or goods delivered under this Contract.** Regardless of how this Contract is terminated, Vendor shall effect an orderly transfer to District or to such person(s) or firm(s) as the District may designate, at no additional cost to District. Upon the effective date of expiration or termination of this Contract, Vendor shall cease all operations of services being performed or delivery of goods by Vendor, or any of its subcontractors, pursuant to this Contract. All completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced, or provided to Vendor, in connection with the services rendered by Vendor under this Contract, regardless of storage medium, shall be transferred to District. Such record transfer shall be completed within thirty (30) calendar days of the termination date and shall be completed at Vendor's sole cost and expense. Payment of compensation due or to become due to Vendor is conditioned upon delivery of all such documents.

3. **Right to Assurance.** Whenever the District in good faith has reason to question the Vendor's intent to perform, the District may demand that the Vendor give written assurance of its intent to perform. In the event that a demand is made and no assurance is given within five business (5) days, the District may treat this failure as an anticipatory repudiation of the Contract.

4. **Remedies.** In the event of default of this Contract by Vendor, the District shall have all of, and may exercise one or more of, the following rights and remedies: (a) the right to recover damages; (b) the right to seek injunctive relief; (c) the right to seek declaratory relief; (d) the right to off-set and/or retain from payments otherwise due to Vendor damages, fees, and costs sustained or incurred by the District in connection with such breach; (e) the right to terminate this Contract as provided herein; and (f) any of its rights and remedies in law or equity. In no event shall District's action of terminating this Contract, whether for cause or otherwise, be deemed an election of District's remedies, nor shall such termination limit, in any way, at law or at equity, District's right to seek damages from or otherwise pursue Vendor for any default hereunder or other action.

5. **Force Majeure.** If by reason of Force Majeure (i.e. acts of God, strikes, lockouts, or other industrial disturbances, etc.), either party hereto shall be rendered unable, wholly or in part, to carry out its obligations under this Contract, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

6. **Goods and Services to Be Delivered.**

6.1 Delivery, Packaging and Acceptance of Goods.

A. Vendor agrees to provide the goods listed and described in Exhibit "A," which is attached hereto and incorporated herein by reference for all purposes [or any subsequent goods required to be delivered to the District under this Contract] (collectively, the "Goods"). Unless otherwise stated in Exhibit "A", the Goods shall be delivered in accordance with the following Standard Delivery Terms:

(i) F.O.B. District's James Gamble Facility, 4900 Woodrow Bean Drive, El Paso, Texas 79924.

(ii) Goods will be packed in accordance with good commercial practice and in a manner which will facilitate securing the lowest transportation costs, conform to requirements of common carriers and any applicable specifications. Each shipping container shall be clearly and permanently packed and identified with: (a) Vendor's name and address; (b) if applicable, consignee's name, address and purchase order and bid number; (c) container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Vendor shall bear cost of packaging unless otherwise provided. The District's count or weight determination shall be final and conclusive on shipments not accompanied by packing slips/lists. The Goods will be delivered with an Operator's Manual and a Maintenance and Parts Manual, if one exists.

(iii) The District assumes no liability for Goods delivered in damaged or in unacceptable condition. The Vendor shall handle all claims with insurance carriers, and in the event that Goods are damaged in transit shall ship replacement Goods immediately upon notification by the District of damage. Delivery will be made between the hours of 8:00 a.m. and 3:30 p.m. (MDT/MST) unless otherwise specified by the District in writing. Vendor is not authorized to ship the Goods under reservation and no tender of a Bill of Lading will operate as a tender of Goods. The District shall have the right to inspect the Goods at delivery before accepting them and no Goods will be accepted until written acceptance is provided by authorized District Representative. Any written warranties will commence upon acceptance of the Goods by the District.

(iv) Repair and Replacement Information. As the situation requires, the Vendor shall provide alternative quotes for both repair and replacement of any damaged Goods, if appropriate to the request. In the event the cost of repair is equal to or greater than seventy-five percent (75%) of the price of a new item, Vendor shall provide a written recommendation to the District representative regarding the relative merits of repair or replacement of the item. Failure to adhere to these requirements may be grounds for the termination of the Contract.

6.2 Delivery of Services and Standard of Care.

A. Delivery. Vendor agrees to provide the services listed and described in Exhibit "B," which is attached hereto and incorporated herein by reference for all purposes (collectively, the "Services"). Nothing contained in this Contract shall require District to pay for any unsatisfactory Services, as determined by District's representative, or for work that does not comply with the terms of this Contract.

B. Standard of Care. If the Services are performed by a non-professional Vendor, Vendor represents, covenants, and warrants that it will devote its good faith, best efforts in provision of the Services and will provide the Services with reasonable care and skill and in a good and workmanlike manner. If the Services are considered Professional Services, the Vendor further represents, covenants and warrants that it will provide the Services using the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same locale. Services will be provided in a manner consistent with industry standards and will conform to the required specifications set out herein, and shall be delivered in compliance with all applicable laws, rules, regulations, procedures and consistent with industry standards.

6.3 Warranties for Goods and Services.

A. Express Warranties. Vendor expressly represents, warrants and covenants, that:

(i) Vendor will devote its good faith, best efforts in provision of the Goods and/or Services.

(ii) Vendor has and will retain sufficient financial condition, working capital, experience, expertise, personnel, licenses, certifications, and authority to provide the Goods and/or Services, that it will provide copies of its licenses and certifications to the District upon request, and will comply with the vendor ethics policies of the District.

(iii) The Goods furnished conform with the specifications, drawings, descriptions and that the Services promised will adequately address the Scope of Services set forth in the Contract and its exhibits, the District's Request for Proposal, Request for Competitive Sealed Proposal or other solicitation for the Goods and/or Services contracted for herein (the "Solicitation Document"), and to any sample(s) furnished by Vendor, if any, in connection with the Contract or in response to the District's Request for Proposal.

(iv) The Goods and/or Services shall be delivered in compliance with all applicable laws, rules, and regulations, with District policies and procedures, and consistent with industry standards.

(v) In the event of a conflict between the specifications, drawings and descriptions of Goods to be provided, the specifications shall govern. In the event of a conflict between the Solicitation Document and the Contract, the Contract shall prevail.

(vi) All Goods are new and the quality of the Goods is consistent with or better than industry standard.

B. Implied Warranties.

(i) The Goods comply with all implied warranties, including but not limited to, the implied warranty of merchantability and fitness for the particular purpose for which they were

obtained. The Vendor agrees to provide the Services agreed to herein in a good and workmanlike manner.

(ii) No implied warranties for Goods and/or Services or provided in connection with this Contract are waived modified or excluded by any provision of this Contract, or any terms and conditions included in any document prepared by the Vendor, and any provision so intended, or interpreted shall be treated as void *ab initio*.

C. Safety Warranty and Provision of Material Safety Data Sheets. As applicable, the Goods supplied to the District under this Contract shall conform to applicable standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act ("OSHA") of 1970. In the event the Goods do not conform to OSHA standards, the District will be permitted to refuse or return the non-conforming Goods for correction or replacement at the Vendor's expense. Where Goods to be delivered under this Contract require the maintenance of Material Safety Data Sheets ("MSDS"), a copy of the relevant MSDS will be made available to the District's representative prior to delivery of the relevant Goods.

6.4 No Warranties by District. No review, consent, or approval by the District of any documents prepared by Vendor shall constitute a representation or warranty by the District of the legality, suitability, or quality of the same or content thereof.

6.5 Reservation of Rights. The District reserves the right to use its own staff or any other third-party to provide the same or similar goods and/or services to the Goods and/or Services described herein.

7. **Tax Exemption**. The District is exempt from Federal Excise, State or City Sales Tax under State Law and such obligations are included in the price under this Contract. The District will furnish a tax exemption certificate, if required.

8. **Invoicing and Payment**. Compensation to Vendor is set forth on Exhibit "C," attached hereto and incorporated herein. Except as otherwise provided in Exhibit "C," Vendor shall invoice the District on or before the thirtieth (30th) day of each month, for the portions of the Goods delivered and accepted and/or Services performed during the preceding month at rates set forth on Exhibit "C." Reimbursable Expenses are included in the hourly rate or not to exceed pricing for Services unless specifically excluded. If excluded, Reimbursable Expenses will be itemized separately and documented by receipts for invoicing purposes. Invoices for Goods and/or Services shall not include Federal Excise, State or City Sales Tax for which an Independent School District is exempt under State law. The District shall furnish a tax exemption certificate, if required. The aggregate compensation from the District to Vendor for the Goods and/or Services shall not exceed the maximum figures stated in Exhibit "C." Vendor shall not be entitled to receive payments or amounts under the Contract in excess of the amounts appropriated for the then-current budget period of the District. The District shall make payment to the Vendor for amounts determined to be properly due, not later than thirty (30) days after its receipt of the Vendor's invoice or as required by the Texas Prompt Payment Act (Chapter 2251 of the Texas Government Code) or its successor. The maximum interest rate on any past due payments by the District to Vendor shall be limited to the rate provided by Section 2251.025 of the Texas Government Code or its successor. The District shall not be required to make any payments to Vendor at any time Vendor is in default under this Contract.

9. **Confidential/Proprietary Information**.

9.1 Confidential Information/Materials. Vendor understands that, during the term of this Contract, Vendor will have access to certain information belonging to the District and designated as confidential by the District or not generally known by non-District personnel (collectively, the "Confidential Information"). During the term of this Contract and at all times thereafter, Vendor shall not, without the prior written consent of the District, do any of the following, directly or indirectly: (a) use any of the Confidential Information for Vendor's own purposes or for the purposes of any person or entity other than the District; and/or (b) disclose any of the Confidential Information to any third party, except as reasonably and in good

faith required in connection with performance of this Contract by Vendor. Vendor further shall take all steps necessary to prevent disclosure of Confidential Information by any other person or entity, during the term of this Contract and at all times thereafter, without the prior written consent of the District. All data, disks, lists, financial records, other records, documents, property, information, specifications, and materials of the District relating to the Goods and/or Services provided to Vendor during the term of this Contract, as well as all copies thereof (collectively the "Materials"), shall be and remain the sole and exclusive property of the District. None of the Materials shall be retained by Vendor, or shall be transmitted to anyone at any time, either now or in the future, except as reasonably and in good faith required in connection with performance of this Contract by Vendor. Upon termination of this Contract, or upon request by the District, Vendor shall promptly return the Materials to the District. The Materials are included within the definition of Confidential Information. Vendor further agrees that, if it receives information or records concerning any student, it shall not disclose the same, except as permitted by the Family Educational Rights and Privacy Act a/k/a FERPA.

9.2 Intellectual Property Rights. If Vendor, as part of the delivery of the Goods and/or Services, will be working with the District, [all references to Vendor and District in this paragraph shall include their respective agents, employees and representatives], to create and/or develop materials or other work products, including visual, audio, written and graphic material (the "Resulting Work Product") for which the Vendor will receive any consideration provided for in this Contract, the Resulting Work Product (including all of Vendor's contributions to the creation or development of the Resulting Work Product), and any state or federal trademark rights, copyrights, patents or other intellectual property rights associated with the Resulting Work Product (collectively, the "Intellectual Property Rights") will at all times remain the exclusive property of the District. Vendor agrees to assist the District in any way necessary, including executing any assignments or other documents, required to document the District's ownership rights in the Resulting Work Product and the associated Intellectual Property Rights, as applicable; including taking any action necessary for the District to secure state or federal registration of its Intellectual Property Rights in the name of the District. No separate or additional consideration, other than the consideration paid under this Contract, will be provided by the District for any provision of any assignments or conveyance of the Resulting Work Product, or of Intellectual Property Rights associated with the Resulting Work Product. The Vendor shall assure that its authorized subcontractors or agents, not under its control as employees, are aware of this provision and are contractually bound thereby. To the extent Vendor's products under this Contract are commercially available off the shelf products, this section does not apply to customization of those commercially available off the shelf products.

10. **Vendor Records and Retention.** The District or its authorized representative shall be afforded unrestricted access to and be permitted to inspect and copy all of the Vendor's records, which shall include but not be limited to accounting records (hard copy as well as computer readable data), correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Contract. The Vendor shall preserve all such records for a period of five (5) years, after the District makes final payment and all other pending matters are closed, or for such longer period as may be required by law, after final payment under this Contract, including any extension thereof. To the extent that the requirements of 2 CFR § 200.333 apply to the Contract, financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award, must be retained for the Vendor for only the period required by 2 CFR § 200.333 and the five (5) year requirement of this provision shall apply to all other documents. If no federal funds are expended by the District for the Contract, the five (5) year retention requirement provided herein will apply.

For a Contract involving at least $1 million in Goods/Services, the following provision shall apply: Vendor shall preserve for the duration of this Contract all "contracting information" within the meaning of Texas Government Code Section 552.003(1-a) et. seq. relating to this Contract (the "Contracting Information") as provided by the records retention requirements applicable to the District. Vendor shall provide to the District, upon its request, any Contracting Information that is in the custody or possession of Vendor. Upon completion of this Contract, Vendor shall either provide at no cost to the District all Contracting Information in the custody or possession of Vendor or instead preserve all Contracting Information as provided by the records retention requirements applicable to the District. Pursuant to Texas Government Code Section

552.372(b), the following notice is given to Vendor: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract, and Vendor agrees that the Contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that Subchapter.

11. **Indemnification.**

11.1 **General Indemnification. Vendor agrees to INDEMNIFY, DEFEND, AND HOLD HARMLESS the District and its trustees, officers, agents, representatives and employees (collectively, the "Indemnified Parties") from and against, any and all claims, causes of action, liability, lawsuits, judgments, costs, liens, losses, expenses, fees (including reasonable attorney's fees and costs of defense), proceedings, actions, demands, and suits of any kind and nature, including but not limited to, personal injury (including death), property damage, or other harm for which recovery of damages is sought that may arise out of or be caused by the negligent or intentional act, error, or omission of Vendor, or that of its agent, officer, representative, employee, or sub-consultant (collectively "Vendor Affiliate") while in the exercise or performance of the rights or obligations under this Contract.** The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of the Indemnified Parties, in instances where such negligence causes personal injury, death, or property damage. In the event Vendor and/or a Vendor Affiliate and any Indemnified Party are found jointly liable by a Court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to the District, its employees/officials under Texas law and without waiving any defenses of District its employees/officials under the Texas Tort Claims Act or other Texas law. Vendor shall promptly advise District, in writing, of any claim or demand against an Indemnified Party, Vendor and/or a Vendor Affiliate known to Vendor, related to or arising out of activities of Vendor and/or a Vendor Affiliate under this Contract. The provisions of this Section are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

11.2 **Intellectual Property Rights Indemnification. Vendor shall INDEMNIFY, DEFEND, AND HOLD HARMLESS the District, its elected officials, employees, officers, and representatives harmless from and against any and all liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) for infringement of any patent, copyright or similar property right including, but not limited to, misappropriation of trade secrets and any infringement by Vendor and its employees and consultants, in connection with any license provided, any deliverable or any Service furnished hereunder, and used by either the District or Vendor within the scope of this Contract (unless said infringement results directly from Vendor's compliance with District's written standards or specifications).**

11.3 Defense Counsel. In connection with any indemnification obligation in this Section 11, District, in its sole discretion shall have the right to approve or select defense counsel to be retained by Vendor in fulfilling its indemnity obligation hereunder, unless such right is expressly waived by District in writing. District reserves the right to provide a portion, or all of its own defense, at its own expense; however, District is under no obligation to do so. Any such action by District is not to be construed a waiver of Vendor's obligation to defend District or a waiver of Vendor's obligation to indemnify District pursuant to this Section. Vendor shall retain District-approved defense counsel within seven (7) business days of District's written notice that District is invoking its right to indemnification under this Contract. If Vendor fails to retain counsel within such time period, District shall have the right to retain defense counsel on its own behalf, and Vendor shall be responsible for all costs incurred by District until such time as the Vendor provides a defense.

11.4 Indemnity Survival. The provisions of this Section 11 are solely for the benefit of the parties hereto, and not intended to create or grant any rights, contractual or otherwise, to any other person or entity and the obligations herein shall survive the termination or expiration of this Contract.

12. **Work On School District Campuses.**

12.1 Notice Before Entry During School Hours and Decorum on District Campuses. Vendor acknowledges that work may be performed in connection with an educational facility that is currently

occupied and in use. It is imperative that Vendor's deliveries and/or performance of Services not interfere with, interrupt, disturb, or disrupt District's normal operations or facilities. During school hours, when entry is not made on an emergency basis, Vendor shall notify the District in advance and arrange an escort for Vendor's representative.

12.2 Compliance with Campus Rules. Vendor agrees to and shall comply with all rules, regulations and requirements of the District and the school campus on which work is to be performed, and shall take all steps necessary to protect and guard the safety of the employees, students and invitees of District. Vendor recognizes the ongoing school activities in proximity with its onsite activities shall result in the need for prompt and effective coordination of its Services with those involved in the ongoing use of the premises. The Vendor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Vendor shall be responsible for the actions of its employees and its subcontractors. The Vendor recognizes the site is a public-school campus, and will prohibit the possession or use of alcohol, controlled substances, tobacco, and any prohibited weapons on the site and shall require adequate dress of the Vendor's forces consistent with the nature of the work being performed.

13. **Criminal Background Checks.** Vendor shall comply at its sole expense with the requirements of Section 22.0834 of the Texas Education Code, "Criminal History Record Information Review of Certain Contract Employees," any applicable rule(s) adopted by the Texas Commissioner of Education, District Board Policy CH (Legal) and (Local), and other policies and administrative requirements relating to or arising from such statute and rule(s); shall ensure that no covered employee of Vendor or of any subcontractor [if authorized] with a disqualifying criminal history performs Services under the award at or for the District; and shall timely provide written certifications thereunder in such form and substance as requested by the District. Vendor understands that any failure to comply with the requirements of this Section may be grounds for termination of its Contract with the District.

14. Relationship. **This Contract does not constitute a joint venture or partnership of any kind between the parties hereto. In addition, the parties expressly understand and agree the provision of Goods and/or Services is and shall be considered independent contractor work performed by Vendor, using Vendor's own talents, contacts, tools, vehicles, and equipment, and that nothing in this Contract in any way creates an express or implied contract of employment between the District and Vendor. Vendor is not and shall not be an employee of the District for any purpose. Vendor is exclusively responsible for all administrative matters relating to its status hereunder or the Goods and/or Services, including without limitation, travel, lodging, and other expenses, any withholding and payment of all federal, state and local income taxes, FICA, FUTA, or other employment-related taxes, workers' compensation insurance, fringe benefit programs, or other benefits of any kind. Vendor represents that it is an independent contractor providing goods and/or services for hire similar to the Goods and/or Services to the general public, that it has full authority and capacity to enter into this Contract and provide the Goods and/or Services, and that execution or performance of this Contract by Vendor shall not violate any other agreement or covenant or any law.**

15. Federal Edgar Provisions. Vendor acknowledges in the event federal funds are used to fund the Goods and/or Services delivered under the Contract, Vendor will abide by all applicable federal laws, rules, and regulations, executive orders, and policies, procedures and directives applicable to the Contract, including but not limited to the following:

15.1 Contractual Remedies. Vendor agrees that it will comply with all administrative, contractual, legal remedies, sanctions, and penalties for violation or breach that are included in this Contract.

15.2 Wage and Hour Requirements. To the extent this Contract involves the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), which requires Vendor to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. This provision will

not apply to the District's purchases from Vendor of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

15.3 Clean Air Act and EPA. Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 -7671q) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387) and agrees to promptly notify the District of any violation.

15.4 Debarment and Suspension. Vendor has certified that neither the Vendor nor its principals were listed on the government-wide exclusions in the System for Award Management ("SAM") that neither the Vendor nor its principals are debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549 at the time this Contract was executed. Vendor further agrees on behalf of itself and its principals, to immediately provide written notification to the District if, at any time following execution of this Contract, Vendor or one of its principals learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances, or if Vendor or one of its principals is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Failure to notify the District of erroneous information within five (5) business days of change in circumstances shall be grounds for immediate termination, but termination of Vendor shall not be an election of remedy by the District.

15.5 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352. Vendor confirms its certification to the District that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of Vendor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. Vendor further certifies that if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Vendor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Vendor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., providing administrative remedies for false statements, apply to this certification and disclosure, and that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Finally, Vendor agrees that it will require the language of this certification be included in the award documents for all lower-tier contractors it hires, and that it will ensure all subcontractors make the same certification in connection with work done under the Contract. The certification in this Section is a material representation of fact upon which the District has placed its reliance.

15.6 Compliance with Mandatory Provisions of State Energy Conservation Plan. Vendor shall comply with the all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201), if any.

15.7 Compliance with Solid Waste Disposal Act. If the District purchased the same item or items from the Vendor under this Contract, which were purchased by the District during the preceding fiscal year, and the prior purchase exceeded $10,000, Vendor agrees that it will comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, where applicable, and

that it will provide information and certifications required by the District confirming estimates and otherwise evidencing such compliance.

15.8 Equal Employment Opportunity Clause. Vendor represents, warrants and certifies that, during the performance of the Contract:

A. it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination;

B. it will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin;

C. it will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Vendor's legal duty to furnish information;

D. it will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment;

E. it will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor;

F. it will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders;

G. in the event of Vendor's non-compliance with the nondiscrimination clauses of the Contract or with any of such rules, regulations, or orders, the Contract may be canceled, terminated or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law; and

H. it will include the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Vendor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event Vendor

becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Vendor may request the United States to enter into such litigation to protect its interests.

15.9 Termination for Convenience. Notwithstanding any provision to the contrary contained in this Contract, if federal funds are used to fund the purchase represented by this Contract, the District reserves the right to terminate this Contract for convenience. In such event, the District agrees it will be responsible for all legitimate charges with respect to periods prior to the termination.

16. **Miscellaneous.**

16.1 Assignment/Delegation. Without the prior written consent of the other party, no party shall have right or power to assign this Contract in whole or in part, or to delegate or sub-contract any duties hereunder in whole or part. Any attempted assignment or delegation by Vendor shall be wholly void and ineffective for all purposes unless made in the conformity with this paragraph.

16.2 Governing Law and Venue. **THIS CONTRACT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND IS PERFORMABLE IN EL PASO COUNTY, TEXAS.**

16.3 No Waiver of Immunity. The District reserves, and does not waive, its rights of sovereign/governmental immunity and similar rights, immunities and rights of its officials and employees, under the Texas Tort Claims Act. Nothing herein shall be a consent to suit.

16.4 No Third-Party Beneficiaries. This Contract, and every provision thereof, shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. No term or provision of this Contract shall benefit or obligate any person or entity not a party to it. The parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this Contract.

16.5 Context. Wherever the context shall require, the singular shall include the plural, and the male gender shall include the female gender and the neuter, and vice versa.

16.6 Attorney's Fees. In the event that either party brings an action to enforce or interpret any provision of this Contract, the prevailing party will be entitled to recover its costs and expenses including, without limitation, reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which it shall be entitled to receive, as determined by the trier of fact in such dispute.

16.7 Waiver. No waiver, change, modification or discharge by either party hereto of any provision of this Contract shall be deemed to have been made or shall be effective, unless expressed in writing and signed by the party to be charged. A waiver by either party of a breach of any of the terms, conditions, covenants or guarantees of this Contract shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either party to insist in any one or more cases upon the strict performance of any of the covenants of this Contract, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. No act or omission by a party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

16.8 Severability. Any provision, or part thereof, of this Contract held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Contract and the effect thereof shall be confined to the provision, or part thereof, so held to be invalid or unenforceable.

16.9 Time of Essence. Time is of the essence with respect to Vendor's obligations hereunder.

16.10 Public Records. Records relating to this Contract may be subject to disclosure pursuant to the Texas Public Information Act f/k/a Open Records Act, Section 552.001 et. seq. of the Texas Government Code. To the extent any of the Goods and/or Services under this Contract involve the exchange or creation of Public Information as defined by such Act, the Vendor shall make any such information, not otherwise

exempted from disclosure under such Act, available in writing and electronically in Microsoft Word, Microsoft Excel and or Adobe Acrobat.

16.11 Notices. All notices to a party under this Contract shall be provided by certified mail, return receipt requested, to the address set forth for the respective party beneath its signature block in this Contract, or such other address as later provided by a party through written notice to the other party.

16.12 Advertising. Vendor shall not advertise or publish, without the District's prior consent, the fact that the parties have entered into this Contract, except to the extent necessary to comply with proper requests for information from a representative of the federal, state, or local government.

16.13 Right to Audit and Records Access. The District, or its authorized representative (including Texas Education Agency and the Comptroller General), shall be given reasonable access to records and rights to perform audits by the District's own personnel and/or an outside firm of consultants/auditors, in order to investigate the District's claims, the Services, and/or evaluate the performance of the Vendor. The Vendor agrees to provide full cooperation during this process. Performance of these functions shall be conducted with proper notification per customary industry standards. Vendor agrees to maintain all required records and give the District, or its authorized representative, reasonable access to the records and rights to perform audits for five (5) years after the District makes final payment and all other pending matters are closed.

16.14 Israel Certification. Pursuant to Texas Government Code Chapter 2271, if this Contract is valued at $100,000 or more and if the Vendor has at least ten (10) full time employees, then the Vendor represents and warrants to the District that the Vendor does not boycott Israel and will not boycott Israel during the term of this Contract. Vendor means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. Vendor does not include a sole proprietorship.

16.15 Firearms Certification. The Vendor represents, warrants, and covenants to the District that the Vendor: (a) does not have any practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate against a firearm entity or firearm trade association during the term of this Contract. For purposes of this provision, the terms "firearm entity", "firearm trade association" and "discriminate against a firearm entity or a firearm trade association" shall have the same meaning as set forth in Government Code Section 2274.001 et. seq.

16.16 Energy Company Certification. The Vendor represents, warrants, and covenants to the District that the Vendor, within the meaning of Texas Government Code Sections 809.001 and 2276.001 et. seq., it: (a) does not boycott energy companies; and (b) will not boycott energy companies during the term of this Contract.

16.17 Terrorist Organizations Certification. The Vendor represents and warrants to the District that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization, as designated by the United States Secretary of State, under section 2252.153 of the Texas Government Code, or any list prepared and maintained under Sections 806.051 or 807.051 of the Texas Government Code.

16.18 Certain Foreign-Owned Companies Certification. The Vendor represents and warrants to the District that if under this Contract Vendor is granted direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes, under Section 2275.0102 of the Texas Government Code, that Vendor nor its parent company, or any affiliate of Vendor or its parent company, is (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (B) headquartered in China, Iran, North Korea, Russia, or a designated country.

16.19 Abortion Provider Certification. The Vendor represents and warrants to the District that Vendor is not an abortion provider or an affiliate of an abortion provider as defined under Section 2273.001 under the Texas Government Code and pursuant to Chapter 2273 of the Texas Government Code.

16.20 Website Accessibility Compliance. Vendor warrants to the extent applicable that it will comply and provide access to District's electronic information, including the District's website, for individuals with disabilities in accordance with all applicable laws, including but not limited to the American's with Disabilities Act ("ADA"). The Vendor acknowledges and understands that Section 504 of the Rehabilitation Act and Title II of the Americans with Disabilities Act require that individuals with disabilities seeking information or services from the District must have access to and use of information and data that is comparable to the access and use by any other member of the public who are not individuals with disabilities and this requirement extends to any and all web-based services, applications, or other technology that is acquired, contracted, or otherwise made available by the District to its students, staff, and/or community members. Vendor further warrants that any web-based services, applications, or other technology that is acquired, contracted, or otherwise made available by the District to its students, staff, and/or community members meets or exceeds the Web Content Accessibility Guidelines (WCAG) version 2.2, level AA criteria. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. Vendor further agrees to indemnify and hold harmless District from any claims arising out of Vendor's failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach of this Contract.

16.21 No Conflict. Vendor represents and warrants to the District that no individual serving on the District's Board of Trustee's: (a) has a substantial interest in Vendor or in a subcontractor of Vendor; (b) is related in the second degree by consanguinity or affinity, as determined by Chapter 573 of the Texas Government Code to, an individual who has a substantial interest in Vendor or in a subcontractor of Vendor; or (c) has received or been promised a gift or in-kind services of more than $250 in connection with this Contract or award thereof. For purpose of this paragraph, an individual has a substantial interest in Vendor [or subcontractor of Vendor, as applicable] if: (i) the individual owns more than 10% of the voting interest in Vendor [or subcontractor of Vendor, as applicable], or (ii) the individual has a direct or indirect participating interest by shares, stock, or otherwise, regardless of whether voting rights are included, of more than 10% of the profit, proceeds, or capital gains of Vendor [or subcontractor of Vendor, as applicable].

16.22 Non-Abuse. Vendor represents, covenants, and warrants to the District that, as a service provider to the District within the meaning of Section 22A.001 of the Texas Education Code, no individual employed by or working for Vendor or any subcontractor of Vendor, who is expected to provide any services under this Agreement at facilities of the District, has ever been involved in any of the matters described in Section 22A.055(a)(1)-(5) of the Texas Education Code except as disclosed to the District prior to execution of this Agreement by a document entitled "Section 22A.055 Disclosure" or in the affidavit described in the next sentence. Vendor has executed and delivered to the District a pre-service affidavit as described in Section 22A.055(a) of the Texas Education Code as well as consents for release of employment records by any individual employed by or working for Vendor who is expected to provide any services under this Contract at facilities of the District.

16.23 Prohibition on Diversity, Equity, and Inclusion. Except as required by state and federal law, Vendor represents, covenants, and warrants to the District that, as a contractor to the District within the meaning of Section 11.005 of the Texas Education Code, Vendor will not engage in diversity, equity, and inclusion duties at, for, or on behalf of the District. Vendor Acknowledges that Vendor has received a physical and electronic copy of the policy and procedure described in Section 11.005(c) of the Texas Education Code. District Board Policy CJ (Legal) and (Local).

16.24 E-Signatures. This Contract may be executed in two or more counterparts, each of which are deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Contract transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves

the original graphic and pictorial appearance of the Contract, have the same effect as physical delivery of the paper document bearing the original signature.

16.25 Entire Contract/Modification. **THIS CONTRACT IS THE FINAL, COMPLETE, AND ENTIRE CONTRACT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER AND SUPERSEDES ALL PRIOR COMMUNICATIONS, ORAL OR WRITTEN, BETWEEN THE PARTIES RELATING TO MATTERS HEREIN. THIS CONTRACT MAY BE MODIFIED OR RESCINDED ONLY BY A WRITTEN INSTRUMENT SIGNED BY BOTH PARTIES TO THE CONTRACT BY AND THROUGH THEIR DULY AUTHORIZED AGENTS. Changes to this Contract may only be made by mutual written agreement of the parties, which must contain the authorized signature of the District's Superintendent or the President of the District's Board of Trustees.** No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. In the event of any conflict between this Contract and the General Terms and Conditions of the contract attached to the Solicitation Document, the terms of this Contract shall control.

[Signatures on next page]

EXECUTED as of the 18 day of Sept, 2026.

EL PASO INDEPENDENT SCHOOL DISTRICT:

By: _____
Dr. Brian Lusk, Superintendent

APPROVED AS TO FORM:
/s/ Jeanne C. Collins (Signed with permission)

By: 9/21/2026 11:51:07 AM
Jeanne C. Collins, General Counsel

ADDRESS FOR NOTICE:

El Paso Independent School District
Attn: Superintendent
1014 N. Stanton Street
El Paso, Texas 79902

With Copy to:
General Counsel
El Paso Independent School District
1014 N. Stanton Street
El Paso, Texas 79902

CYBERSOFT TECHNOLOGIES, INC.:

By: Bhar Patel
Bhaskar Patel, Chief Executive Officer

ADDRESS FOR NOTICE:
4422 Cypress Creek Parkway, Suite 400
Houston, TX 77068

EXHIBIT "A"
Goods to Be Delivered and Pricing

If Delivery By Unit Pricing:

INITIAL TERM:

SOFTWARE

On-Premise Software

PrimeroEdge Software	Quantity	Unit Price	Total Price
POS – Per Site	69	$1,995	$137,655
Student Eligibility – Per District	1	$9,995	$9,995
Inventory – Per Site	69	$995	$68,655
Menu Planning – Per District	1	$4,995	$4,995
Production – Per Site	69	$495	$34,155
Financials – Per Site	69	$495	$34,155
		Software Cost	$289,610
		Discount	($57,922)
		Additional Discount	(14,480)
		On-Premise Software Total	$217,208

Annual Subscription Software

PrimeroEdge Software	Quantity	Unit Price	Total Price
SchoolCafé Online Payments – Per District	1	$0	$0
SchoolCafé Online Applications – Per Site	69	$0	$0
SchoolCafé Online Menus – Per Site	69	$195	$13,455
Insights – Per Site	69	$295	$20,355
		Annual Subscription Software Cost	$33,810
		2026-2027 School Year Cost	$0

SERVICES

Implementation and Training Cost

Description	Quantity	Unit Price	Total Price
Server Software Configuration & Interface Setup	1	$4,995	$4,995
Project Management – Per Month	5	$2,995	$14,975
Online Training – Per Hour	40	$195	$7,800
Onsite Training – Per Hour	4	$1,995	$7,980
		Services Total	$35,750

GRAND TOTAL FOR INITIAL TERM: $252,958.00

RENEWAL (If Exercised at District's Discretion):

Annual Cost Beginning School Year 2027-2028

PrimeroEdge Software	Quantity	Unit Price	Total Price
Annual Software Support (Toll-free phone, remote assistance and updates) – Per Year	1	$43,442	$43,442
Annual Subscription Software – Per Year	1	$33,810	$33,810
		Total	$77,252

Other Description of Goods To Be Delivered: See Exhibit "B".

EXHIBIT "B"
Scope of Services and Deliverables

Scope of Services:

Place(s) of Provision of Services:
District-wide at schools and other locations as directed by the District

Date(s)/Period of Provision of Services:
Initial Term: November 1, 2026, - October 31, 2027
First Optional Renewal if exercised at District's discretion: November 1, 2027 -October 31, 2028
Second Optional Renewal if exercised at District's discretion: November 1, 2028 -October 31, 2029
Third Optional Renewal if exercised at District's discretion: November 1, 2029 -October 31, 2030
Fourth Optional Renewal if exercised at District's discretion: November 1, 2030 -October 31, 2031

Description of Services:
Vendor will provide District with a comprehensive software for the Food and Nutrition Services Point of Sale (POS) system to support meal program operations across 69 District campuses.

The system shall provide full integration of federal and state meal program requirements, streamline payment processing, enhance nutritional transparency, and optimize both front-of-house and back-of-house food service operations. The solution will ensure complete compliance with Texas Department of Agriculture (TDA) and United Stated Department of Agriculture (USDA) regulations while supporting multiple federal meal programs and provisions.

Furthermore, for an additional description of the Goods and Services to be provided by Vendor under this Contract, the parties incorporate Pages 19 through 49 of the Response to: El Paso ISD, Point of Sale System, Child Nutrition Department, RFP 26-027, dated April 1, 2026.

Deliverables:

Report or Other Deliverable	Expected Delivery Date
Comprehensive Software and Services for Food and Nutrition Services Point of Sale (POS) system	November 1, 2026
1st Renewal if Exercised: Annual Software Support and Annual Subscription Software	November 1, 2027
2nd Renewal if Exercised: Annual Software Support and Annual Subscription Software	November 1, 2028
3rd Renewal if Exercised: Annual Software Support and Annual Subscription Software	November 1, 2029
4th Renewal if Exercised: Annual Software Support and Annual Subscription Software	November 1, 2030

EXHIBIT "C"
Compensation

Compensation [mark/complete one or more as applicable]:

N/A $_____ (Lump Sum/Fixed Price)

N/A Payable at completion.

N/A Quarterly Payments of $_____ beginning _____.

N/A Payable as follows:

$_____on _____

$_____on _____

$_____on _____

N/A $_____ per _____, (with a not to exceed cap of $_____)

N/A $_____ per hour, (with not to exceed cap of $_____, based on rates below) payable monthly based upon hours and types of Goods and Services provided and documented in invoice.

X Other [please explain]: District will pay $252,958.00 within 30 days after receipt of invoice and after satisfactory delivery and/or activation of all Goods and Services.

First Optional Renewal if exercised at District's discretion for November 1, 2027 -October 31, 2028: $77,252.00
Second Optional Renewal if exercised at District's discretion for November 1, 2028 -October 31, 2029: $77,252.00
Third Optional Renewal if exercised at District's discretion for November 1, 2029 -October 31, 2030: $77,252.00
Fourth Optional Renewal if exercised at District's discretion for November 1, 2030 -October 31, 2031: $77,252.00

Expenses: [Description]: N/A

Total Compensation for Goods and Services Permitted under this Contract: Initial Term: $252,958.00 (First Optional Renewal: $77,252.00; Second Optional Renewal: $77,252.00; Third Optional Renewal: $77,252.00; and Fourth Optional Renewal: $77,252.00)

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE EFFECTIVENESS OF THIS CONTRACT IS CONDITIONED UPON THE COMPENSATION FOR THE INITIAL TERM AND ANY RENEWAL TERM BEING PROPERLY AND FULLY BUDGETED BY THE DISTRICT BOARD OF TRUSTEES IN THE 2026-2027 FISCAL YEAR BUDGET, AND ANY SUBSEQUENT BUDGET THEREAFTER, FOR RENEWAL TERMS, WITH APPROVAL BY

THE DISTRICT BOARD OF TRUSTEES AS APPLICABLE. FAILURE OF THIS CONDITION PRECEDENT TO BE MET, THIS CONTRACT IS VOID.

THIS CONTRACT IS ALSO CONTINGENT UPON ITS UNDERLYING PROCUREMENT (EPISD RFP #26-027 ADDENDUM 2 FNS SOFTWARE POINT OF SALE SYSTEM) BEING VALID FOR THE CONTRACT TERM AND DISTRICT HAVING THE BENEFIT OF BETTER PRICING AS AVAILABLE DURING THE CONTRACT TERM.

EXHIBIT "D"
DATA SHARING AGREEMENT

This Data Sharing Agreement (the "Agreement") is incorporated to this Contract and is agreed to by Vendor.

1. DEFINITION, USE, AND TREATMENT OF DATA.

   A. "Data" shall mean all student data, metadata, user content, course content, materials, and any and all data and information relating to the District, its business and educational practices, its intellectual property, or data relating to any of its employees, directly or indirectly provided by the District, or any end user(s) or contractor thereof, to or collected by Vendor. "Data" specifically includes all personally identifiable information in education records, directory data, and other non-public information. The District shall not be obligated to provide any Data except as expressly stated on Exhibit "D-1", attached hereto and incorporated. "Services" shall mean the services Vendor will provide to or for the benefit of the District as described in this Contract.

   B. The District owns and retains all rights, title, and interest to, or has appropriate possessory rights in, Data. Vendor makes no claim of license, title, or ownership to or in the Data.

   C. All Data shall at all times be treated as confidential by Vendor and shall not be copied, mined, stored, or used by Vendor for any purpose not related to providing the Services to or for the District. The Data shall not be disclosed by Vendor to any third party except as provided by law and with the express, specific prior written consent of the District. As outlined in more detail below, Vendor acknowledges that personally identifiable information is protected against disclosure by applicable Federal and state statutes and regulations, and Vendor agrees to comply with said statutes and regulations.

   D. The Data is being provided and/or collected on an AS IS basis and the District does not make and Vendor does not rely upon, any express or implied representation, warranty or guarantee as to the accuracy or completeness thereof.

2. PURPOSE, SCOPE, AND DURATION.

   A. For Vendor to provide the Services to the District it may become necessary for the District to share certain Data related to the District's students, employees, business practices, and/or intellectual property.

   B. The Parties acknowledge that the District is subject to the Family Educational Rights and Privacy Act (20 U.S.C. 1232(g)) ("FERPA"), which federal law and supporting regulations generally address certain obligations of an educational agency or institution that receives federal funds regarding disclosure of personally identifiable information in education records. The Parties agree the Data is being provided to and/or collected as part of the Services performed by Vendor on behalf of the District, and Vendor agrees not to permit identification of parents and students by individuals other than representatives that have legitimate interests in the information. Vendor is a "school official" under FERPA and has a legitimate educational interest in personally identifiable information from education records because Vendor: (1) provides a service or function for which the District would otherwise use employees; (2) is under the direct control of the District with respect to the use and maintenance of education records; and (3) is subject to the requirements of FERPA governing the use and redisclosure of personally identifiable information from education records.

C. The Parties further acknowledge that Vendor is subject to Texas Education Code, Section 44.034; and may be subject to Subchapter D to Chapter 32 of the Texas Education Code, which protects and restricts use of certain student information, to the extent that it applies to the Data.

D. The Parties expect and anticipate that Vendor may receive personally identifiable information in education records from the District only as an incident of the Services. Vendor shall be permitted to use any such personally identifiable information in education records as a function of performing the Services. Vendor represents it shall not use or further disclose any personally identifiable information in education records other than as a function of performing the Services.

E. This Agreement becomes effective immediately upon the date of execution of this Contract and shall remain in effect during the time that Vendor provides the Services.

F. At the conclusion of this Agreement and Contract and if and when the Data is no longer needed or to be retained regarding the Services, Vendor agrees, at its expense, to promptly destroy or transfer to the District all Data that Vendor may have in its possession. Vendor will confirm in writing to the District when such action has been completed.

G. Vendor shall comply with all applicable laws in performance of the Services and in collection, use, maintenance, disclosure, or other handling of the Data, all consistent with this Contract, and shall impose by contract the requirements described in this Agreement to all contractors (if authorized) used by Vendor for performance of Services.

3. DATA COLLECTION. Vendor will only collect Data necessary to perform the Services.

4. DATA USE. Vendor will use and retain Data only for the purpose of fulfilling the Services.

5. MARKETING AND ADVERTISING PROHIBITED. Vendor shall not use any Data to advertise or market to students, their parents, District employees or officials, or others.

6. SECURITY CONTROLS. Vendor shall take all reasonable measures to store and process Data. This includes implementing appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure and use. Vendor shall store the Data in accordance with applicable laws and industry best practices.

7. NOTIFICATION OF DATA BREACH.

A. When Vendor becomes aware of a disclosure or security breach concerning any Data, Vendor shall immediately notify the District and take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible and to satisfy legal requirements relating to or arising from such breach.

B. The Parties agree any breach of the privacy and/or confidentiality obligation set forth in the Agreement may, at the District's discretion, result in the District immediately terminating this Agreement.

8. TERMINATION. The District may terminate this Agreement at any time at its discretion upon written notification to Vendor. In the event of such termination, Vendor shall destroy or transfer Data pursuant to Section 2.F. herein.

9. SEVERABILITY. The provisions of this Agreement are severable. If a court of competent

jurisdiction determines that any portion of this Agreement is invalid or unenforceable, the court's ruling will not affect the validity or enforceability of the other provisions of the Agreement.

10. ENTIRE AGREEMENT, APPLICABLE LAW, AND VENUE. **THIS AGREEMENT, ALONG WITH THIS CONTRACT, STATES THE FINAL AND ENTIRE AGREEMENT BETWEEN VENDOR AND THE DISTRICT WITH RESPECT TO ITS SUBJECT MATTER AND SUPERSEDES ANY PREVIOUS AND CONTEMPORANEOUS OR ORAL REPRESENTATIONS, STATEMENTS, NEGOTIATIONS, OR AGREEMENTS. THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE STATE OF TEXAS. VENUE SHALL LIE IN EL PASO COUNTY, TEXAS, FOR ANY DISPUTE ARISING OUT OF THIS AGREEMENT.**

EXHIBIT "D-1"

DATA COLLECTED

Category of Data	Elements
Application of Technology Meta Data	IP Addresses of users, use of cookies, etc.
Application of Use Statistics	Met data on user interaction with application
Demographics	Date of Birth
	Gender
	Ethnicity or race
	Language information (native, or primary language spoken by student)
Enrollment	Student school enrollment
	Student grade level
	Homeroom
Parent/Guardian Contact Information	Address
	Email
	Phone
Parent/Guardian Contact Name	First and/or Last
Special Indicator	Low income status
	Medical alerts/health data
Student Contact Information	Address
	Email
	Phone
Student Identifiers	Local (School district) ID number
	State ID number
Student Name	First and/or Last
Other	Imported student photos

Approval of FNS Software Point of Sale System, RFP #26-027

The Request for Proposal (RFP) is one (1) of seven (7) approved purchasing methods allowed under the Texas Education Code, Section 44.031, and Section 17 of the Texas Department of Agriculture's (TDA) Administrative Reference Manual (ARM) is an appropriate method of procurement. The specifications and scope of work for RFP #26-027 for FNS Software Point of Sale System were created collaboratively between the Procurement & School Resources and Food & Nutrition Services (FNS) departments to provide a comprehensive Point of Sale (POS) software solution that supports and enhances meal program operations throughout the District.

The District requested proposals for a comprehensive software for the Food and Nutrition Point of Sale (POS) system to support meal program operations across sixty-nine (69) campuses. The system will be owned and housed by District with on-premise deployment options, with service and maintenance completed by the Vendor. It will provide full integration of federal and state meal program requirements, streamline payment processing, enhance nutritional transparency, and optimize both front-of-house and back-of-house food service operations. The solution ensures complete compliance with Texas Department of Agriculture (TDA) and United States Department of Agriculture (USDA) regulations while supporting multiple federal meal programs and provisions.

The RFP was advertised in the El Paso Times newspaper for two (2) consecutive weeks and posted on the District's eBid system. Notifications were sent to seven hundred thirty-two (732) registered vendors through the District's eBid system. Twenty (20) vendors viewed the specifications from the eBid system, eight (8) vendors submitted a No Bid response, and six (6) vendors responded.

The evaluation committee consisted of Ms. Laura E. Eggemeyer, Director Food and Nutrition Services; Mr. Daniel Carrasco, Assistant Director Food & Nutrition Service (FNS) Information System; Ms. Stephanie Alvarez, Assistant Director Food and Nutrition Services; Ms. Blanka Chavez, Supervisor Food Services; Ms. Adrian E. Kamath, Supervisor Food Services; Ms. Edna G. Palacios, Supervisor Food Services; Ms. Virna L. Rey, Supervisor Food Services; and Mr. Victor Armendariz, Manager IT Program Projects. Ms.Sandra Burciaga-Velez, Buyer Food and Nutrition Services, acted as facilitator and moderator of the evaluation process. The evaluation committee met to review and evaluate a total of six (6) vendor demonstrations between April 10, 2026, and April 15, 2026. All proposals received in response to the RFP were reviewed and evaluated. Based on the initial scoring results, the two (2) highest-ranked proposers were selected to participate in the Best and Final Offer (BAFO) process. Following evaluation of the BAFO submissions, the highest-ranked proposer was determined to provide the best overall value to the District based on demonstrated service capabilities, competitive pricing, and a thorough understanding of the District's operational requirements.

The "Bidder's Preference Law" did not affect the award.

Budgeted Federal Funds will be used to support this purchase

RECOMMENDATION: It is recommended that the Board approve the award of FNS Software Point of Sale System, RFP #26-027, to Cybersoft Technologies, Inc. in the amount of $252,958.00, with the option to extend for four (4) additional years, one (1) year at a time, as presented.

Respectfully submitted,

Stephanie Ponce

Ms. Stephanie Ponce
Director Procurement & School Resources

Attachments: Copy of Recommendation Memo
Copy of Recommended Vendor 1295 Form
Copy of Executive Summary Backup Info
Copy of Scope of Work
Copy of Scoring Summary

PROCUREMENT & SCHOOL RESOURCES
EL PASO ISD
it starts with us

DEPARTMENT SOLICITATION RECOMMENDATION MEMO

TO: Haydee Peña
Executive Director, Procurement & School Resources

FROM: Laura E. Eggemeyer, RDN
Director, Food and nutrition Services

DATE: June 23, 2026

SOLICITATION: ***RFP 26-027***
FNS Software Point of Sale System

Description of Goods and/or Services:

A Request for Proposal (RFP) was issued to procure a comprehensive software for the Food and Nutrition Point of Sale (POS) system to support meal program operations across all campuses.

Recommended Vendor(s):

Cybersoft Technologies, Inc.

Rationale for Award:

The evaluation committee reviewed and scored all proposals received in response to the RFP. Based on the initial evaluation results, two proposers were selected to participate in the Best and Final Offer (BAFO) process. Following evaluation of the BAFO submissions, the highest-ranked proposer was determined to provide the best overall value to the District based on demonstrated service capabilities, competitive pricing, and a comprehensive understanding of the District's operational objectives.

The selected proposer's solution supports multiple federal and state meal program requirements, streamlines payment processing, enhances nutritional transparency, and optimizes both front-of-house and back-of-house food service operations, while ensuring full compliance with Texas Department of Agriculture (TDA) and United States Department of Agriculture (USDA) regulations.

Recommended Amount:

$ 252,958

Signature: Laura Eggemeyer

Email: leeggeme@episd.org

PROCUREMENT & SCHOOL RESOURCES
EL PASO ISD
it starts with us

EXECUTIVE SUMMARY

FNS Software Point of Sale System

RFP #26-027

Description of Items / Services:	El Paso Independent School District seeks to procure a comprehensive software for our Food and Nutrition Point of Sale (POS) system to support meal program operations across 69 campuses. The system shall be owned and house by El Paso ISD with on-premise deployment options and serviced and maintained by the vendor. The system shall provide full integration of federal and state meal program requirements, streamline payment processing, enhance nutritional transparency, and optimize both front-of-house and back-of-house food service operations. The solution must ensure complete compliance with Texas Department of Agriculture (TDA) and United States Department of Agriculture (USDA) regulations while supporting multiple federal meal programs and provisions.ent Description from Ionwave}
First Advertisement Date:	March 10, 2026
Second Advertisement Date:	March 17, 2026
Total Email Notifications Sent:	732
Ionwave Posting Date:	March 10, 2026
Pre-Bid Conference Date:	March 24, 2026
Response Due Date:	April 1, 2026
Total Days Bid Available:	Twenty-three (23)
Vendor Website Views:	Twenty (20)
Number of Bids Received:	Six (6)
Number of Late Bids Rejected:	Zero (0)
Contract Term:	Initial One (1) Year Term, Option to Renew Four (4) Additional Years
Total Award Amount:	$252,958.00

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1436584

Date Filed:
03/23/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Cybersoft Technologies, Inc.
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

El Paso ISD

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

FNS Software Point of Sale Sys
K-12 Child Nutrition Software (www.cybersoft.net)

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Shelly Jackowski, and my date of birth is 08-26-1976.

My address is 4422 Cypress Creek Pkwy Suite 400, Houston (city), TX (state), 77068 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 23 day of March (month), 20 26 (year).

Shelly Jackowski

Signature of authorized agent of contracting business entity
(Declarant)

Supplier Scoring Summary **26-027 Addendum 2 - FNS Software Point of Sale System - Scoring Round**

Supplier	Rank	Score	Purchase Price	Reputation	The Quality of the Vendor's Goods or Services	Meeting District's Needs	Long Term Costs	Relevant Factors
		100	25.00	5.00	15.00	20.00	20.00	15.00
Cybersoft Technologies, Inc	1	90.63	25.00	5.00	13.75	17.38	16.00	13.50
Heartland Payment Systems, LLC	2	86.14	22.00	5.00	12.38	17.25	16.13	13.38
Concourse Tech Inc.	3	73.63	21.00	3.00	10.75	14.88	13.75	10.25
Mr. Pull	4	57.89	14.00	3.00	9.88	11.38	11.25	8.38
		77.07	20.50	4.00	11.69	15.22	14.28	11.38

BAFO Supplier Scoring Summary **26-027 Addendum 2 - FNS Software Point of Sale System - BAFO Scoring Round**

Supplier	Rank	Score	BAFO Purchase Price	Reputation	The Quality of the Vendor's Goods or Services	Meeting District's Needs	Long Term Costs	Relevant Factors
		100	25.00	5.00	15.00	20.00	20.00	15.00
Cybersoft Technologies, Inc	1	90.63	25.00	5.00	13.75	17.38	16.00	13.50
Heartland Payment Systems, LLC	2	87.67	23.53	5.00	12.38	17.25	16.13	13.38
		89.15	24.27	5.00	13.07	17.32	16.07	13.44

26-027 Addendum 2

FNS Software Point of Sale System

Issue Date: 3/10/2026
Questions Deadline: 3/25/2026 11:00 AM (MT)
Response Deadline: 4/1/2026 02:00 PM (MT)

Contact Information

Contact: Sandra Burciaga-Velez Buyer, Food & Nutrition Ser
Address: 4900 Woodrow Bean Dr.
El Paso, TX 79924
Phone: (915) 230-2811
Email: smburcia@episd.org

Event Information

Number:	26-027 Addendum 2
Title:	FNS Software Point of Sale System
Type:	Request for Proposal
Issue Date:	3/10/2026
Question Deadline:	3/25/2026 11:00 AM (MT)
Response Deadline:	4/1/2026 02:00 PM (MT)
Notes:	El Paso Independent School District seeks to procure a comprehensive software for our Food and Nutrition Point of Sale (POS) system to support meal program operations across 69 campuses. The system shall be owned and house by El Paso ISD with on-premise deployment options and serviced and maintained by the vendor. The system shall provide full integration of federal and state meal program requirements, streamline payment processing, enhance nutritional transparency, and optimize both front-of-house and back-of-house food service operations. The solution must ensure complete compliance with Texas Department of Agriculture (TDA) and United States Department of Agriculture (USDA) regulations while supporting multiple federal meal programs and provisions.

Ship To Information

Contact: EPISD Procurement & School Resources
Address: 4900 Woodrow Bean Dr.
El Paso, TX 79924
Phone: (915) 230-3100
Email: bids@episd.org

Billing Information

Contact: Accounts Payable
Address: PO Box 20100
El Paso, TX 79998
Phone: (915) 230-2136
Email: accountspayable@episd.org

Bid Activities

Pre-Bid Informational Conference (Non-Mandatory) 3/24/2026 2:00:00 PM (MT)

A non-mandatory Pre-Bid Informational Conference will be held at 2:00 PM (MT) on Tuesday, March 24, 2026, at the following location:

El Paso Independent School District
Procurement & School Resources
4900 Woodrow Bean Drive
El Paso, TX 79924

Bid Attachments

Required Forms.pdf View Online

(REQUIRED) Complete and submit all included forms in the corresponding Response Attachments area.

Child Nutrition REQUIRED FORMS.pdf View Online

(REQUIRED) Complete and submit **ALL Child Nutrition Required Forms** in the corresponding **Response Attachments** area.

EDGAR_Certifications.pdf View Online

(REQUIRED) Complete and submit this form in the corresponding Response Attachments area.

CIP_Form_1295.pdf View Online

(REQUIRED) Complete and submit this form in the corresponding Response Attachments area.

Deviations_Form.pdf View Online

(REQUIRED) Complete and submit this form in the corresponding Response Attachments area only if you are identifying deviations to the sample vendor agreement or any of the general terms and conditions. (See Bid Attributes)

Vendor_Information.pdf View Online

(REQUIRED) Complete and submit this form in the corresponding Response Attachments area.

2024_W9_Form.pdf View Online

(REQUIRED) Complete Form W9 and submit in the corresponding Response Attachments area.

Questions for Suppliers.pdf View Online

(REQUIRED) Answer all questions and submit your responses in the corresponding Response Attachments area.

Certificate of Insurance Limits.pdf View Online

(REQUIRED) Upload a copy of your Certificate of Insurance with the limits identified within the bid documentation.

General_Terms_and_Conditions.pdf View Online

(REVIEW) Please review RFP General Terms and Conditions

RFP_Goods_and_Services_Requirements.pdf View Online

(REVIEW) Please review RFP Goods and Services Requirements

Data Sharing Agreement.pdf View Online

(REVIEW - SAMPLE ONLY) Please review contract sample and state any Deviations on the appropriate form. You are not required to fill out this agreement at this time. (See Bid Attributes)

Requested Attachments

Required Forms

(Attachment required)

Upload only the completed "Required Forms" documents here. Notarize forms where applicable.

Child Nutrition REQUIRED FORMS

(Attachment required)

Upload only the completed "Child Nutrition Required Forms" documents here. Notarize forms where applicable.

EDGAR Certification

(Attachment required)

Upload only the completed "EDGAR Certification" documents here.

CIP Form 1295

(Attachment required)

Upload only the completed "CIP Form 1295" documents here. All sections of the form must be completed and signed.

Deviations

(If Applicable) Upload only the completed "Deviations Form" document here.

Vendor Information

(Attachment required)

Upload only the completed "Vendor Information" documents here.

IRS W-9 Form

(Attachment required)

Upload the completed IRS W-9 form here.

QUESTIONS for Suppliers

(Attachment required)

Upload your responses to the "Questions for Suppliers" here.

Certificate of Insurance

(Attachment required)

Upload a copy of your certificate of insurance with the limits identified within the bid documentation.

Bid Attributes

1	**INTRODUCTION** The El Paso Independent School District is the pioneer of public education in the Paso del Norte region. With a history that spans more than 140 years, El Paso ISD is proud of our position as the springboard for generations of students to realize their dreams. We are committed to continuing to invest in innovation and to empowering and inspiring our students so they can thrive socially, emotionally, and academically. We are El Paso's district! Our organization's theory of action is anchored on our core values, mission, and vision. In partnership with our families and community, we seek to uphold the highest standards to provide inclusive and fair learning experiences that support the whole child. We accomplish this theory of action through whole child development, delivery of instructional excellence, fostering a transparent culture of excellence, and intentional equity designed to make EPISD a destination district. The El Paso Independent School District has approximately 48,000 students, 72 schools, and 8,000 employees.
2	**GENERAL INFORMATION - Background Information** This solicitation is being issued in accordance with the following procurement-related guidelines and regulations as required: • Texas Education Code, Section 44.031, Purchasing Contract • U.S. Code of Federal Regulations, sections 200.318–200.326 and 7 CFR, parts 210, 225, 226, and 250 • Texas Department of Agriculture's (TDA) "Administrator's Reference Manual," Sections 16, 17i , 17a, 17b, and 17c
3	**GENERAL INFORMATION - Solicitation Purpose** The El Paso Independent School District is seeking to procure a comprehensive software forour Food and Nutrition Point of Sale (POS) system to support meal programoperations across 69 campuses. The software system shall be owned and house by El Paso ISD with on-premise deploymentoptions and serviced and maintained by the vendor. The software system shall provide full integration of federal and state meal programrequirements, streamline payment processing, enhance nutritional transparency, andoptimize both front-of-house and back-of-house food service operations. The solution must ensure complete compliance with Texas Department of Agriculture(TDA) and United States Department of Agriculture (USDA) regulations whilesupporting multiple federal meal programs and provisions.

4	**NOTICES - Public Disclosure Proposal Information** Potential offerors should be aware that once a proposal is opened, all information contained therein will be available to the public unless the information is excepted from disclosure under the Texas Government Code pertaining to Public Information. The exception that allows the District to protect that information, if released, would give an advantage to a competitor or bidder. However, the exception does not apply after the bidding is complete and the contract has been awarded. Trade Secrets, commercial or financial background data, and privileged or confidential information may be excepted from public inspection. If any information in your offer qualifies for an exception because it falls into one of the categories, it should bemarked "CONFIDENTIAL," and the basis of your claim of confidentiality should be stated. Data so identified will be maintained as a protected record. Offerors who claim that information in a proposal should be protected from public disclosure after the contract award may be asked to support such a claim if the District receives a Public Information Act Request for the information and requests a determination by the Attorney General.

5 **NOTICES - Cone of Silence / Anti-Lobbying Policy**

The District's Cone of Silence/Anti-Lobbying Policy was adopted to ensure a fair and competitive proposing environment by preventing communication between District officials, employees, or representatives and parties involved in the proposing process that could create an unfair advantage to any party concerning the award of a District contract. This restriction extends to "thank you" letters, phone calls, emails, and any contact that results in the direct or indirect discussion of the solicitation and/or proposal submitted by the Vendor. This policy is intended to create a level playing field for all Vendors and ensure the integrity of the solicitation process. Any violation of this provision may disqualify the Vendor's response from consideration.

The Cone of Silence shall begin upon the development of the scope of work through the issuance of a request for information (RFI), request for qualification (RFQ), request for proposal (RFP), bid, or other competitive solicitation as defined in state law and shall officially end upon execution of an award by the Board and/or the execution of a negotiated contract, whichever represents the final act in the procurement process.

Regardless of the above time period, it shall not be acceptable for potential vendors to participate in discussions that determine the scope of work, strategic direction, technical specifications, or evaluation criteria of such projects.

The Cone of Silence shall apply to acquiring goods or services using the procurement methods identified in state law and renewal periods for contracts previously awarded by the Board of Trustees with renewal options.

Campaign contributions, gifts, donations, and any other items of value shall be prohibited between the parties defined above for any known contract under consideration during the cone of silence period.

The Cone of Silence/Anti-Lobbying Policy prohibits any communication or lobbying activities during the Cone of Silence period by any person, including but not limited to proposers, lobbyists or consultants of proposers, service providers, or potential vendors, and any of the following:

1. Any Board member, Superintendent, senior staff member, principal, department head, director, manager, or other District employee who influences the evaluation or selection process.
2. District Staff and Consultants, including any employee of the District, any person retained by the District as a Consultant on the project, or any person having participated in the development, design, or review of documents related to the project.
3. Members of the District's Evaluation Committee, whether District employees or outside experts appointed or selected by the District.

The Cone of Silence/Anti-Lobbying Policy does not apply to:

1. Communication with the District's Legal Services and Procurement Services staff. Such communications shall be limited to the purpose of obtaining clarification or information concerning the subject of solicitation or engaging in contract negotiations during any scheduled meeting.
2. Questions of process and procedure, including oral communications with the Executive Director of Procurement & School Resources or procurement staff assigned as the point of contact for the solicitation, provided the communications are strictly limited to matters of process or procedure already contained in the solicitation document. A minimum of ten days will be provided for questions during solicitation unless otherwise stated in the Solicitation Schedule of Events.
3. Pre-Proposal/Pre-Proposal Conferences, including oral communications at pre-proposal or pre-proposal conferences, oral presentations before selection committees, contract negotiations, and public presentations made to the District's Board of Trustees during a duly noticed public meeting.
4. Written communications to the Procurement staff member identified in the solicitation.
5. Conducting business on contracts previously executed and currently in force.

☐ Vendor will comply with the Cone of Silence Policy
(Required: Check if applicable)

6 NOTICES - Questions and Request for Clarification

If a Vendor doubts the meaning of any part of this solicitation, questions or requests for clarification may be submitted electronically via the District's E-Bid system. Verbal questions and explanations are not permitted. Interpretations, clarifications, and answers to questions shall be made only by written response to all Vendors via E-Bid message or other delivery form if prior arrangements are made. To meet the District's schedule, it is extremely important that requests for clarification or additional information be submitted in writing no later than the date identified within this solicitation. Questions submitted after this date may not elicit a response.

7 NOTICES - Schedule of Events

The following Schedule of Events represents the District's estimated timetable that will be followed in connection with this solicitation:

EVENTS	DATE AND/OR TIME
Issuance of Solicitation	Tuesday,March 20, 2026 10:00 AM MT
Site Visits *(If Applicable)*	N/A
Non Mandatory Pre-Proposal Informational Conference *(Attendance Highly Recommended)*	Tuesday, March 24, 2026 2:00 PM MT
Last Day for Proposers to Submit Written Questions *(Must submit through Ionwave)*	Wednesday, March 25, 2026 12:00 Noon MT
Answers to Questions Provided *(Posted through Ionwave)*	Thursday, March 26, 2026 12:00 Noon MT
Deadline for Submission of Proposals	Wednesday, April 1, 2026 2:00 PM MT
Evaluation of Proposals *(Approximate)*	April 2026
Interviews / Presentations *(If Applicable)*	April 2026
Negotiations *(If Applicable)*	April 2026
Contract Award Date *(Approximate)*	April 2026

NOTE - The District reserves the right, at its sole discretion, to adjust this Schedule of Events as it deems necessary. If changes are necessary, the District will communicate any adjustments in the form of an addendum or other communication issued through the Ionwave platform.

8 NOTICES - Solicitation Term (Initial and Optional Terms)

The term of this solicitation will be for one (1) year ("initial term") that will take effect upon the completion of the award process as determined by the District. The District shall have the option to extend the term of the solicitation for up to four (4) additional years ("optional terms") at its discretion. Renewal terms will be contingent upon satisfactory delivery of goods and/or services. Each renewal term shall be at the same contract price/discount established for the initial term unless otherwise approved by District.

All intent to terminate notifications for this agreement must be delivered via certified mail to the following:

El Paso Independent School District
Procurement & School Resources
Attn: Executive Director
(RFP #26-027) FNS Software Point of Sale System
4900 Woodrow Bean Dr.
El Paso, TX 79924

9	**NOTICES - Electronic Submittal** As permitted by law, Section 44.0313 of the Education Code, the District conducts non-construction solicitation transactions by electronic means (E-Bid System) to the extent possible. The E-Bid System is web-based, and the process requires vendor registration in order to use the system and provide an electronic response to this solicitation. The instructions for electronic filing can be accessed at: **https://www.episd.org/o/episd/page/new-e-bid-system-and-vendor-registration** If you need assistance with registering or accessing the information, you may contact the Procurement & School Resources Department at (915) 230-3100 for assistance. Vendors are responsible for ensuring that their proposal has been properly submitted. Failure to comply with the requirements of this solicitation, including the specific form of the submission required, may be grounds for disqualification of the proposal as "non-responsive." All proposals shall be submitted through the Ionwave platform or, in hard copy, by hand delivery, mail, or overnight carrier. The District will not accept proposals via facsimile or email.
10	**NOTICES - Hard Copy Pickup and Submission** If the Vendor does not have the means to submit a response electronically, the District will accept hard copy responses; however, the Vendor must register on the Ionwave platform in order to receive communications during the process. If the Vendor has no access to a computer system, the Vendor may contact the Procurement & School Resources Department at (915) 230-3100 for assistance in registering or obtaining responses from the system. Prospective Vendors may obtain a hard copy of this solicitation from the District's Procurement & School Resources Department, located at 4900 Woodrow Bean Dr., El Paso, Texas 79924, between the hours of 9:00 a.m. and 4:00 p.m. Please contact the Procurement & School Resources Department at (915) 230-3100 in advance of your visit to ensure that the hours have not changed and someone will be available to assist you. Hard copy responses must be submitted prior to the stated submission deadline. Responses shall be mailed or hand delivered to the following address in a sealed envelope or package: El Paso Independent School District Procurement & School Resources Department 4900 Woodrow Bean Dr. El Paso, TX 79924 The Vendor's name, return address, the solicitation name and number, and the opening date and time must be clearly marked on the submitted package. The Procurement & School Resources Department may open any unlabeled submittal to identify it properly. Vendors are required to identify their packages to protect the integrity of their proposals and to fully avail themselves of the evaluation and selection process. Hard copy responses may be modified, provided such modifications are sealed and received at the District's Procurement & School Resources Department prior to the stated solicitation submission deadline. Any proposal or modification received after the solicitation submission deadline shall not be accepted or considered.
11	**NOTICES - Proposal Delivery Responsibility** Proposals received at the Procurement & School Resources Department after the specified date and time will not be accepted. Package delivery services such as FedEx, UPS, etc., deliver packages addressed to the Procurement & School Resources Department directly to the department. U.S. Postal Service deliveries, including Express Mail, are delivered directly to the department. The offeror accepts all responsibility for providing its proposal to the address stated in this solicitation within the specified time, or the proposal will be considered non-responsive and mailed back unopened. If the envelopes do not reflect a return address, they will be opened for the sole purpose of obtaining the return address.

12	**NOTICES - Descriptive Literature** Descriptive literature, where applicable, containing the complete scope of services or other information sufficient for the District to determine compliance with the specifications must accompany each proposal. If a Vendor wishes to furnish additional information, more sheets may be added. The District is not responsible for locating or securing any information not identified in the offer and is reasonably available. The District will not be responsible for locating or securing information not included in the offer. In conducting its assessment, the District may use data provided by the Vendor and data obtained from other sources. Still, while the District may elect to consider data obtained from other sources, the burden of providing thorough and complete information rests with the Vendor.
13	**NOTICES - Proposal Documents, Supporting Literatature, and Related Data** Related data, where applicable, will be made part of the proposal. All proposal documents, literature, and related data submitted as an offer become the property of the El Paso Independent School District.
14	**NOTICES - Proposal Preparation Cost** This solicitation does not commit the El Paso Independent School District to pay any costs incurred in preparing and submitting the proposal or to contract for the services specified. This solicitation is not to be construed as a contract or a commitment of any kind, nor does it commit the District to pay for any costs incurred in the preparation of a formal presentation, or for any costs incurred prior to the execution of a formal contract.
15	**NOTICES - Contract Performance** The Vendor shall be responsible for the completion of all work set out in any potential contract and task orders. All work is subject to inspection, evaluation, and acceptance by the District. The El Paso Independent School District may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract terms and conditions.
16	**NOTICES - Notification of Proposal Award** All awards are made by the Board of Trustees or the Administration of the El Paso Independent School District in accordance with District policy. All agendas for meetings of the District's Board of Trustees are posted on the District's website and available to the public. Information may be accessed at: https://www.episd.org/page/board-meeting-agendasmaterials-new Additionally, notifications of awards are sent to both awarded and non-awarded respondents via the District's Ionwave platform.
17	**NOTICES - Acceptance or Rejection of Proposals** The District reserves the right to accept or reject any or all proposals, to waive all minor technicalities and formalities, and to accept the proposal determined to be the most advantageous to the District. Additionally, the District may accept a proposal subject to an exception if, in its sole judgment, the proposal meets or exceeds the District's specifications. In evaluating responses, the District is not required to select the response based solely on the lowest pricing and will consider the criteria set out in the Texas Education Code, Section 44.031(b), and any other factors specifically set out in this solicitation.

18

NOTICES - Solicitation Protest Procedures

A protest may be submitted in writing during the solicitation process when the aggrieved vendor knows or should have known the factors giving rise to a protest or within five (5) business days after the bid due date.

A written formal protest must contain a minimum of the following:

- The solicitation number and title of the solicitation.
- Specific identification of the statutory or regulatory provision(s) that the procurement staff member or department allegedly violated.
- A specific description of each act alleged to have violated the statutory or regulatory provision(s) identified above.
- A statement of the relevant facts that includes timelines and involved parties.
- Identify the issues that need to be resolved to support the protest.
- Protest should be emailed to the procurement staff member responsible for the bid, with the subject line stating “Dispute/Protest and Bid/CSP/RFP name and number.”

The Executive Director of the Procurement & School Resources Department shall:

- Contact the involved department and inform them of the vendor protest.
- Gather information and prepare documentation for the Chief Financial Officer, outlining the solicitation, evaluation, and award of the solicitation.
- Inform the involved department on the vendor protest's progress and/or outcome.

The Procurement & School Resources Department shall promptly issue a written decision if the protest is not resolved by mutual agreement. The decision shall consist of the following:

- The reasons for the action taken will be determined and sent to the aggrieved vendor.
- A copy of the decision shall be immediately forwarded to the vendor and any other party intervening.
- All decisions will be based on “best value” for the District.
- A decision shall be final and conclusive.
- All vendor protest documentation shall be filed with Procurement & School Resources in the respective bid file.

19

NOTICES - Price Adjustments

Adjustments may not exceed 25% of the total price awarded throughout the duration of the contract. Requests from vendor for Economic Adjustments must be submitted on company letterhead no less than 60 (sixty) days prior to request for adjustment to take effect, original signature in blue ink, reason for request and include letter from manufacturer indicating the adjustment. Adjustments will be verified by an appropriate Producer Price Index (PPI) and/or Consumer Price Index (CPI) published by the U.S. Department of Labor, Bureau of Labor Statistics, and adjustments will be calculated based on the latest six (6) months of data available in the month preceding the effective date of the price adjustments. Adjustments are subject to District approval.

All requests for price adjustments must be sent to:

El Paso Independent School District
Procurement and School Resources
Attn: Executive Director
(RFP #26-027) FNS Software Point of Sale System
4900 Woodrow Bean Dr.
El Paso, TX 79924

20 **NOTICES - Additional Goods and/or Services**

During the Term of a Contract awarded under this solicitation, additional goods/services not included in the original solicitation list and resulting awarded contract may become necessary and benefit El Paso ISD. Vendor and El Paso ISD agree that the aggregate value of added purchases during each year of the Contract (if renewed) shall not exceed 25% (10% for federally funded purchases) of the estimated total value of the Contract. The total value of the Contract must be agreed upon, and the dollar value listed inthe Contract and each renewal term of the Contract (if any). For purposes of this section, the total value of the Contract includes all contracts awarded because of the procurement solicitation to all vendors. For the initial Term of a Contract awarded under this solicitation, Vendor and El Paso ISD agree that the total value of the Contract shall be as stated on the award. Additions of new products may be included in the awarded Contract list during the renewal of the Contract through an amendment to the Contract, and the total Contract value adjusted accordingly. For each renewal term of the Contract, the total actual value of the Contract in the preceding year and the additional new product(s) made during that Term will be the basis for determining the maximum dollar amount (not to exceed 25%) of the additional new product(s) that will be allowed during the next Contract renewal term. Material change means a modification that exceeds and/or alters the terms of the original contract between EPISD and the Vendor, exceeding 25% of the contract value.

21 **SCOPE OF WORK - Background Information**

The mission is to provide nutrition education and healthy food to fuel successful learning. Food and Nutrittion Services is responsible for managing food and nutrition services of the District while adhering to the USDA regulations. Under the terms of the USDA Agreement, the District agrees to serve lunch and breakfast that meet meal requirements; provide free and reduced price meals to eligible children; provide meals to all children without regard to race, color, national origin, sex, age or disability; accept and use USDA commodities; and operate on a nonprofit basis.

☐ Read and Understood
(Required: Check if applicable)

22 **SCOPE OF WORK - Objectives**

A software Point of Sale (POS) system to support meal program operations across 69 campuses. The software system shall provide full integration of federal and state meal program requirements, streamline payment processing, enhance nutritional transparency, and optimize both front-of-house and back-of-house food service operations.

☐ Read and Understood
(Required: Check if applicable)

23 **SCOPE OF WORK - General Requirements**

The software system shall be owned and house by El Paso ISD with on-premise deployment options and serviced and maintained by the vendor.

The software system shall provide full integration of federal and state meal program requirements, streamline payment processing, enhance nutritional transparency, and optimize both front-of-house and back-of-house food service operations. The solution must ensure complete compliance with Texas Department of Agriculture(TDA) and United States Department of Agriculture (USDA) regulations while supporting multiple federal meal programs and provisions.

*Full Requirements outlined within Bid Line Items.

☐ Read and Understood
(Required: Check if applicable)

24 **PROPOSAL INFORMATION - Name of Company Contact**

Please list the name of the contact person that the District may call regarding this bid. The contact person will be the liaison between the District and your organization. This should be the person who will answer questions regarding the bid submittal and questions about purchases and purchase orders.

_____

_____

_____

(Required: Maximum 1000 characters allowed)

25 **PROPOSAL INFORMATION - Company Contact Email**

Please list the email address of the company contact person that the District would be emailing regarding this bid and to whom questions about purchases and purchase orders should be addressed.

(Required: Email address)

26 **PROPOSAL INFORMATION - Principal Place of Business**

Pursuant to the Texas Government Code, Chapter 2252, Subchapter A, it is necessary for the District to determine the residency of its vendors. In part, this law reads as follows:

- Section 2252.001: 'Nonresident bidder' refers to a person who is not a resident. 'Resident bidder' refers to a person whose principla place of business is in this state, including a vendor whose ultimate parent company or marjority owner has their principal place of business in this state.
- Section 2252.002: A governmental entity may not award a governmental contract to a 'nonresident bidder' unless the nonresident underbids the lowest bid submitted by a responsible 'resident bidder' by an amount that is not less than the amount by which a 'resident bidder' would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

Please indicate your principal place of business (State).

☐ Alabama ☐ Alaska ☐ Arizona ☐ Arkansas ☐ California ☐ Colorado ☐ Connecticut
☐ Delaware ☐ Florida ☐ Georgia ☐ Hawaii ☐ Idaho ☐ Illinois ☐ Indiana ☐ Iowa ☐ Kansas
☐ Kentucky ☐ Louisiana ☐ Maine ☐ Maryland ☐ Massachusetts ☐ Michigan ☐ Minnesota
☐ Mississippi ☐ Missouri ☐ Montana ☐ Nebraska ☐ Nevada ☐ New Hampshire ☐ New Jersey
☐ New Mexico ☐ New York ☐ North Carolina ☐ North Dakota ☐ Ohio ☐ Oklahoma ☐ Oregon
☐ Pennsylvania ☐ Rhode Island ☐ South Carolina ☐ South Dakota ☐ Tennessee ☐ Texas
☐ Utah ☐ Vermont ☐ Virginia ☐ Washington ☐ Washington, D.C. ☐ West Virginia ☐ Wisconsin
☐ Wyoming ☐ Other

(Required: Check only one)

27 **PROPOSAL INFORMATION - Authorized Signatory**

Please provide the NAME and TITLE of the company representative identified as an authorized signatory for any potential contract documents associated with this solicitation.

(Required: Maximum 1000 characters allowed)

28

PROPOSAL INFORMATION - References

Provide information regarding three (3) school district clients, other than the El Paso ISD, to whom you have provided similar goods or services to the ones requested in this solicitation or with whom you have worked on projects of similar size and scope to the one for which services are requested in this solicitation. It is preferred that the references are from school districts similar in size to the El Paso ISD. El Paso ISD has an approximate student enrollment of 48,000 students.

For each reference, provide the following information:

1. Reference Name
2. Entity Name and Address
3. Telephone Number
4. Email Address

References may be contacted regarding the quality of your service and your qualifications. Please ensure that the reference point of contact is responsive. Points will be deducted for non-responsive references.

(Required: Maximum 4000 characters allowed)

29

EVALUATION - Criteria and Factors

The District reserves the right to award the Vendor offering the best value, and not necessarily to the Vendor proposing the lowest price, and reserves the right to accept or reject any or all Proposals and waive any formalities. It is not the policy of the District to purchase on the basis of lowest price proposals alone. In evaluating proposals submitted, the District will consider the criteria set out in the Texas Education Code, Section 44.031(b), including the following:

EVALUATION CRITERION	MAXIMUM POINTS
1. Purchase Price	25
2. Reputation	5
3. Quality	15
4. Meeting the District's Needs	20
5. Long-Term Costs	20
6. Historically Underutilized Business	XX
7. Principal Place of Business	XX
8. Other Relevant Factors	15
Total Points Available	**100**

CRITERION DESCRIPTION

1. PURCHASE PRICE (25 POINTS)
Includes all costs associed with obtaining the goods and/or services associated with this solicitation.

2. REPUTATION (5 POINTS)
Includes the reputation of the Vendor and the goods and/or services included in their proposal. For the scope of work included within this solicitation, responses from the Vendor's identified references will be used to determine points awarded.

3. QUALITY (15 POINTS)
Includes an evaluation of the quality of the goods and/or services proposed by the vendor related to the scope of work of the solicitation.

4. MEETING THE DISTRICT'S NEEDS (20 POINTS)
Includes an evaluation of the extent to which the goods and/or services being proposed by the vendor, related to

the scope of work of the solicitation, meet the District's needs.

5. LONG TERM COSTS (20 POINTS)
Includes a review of the long-term costs incurred by the District when acquiring the goods and/or services included in the Vendor's proposal. For the scope of work included in this solicitation, the District will evaluate the costs associated with years two through five of the Vendor's proposal.

6. HISTORICALLY UNDERUTILIZED BUSINESS (XX POINTS)
Includes a review of the impact on the ability of the District to comply with laws and rules relating to Historically Underutilized Businesses.

7. PRINCIPAL PLACE OF BUSINESS (XX POINTS)
For a contract for goods and services other than those related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner has its principal place of business in this state or employs at least five hundred (500) persons in this state.

8. OTHER RELEVANT FACTORS (15 POINTS)
Includes a review of other factors considered relevant to the scope of work included in this solicitation. The following will be evaluated, and points will be distributed accordingly:

- Point of Sale System
- Nutrient Analysis
- Menu Planning
- Food Production Reporting
- Inventory
- Ordering

☐ Read and Understood
(Required: Check if applicable)

30 **EVALUATION - Process and Award Determination**

All proposals are subject to the terms and conditions of this solicitation. Material exceprtions to the terms and conditions, or failure to meet the District's minimum specifications, shall render the proposal non-responsive to the solicitation.

Any award made under this solicitation shall be made to the Vendor who provides goods or services, other than profesional services as defined by Section 2254.002 of the Texas Government Code, that are determined to be the most advantageous to the District. Factors to be considered in determining the proposal most advantageous to the District are included below, and are described within the evaluation criteria described on this solicitation.

As part of the requirement to establish the responsibility of the Vendor, the District may perform a price analysis to determine the reasonableness of the price(s) at which the goods and/or services are offered. Prices that are significantly lower than the mean of all offers and that appear to be unreasonably low may be determined to be evidence of non-responsibility and cause the proposal to be rejected.

- An Evaluation Committee shall be established to evaluate proposals based solely on the Evaluation Criteria set forth within this solicitation. Factors not specified in the solicitation will not be considered. The District reserves the right to waive any minor irregularities or technicalities in the proposals received. Proposals will be evaluated individually against the requirements stated in the solicitation.
- Minor problems of completeness or compliance may be brought to the attention of the Vendor for clarification. Substantial deviations from specifications or other requirements of this solicitation will disqualify the proposal.
- Cost will not be the only consideration in the selection of short-listed proposals. A detailed evaluation of proposals will determine the most favorable combination of various elements for this solicitation. The selection of the awarded proposal will be based on what the evaluators believe to be most advantageous to the District.
- During the evaluation process, the District reserves the right, where it may serve in the District's best interest, to request additional information or clarifications from the Vendor or to allow corrections of errors or omissions.

- The Procurement & School Resources Department will arrange the presentation/interview process, if deemed necessary, for discussion and/or clarification. Points may be deducted or added to the Vendor's preliminary score as necessary by the Evaluation Committee.
- The District may request the Vendors in the competitive range ("short list" finalists) to provide an onsite demonstration of their solution at a location that resembles the scope and size of the requirements laid out within this solicitation. Vendors will be asked to provide possible site locations for these onsite demonstrations. All planning associated with the logistics of these onsite demonstrations and any costs incurred will be borne entirely by the vendor. The District will be responsible only for travel-related costs for their staff attending the agreed-upon sites.
- The District reserves the right to negotiate the final scope of services, price, schedule, and any and all aspects of this solicitation with all Vendors in the competitive range ("short list" finalists). Once negotiations are complete, the District shall establish a common date and time for submitting the Best and Final Offers. If a Vendor does not submit a notice of withdrawal of its offer or a Best and Final Offer, the Vendor's immediate previous offer shall be construed as its best and final offer.
- The best and final offers shall be evaluated in essentially the same manner as the initial offers. The contract shall be awarded to the responsible Vendor whose qualifications, price, and other factors are the most advantageous to the District.
- The District reserves the right to award this contract to one Vendor, to make multiple awards, and to award without discussions. The District may reject any or all offers if such action is in the District's interest, award a contract other than to the lowest respondent, waive informalities and minor irregularities in offers received, and award all or part of the requirements stated.
- Proposals that are considered non-responsive will not receive consideration. The District reserves the right to reconsider any proposal submitted during the evaluation process. It also reserves the right to meet with any Vendor at any time to gather additional information. Furthermore, the District reserves the right to delete, add, or modify any aspect of this procurement through competitive negotiations until the final contract signing.
- The awarded Vendor's proposal will be incorporated into the final contract. Any false or misleading statements in the proposal will be grounds for disqualification or contract termination. Submission of a proposal indicates acceptance by the Vendor of the conditions in this solicitation unless clearly and specifically noted in the proposal and confirmed in the contract between the District and the awarded Vendor.

☐ Read and Understood
(Required: Check if applicable)

31 **FINANCIALS - Responsibility Determination**

The responsibility determination includes consideration of a Vendor's integrity, compliance with public policy, past performance with the District (if any), financial capacity, and eligibility to perform government work (e.g., debarments/suspension from any Federal, State, or local government). The District reserves the right to perform whatever research it deems appropriate to assess the merits of any Vendor's proposal.

Provide a current financial statement for your company (or individually if you are a sole proprietor) and end-of-year financial statements for the past two (2) years. Such statements are preferred to be audited; however, if audited financials are unavailable, please submit statements prepared by a third-party preparer.

Financial Statements

Please provide financial statements for your organization for at least the last two (2) fiscal years as follows:

If a **publicly** held organization:

1. Consolidated financial statements submitted to the Securities and Exchange Commission (SEC) on Form 10K.
2. The most recent Form 100 since the last Form 10K was submitted.
3. Any Form 8K's in your last fiscal year.

If a **privately** held organization:

1. Balance sheet for your last two fiscal years certified by an independent Certified Public Accountant.
2. Statement of income of your last two fiscal years certified by an independent Certified Public Accountant.
3. Management discussion and analysis of your organization's financial condition for the last two years indicating any changes in your financial position since the certified statements were prepared.
4. If not considered proprietary, please provide any recent Management Letters.

Evidence of Financial Responsibility

Submit evidence of financial responsibility. This may be a credit rating from a qualified firm preparing a credit rating or a bank reference. The District reserves the right to confirm and request clarification of all financial information provided (including requesting audited financial statements certified by an independent Certified Public Accountant) or to request documentation of the Vendor's ability to comply with all of the requirements in the Proposal Documents. Incomplete disclosures may result in a proposal being deemed non-responsive.

Note: Dun & Bradstreet has the capability to obtain information on past performance on specific contractors. Accordingly, the District may require Vendors to provide a copy of a recent past performance report prepared by Dun & Bradstreet. The Past Performance Evaluation Report provided to the Vendor by Dun & Bradstreet shall be submitted no later than 14 calendar days after request by the District. The Vendor shall be responsible for the cost of Dun & Bradstreet's report preparation.

☐ Attached in "Response Attachments" ☐ Not Attached - Explanation in "Response Attachments"

(Required: Check only one)

32 **CERTIFICATIONS - Insurance**

Vendor represents that it can provide the insurance coverage set out in the attachment "Insurance Limits" of this solicitation and will provide evidence of such coverage to the District at the time a contract for goods and/or services is executed. Please indicate below if the vendor complies.

☐ Vendor COMPLIES with Certification ☐ Vendor Does NOT COMPLY with Certification

(Required: Check only one)

33 **CERTIFICATIONS - Deviations / Exceptions to Terms and Conditions**

If identified as an awarded Vendor on this solicitation, you may be required to complete and sign the El Paso Independent School District Vendor Agreement (if applicable). At this time, the EPISD only needs to know that you agree with the terms provided in the agreement provided in the "Attachments" tab. Vendors **do not** need to complete the contract until an award has been made. If you do not agree with the terms on the District's Vendor Agreement, please state so in the Deviations section included in this solicitation.

Complete and submit any deviations/exceptions to the general terms and conditions of the contract attached to the solicitation in the "Attachments" tab. Include an explanation for the requested change(s) in your response. Your response should be submitted on the attached form, which contains Attachment Deviations/Exceptions to Pricing Conditions, Terms and Conditions, and Contracts. Attach additional sheets as necessary. By execution of its proposal, the Vendor agrees to the general terms and conditions of the contract and the form of contract set out in the "Attachments" tab as General Terms and Conditions of the Contract, respectively, to the extent they apply to the provision of Goods or Services (or both) in connection with this solicitation.

NOTE: Failure to provide comments or requested changes will indicate your acceptance of the required contract provisions, and no further negotiations regarding the provisions will be permitted. The final contract shall be subjectto review and approval by the District's Legal Counsel.

☐ AGREE to the Terms and Conditions ☐ Do NOT AGREE, Deviations Form Attached

(Required: Check only one)

34 **CERTIFICATIONS - Conflict of Interest**

As part of the proposal submission, it is required that the Vendor comply with certification that they will disclose any conflicts of interest related to any individual associated with the District. Local Government Code, Section 176.003 (a)(2)(A)states that a local government officer shall file a conflicts disclosure statement with respect to a Vendor if the Vendor:

- has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that:
  - a contract between the local governmental entity and vendor has been executed; or
  - the local governmental entity is considering entering into a contract with the vendor.

Any sort of familial relationship must also be disclosed. Vendors are also required to certify that they do not have a "family relationship" with any individual associated with the District. "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

As a means of additional clarification, Opinion No. GA-0446 from the Office of the Texas Attorney General defines the following terms:

- Business Relationship - a connection between two or more parties based on a commercial activity of one of the parties.
- Affiliation - an association between two or more parties outside a business relationship.

Please indicate if you can comply with the certification that you will disclose if any member of your organization has a Conflict of Interest with any member of the District. This would include, but is not limited to, any sitting member of the Board of Trustees and any employed staff member of the El Paso Independent School District.

☐ Vendor COMPLIES with Certification ☐ Vendor Does NOT COMPLY with Certification

(Required: Check only one)

35	**CERTIFICATIONS - Interlocal Cooperation Agreement** The District is permitted, under the provisions of Texas Government Code Chapter 791 and Texas Education Code Section 44.031(a)(4), to allow other local government entities ("LGEs") to utilize the pricing proposed by the successful Vendor to purchase the same goods or services; a process sometimes referred to as "piggy-backing," to satisfy the LGE's procurement requirements and streamline the purchasing process. Upon request of another LGE, the District intends to extend the final pricing terms offered by the Vendor to that that LGE as permitted by statute. By extending the solicited pricing to another LGE, the District is acting solely to streamline the procurement process for the LGE and its compliance with Texas competitive bidding requirements. The District assumes no other responsibility for the transaction, the Vendor, or the purchasing compliance of the LGE. The District shall not be responsible for any costs, damages, etc., incurred by either the Vendor or the LGE related to any purchase, failure to purchase by the other LGE, or disputes between the parties. The Vendor must deal directly with the purchasing LGE concerning the placement of orders, issuance of purchase orders, insurance certificates, contractual requirements, disputes, if any, invoicing and payment, or any other terms and conditions that the purchasing LGE may require. The actual utilization of the terms of this procurement by the purchasing LGE is at the sole discretion of the purchasing LGE. ☐ Read and AGREE ☐ Read but Do NOT AGREE *(Required: Check only one)*

36 **CERTIFICATION - Disclosure of Interested Parties (Form 1295)**

Texas Government Code, Section 2252.908 requires the disclosure of interested parties by a vendor, using the form and procedure established by the Texas Ethics Commission, at the same time it submits the signed contract if the contract award requires action or a vote by the Board of Trustees or the value of the contract awarded as a result of the solicitation is at least one million dollars ($1,000,000.00). The form requires disclosure of any "interested party" to the contract of which the contracting Vendor is aware and executed by an authorized agent of the contracting Vendor. A copy of Form 1295 and further information about the required process are attached as an attachment in the District's Required Forms. The Vendor agrees that upon contract award and notification by the District of the applicability of this requirement, it will timely comply with the filing requirements set forth by the Commission and required by Section 2252.908 of the Texas Government Code.

The Certificate of Interested Parties (Form 1295) must be filled out electronically through the Texas Ethics Commission's online filing application, printed out, signed, and submitted with the response to this solicitation. Below is the link to access the online application:

https://www.ethics.state.tx.us/fililnginfo/1295/index.php#efa_collapse1

Effective January 1, 2018, the State of Texas established an exemption to file the Form 1295. This form is not required if your company is a publicly traded business entity, including a wholly owned subsidiary of the business entity. Please select which applies to your company. Please note if your company is exempt from filing Form 1295, and provide your ticker/stock symbol for verification in the next attribute.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need to notarize a completed Form 1295. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

The amended law adds to the types of contracts exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- A sponsored research contract of an institution of higher education.
- An interagency contract of a state agency or an institution of higher education.
- A contract related to health and human services if:
    1. the value of the contract cannot be determined when the contract is executed, and
    2. any qualified vendor is eligible for the contract.
- A contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity.
- A contract with an electric utility, as that term is defined by Section 31.002, Utilities Code.
- A contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.

The newly exempt contract types are marked with an asterisk.

If claiming exemption from filing Form 1295 because the business entity is publicly traded, please provide your company's ticker/stock symbol.

☐ Form 1295 ATTACHED ☐ NO - Publicly Traded Entity ☐ NO - Other Allowed Exemption

(Required: Check only one)

37 **CERTIFICATION - Disclosure of Interested Parties (Form 1295) Exemption**

If claiming exemption from filing Form 1295, please specify the reason below. If the Vendor is identified as a publicly traded entity, please provide the company ticker/stock symbol.

(Optional: Maximum 1000 characters allowed)

38	**CERTIFICATION - Criminal History Record Information (CHRI)** Texas Education Code Chapter 22 requires entities that contract with school districts to obtain Criminal History Record Information (CHRI) on covered employees. Covered employees with disqualifying criminal histories are prohibited from serving in a school district. The Vendor will be required to certify to the District that it has complied and will be required to obtain similar information from its employees, subcontractors of every tier, and independent contractors to the extent they are, or employ, covered employees. “Covered employees” are defined as all employees of a vendor or its subcontractors of any tier and individuals who are independent contractors who have or will have continuing duties related to the service to be performed at the District and have, or will have, direct contact with students. The District will be the final arbiter of what constitutes continuing duties and direct contact with students. A “disqualifying criminal history” includes the existence of one of the following offenses in the CHRI Report if at the time of the offense, the victim was under 18 or enrolled in a public school: 1. a felony offense under Title 5, Texas Penal Code; 2. an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or 3. an equivalent offense to (1) or (2) under federal law or the laws of another state. A copy of the criminal background certification form is attached in the "Attachments" tab. The Vendor shall certify its agreement that before the commencement of performance under the awarded contract, it will timely obtain CHRI on covered employees, at its sole expense, by initialing the certification in the vendor questionnaire. The Vendor agrees that before the commencement of performance under the awarded contract, it will timely obtain CHRI on covered employees, at its sole expense, and provide the certifications set out in the Criminal Background Certification form included in the "Attachments" tab. For information about the District's CHRI process, please visit https://www.episd.org/o/episd/page/background-check-process. ***Note: Criminal background certification is not required to be executed as part of your Proposal – only agreement to comply is required.*** ☐ Vendor COMPLIES with Certification ☐ Vendor Does NOT COMPLY with Certification *(Required: Check only one)*

39

CERTIFICATION - Fingerprinting for Contractors and Subcontractors

The criminal background check requirements for contractors and subcontractors who work at public schools were amended in June 2021. A contractor that provides services to a school district must be fingerprinted before beginning work if the contractor:

1. will have continuing duties related to the contracted services, and
2. will have the opportunity for direct contact with students.

The requirement does not apply to a contractor that performs construction, alteration, or repair of an instructional facility if the contractor uses separate sanitary facilities, installs a barrier fence, and has a policy that employees may not interact with students or enter areas used by students.

School districts lost access to the criminal history records of individuals who were previously fingerprinted by contractors. If our school district needs to review the criminal history of these individuals, we will need to fingerprint the individuals again.
Who is classified as a contractor that needs to be fingerprinted?

An individual who:

1. Is employed or offered employment by a service contractor or a subcontractor of a service contractor, is an individual independent contractor of the school entity, or is an individual subcontractor of a service contractor;
2. Has or will have continuing duties related to the contracted services
3. Has or will have direct contact with students; and
4. Is not a student at the school entity for which the services are performed.

*If this requirement does not apply, please explain and attach in the attachment section of this solicitation.

☐ APPLIES - Contractor Fingerprints Needed ☐ NOT APPLICABLE
(Required: Check only one)

40

CERTIFICATIONS - Education Department General Administrative Regulations

For all purchases made using federal funds, the District must comply with the federal regulations related to purchasing goods and services [2 CFR 200.317-200.326] effective July 1, 2018. When the District seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply to the procurement and those under state law. This solicitation includes the procurement standards of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “Uniform Guidance” or new “EDGAR”). The District requires all Vendors to complete and execute the EDGAR Certification Form attached hereto as Attachment "EDGAR Certifications" certifying the Vendor’s willingness and ability to comply with EDGAR requirements, as the source of funding may not be known at the time of this solicitation.

Note: Not complying or submitting the EDGAR Certifications Form may result in the proposal being deemed non-responsive if federal funding will be used for this solicitation.

☐ Will Comply - EDGAR Certification Form Attached ☐ Cannot Comply - Explanation Attached
(Required: Check only one)

41 **CERTIFICATIONS - Code of Federal Regulations (CFR) Section 200.321**

The Code of Federal Regulations Section 200.321 states, "When possible, the recipient or subrecipient [non-federal entity] should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered as set forth below."

1. These business types are included on solicitation lists.
2. These business types are solicited whenever they are deemed eligible as potential sources.
3. Dividing procurement transactions into separate procurements to permit maximum participation by these business types.
4. Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types.
5. Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6. Requiring a contractor under a Federal award to apply this section to subcontracts.

Please identify if any of the following certifications apply to your organization. Upload a copy of Minority/Women Business Enterprise (MWBE) and/or Historically Underutilized Businesses (HUB) certification letter and the percentage of your business with MWBE and/or HUB suppliers, if applicable, under "MWBE and/or HUB Certification Letter" in the Response Attachments of your proposal response.

☐ Small Business

☐ Minority Business

☐ Women's Business Enterprise

☐ Veteran-Owned Business

☐ Labor Surplus Area Firm

☐ None of the Above

(Required: Check all that apply)

42 **CERTIFICATIONS - Firearms Certication**

Pursuant to Texas Government Code Chapter 2274, if this Contract is valued at $100,000 or more and if the Vendor has at least ten (10) full time employees, then the Vendor represents, warrants and covenants to the District that the Vendor:

1. does not have any practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
2. will not discriminate against a firearm entity or firearm trade association during the term of this Contract.

For purposes of this provision, the terms “firearm entity”, “firearm trade association” and “discriminate against a firearm entity or a firearm trade association” shall have the same meaning as set forth in Government Code Section 2274.001 et. seq. Vendor means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. Vendor does not include a sole proprietorship.

☐ Vendor COMPLIES with Certification ☐ Vendor Does NOT COMPLY with Certification

(Required: Check only one)

43 **CERTIFICATIONS - Israel Certification**

Pursuant to Texas Government Code Chapter 2271, if this Contract is valued at $100,000 or more and if the Vendor has at least ten (10) full time employees, then the Vendor represents and warrants to the District that the Vendor does not boycott Israel and will not boycott Israel during the term of this Contract. Vendor means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. Vendor does not include a sole proprietorship.

☐ Vendor COMPLIES with Certification ☐ Vendor Does NOT COMPLY with Certification

(Required: Check only one)

44	**CERTIFICATIONS - Energy Company Certification** Pursuant to Texas Government Chapter 2274, if this Contract is valued at $100,000 or more and if the Vendor has at least ten (10) full-time employees, then the Vendor represents, warrants, and covenants to the District that the Vendor, within the meaning of Texas Government Code Section 809.001: 1. does not boycott energy companies; and 2. will not boycott energy companies during the term of this Contract ☐ Vendor COMPLIES with Cerfication ☐ Vendor Does NOT COMPLY with Certification *(Required: Check only one)*
45	**CERTIFICATIONS - Terrorist Organizations Certification** Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Pursuant to Sec.2252.152. CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153. Pursuant to Sec. 2252.153. LISTED COMPANIES. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization. Pursuant to Sec. 2252.154. EXCEPTION. Notwithstanding any other law, a company that the United States government affirmatively declares to be excluded from its federal sanction's regime relating to Sudan, its federal sanction's regime relating to Iran, or any federal sanction's regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter. ☐ Vendor COMPLIES with Certification ☐ Vendor Does NOT COMPLY with Certification *(Required: Check only one)*
46	**CERTIFICATIONS - Foreign-Owned Companies Certification** The District is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to the Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the District for product warranty and support purposes.Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is: 1. owned by or the majority of stock or other ownership interest of the company is held or controlled byindividuals who are citizens of China, Iran, North Korea, Russia, or a designated country; 2. a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or 3. headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this Agreement, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." See Texas Government Code, Section 2275.0101(2) of SB 1226 (87th leg.). Vendor verifies and certifies that Vendor will not grant direct or remoteaccess to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor. ☐ Vendor COMPLIES with Certification ☐ Vendor Does NOT COMPLY with Certification *(Required: Check only one)*

47 **CERTIFICATIONS - Abortion Providers Certification**

Pursuant to Texas Government Code Chapter 2273, the District is prohibited from contracting with any abortion provider or an affiliate of an abortion provider whereby the provider or affiliate received something of value derived from state or local tax revenue. Any contract entered into by the District is void if the prospective vendor has such a prohibited affiliation or contractual relationship. By submitting a proposal in response to the request for proposal, you are certifying to the District that you do not have such an affiliation or contractual relationship.

☐ Vendor COMPLIES with Certification ☐ Vendor Does NOT COMPLY with Certification

(Required: Check only one)

48 **CERTIFICATIONS - Contracting Information Certification**

If Vendor is not a governmental body and (a) this Agreement has a stated expenditure of at least $1 million in public funds forthe purchase of goods or services by the District; or (b) this Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by the District within in a fiscal year, the following certification shall apply; otherwise, this certification is not required.

As required by Texas Government Code, Section 552.374(b), the following statement is included in the RFP and the Agreement, unless the Agreement is:

1. related to the purchase or underwriting of a public security;
2. is or may be used as collateral on a loan; or
3. proceeds from which are used to pay debt service of a public security of loan:

“The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.” Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to:

1. preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to the District for the duration of the Agreement;
2. promptly provide to the District any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of the District; and
3. on completion of the Agreement, either (a) provide at no cost to the District all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to the District.

☐ Vendor COMPLIES with Certification ☐ Vendor Does NOT COMPLY with Certification

(Required: Check only one)

49 **CERTIFICATIONS - Price Proposal Requirement**

Vendors are required to submit prices in the designated "Bid Line Item" section of the solicitation. Vendors may provide additional documentation in the attachment section of this solicitation if they wish to do so.

Please Note: Pricing must be provided by Vendor in accordance with the terms (unit of measure, quantity, etc.) provided in the solicitation. Failure to do so on the part of the Vendor may be reason for the District to deem the response non-responsive and eliminate the Vendor's response from consideration.

☐ Vendor COMPLIES with Requirement ☐ Vendor Does NOT COMPLY with Requirement

(Required: Check only one)

50 **CERTIFICATIONS - Solicitation Acceptance**

Please indicate that you have read, understand, agree to, and accept the general terms and conditions, vendor requirements, and specifications contained herein. If you do not agree, please provide any deviations in the deviations section of this solicitation.

☐ Read, Understood, Agree To, and Accept

☐ Read, Understood, Do NOT Agree, Deviations Provided

(Required: Check only one)

Bid Lines

1

Package Header

A Comprehensive Software for our Food and Nutrition Point of Sale (POS) system.

Total: $

Package Attributes

1. SYSTEM REQUIREMENTS AND CAPABILITIES

Federal Program Compliance
The POS system shall fully support and integrate the following federal meal programs:

- School Breakfast Program (SBP)
- National School Lunch Program (NSLP)
- Child and Adult Care Food Program (CACFP) supper meal program
- After School Snack Program (ASSP)
- Seamless Summer Option (SSO) program
- Summer Food Service Program (SFSP)

Community Eligibility Provision (CEP) Integration
The system shall incorporate full Community Eligibility Provision functionality including:

- Automated calculation of identified student percentages
- Direct certification data integration
- ISP (Identified Student Percentage) tracking and reporting
- Claiming percentage calculations
- Multi-year CEP cycle management

TDA/USDA Compliance Features
All system components shall maintain continuous compliance with current and future TDA and USDA regulations including but not limited to:

- Meal pattern requirements tracking
- Offer versus serve provisions
- Competitive food standards
- Smart Snacks compliance
- Production record integration

☐ Vendor Understands & Acknowledges Requirements
(Required: Check if applicable)

2. MENU MANAGEMENT SYSTEM

The system shall provide comprehensive menu planning capabilities that include:

Menu Planning and Development

- Cycle menu creation and management
- Recipe development with scalable batch sizing
- Ingredient tracking with allergen identification
- Automated menu compliance verification against USDA meal patterns
- Special dietary accommodation tracking
- Menu item categorization by meal components

Nutritional Analysis

- Complete nutritional breakdown for all menu items
- Automated nutrient analysis against USDA standards
- Calorie, sodium, saturated fat, and trans fat monitoring
- Whole grain rich identification
- Weekly nutrient averaging capabilities

☐ Vendor Understands & Acknowledges Requirements
(Required: Check if applicable)

3. STUDENT APPLICATION AND ACCOUNT MANAGEMENT

The system shall facilitate electronic processing of meal benefit applications through:

Application Processing

- Online application submission portal
- Automated eligibility determination
- Income verification tools
- Household composition tracking
- Direct certification interface capabilities
- Carryover eligibility management

Student Account Features

- Individual student account creation and maintenance
- Real-time eligibility status updates
- Account balance tracking for paid students
- Prepayment options with multiple funding sources
- Low balance notifications to parents/guardians
- Restriction management for dietary or allergy requirement

☐ Vendor Understands & Acknowledges Requirements
(Required: Check if applicable)

4. PAYMENT PROCESSING SYSTEM

The POS system shall accommodate multiple payment options:

Payment Methods

- Cash transactions with change calculation
- Check processing and tracking
- Credit and debit card processing with PCI compliance
- Online prepayment portal for parents/guardians
- Mobile payment integration capabilities
- Account transfer options between siblings

Financial Management

- Daily cash reconciliation tools
- Deposit reporting and tracking
- Refund processing capabilities
- NSF check management
- Automatic fee assessment options
- Financial reporting by campus and district-wide

☐ Vendor Understands & Acknowledges Requirements
(Required: Check if applicable)

5. NUTRITION INFORMATION TRANSPARENCY

The system shall provide accessible nutrition information through:

Parent and Student Access

- Parent portal with menu viewing capabilities
- Allergen alerts and ingredient listings
- Nutritional content display for all menu items
- Carbohydrate counting for diabetic students
- Mobile-responsive design for smartphone access
- Multi-language support capabilities

Nutrition Education Tools

- Interactive menu displays at point of service
- Nutritional comparison features
- Healthy choice indicators
- Educational resources integration
- Customizable nutrition goals tracking

☐ Vendor Understands & Acknowledges Requirements
(Required: Check if applicable)

6. ORDERING SYSTEM

The ordering module shall support:

Production Management

- Automated production quantity calculations based on historical data
- Daily production records generation
- Waste tracking and analysis
- Inventory level monitoring
- Vendor order integration
- Delivery schedule management

Forecasting and Analytics

- Predictive analytics for menu item popularity
- Participation rate forecasting
- Seasonal adjustment capabilities
- Special event planning tools
- Budget impact analysis

☐ Vendor Understands & Acknowledges Requirements
(Required: Check if applicable)

7. FRONT OF HOUSE OPERATIONS

The system shall support back of house operations through:

Point of Service Terminals

(Compatibility with devices already in place)

- Touch screen interfaces with intuitive navigation
- Rapid student identification methods (PIN, card, biometric options)
- Real-time eligibility verification
- Reimbursable meal validation
- A la carte item sales tracking
- Queue management capabilities

Service Line Efficiency

- Multiple service line configuration support
- Mobile POS options for satellite locations
- Offline transaction capability with automatic synchronization
- Transaction speed optimization features
- Visual and audio confirmation of meal selections

☐ Vendor Understands & Acknowledges Requirements
(Required: Check if applicable)

8. BACK OF HOUSE OPERATIONS

The system shall support back of house operations through:

Kitchen Management

- Recipe scaling based on production needs
- Prep list generation
- Equipment utilization planning
- Staff scheduling integration
- Temperature log management
- HACCP compliance tracking

Inventory Control

- Real-time inventory tracking
- Automated reorder point notifications
- First-in-first-out (FIFO) management
- Commodity food tracking
- Storage location management
- Spoilage and waste reporting

☐ Vendor Understands & Acknowledges Requirements
(Required: Check if applicable)

9. REPORTING AND ANALYTICS

The system shall generate all required compliance reports including:

Required Federal and State Reports

- Monthly reimbursement claims
- Verification summary reports
- Annual financial reports
- Commodity distribution reports
- CEP documentation reports

Operational Reports

- Daily participation reports by campus
- Revenue and expense tracking
- Menu item performance analytics
- Student account activity reports
- Cashier accountability reports
- Trend analysis dashboards

☐ Vendor Understands & Acknowledges Requirements
(Required: Check if applicable)

10. SYSTEM INTEGRATION

The POS system shall integrate with:

Data Exchange Requirements

- El Paso Independent School District's student information system
  State reporting systems
- USDA verification systems
- Financial management systems
- Parent communication platforms
- Third-party nutrition databases

Data Management

- Automated data backup procedures (Local database)
- Disaster recovery capabilities (Internal)
- Role-based access controls
- Audit trail maintenance
- Data encryption for sensitive information
- FERPA compliance measures

☐ Vendor Understands & Acknowledges Requirements
(Required: Check if applicable)

11. TRAINING AND IMPLEMENTATION

Comprehensive training shall be provided for all 69 campuses including:

Training Program Requirements

- System administrator training for district personnel
- Campus manager training sessions
- Cashier and point of service operator training
- Back office staff training
- Train-the-trainer programs
- Ongoing refresher training options

Training Delivery Methods

- On-site training sessions at designated locations
- Virtual training options for remote participants
- Recorded training modules for reference
- User manuals and quick reference guides
- Hands-on practice environments
- Certification programs for proficiency validation

Implementation Support

- Phased rollout plan accommodating 69 campuses
- Data migration from existing systems
- Campus-specific configuration support
- Go-live assistance at each location
- Post-implementation review sessions
- Continuous improvement planning

☐ Vendor Understands & Acknowledges Requirements
(Required: Check if applicable)

12. TECHNICAL SPECIFICATIONS

System Architecture

- On-premise deployment options
- Scalability to support 69 campuses simultaneously
- High availability with minimal downtime
- Load balancing capabilities
- Mobile device compatibility
- Web based access options

Performance Requirements

- Transaction processing under 3 seconds
- Support for concurrent users across all campuses
- Real-time data synchronization
- Automated system updates
- 99.9% uptime guarantee
- Response time service level agreements

☐ Vendor Understands & Acknowledges Requirements
(Required: Check if applicable)

13. ONGOING SUPPORT AND MAINTENANCE

Technical Support Services

- Help desk support during operational hours
- Tiered support level options
- Remote diagnostic capabilities
- On-site support availability
- Software updates and patches
- Bug fixes and issue resolution
- On-site and On-line Training

System Enhancements

- Regular feature updates based on regulatory changes
- User feedback incorporation
- Technology refresh planning
- Integration with emerging payment technologies
- Continuous compliance monitoring
- Annual system review and optimization

☐ Vendor Understands & Acknowledges Requirements
(Required: Check if applicable)

Package Items

1.1 A comprehensive software for our Food and Nutrition Point of Sale (POS) system to support meal program operations across 69 campuses.

The system shall be owned and house by El Paso ISD with on-premise deployment options and serviced and maintained by the vendor.

The system shall provide full integration of federal and state meal program requirements, streamline payment processing, enhance nutritional transparency, and optimize both front-of-house and back-of-house food service operations. The solution must ensure complete compliance with Texas Department of Agriculture (TDA) and United States Department of Agriculture (USDA) regulations while supporting multiple federal meal programs and provisions.
(Response required)

Quantity: 1 UOM: Each Annual Site License Unit Price: $ Total: $

Supplier Notes: _____

☐ No bid

☐ Additional notes *(Attach separate sheet)*

2 SOFTWARE SUPPORT AND MAINTENANCE SERVICE - Initial Year

Technical Support Services

- Help desk support during operational hours
- Tiered support level options
- Remote diagnostic capabilities
- On-site support availability
- Software updates and patches
- Bug fixes and issue resolution
- On-site **and** On-line Training

System Enhancements

- Regular feature updates based on regulatory changes
- User feedback incorporation
- Technology refresh planning
- Integration with emerging payment technologies
- Continuous compliance monitoring
- Annual system review and optimization

Quantity: 1 UOM: Each Support & Maintenance Annual Service Unit Price: $ Total: $

Supplier Notes: _____

☐ No bid

☐ Alternate specification *(Attach separate sheet)*

☐ Additional notes *(Attach separate sheet)*

3 ANNUAL SOFTWARE SUPPORT AND MAINTENANCE **ON-LINE** SERVICE - Renewal Year 1

Technical Support Services

- Help desk support during operational hours
- Tiered support level options
- Remote diagnostic capabilities
- On-site support availability
- Software updates and patches
- Bug fixes and issue resolution
- On-line Training

System Enhancements

- Regular feature updates based on regulatory changes
- User feedback incorporation
- Technology refresh planning
- Integration with emerging payment technologies
- Continuous compliance monitoring
- Annual system review and optimization

Quantity: 1 UOM: Each Support & Maintenance Annual Service Unit Price: $ Total: $

Supplier Notes: _____

☐ No bid

☐ Alternate specification *(Attach separate sheet)*

☐ Additional notes *(Attach separate sheet)*

4 ANNUAL SOFTWARE SUPPORT AND MAINTENANCE **ON-SITE** SERVICE - Renewal Year 1
(if not included in annual software support and maintenance **on-line** service)

Technical Support Services

- Help desk support during operational hours
- Tiered support level options
- Remote diagnostic capabilities
- On-site support availability
- Software updates and patches
- Bug fixes and issue resolution
- On-site Training

System Enhancements

- Regular feature updates based on regulatory changes
- User feedback incorporation
- Technology refresh planning
- Integration with emerging payment technologies
- Continuous compliance monitoring
- Annual system review and optimization

Quantity: 1 UOM: Each Support & Maintenance Annual Service Unit Price: $ Total: $

Supplier Notes: _____

_____

☐ No bid

☐ Alternate specification *(Attach separate sheet)*

☐ Additional notes *(Attach separate sheet)*

5 ANNUAL SOFTWARE SUPPORT AND MAINTENANCE **ON-LINE** SERVICE - Renewal Year 2

Technical Support Services

- Help desk support during operational hours
- Tiered support level options
- Remote diagnostic capabilities
- On-site support availability
- Software updates and patches
- Bug fixes and issue resolution
- On-line Training

System Enhancements

- Regular feature updates based on regulatory changes
- User feedback incorporation
- Technology refresh planning
- Integration with emerging payment technologies
- Continuous compliance monitoring
- Annual system review and optimization

Quantity: 1 UOM: Each Support & Maintenance Annual Service Unit Price: $ Total: $

Supplier Notes: _____

☐ No bid

☐ Alternate specification *(Attach separate sheet)*

☐ Additional notes *(Attach separate sheet)*

6 ANNUAL SOFTWARE SUPPORT AND MAINTENANCE **ON-SITE** SERVICE - Renewal Year 2
(if not included in annual software support and maintenance **on-line** service)

Technical Support Services

- Help desk support during operational hours
- Tiered support level options
- Remote diagnostic capabilities
- On-site support availability
- Software updates and patches
- Bug fixes and issue resolution
- On-site Training

System Enhancements

- Regular feature updates based on regulatory changes
- User feedback incorporation
- Technology refresh planning
- Integration with emerging payment technologies
- Continuous compliance monitoring
- Annual system review and optimization

Quantity: 1 UOM: Each Support & Maintenance Annual Service Unit Price: $ Total: $

Supplier Notes: _____

_____

☐ No bid

☐ Alternate specification *(Attach separate sheet)*

☐ Additional notes *(Attach separate sheet)*

7 ANNUAL SOFTWARE SUPPORT AND MAINTENANCE **ON-LINE** SERVICE - Renewal Year 3

Technical Support Services

- Help desk support during operational hours
- Tiered support level options
- Remote diagnostic capabilities
- On-site support availability
- Software updates and patches
- Bug fixes and issue resolution
- On-line Training

System Enhancements

- Regular feature updates based on regulatory changes
- User feedback incorporation
- Technology refresh planning
- Integration with emerging payment technologies
- Continuous compliance monitoring
- Annual system review and optimization

Quantity: 1 UOM: Each Support & Maintenance Annual Service Unit Price: $ Total: $

Supplier Notes: _____

☐ No bid

☐ Alternate specification *(Attach separate sheet)*

☐ Additional notes *(Attach separate sheet)*

8 ANNUAL SOFTWARE SUPPORT AND MAINTENANCE **ON-SITE** SERVICE - Renewal Year 3
(if not included in annual software support and maintenance **on-line** service)

Technical Support Services

- Help desk support during operational hours
- Tiered support level options
- Remote diagnostic capabilities
- On-site support availability
- Software updates and patches
- Bug fixes and issue resolution
- On-site Training

System Enhancements

- Regular feature updates based on regulatory changes
- User feedback incorporation
- Technology refresh planning
- Integration with emerging payment technologies
- Continuous compliance monitoring
- Annual system review and optimization

Quantity: 1 UOM: Each Support & Maintenance Annual Service Unit Price: $ Total: $

Supplier Notes: _____

_____

☐ No bid

☐ Alternate specification *(Attach separate sheet)*

☐ Additional notes *(Attach separate sheet)*

9	ANNUAL SOFTWARE SUPPORT AND MAINTENANCE **ON-LINE** SERVICE - Renewal Year 4

Technical Support Services

- Help desk support during operational hours
- Tiered support level options
- Remote diagnostic capabilities
- On-site support availability
- Software updates and patches
- Bug fixes and issue resolution
- On-line Training

System Enhancements

- Regular feature updates based on regulatory changes
- User feedback incorporation
- Technology refresh planning
- Integration with emerging payment technologies
- Continuous compliance monitoring
- Annual system review and optimization

Quantity: 1 UOM: Each Support & Maintenance Annual Service Unit Price: $ Total: $

Supplier Notes: _____

☐ No bid

☐ Alternate specification *(Attach separate sheet)*

☐ Additional notes *(Attach separate sheet)*

10 ANNUAL SOFTWARE SUPPORT AND MAINTENANCE **ON-SITE** SERVICE - Renewal Year 4
(if not included in annual software support and maintenance **on-line** service)

Technical Support Services

- Help desk support during operational hours
- Tiered support level options
- Remote diagnostic capabilities
- On-site support availability
- Software updates and patches
- Bug fixes and issue resolution
- On-site Training

System Enhancements

- Regular feature updates based on regulatory changes
- User feedback incorporation
- Technology refresh planning
- Integration with emerging payment technologies
- Continuous compliance monitoring
- Annual system review and optimization

Quantity: 1 UOM: Each Support & Maintenance Annual Service Unit Price: $ Total: $

Supplier Notes: _____

☐ No bid

☐ Alternate specification *(Attach separate sheet)*

☐ Additional notes *(Attach separate sheet)*

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Print Name

Signature

EL PASO INDEPENDENT SCHOOL DISTRICT

MEETING DATE: OCTOBER 12, 2026

 F.
OPERATIONS ITEMS

Board of Trustees
Executive Summary of Board Agenda Item

TITLE:
Award of Coldwell Elevator Rehabilitation, Project No. 27.664B, Utilizing Region 19 Allied States Cooperative, RFP #24-7494, Job Order Contracting & Facilities Construction Services, to Noble General Contractors, LLC (Budgeted Bond Fund - $127,286.00)

JUSTIFICATION STATEMENT:
To provide safe, reliable, and accessible elevator service to the campus

PURPOSE OF AGENDA ITEM: Action

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Legal/Local Policy

STAFF RESPONSIBILE: David Bates, Deputy Superintendent Operations & Support Systems; Oscar Garcia, Director Facilities & Construction

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:
Strategic Lever V: Equity by Design - El Paso ISD champions a targeted approach to universal access and system equity.

SUMMARY:
Texas Education Code 44.031 (a), Texas Government Code Chapter 2269, and Board Policy CV (Legal) provide for eight (8) methods of delivery of construction services. As one of the available methods, a school district may enter into a contract to purchase construction-related goods or services through an interlocal agreement/purchasing cooperative.

On July 10, 2026, the Facilities and Construction Department received proposals for Coldwell Elevator Rehabilitation, Project No. 27.664B, utilizing the Education Service Center (ESC) Region 19 Allied States Cooperative (ASC) #24-7494, Job Order Contracting & Facilities Construction Services. The scope of work is to provide the District with all the labor and equipment necessary to rehabilitate the elevator at Coldwell Elementary School. Contractor shall legally rehabilitate the elevator in compliance with state code. The contractor shall rehabilitate the elevator as expeditiously as possible to allow for District usage as required by the Americans with Disabilities Act, and applicable Texas laws and regulations. The contractor shall update, test, and inspect the elevators to ensure compliance with the currently adopted standards according to the Texas Department of Licensing and Regulation.

A contract sum amount not to exceed $127,286.00, to Noble General Contractors, LLC, is recommended for the award.

ADMINISTRATIVE RECOMMENDATION/MOTION:
It is recommended that the Board approve the award of Coldwell Elevator Rehabilitation, Project No. 27.664B, to Noble General Contractors, LLC, utilizing Region 19 Allied States Cooperative #24-7494, Job Order Contracting & Facilities Construction Services, in a total amount not to exceed $127,286.00, as presented.

FUNDING SOURCE: Budgeted Bond Funds **ACCOUNT NO.:** 689.81.6624.110.99.603.664

FISCAL IMPACT AND COST:
$127,286.00

IMPACT ON OTHER FUCTIONS/OPERATIONS:

CONSEQUENCES OF NON-APPROVAL:
Failure to approve the elevator modernization could lead to safety and accessibility problems, code violations, service disruptions, higher future costs, and possible legal or liability issues.

IMPLEMENTATION TIMELINE:
One Hundred Fifty Calendar Days

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:
27.664B Contract _Coldwell Elevator Rehabilitation
CIP Form 1295
Cooperative Contract Information Documentation

CONTRACT DOCUMENTS MANUAL

AND

TECHNICAL SPECIFICATIONS

FOR

ESC REGION 19 JOC No. 24.7494
EPISD PROJECT No. 27.664B

PROJECT TITLE: COLDWELL ELEMENTARY ELEVATOR REHABILITATION

Facilities & Construction
1100 N. STANTON STREET
EL PASO, TEXAS 79902

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JOB ORDER CONTRACT

THIS JOB ORDER CONTRACT (the "Contract") is made and entered into this _____ day of _____ 2026 (the "Effective Date") by and between **Noble General Contractors, L.L.C.,** a limited liability company of the State of Texas ("Contractor") and the **El Paso Independent School District**, an independent school district and political subdivision of the State of Texas ("Owner"). Capitalized terms used in this Contract, unless otherwise defined herein shall have the meanings ascribed to them in the Proposal Documents.

W I T N E S S E T H:

That the Contractor and the Owner for the consideration hereinafter named agree as follows:

ARTICLE I
SCOPE OF WORK

The Contractor agrees to provide all the materials and perform all the work as shown or required pursuant to Scope of Work included in this Contract for the Project entitled Project No. 27.664B Coldwell Elementary School Elevator Rehabilitation, ESC Region 19 JOC No. 24-7494. The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations, including the transportation of materials and supplies to or from the site, competent supervision of the Work and the provision of insurance and payment of performance bonds in accordance with the Contract Documents. The Work may constitute the whole or a part of a project.

The "Project" is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

Schedule updates shall be provided weekly during active projects and shall identify completed Work, upcoming activities, and any delays impacting Project completion. The Contractor shall coordinate all Work with the Owner to minimize disruption to school operations and occupied facilities. The Contractor shall notify the Owner immediately of any delays, material shortages, or field conditions that may affect the Project schedule.

The Contractor will assign a competent full-time superintendent to the Project, and that superintendent shall be maintained on the Project for the duration of the Project, subject only to their continuous employment. The background and experience of the superintendent must be acceptable to Owner. Contractor's key staff members are considered essential to the performance of the services. Subject to Owner's approval, this list may be amended from time to time during the course of this Contract to either add or delete personnel, as appropriate. Prior to any such changes, the Contractor shall notify Owner reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit Owner to evaluate the impact that such changes will have upon the services being performed hereunder. Any substitutes proposed for key staff members will have similar credentials and/or experience and no substitutes shall be made by the Contractor without the consent of Owner.

The Contractor shall furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management and shall perform all operations necessary and required for the Work. The Contractor shall perform all Work in accordance with approved specifications, manufacturer requirements, and applicable codes. The Contractor agrees to provide all the materials and perform all the Work as shown or required pursuant to Scope of Work. Performance shall be subject to all terms and conditions of the Contract Documents. Owner representatives reserve the right to inspect all Work at any stage of the Project. The Contractor shall correct all deficiencies identified by the Owner at no additional cost. The Contractor shall maintain consistent quality control measures to ensure system performance, reliability, and long-term operation.

Owner does not waive or relinquish any immunity or defense on behalf of itself and its trustees, officers, employees, and agents as a result of their execution of this Contract and performance of the functions or obligations described herein. Nothing herein shall be construed as creating any personal liability on the part of any trustee, officer, director, employee or representative of Owner.

ARTICLE II
TERM OF CONTRACT

The term of this Contract shall commence on the Effective Date. Work will begin upon notice to proceed and substantial completion shall be no more than One Hundred Twenty (120) calendar days thereafter. Final completion shall occur no later than thirty (30) days after substantial completion.

If the Contractor fails to achieve Substantial Completion of the Work by the date listed above, the Owner shall be entitled to retain or recover from the Contractor and the Contractor's surety, as liquidated damages and not as a penalty, the following per diem amounts commencing upon the first day beyond the agreed date of Substantial Completion and continuing until the actual date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the Owner will incur as a result of delayed completion of the Work: DOLLARS $100.00 per day.

ARTICLE III
THE CONTRACT SUM

Owner shall pay Contractor for the performance of the Contract, in current funds. The total sum is not to exceed a total amount of One Hundred Twenty Seven Thousand Two Hundred Eighty Six Dollars 00/100 ($127,286.00, which includes payment and performance bonds not to exceed the amount of Two Thousand Nine Hundred Nine Dollars 29/100 ($2,909.29).

The Contract Sum is based upon Request for Proposals – Job Order Contracting & Facilities Construction Services – State of Texas for Education Service Center Region 19 – Allied States Cooperative RFP #24-7494 ("Cooperative Contract"). Contractor represents, warrants and covenants to Owner that the Contract Sum meets and does not exceed the Contractor requirements and pricing terms required by the Cooperative Contract. Contactor shall comply with the requirements in the Cooperative Contract in addition to the terms in this Contract. Contractor specifically warrants that its proposal pricing meets and does not exceed the RS Means Cost Breakdown requirements as defined by ESC Region 19 Allied States Cooperative.

ARTICLE IV
PROGRESS PAYMENTS

The Owner shall make payments on account of the Contract as provided therein as follows:

Within thirty (30) days following Owner's receipt of an Application for Payment, Owner shall pay to the Contractor ninety-five percent (95%) of the value, less the aggregate of previous payments. The Owner shall not be obligated to make more than one (1) payment during any thirty (30) day period. Upon completion of the Work, Owner shall pay to Contractor a sum sufficient to increase the total payment to one hundred percent (100%) of the Project, less the amount reflecting the Owner's determination of the amount required for the Owner to complete any pending items.

ARTICLE V
ACCEPTANCE AND FINAL PAYMENT

Final payment for the Work shall be due thirty (30) days after Final Acceptance of the Work under this Contract, provided the Work is fully completed and the Contract fully performed.

ARTICLE VI
LIENS

No mechanic, contractor, subcontractor, supplier or other person can or will contract for or in any manner have or acquire any lien upon the buildings or works covered by the Contact, or the land upon which the same is situated.

ARTICLE VII
INSURANCE

The Contractor hereby certifies that it has in full force and effect all of the insurance as follows:

1. Liability Insurance. The Contractor shall purchase and maintain such insurance as will protect Contractor and the Owner from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by Contractor or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable in the amounts hereinafter set forth:

2. Employer's Liability Coverage & Workers' Compensation Coverage.

1. Employer's Liability Coverage. The Contractor will provide employer's liability coverage in an amount of not less than One Million and No Dollars ($1,000,000.00) per accident. In addition, if employees are provided through a leasing company, Contractor shall provide Owner with a copy of the leasing company's Texas State License and evidence of workers' compensation coverage insuring the leased employees.
2. Workers' Compensation Coverage. The Contractor will provide workers' compensation coverage to the statutory limits per accident. The Contractor further certifies that the Contractor provides workers' compensation insurance coverage for all of its employees who will be employed for any of the Work described herein. The Contractor agrees to require each of its subcontractors to provide a certificate to the Contractor certifying that all of the subcontractor's employees are covered by workers' compensation insurance, and the Contractor shall deliver such certificate(s) to the Owner prior to commencement of the Work.

Definitions:

2.2.1 Certificate of coverage ("Certificate"). A copy of a certificate of insurance, a certificate of authority to self-insure issued by the division, or a coverage agreement (DWC Form-81, DWC Form-82, DWC Form-83, or DWC Form-84), showing

statutory workers' compensation insurance coverage for the person's or entity's employees providing services on the Project, for the duration of the Project.

2.2.2 **Duration of the Project.** Includes the time from the beginning of the Work on the Project until the Contractor's Work on the Project has been completed and accepted by the Owner.

2.2.3 **Persons providing services on the Project ("subcontractor" in Texas Labor Code §406.096)**. Includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracts directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a Project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2.3 The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.

2.4 The Contractor must provide a certificate of coverage to the Owner prior to being awarded the contract.

2.5 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.

2.6 The Contractor shall obtain from each person providing Services on a Project, and provide to the Owner:

2.6.1 a certificate of coverage, prior to that person beginning Work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

2.6.2 no later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

2.7 The Contractor shall retain all required certificates of coverage for the duration of the Project and for one (1) year thereafter.

2.8 The Contractor shall notify the Owner in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

2.9 The Contractor shall post on each Project site a notice, in the text, form and manner prescribed by the Texas Department of Insurance, Division of Workers' Compensation, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

2.10 The Contractor shall contractually require each person with whom it contracts to provide services on a Project, to:

2.10.1 provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;

2.10.2 provide to the Contractor, prior to that person beginning Work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;

2.10.3 provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

2.10.4 obtain from each other person with whom it contracts, and provide to the Contractor:

(a) a certificate of coverage, prior to the other person beginning Work on the Project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

2.10.5 retain all required certificates of coverage on file for the duration of the Project and for one (1) year thereafter;

2.10.6 notify the Owner in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

2.10.7 contractually require each person with whom it contracts, to perform as required by Subparagraphs 2.10.1 – 2.10.7 with the certificates of coverage to be provided to the person for whom they are providing services.

2.11 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Texas Department of Insurance, Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

2.12 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner. [28 TAC §110.110(c)(7)]

3. Commercial General Liability Insurance. Contractor shall maintain commercial general liability insurance with a combined single line of not less than One Million and No Dollars ($1,000,000.00) covering claims for damages because of bodily injury, sickness or disease, death and property damage, with an endorsement naming Owner as Additional Insured. Such insurance shall be on a commercial general liability form and provide coverage on an occurrence per project basis. The following coverages shall be included:

(a) Premises and Operations coverage, including coverage for explosion, collapse and underground damage, if applicable;

(b) Products and Completed Operations coverage;

(c) Blanket contractual coverage;

(d) Personal and Advertising Injury coverage;

(e) Fire damage with a limit of not less than One Hundred Thousand and No Dollars ($100,000.00);

(f) An endorsement naming Owner as an additional insured; and

(g) Deductible limitation Five Thousand and No Dollars ($5,000.00).

4. Business Auto Liability Insurance. Contractor shall provide Business Automobile Liability Insurance, including (a) any auto, or (b) all owned, hired and non-owned automobiles, in an amount of not less than One Million and No Dollars ($1,000,000.00). An endorsement naming Owner as Additional Insured shall be provided.

5. Umbrella Liability Insurance. Contractor shall provide an umbrella policy in an amount of not less than Two Million and No Dollars ($2,000,000.00) for bodily injury and/or property damage liability listing above underlying policies, with an endorsement naming Owner as Additional Insured.

6. Property Insurance.

The Contractor shall purchase and maintain Builder's Risk Insurance upon the entire Work at the site to the full insurable value thereof until Final Acceptance of the Project by the Owner. Such insurance shall:

(a) be "All Risk" insurance or "Special Form" coverage;

(b) include the interests of the Owner (including its agents), the Contractor, subcontractors and sub-subcontractors in the Work and shall, without limitation, insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft (of property, tools, equipment, vehicles) vandalism and malicious mischief, collapse and water damage, flood and earthquake, testing and debris removal, including demolition occasioned by enforcement of any applicable legal requirements;

(c) cover reasonable compensation for Contractor's services and expenses required as a result of such insured loss.

(d) if not covered under Builder's Risk Insurance or otherwise provided in the Contract Documents, the Contractor shall effect and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included in an Application for Payment. At Owner's discretion, Owner may accept an installation floater in lieu of Builder's Risk Insurance in the amount of the contract value.

7. Contractor shall maintain all of the foregoing insurance coverage in force until Final Acceptance of the Work other than the Products and Completed Operations Coverage required under Article VII, Subparagraph 3(b) above, which shall be maintained for three (3) years following Final Acceptance of the Work.

8. If by the terms of this insurance any mandatory deductions are required, or if the Contractor should elect, with the concurrence of the Owner, to increase the mandatory deductible amounts or purchase this insurance with voluntary deductible amounts, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

9. Losses are to be adjusted with the Owner. All insurance policies shall provide for occupancy by the Owner prior to Final Acceptance.

ARTICLE VIII.
THE CONTRACT DOCUMENTS

The Contract Documents are as set forth in the General Conditions. All exhibits attached hereto are incorporated herein by reference.

ARTICLE VIII
THE COOPERATIVE CONTRACT

This Contract is subject to the terms and conditions of the Cooperative Contract.

IN TESTIMONY WHEREOF, the parties have executed this Contract in quadruplicate effective on the day and year first set forth above.

CONTRACTOR: Noble General Contractors, L.L.C.

ATTEST:

By: _____

By: _____

Name: Ruben A. Gonzalez

Title: President

EL PASO INDEPENDENT SCHOOL DISTRICT

By: _____

Name: Dr. Brian Lusk

Title: Superintendent

Approved as to Form:

_____

Jeanette C. Collins
Signed: Friday, September 11, 2026
EPISD General Counsel

CONTRACT AMENDMENT
FOR
LIMITED SALES, EXCISE, & USE TAX

STATE OF TEXAS)
)
COUNTY OF EL PASO)

WHEREAS, on this the _____ day of _____, 20____,

_____, as Contractor, did enter into a Contract with the EL PASO INDEPENDENT SCHOOL DISTRICT, for the construction of improvements known as the Coldwell Elementary Elevator Rehabilitation Project No. 27.664B and,

WHEREAS, the parties desire to amend said Contract so as to show the true intent of the parties; namely, that $64,855.00 of the Contract Sum is for services rendered and $62,431.00 is for materials to be furnished under the Contract.

NOW, THEREFORE, in consideration of $1.00 and other good and valuable consideration, the Contractor does hereby agree that Contractor will, in the future, bill the charges for skills and labor separate from the charges for materials which are furnished for the above referenced improvements.

SIGNED AND EXECUTED on this the_____day of _____, 20_____.

CONTRACTOR:

Noble General Contractors, L.L.C.

By:_____

Name: Ruben A. Gonzalez

Title: President

EL PASO INDEPENDENT SCHOOL DISTRICT
EL PASO, TEXAS

By_____

Name: Dr. Brian Lusk

Title: Superintendent

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1495143

Date Filed:
07/29/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Noble General Contractors, LLC
El Paso, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

El Paso Independent School District

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Region 19 24-7494
Coldwell Elevator Rehabilitation EPISD Project No. 26.599C

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Noble General Contractors, LLC	El Paso, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Ruben Gonzalez, and my date of birth is July 12, 1971.

My address is 233 N. Mesa Hills Drive, El Paso (city), TX (state), 79912 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in El Paso County, State of Texas, on the 29th day of July (month), 2026 (year).

Signature of authorized agent of contracting business entity
(Declarant)

EDUCATION SERVICE CENTER REGION 19 ALLIED STATES COOPERATIVE
CSP CONSTRUCTION AWARD SUMMARY

CSP CONSTRUCTION TITLE:	Job Order Contracting & Facilities Construction Services - State of Texas – ESC Region 19 Allied States Cooperative
CSP CONSTRUCTION NUMBER:	24-7494
CSP CONSTRUCTION OPENING DATE:	May 14, 2024
CONTRACT TERM:	July 1, 2024 until June 30, 2025, with 2 annual extension options. **(Extended by Region 19 until June 30, 2026)** **(Extended by Region 19 until June 30, 2027)**
FUNDING SOURCE:	Various
CSP's ISSUED:	1,394
RESPONSES:	34
ADVERTISEMENT DATES:	El Paso Times – April 15, 2024 & April 22, 2024

RECOMMENDED FOR AWARD:

~~**Access Communications Group, LLC**~~ *updated 8/12/2025
Acebo Solutions, LLC (HUB)
ACO Remodeling & Construction, Inc. (HUB)
Amstar, Inc. (HUB)
AO General Contractor, Inc. (HUB)
~~**Arodi Enterprises, LLC**~~ *updated 8/12/2025
Aztec Contractors, Inc (HUB)
~~**Bella Luna Engineering & Bldg. Maintenance (HUB)**~~ *updated 7/11/2024
Burman Construction, LLC (HUB)
CORE Construction (CORE Construction Services of Texas, Inc.)
~~**EGL Construction Inc. (HUB)**~~ *updated 5/20/2026
El Paso J.A.G, Inc. (HUB)
ESA Construction Inc.
G. Sandoval Construction, Inc.
Gracen Engineering & Construction, Inc. (HUB)
Grass Masters LLC DBA Global Maven Enterprises, LLC (HUB)
HVAC Control Systems Inc (HUB)
J & M Heritage Construction Company LLC (HUB)
Jordan Foster Construction LLC
JSR Construction & Remodeling LLC (Jesus S Rodriguez)
Keystone Contractors and Engineers (Keystone GC, LLC.) (HUB)
Mirador Enterprises, Inc.
~~**Mountain Star Roofing Systems LLC**~~ *updated 12/2/24
Nine Degrees Construction LLC
Noble General Contractors, LLC
PC Automated Controls, Inc.
Phoenix General Contractors, LLC (HUB)
Pride General Contractors LLC
~~**Qannex Corp. (HUB)**~~ *updated 7/11/2024
Synergy Project Contractors, Inc
The Roof & Metal Co. (C. Ortiz, Corp.)
Trane U.S. Inc
United Roofing & Construction (E. Ortiz, Corp.)
Woodart Enterprises, LLC

TOTAL (estimated) **$50,000,000.00/year**

EXPLANATIONS:

Award of this solicitation will enable ESC Region 19 - Allied States Cooperative (ASC) to establish a contract with vendor(s) for Job Order Contracting & Facilities Construction Services - State of New Texas for those procurements made with federal, state or local funds. Evaluation and award recommendation were based on pricing (50 points), experience and reputation (35 points), and financial capability (15 points). The awarded vendors' pricing and information can be found on the Award Detail spreadsheet. Qannex Corp. submitted their best and final offer; the Award Detail spreadsheet was revised accordingly. Bella Luna Engineering & Bldg. Maintenance was removed from award for failure to purchase the JOC software as per the bid terms. Qannex Corp. requested to be removed from award. Access Communications Group LLC, and Aredi Enterprises LLC were terminated for failure to renew their JOC software subscription, as per the bid terms. EGL Construction Inc. was terminated for failure to pay administrative fees and/or report sales, per the terms of the bid.

SPECIFICATIONS, PREPARATION AND EVALUATION PROVIDED BY:

Rebecca Hernandez – ESC Region 19

Andrea Amiri – ESC Region 19

Patty Delgado - ESC Region 19

Special Conditions

1. This contract is authorized by State of Texas Procurement Code and Administrative Code. Each member reserves the right to add additional terms and conditions, as necessary.
2. Each contract will be limited to no more than $5,000,000 per contract. Award amount is an estimate and is not guaranteed.
3. All purchase orders and invoicing will be directly with each member.
4. Legislative changes may constitute additional requirements. Vendors must agree to follow any new legislative changes that are requested by ASC or ASC member.
5. Vendors may be required to certify all training completed by employees including subcontractors. Proof of hours may be requested at any time and must be provided if requested.
6. Because ASC members require indefinite delivery and indefinite quality (IDIQ) for maintenance, repair, alteration, renovation, remediation, or minor construction of a facility when the work is of a recurring nature, this CSP is a request for one or more coefficients or multipliers to be applied to the UPB.
7. Additional insurance, permits, and additional bonds may be listed as a pass-through item.
8. Trade and/or specialty respondents must submit products, specifications for products to be used in this contract whether purchased or installation services, warranties, etc. in price list. If catalogs are available electronically, those are acceptable; however, vendors must complete all parts of this proposal for award consideration. Prices listed will be used to establish the extent of a vendor's product lines, services, warranties, etc. that are available from a particular offeror and the pricing per item. The trade and/or specialty proposer must provide detailed pricing of all goods and/or services required to

successfully execute this contract.

9. All respondents must submit a “Not to Exceed” coefficient(s) for the Texas Zones where the Vendor proposes to perform JOC and associated Facility Construction Services for Regular Working Hours and Non-Regular Working Hours per the 4BT OpenJOC™ Texas Construction Cost Database for pricing a job utilizing the 4BT Benchmark Construction Estimator® (BCE®), where appropriate.
10. This contract is based on Davis Bacon wage rates. It is the responsibility of the vendor to ensure the coefficient covers any wage rates that are higher.

Approved By: _____	**Date: _____**
Dr. Armando Aguirre	**June 10, 2024**
Dr. Armando Aguirre	**March 7, 2025**
Dr. Armando Aguirre	**March 3, 2026**

EL PASO INDEPENDENT SCHOOL DISTRICT

MEETING DATE: OCTOBER 12, 2026

 F.
OPERATIONS ITEMS

Board of Trustees
Executive Summary of Board Agenda Item

TITLE:
Approval to Award Bond Project Management Services, RFQ #27-005 (Administration Recommendation - AECOM Technical Services, Inc.; Broaddus & Associates; Procedeo, LLC; True North Consulting Group, LLC)

JUSTIFICATION STATEMENT:
To provide comprehensive management services for bond-funded projects, maintenance initiatives, and District-wide facility upgrades

PURPOSE OF AGENDA ITEM: Action

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Other

STAFF RESPONSIBILE: David Bates, Deputy Superintendent Operations & Support Systems; Oscar Garcia, Director Facilities & Construction; Haydee Pena, Assistant Superintendent Technology Operations Support Systems

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:
Strategic Lever III: Destination District - El Paso ISD solidifies its position as El Paso's destination district.

SUMMARY:
The Request for Qualifications (RFQ) is a method permitted under the Professional Services Procurement Act ("PSPA"), Sections 2254.002 and 2254.004 of the Texas Government Code, as applicable. The specifications and scope of work for RFQ #27-005 for Bond Project Management Services were collaboratively developed by the Procurement & School Resources and Facilities and Construction Departments to provide Bond Management services for various District projects and initiatives.

The Procurement Department initiated a proposal to seek qualifications from firms specializing in Bond Project Management Services. The qualified firms can provide comprehensive management for bond-funded projects, maintenance initiatives, and District-wide facility upgrades. They are qualified to serve as an extension of EPISD staff, the firm will deliver program-level oversight, support project delivery, and manage reporting and controls. The ultimate goal is to ensure that all projects are completed on time, within budget, in compliance with applicable standards and regulations, and with transparency to stakeholders throughout the process.

On August 20, 2026, an evaluation committee met to review and score the qualifications submitted. The evaluation committee consisted of Mr. Oscar Garcia, Director Facilities and Construction; Mr. Oscar Jaloma, Project Manager Construction; Mr. Jonny Lennon, Project Manager Construction; Mr. Joel Valencia, Director Operations Services; and Mr. Joel Olivas, Project Manager Civil. Ms. Laura Chavando, Buyer, acted as facilitator and moderator of the evaluation process. At the conclusion of the evaluation process, the committee determined that the top four (4) qualified firms would be recommended for award.

Administration now seeks approval to enter into contract negotiations with these recommended vendors on an as needed basis for Districtwide projects. Individual contracts will continue to abide by the guidelines established in Board Policy CH (Local), and will be presented to the Board for approval as per the indicated threshold amounts.

ADMINISTRATIVE RECOMMENDATION/MOTION:

It is recommended that the Board approve the award of Bond Project Management Services, RFQ #27-005, to AECOM Technical Services, Inc.; Broaddus & Associates; Procedeo, LLC; and True North Consulting Group, LLC, for a one (1) year term, with the option to extend for four (4) additional years, one (1) year at a time; further, that the Board authorize administration to enter into contract negotiations with the recommended vendors, on an as needed basis.

FUNDING SOURCE: ACCOUNT NO.:

FISCAL IMPACT AND COST:

IMPACT ON OTHER FUCTIONS/OPERATIONS:

CONSEQUENCES OF NON-APPROVAL:

Failure to obtain approval could result in a delay of bond funded projects not being on time or within budget, lacking compliance with applicable standards and regulations.

IMPLEMENTATION TIMELINE:

Upon Approval

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:

Recommendation Memo
Board Report
Scoring Summary
Executive Summary
CIP Form 1295
Scope of Work

PROCUREMENT &
SCHOOL RESOURCES
EL PASO ISD
it starts with us

DEPARTMENT SOLICITATION RECOMMENDATION MEMO

TO: Haydee Peña
Executive Director, Procurement & School Resources

FROM: Oscar Garcia
Director, Facilities and Construction

DATE: September, 3, 2026

SOLICITATION: ***CSP 27-005***
Bond Project Management Services

Description of Goods and/or Services:

The Bond Project Management Firm shall provide both program management and full owner's representative services across all phases of the bond program. Services are to be delivered as a single integrated offering encompassing engineering, construction management, technology infrastructure, and K-12 educational facility expertise. The following describes the full scope of expected services.

Recommended Vendor(s):

AECOM
Procedeo
Broaddus & Associates
True North Consulting Group

Rationale for Award:

RFQ Scoring by EPISD Evaluation Committeee for the most qualified vendor on the basis of demostrated competence and qualifications

Recommended Amount:

Pending approval of contract negotiations

Approval to Award Bond Project Management Services RFQ 27-005

The Request for Qualifications (RFQ) is a method permitted under the Professional Services Procurement Act ("PSPA"), Sections 2254.002 and 2254.004 of the Texas Government Code, as applicable. The specifications and scope of work for RFQ #27-005 for Bond Project Management Services were collaboratively developed by the Procurement & School Resources and Facilities and Construction Departments to provide Bond Management services for various District projects and initiatives.

The Procurement Department initiated a proposal to seek qualifications from firms specializing in Bond Project Management Services. The qualified firms can provide comprehensive management for bond-funded projects, maintenance initiatives, and district-wide facility upgrades. They are qualified to serve as an extension of EPISD staff, the firm will deliver program-level oversight, support project delivery, and manage reporting and controls. The ultimate goal is to ensure that all projects are completed on time, within budget, in compliance with applicable standards and regulations, and with transparency to stakeholders throughout the process.

The RFP was advertised in the *El Paso Times* newspaper for two (2) consecutive weeks and posted on the District's eBid system. Notifications were sent to one thousand nine hundred and sixty-nine (1,969) registered vendors through the District's eBid system. Thirty-six(36)vendors viewed the specifications from the eBid system, ten (10) vendors submitted a No Bid response, and four (4) vendors responded.

On August 20, 2026, an evaluation committee met to review and score the qualifications submitted. The evaluation committee consisted of Mr. Oscar Garcia, Director Facilities and Construction; Mr. Oscar Jaloma, Project Manager Construction; Mr. Jonny Lennon, Project Manager Construction; Mr. Joel Valencia, Director Operations Services; and Mr. Joel Olivas, Project Manager Civil. Ms. Laura Chavando, Buyer, acted as facilitator and moderator of the evaluation process. At the conclusion of the evaluation process, the committee determined that the top four (4) qualified firms would be recommended for award.

The Bidder's Preference Law did not affect the bid award.

Grant Funds will be used to support this purchase.

RECOMMENDATION: It is recommended the Board approve the award of the Bond Project Management Services, RFQ #27-005, to AECOM Technical Services, Inc.; Broaddus & Associates; Procedeo, LLC; and True North Consulting Group, LLC for a one (1) year term, with the option to extend for four (4) additional years, one (1) year at a time, and to authorize administration to enter into contract negotiations with the recommended vendors, on an as needed basis. Contracts that meet or exceed the established value as per CH (Local) that require Board approval, will be presented as they arise.

Respectfully submitted,

Stephanie Ponce

Ms. Stephanie Ponce
Director, Procurement & School Resources

Attachments: Copy of Recommendation Memo
Copy of Recommended Vendor 1295 Form
Copy of Executive Summary Backup Info

Adrian Ibarra

Copy of Scope of Work
Copy of Scoring Summary

EL PASO INDEPENDENT SCHOOL DISTRICT

RFQ #27-005 - Bond Project Management Services

Scoring Summary

Supplier	Score 100	Qualifications and Relevant Experience 14	Proposed Staffing Plan and Key Personnel Qualifications 11	Program Management and Owner's Representative Technical Approach 10	Construction Management and Engineering Coordination Approach 15	Technology Infrastructure Project Management Approach 12	K-12 Educational Facility Expertise and Knowledge of Texas Regulatory Requirements 12	Local and Regional Presence and Operational Capacity 12	References and Past Performance 14
AECOM Technical Services, Inc.	**95.80**	13.80	10.20	9.60	14.60	11.80	11.60	11.20	13.00
Procedeo, LLC	**85.80**	11.60	10.20	8.80	13.20	10.80	11.00	10.20	10.00
Broaddus & Associates	**84.40**	11.00	8.80	8.60	13.20	10.00	11.20	10.60	11.00
True North Consulting Group, LLC	**82.40**	12.00	9.40	8.60	12.20	10.40	10.60	9.20	10.00

PROCUREMENT & SCHOOL RESOURCES
EL PASO ISD
it starts with us

EXECUTIVE SUMMARY

Bond Project Management Services

RFQ #27-005

Description of Items / Services:	27-005 (Bond Project Management Services)
First Advertisement Date:	July 22, 2026
Second Advertisement Date:	July 29, 2026
Total Email Notifications Sent:	1,969
Ionwave Posting Date:	July 22, 2026
Pre-Bid Conference Date:	July 24, 2026
Response Due Date:	August 12, 2026
Total Days Bid Available:	21
Vendor Website Views:	36
Number of Bids Received:	4
Number of Late Bids Rejected:	0
Contract Term:	Initial One (1) Year Term, Option to Renew Four (4) Additional Years
Total Award Amount:	N/A

PROCUREMENT & SCHOOL RESOURCES
EL PASO ISD
it starts with us

EPISD RFQ #27-005
Bond Project Management Services

CIP Form 1295 Filing Exemption

Vendor: Insight Public Sector, Inc.



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1500650

Date Filed:
08/11/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Broaddus & Associates
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

El Paso Independent School District

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

27-004
Bond Program Management

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Broaddus, James	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Scott Broaddus, and my date of birth is 01/17/1972.

My address is 1301 S. Capital of Texas Hwy., Suite A-302, Austin (city), TX (state), 78746 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 11th day of August (month), 20 26 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1501387

Date Filed:
08/12/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

PROCEDEO, LLC
Grapevine, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

El Paso Independent School District

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFQ 27-005
Bond Project Management Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Bryan Dodson, and my date of birth is 07/20/1977.

My address is 1450 Hughes Rd. Suite 215, Grapevine (city), TX (state), 76051 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Texas, on the 12 day of August (month), 26 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1500460

Date Filed:
08/10/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
True North Consulting Group, LLC
Carrollton, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
El Paso ISD

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFQ 27-005
Addendum 4 (Bond Project Management Services) - Consulting Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
PMY USA Holdings Inc.	Carrollton, TX United States	X	
Yeomans, Paul	Melbourne Victoria Australia	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Jonathan E. Smith, and my date of birth is March 12, 1968.

My address is 3424 Midcourt Rd, Su. 124, Carrollton (city), Texas (state), 75006 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 10 day of August (month), 2026 (year).

Jonathan E. Smith

Signature of authorized agent of contracting business entity
(Declarant)

27-005 Addendum 4

Bond Project Management Services

Issue Date: 7/22/2026
Questions Deadline: 7/31/2026 04:00 PM (MT)
Response Deadline: 8/12/2026 02:00 PM (MT)

Contact Information

Contact: Ms. Laura Chavando, Buyer
Address: 4900 Woodrow Bean Dr.
El Paso, TX 79924
Phone: 1 (915) 230-3107
Email: lchavand@episd.org

Event Information

Number:	27-005 Addendum 4
Title:	Bond Project Management Services
Type:	Request for Qualifications
Issue Date:	7/22/2026
Question Deadline:	7/31/2026 04:00 PM (MT)
Response Deadline:	8/12/2026 02:00 PM (MT)
Notes:	

El Paso Independent School District, TX is issuing this Request for Qualifications to identify and select a highly experienced Bond Project Management Firm to provide comprehensive program management and owner's representative services in support of an anticipated bond program approaching one billion dollars, subject to voter approval in the November election. The selected firm will serve as a direct extension of El Paso Independent School District, TX's staff and will be responsible for the integrated delivery of engineering, construction management, technology infrastructure, and educational facility expertise across the full lifecycle of bond-funded projects.

The scope of services described herein reflects the full breadth of responsibilities expected of the Bond Project Management Firm, from pre-bond planning through project closeout. Given the magnitude and complexity of the anticipated program, El Paso Independent School District, TX requires a firm with demonstrated capacity to manage large-scale K-12 bond programs, deliver integrated services across all project types, and provide experienced on-site personnel capable of representing the District's interests at every phase of project execution.

Ship To Information

Contact:	EPISD Procurement & School Resources
Address:	4900 Woodrow Bean Dr. El Paso, TX 79924
Phone:	(915) 230-3100
Email:	bids@episd.org

Billing Information

Contact:	Accounts Payable
Address:	PO Box 20100 El Paso, TX 79998
Phone:	(915) 230-2136
Email:	accountspayable@episd.org

Bid Activities

Non-mandatory pre-bid conference

7/24/2026 11:00:00 AM (MT)

-Question and Answer Session for all prospective bidders.

-Due date for questions to be submitted is July 31, 2026 at 4:00 PM

Location:

Procurement & School Resources

4900 Woodrow Bean Drive

El Paso, TX 79924

Bid Attachments

2024_W9_Form.pdf View Online

(IRS W-9 FORM) Please complete W9

CIP_Form_1295.pdf View Online

(CIP FORM 1295) Complete and submit this form in the corresponding Response Attachments area.

REQUIRED_FORMS_RFQ _updated 1-2022.pdf View Online

Required Forms Request for Qualifications

EDGAR_FORM_1-5-2022.pdf View Online

EDGAR Certification Form, Contractor Certification (please fill out and return the applicable form for Service Contractor, Service Subcontractor, and/or Independent Contractor, and Form 1295

Pre-Employement Pre-Service Affidavit.pdf View Online

Pre-Employment / Pre-Service Affidavit - To be completed by the Vendor for any bids that require Services.

rev-27-005 On Bond Project Management Services Professional Services Questionnaire.docx View Online

Issued an addendum to update the Professional Services Questionnaire and correct the solicitation number and related solicitation information.

Insurance Limits.pdf View Online

Attached document to clarify Insurance Limits.

Requested Attachments

CIP Form 1295

(Attachment required)

Upload only the completed "CIP Form 1295" documents here. All sections of the form must be completed and signed.

IRS W-9 Form

(Attachment required)

Upload the completed IRS W-9 form here.

Certificate of Insurance

(Attachment required)

Please attach a copy of your certificate of insurance with the limits identified within the bid documentation.

EDGAR Certification

(Attachment required)

Upload only the completed "EDGAR Certification" documents here.

Required Forms

(Attachment required)

Upload only the completed "Required Forms" documents here. Notarize forms where applicable.

Professional Service Questionnaire

(Attachment required)

Pre-Employment Pre-Service Affidavit

(Attachment required)

Upload the completed Pre-Employment Pre-Service Affidavit

Subcontractor Listing

(Attachment required)

Provide a listing of all the subcontractors you intend to use during the entire term of the contract.

Bid Attributes

1	**INTRODUCTION** The El Paso Independent School District is the pioneer of public education in the Paso del Norte region. With a history that spans more than 140 years, El Paso ISD is proud of our position as the springboard for generations of students to realize their dreams. We are committed to continuing to invest in innovation and to empowering and inspiring our students so they can thrive socially, emotionally, and academically. We are El Paso's district! Our organization's theory of action is anchored on our core values, mission, and vision. In partnership with our families and community, we seek to uphold the highest standards to provide inclusive and fair learning experiences that support the whole child. We accomplish this theory of action through whole child development, delivery of instructional excellence, fostering a transparent culture of excellence, and intentional equity designed to make EPISD a destination district. The El Paso Independent School District has approximately 48,000 students, 71 schools, and 8,000 employees.
2	**GENERAL INFORMATION - Background Information** This solicitation is being issued in accordance with the following procurement-related guidelines and regulations as required: • Texas Education Code, Section 44.031, Purchasing Contracts • Texas Government Code, Title 10, Section 2254.001, Professional Services
3	**GENERAL INFORMATION - Solicitation Purpose** The El Paso Independent School District is issuing this Request for Qualifications to identify and select a highly experienced Bond Project Management Firm to provide comprehensive program management and owner's representative services in support of an anticipated bond program approaching one billion dollars, subject to voter approval in the November election. The selected firm will serve as a direct extension of El Paso Independent School District, TX's staff and will be responsible for the integrated delivery of engineering, construction management, technology infrastructure, and educational facility expertise across the full lifecycle of bond-funded projects. The scope of services described herein reflects the full breadth of responsibilities expected of the Bond Project Management Firm, from pre-bond planning through project closeout. Given the magnitude and complexity of the anticipated program, El Paso Independent School District, TX requires a firm with demonstrated capacity to manage large-scale kindergarten through grade twelve bond programs, deliver integrated services across all project types, and provide experienced on-site personnel capable of representing the District's interests at every phase of project execution.
4	**NOTICES - Public Disclosure Proposal Information** Potential offerors should be aware that once a proposal is opened, all information contained therein will be available to the public unless the information is excepted from disclosure under the Texas Government Code pertaining to Public Information. The exception that allows the District to protect that information, if released, would give an advantage to a competitor or bidder. However, the exception does not apply after the bidding is complete and the contract has been awarded. Trade Secrets, commercial or financial background data, and privileged or confidential information may be excepted from public inspection. If any information in your offer qualifies for an exception because it falls into one of the categories, it should bemarked "CONFIDENTIAL," and the basis of your claim of confidentiality should be stated. Data so identified will be maintained as a protected record. Offerors who claim that information in a proposal should be protected from public disclosure after the contract award may be asked to support such a claim if the District receives a Public Information Act Request for the information and requests a determination by the Attorney General.

5 NOTICES - Cone of Silence / Anti-Lobbying Policy

The District's Cone of Silence/Anti-Lobbying Policy was adopted to ensure a fair and competitive proposing environment by preventing communication between District officials, employees, or representatives and parties involved in the proposing process that could create an unfair advantage to any party concerning the award of a District contract. This restriction extends to "thank you" letters, phone calls, emails, and any contact that results in the direct or indirect discussion of the solicitation and/or proposal submitted by the Vendor. This policy is intended to create a level playing field for all Vendors and ensure the integrity of the solicitation process. Any violation of this provision may disqualify the Vendor's response from consideration.

The Cone of Silence shall begin upon the development of the scope of work through the issuance of a request for information (RFI), request for qualification (RFQ), request for proposal (RFP), bid, or other competitive solicitation as defined in state law and shall officially end upon execution of an award by the Board and/or the execution of a negotiated contract, whichever represents the final act in the procurement process.

Regardless of the above time period, it shall not be acceptable for potential vendors to participate in discussions that determine the scope of work, strategic direction, technical specifications, or evaluation criteria of such projects.

The Cone of Silence shall apply to acquiring goods or services using the procurement methods identified in state law and renewal periods for contracts previously awarded by the Board of Trustees with renewal options.

Campaign contributions, gifts, donations, and any other items of value shall be prohibited between the parties defined above for any known contract under consideration during the cone of silence period.

The Cone of Silence/Anti-Lobbying Policy prohibits any communication or lobbying activities during the Cone of Silence period by any person, including but not limited to proposers, lobbyists or consultants of proposers, service providers, or potential vendors, and any of the following:

1. Any Board member, Superintendent, senior staff member, principal, department head, director, manager, or other District employee who influences the evaluation or selection process.
2. District Staff and Consultants, including any employee of the District, any person retained by the District as a Consultant on the project, or any person having participated in the development, design, or review of documents related to the project.
3. Members of the District's Evaluation Committee, whether District employees or outside experts appointed or selected by the District.

The Cone of Silence/Anti-Lobbying Policy does not apply to:

1. Communication with the District's Legal Services and Procurement Services staff. Such communications shall be limited to the purpose of obtaining clarification or information concerning the subject of solicitation or engaging in contract negotiations during any scheduled meeting.
2. Questions of process and procedure, including oral communications with the Executive Director of Procurement & School Resources or procurement staff assigned as the point of contact for the solicitation, provided the communications are strictly limited to matters of process or procedure already contained in the solicitation document. A minimum of ten days will be provided for questions during solicitation unless otherwise stated in the Solicitation Schedule of Events.
3. Pre-Proposal/Pre-Proposal Conferences, including oral communications at pre-proposal or pre-proposal conferences, oral presentations before selection committees, contract negotiations, and public presentations made to the District's Board of Trustees during a duly noticed public meeting.
4. Written communications to the Procurement staff member identified in the solicitation.
5. Conducting business on contracts previously executed and currently in force.

☐ Vendor will comply with the Cone of Silence Policy
(Required: Check if applicable)

6 NOTICES - Questions and Request for Clarification

If a Vendor doubts the meaning of any part of this solicitation, questions or requests for clarification may be submitted electronically via the District's E-Bid system. Verbal questions and explanations are not permitted. Interpretations, clarifications, and answers to questions shall be made only by written response to all Vendors via E-Bid message or other delivery form if prior arrangements are made. To meet the District's schedule, it is extremely important that requests for clarification or additional information be submitted in writing no later than the date identified within this solicitation. Questions submitted after this date may not elicit a response.

7 NOTICES - Schedule of Events

The following Schedule of Events represents the District's estimated timetable that will followed in connection with this solicitation:

EVENTS	DATE AND/OR TIME
Issuance of Solicitation	7/22/2026
Site Visits *(If Applicable)*	N/A
Non Mandatory Pre-Proposal Informational Conference *(Attendance Highly Recommended)*	7/24/2026 11:00 AM
Last Day for Proposers to Submit Written Questions *(Must submit through Ionwave)*	7/31/2026 4:00 PM
Answers to Questions Provided *(Posted through Ionwave)*	8/4/2026
Deadline for Submission of Proposals	8/12/2026 2:00 PM
Evaluation of Proposals *(Approximate)*	August/September
Interviews / Presentations *(If Applicable)*	TBD
Negotiations *(If Applicable)*	N/A
Contract Award Date *(Approximate)*	September/October

NOTE - The District reserves the right, at its sole discretion, to adjust this Schedule of Events as it deems necessary. If changes are necessary, the District will communicate any adjustments in the form of an addendum or other communication issued through the Ionwave platform.

8 NOTICES - Solicitation Term (Initial and Optional Terms)

The term of this solicitation will be for one (1) year ("initial term") that will take effect upon the completion of the award process as determined by the District. The District shall have the option to extend the term of the solicitation for up to four (4) additional years ("optional terms") at its discretion. Renewal terms will be contingent upon satisfactory delivery of goods and/or services. Each renewal term shall be at the same contract price/discount established for the initial term unless otherwise approved by District.

All intent to terminate notifications for this agreement must be delivered via certified mail to the following:

El Paso Independent School District
Procurement & School Resources
Attn: Executive Director
(27-005) Bond Project Management Services
4900 Woodrow Bean Dr.
El Paso, TX 79924

9	**NOTICES - Electronic Submittal** As permitted by law, Section 44.0313 of the Education Code, the District conducts non-construction solicitation transactions by electronic means (E-Bid System) to the extent possible. The E-Bid System is web-based, and the process requires vendor registration in order to use the system and provide an electronic response to this solicitation. The instructions for electronic filing can be accessed at: **https://www.episd.org/o/episd/page/new-e-bid-system-and-vendor-registration** If you need assistance with registering or accessing the information, you may contact the Procurement & School Resources Department at (915) 230-3100 for assistance. Vendors are responsible for ensuring that their proposal has been properly submitted. Failure to comply with the requirements of this solicitation, including the specific form of the submission required, may be grounds for disqualification of the proposal as "non-responsive." All proposals shall be submitted through the Ionwave platform or, in hard copy, by hand delivery, mail, or overnight carrier. The District will not accept proposals via facsimile or email.
10	**NOTICES - Hard Copy Pickup and Submission** If the Vendor does not have the means to submit a response electronically, the District will accept hard copy responses; however, the Vendor must register on the Ionwave platform in order to receive communications during the process. If the Vendor has no access to a computer system, the Vendor may contact the Procurement & School Resources Department at (915) 230-3100 for assistance in registering or obtaining responses from the system. Prospective Vendors may obtain a hard copy of this solicitation from the District's Procurement & School Resources Department, located at 4900 Woodrow Bean Dr., El Paso, Texas 79924, between the hours of 9:00 a.m. and 4:00 p.m. Please contact the Procurement & School Resources Department at (915) 230-3100 in advance of your visit to ensure that the hours have not changed and someone will be available to assist you. Hard copy responses must be submitted prior to the stated submission deadline. Responses shall be mailed or hand delivered to the following address in a sealed envelope or package: El Paso Independent School District Procurement & School Resources Department 4900 Woodrow Bean Dr. El Paso, TX 79924 The Vendor's name, return address, the solicitation name and number, and the opening date and time must be clearly marked on the submitted package. The Procurement & School Resources Department may open any unlabeled submittal to identify it properly. Vendors are required to identify their packages to protect the integrity of their proposals and to fully avail themselves of the evaluation and selection process. Hard copy responses may be modified, provided such modifications are sealed and received at the District's Procurement & School Resources Department prior to the stated solicitation submission deadline. Any proposal or modification received after the solicitation submission deadline shall not be accepted or considered.
11	**NOTICES - Proposal Delivery Responsibility** Proposals received at the Procurement & School Resources Department after the specified date and time will not be accepted. Package delivery services such as FedEx, UPS, etc., deliver packages addressed to the Procurement & School Resources Department directly to the department. U.S. Postal Service deliveries, including Express Mail, are delivered directly to the department. The offeror accepts all responsibility for providing its proposal to the address stated in this solicitation within the specified time, or the proposal will be considered non-responsive and mailed back unopened. If the envelopes do not reflect a return address, they will be opened for the sole purpose of obtaining the return address.

12	**NOTICES - Descriptive Literature** Descriptive literature, where applicable, containing the complete scope of services or other information sufficient for the District to determine compliance with the specifications must accompany each proposal. If a Vendor wishes to furnish additional information, more sheets may be added. The District is not responsible for locating or securing any information not identified in the offer and is reasonably available. The District will not be responsible for locating or securing information not included in the offer. In conducting its assessment, the District may use data provided by the Vendor and data obtained from other sources. Still, while the District may elect to consider data obtained from other sources, the burden of providing thorough and complete information rests with the Vendor.
13	**NOTICES - Proposal Documents, Supporting Literatature, and Related Data** Related data, where applicable, will be made part of the proposal. All proposal documents, literature, and related data submitted as an offer become the property of the El Paso Independent School District.
14	**NOTICES - Proposal Preparation Cost** This solicitation does not commit the El Paso Independent School District to pay any costs incurred in preparing and submitting the proposal or to contract for the services specified. This solicitation is not to be construed as a contract or a commitment of any kind, nor does it commit the District to pay for any costs incurred in the preparation of a formal presentation, or for any costs incurred prior to the execution of a formal contract.
15	**NOTICES - Contract Performance** The Vendor shall be responsible for the completion of all work set out in any potential contract and task orders. All work is subject to inspection, evaluation, and acceptance by the District. The El Paso Independent School District may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract terms and conditions.
16	**NOTICES - Notification of Proposal Award** All awards are made by the Board of Trustees or the Administration of the El Paso Independent School District in accordance with District policy. All agendas for meetings of the District's Board of Trustees are posted on the District's website and available to the public. Information may be accessed at: https://www.episd.org/page/board-meeting-agendasmaterials-new Additionally, notifications of awards are sent to both awarded and non-awarded respondents via the District's Ionwave platform.
17	**NOTICES - Acceptance or Rejection of Proposals** The District reserves the right to accept or reject any or all proposals, to waive all minor technicalities and formalities, and to accept the proposal determined to be the most advantageous to the District. Additionally, the District may accept a proposal subject to an exception if, in its sole judgment, the proposal meets or exceeds the District's specifications. In evaluating responses, the District is not required to select the response based solely on the lowest pricing and will consider the criteria set out in the Texas Education Code, Section 44.031(b), and any other factors specifically set out in this solicitation.

18 NOTICES - Solicitation Protest Procedures

A protest may be submitted in writing during the solicitation process when the aggrieved vendor knows or should have known the factors giving rise to a protest or within five (5) business days after the bid due date.

A written formal protest must contain a minimum of the following:

- The solicitation number and title of the solicitation.
- Specific identification of the statutory or regulatory provision(s) that the procurement staff member or department allegedly violated.
- A specific description of each act alleged to have violated the statutory or regulatory provision(s) identified above.
- A statement of the relevant facts that includes timelines and involved parties.
- Identify the issues that need to be resolved to support the protest.
- Protest should be emailed to the procurement staff member responsible for the bid, with the subject line stating “Dispute/Protest and Bid/CSP/RFP name and number.”

The Executive Director of the Procurement & School Resources Department shall:

- Contact the involved department and inform them of the vendor protest.
- Gather information and prepare documentation for the Chief Financial Officer, outlining the solicitation, evaluation, and award of the solicitation.
- Inform the involved department on the vendor protest's progress and/or outcome.

The Procurement & School Resources Department shall promptly issue a written decision if the protest is not resolved by mutual agreement. The decision shall consist of the following:

- The reasons for the action taken will be determined and sent to the aggrieved vendor.
- A copy of the decision shall be immediately forwarded to the vendor and any other party intervening.
- All decisions will be based on “best value” for the District.
- A decision shall be final and conclusive.
- All vendor protest documentation shall be filed with Procurement & School Resources in the respective bid file.

19 NOTICES - Additional Goods and/or Services

During the Term of a Contract awarded under this solicitation, additional goods/services not included in the original solicitation list and resulting awarded contract may become necessary and benefit El Paso ISD. Vendor and El Paso ISD agree that the aggregate value of added purchases during each year of the Contract (if renewed) shall not exceed 25% (10% for federally funded purchases) of the estimated total value of the Contract. The total value of the Contract must be agreed upon, and the dollar value listed inthe Contract and each renewal term of the Contract (if any). For purposes of this section, the total value of the Contract includes all contracts awarded because of the procurement solicitation to all vendors. For the initial Term of a Contract awarded under this solicitation, Vendor and El Paso ISD agree that the total value of the Contract shall be as stated on the award. Additions of new products may be included in the awarded Contract list during the renewal of the Contract through an amendment to the Contract, and the total Contract value adjusted accordingly. For each renewal term of the Contract, the total actual value of the Contract in the preceding year and the additional new product(s) made during that Term will be the basis for determining the maximum dollar amount (not to exceed 25%) of the additional new product(s) that will be allowed during the next Contract renewal term. Material change means a modification that exceeds and/or alters the terms of the original contract between EPISD and the Vendor, exceeding 25% of the contract value.

20	**SCOPE OF WORK - Background Information** El Paso Independent School District, TX serves one of the largest school communities in the region. The anticipated bond program will fund a wide range of capital improvement projects that may include new school construction, renovation and modernization of existing facilities, safety and security upgrades, site improvements, and technology infrastructure upgrades, all within an integrated program delivery framework. The District intends to leverage this bond program to address deferred maintenance, improve learning environments, advance equity across its campuses, and ensure that all facilities meet contemporary educational, technological, and safety standards. The Bond Project Management Firm will play a central role in translating the District's capital vision into executed projects that are delivered on time, within budget, and in compliance with all applicable regulations and community expectations. ☐ Read and Understood *(Required: Check if applicable)*

21 **SCOPE OF WORK - Objectives**

El Paso Independent School District, TX has established a clear set of objectives that the Bond Project Management Firm is expected to advance throughout the life of the bond program. These objectives define the outcomes against which the success of the engagement will be measured and shall guide the firm's decision-making at both the program and project levels:

1. Deliver all bond-funded projects on time, within the approved budget, and in accordance with the quality standards, design requirements, and educational objectives established by the District.

2. Establish and maintain a single, integrated program delivery framework that unifies engineering, construction management, technology infrastructure, and kindergarten through grade twelve educational facility expertise under one coordinated service structure.

3. Safeguard the integrity of bond funds by implementing rigorous financial controls, transparent cost tracking, and accountability systems that provide the District, the Board of Trustees, and the community with real-time visibility into fund utilization.

4. Ensure full compliance with all applicable local, state, and federal regulations governing public school construction in Texas, including Texas Education Agency facility requirements, Americans with Disabilities Act standards, and Texas procurement laws.

5. Advance equity across all campuses by ensuring that capital investments are distributed and prioritized in alignment with the District's educational and operational goals, addressing deferred maintenance and improving learning environments District-wide.

6. Minimize disruption to active school operations and student learning environments through careful sequencing, phasing, and coordination of construction activities on occupied campuses.

7. Modernize learning environments and facilities so that they meet contemporary educational, technological, safety, and security standards, supporting current and future instructional models.

8. Promote transparency and public trust through consistent, accurate, and timely communication with District leadership, the Board of Trustees, oversight bodies, and the community.

9. Proactively identify, monitor, and mitigate risk across the entire project portfolio to prevent cost overruns, schedule delays, and quality deficiencies.

10. Provide the District with experienced, dedicated on-site personnel who represent the District's interests at every phase of project execution and function as a seamless extension of District staff.

11. Incorporate sustainable design practices, including energy efficiency, daylighting, indoor air quality, and water conservation, to reduce long-term operational costs and support healthy learning environments.

12. Establish a durable governance and reporting structure, including support for a Citizens Bond Oversight Committee or similar body, that ensures long-term accountability throughout the program's duration.

☐ Read and Understood
(Required: Check if applicable)

22 **SCOPE OF WORK - General Requirements**

The PMF shall provide services across the full project lifecycle:

Program Management (District-Wide Oversight)

· Develop and maintain a Master Program Management Plan

· Establish governance structure and reporting protocols

· Implement program controls systems (budget, schedule, document management)

- Develop standardized procedures, templates, and best practices
- Track performance metrics across all projects
- Support bond program tracking and reporting (if applicable)
- Coordinate with EPISD departments (Facilities, Finance, Procurement, Legal)

Project Planning and Pre-Construction

- Assist with project scoping and needs assessments
- Develop project budgets and cost estimates
- Prepare and maintain master schedules and milestones
- Assist with project prioritization and phasing strategies
- Support feasibility studies and site evaluations
- Review design standards and alignment with district requirements
- Provide constructability reviews and value engineering

Procurement and Contracting Support

- Assist EPISD in developing and issuing RFQs, RFPs, and bid packages
- Support evaluation of proposals and contract negotiations
- Ensure compliance with Texas procurement laws and EPISD policies
- Maintain procurement documentation and audit readiness
- Coordinate with legal and procurement teams

Design Phase Management

- Monitor and coordinate activities of architects and engineers (A/E firms)
- Ensure designs meet budget, schedule, and program requirements
- Facilitate design review meetings
- Track design progress and deliverables
- Identify design risks and recommend mitigation strategies

Construction Phase Management

- Provide on-site and remote project oversight
- Monitor contractor performance and compliance with contract requirements
- Track schedule progress and delays
- Review and validate pay applications and change orders
- Conduct site visits and inspections
- Manage project documentation (RFIs, submittals, change logs)

- Ensure adherence to safety, quality, and regulatory requirements

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Cost Control and Financial Management

- Develop and maintain detailed cost tracking systems
- Monitor budgets and forecast expenditures
- Review and validate contractor invoices and change orders
- Provide cash flow projections
- Identify potential cost overruns and recommend corrective actions

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Schedule Management

- Develop and maintain baseline and updated project schedules
- Track milestone progress
- Analyze delays and recommend recovery plans
- Coordinate dependencies across multiple projects

Quality Assurance / Quality Control (QA/QC)

- Implement QA/QC processes for all phases of the project
- Conduct inspections and audits
- Ensure compliance with design standards and specifications
- Coordinate commissioning and closeout activities

Risk Management

- Identify, assess, and track project risks
- Develop mitigation strategies
- Maintain a risk register
- Provide proactive issue resolution

Stakeholder Engagement and Communications

- Develop and implement a communication plan
- Prepare reports, presentations, and dashboards
- Support public meetings and Board updates
- Coordinate communication with internal departments and external stakeholders
- Ensure transparency for bond program reporting (if applicable)

Reporting Requirements

The PMF shall provide regular reporting including:

- Monthly program status reports
- Project dashboards (cost, schedule, risks)
- Executive summaries for district leadership
- Board-level presentations as needed
- Compliance and audit reports

Project Closeout

- Facilitate project closeout processes
- Ensure completion of punch lists
- Verify delivery of as-built drawings and documentation
- Coordinate final inspections and occupancy approvals
- Document lessons learned

Deliverables

The PMF shall produce, at minimum:

- Master Program Management Plan
- Project schedules and updates
- Cost reports and forecasts
- Monthly status reports
- Risk registers
- Procurement documentation support
- QA/QC reports
- Closeout documentation

Staffing Requirements

The PMF shall provide a qualified team including:

- Program Manager / Director
- Senior Project Managers
- Project Controls Specialists (cost/schedule)
- Construction Managers / Inspectors
- Administrative Support Staff

All personnel must demonstrate experience with:

- K–12 school district construction programs

- Texas public procurement laws
- Large-scale capital improvement programs

Coordination with EPISD

The PMF will work under the direction of EPISD leadership and:

- Coordinate with Facilities & Construction Department
- Support Finance, Procurement, and Legal teams
- Collaborate with architects, contractors, and consultants

Performance Standards

The PMF will be evaluated based on:

- Meeting project schedules and budgets
- Accuracy of reporting and forecasting
- Responsiveness and communication
- Quality of deliverables
- Compliance with regulations and district procedures

Term of Services

The contract term will be established by EPISD and may include:

- Initial contract period (e.g., 3–5 years)
- Renewal options based on performance

Compliance

The PMF must comply with:

- Texas Education Code
- State procurement laws
- EPISD policies and procedures
- OSHA and safety requirements
- Applicable federal and state regulations

Optional Services (As Needed)

- Bond program advisory services
- Technology project oversight
- Energy management and sustainability consulting
- Facility condition assessments
- Disaster recovery and emergency response support

☐ Read and Understood
(Required: Check if applicable)

23 **SCOPE OF WORK - List of Subcontractors**

If at any point during the term of the contract, the Contractor deems it necessary to employ subcontractors, please note that all services shall be performed by qualified and trained service personnel directly employed on a full-time basis by the Contractor or its Subcontractor(s). Subcontracting of any portion of the services encompassed in this contract shall be allowed, but Subcontractor(s) shall be subject to approval by the District. If any additional subcontractors will be employed after the beginning of the contract term, it is the responsibility of the Contractor to notify the District and obtain approval before allowing them to provide any services.

Provide a listing of all the subcontractors you intend to use during the entire term of the contract and upload that listing onto the "Subcontractor Listing" section in the Response Attachments.

☐ Read, Understood, and Listing Attached
(Required: Check if applicable)

24 **PROPOSAL INFORMATION - Authorized Signatory**

Please provide the NAME and TITLE of the company representative identified as an authorized signatory for any potential contract documents associated with this solicitation.

(Required: Maximum 1000 characters allowed)

25 **PROPOSAL INFORMATION - Company Contact Email**

Please list the email address of the company contact person that the District would be emailing regarding this bid and to whom questions about purchases and purchase orders should be addressed.

(Required: Email address)

26 **PROPOSAL INFORMATION - Principal Place of Business**

Pursuant to the Texas Government Code, Chapter 2252, Subchapter A, it is necessary for the District to determine the residency of its vendors. In part, this law reads as follows:

- Section 2252.001: 'Nonresident bidder' refers to a person who is not a resident. 'Resident bidder' refers to a person whose principla place of business is in this state, including a vendor whose ultimate parent company or marjority owner has their principal place of business in this state.
- Section 2252.002: A governmental entity may not award a governmental contract to a 'nonresident bidder' unless the nonresident underbids the lowest bid submitted by a responsible ' resident bidder' by an amount that is not less than the amount by which a 'resident bidder' would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

Please indicate your principal place of business (State).

☐ Alabama ☐ Alaska ☐ Arizona ☐ Arkansas ☐ California ☐ Colorado ☐ Connecticut
☐ Delaware ☐ Florida ☐ Georgia ☐ Hawaii ☐ Idaho ☐ Illinois ☐ Indiana ☐ Iowa ☐ Kansas
☐ Kentucky ☐ Louisiana ☐ Maine ☐ Maryland ☐ Massachusetts ☐ Michigan ☐ Minnesota
☐ Mississippi ☐ Missouri ☐ Montana ☐ Nebraska ☐ Nevada ☐ New Hampshire ☐ New Jersey
☐ New Mexico ☐ New York ☐ North Carolina ☐ North Dakota ☐ Ohio ☐ Oklahoma ☐ Oregon
☐ Pennsylvania ☐ Rhode Island ☐ South Carolina ☐ South Dakota ☐ Tennessee ☐ Texas
☐ Utah ☐ Vermont ☐ Virginia ☐ Washington ☐ Washington, D.C. ☐ West Virginia ☐ Wisconsin
☐ Wyoming ☐ Other

(Required: Check only one)

27 **PROPOSAL INFORMATION - References**

Provide information regarding three (3) school district clients, other than the El Paso ISD, to whom you have provided similar goods or services to the ones requested in this solicitation or with whom you have worked on projects of similar size and scope to the one for which services are requested in this solicitation. It is preferred that the references are from school districts similar in size to the El Paso ISD. El Paso ISD has an approximate student enrollment of 48,000 students.

For each reference, provide the following information:

1. Reference Name
2. Entity Name and Address
3. Telephone Number
4. Email Address

References may be contacted regarding the quality of your service and your qualifications. Please ensure that the reference point of contact is responsive. Points will be deducted for non-responsive references.

(Required: Maximum 4000 characters allowed)

28 **EVALUATION - Criteria and Factors**

The District reserves the right to award the Vendor offering the best value, and not necessarily to the Vendor proposing the lowest price, and reserves the right to accept or reject any or all Proposals and waive any formalities. It is not the policy of the District to purchase on the basis of lowest price proposals alone. In evaluating proposals submitted, the District will consider the criteria set out in the Texas Education Code, Section 44.031(b), including the following:

EVALUATION CRITERION	MAXIMUM POINTS
1. Qualifications and Relevant Experience	14
2. Proposed Staffing Plan and Key Personnel Qualifications	11
3. Program Management and Owner's Representative Technical Approach	10
4. Construction Management and Engineering Coordination Approach	15
5.Technology Infrastructure Project Management Approach	12
6. K-12 Educational Facility Expertise and Knowledge of Texas Regulatory Requirements	12
7. Local and Regional Presence and Operational Capacity	12
8. References and Past Performance	14
Total Points Available	**100**

CRITERION DESCRIPTION

1. Qualifications and Relevant Experience (14 POINTS)

Firms must first meet minimum qualifications before their submissions are evaluated further. Responses will be assessed on the depth and direct relevance of the firm's experience managing K-12 bond programs and capital improvement programs of comparable scale and complexity to the anticipated program at El Paso Independent School District, TX. The firm's demonstrated track record of delivering K-12 bond program projects on schedule and within approved budgets will be reviewed through verifiable project references and outcome documentation. Experience managing multi-project bond programs involving simultaneous construction on occupied school campuses will be assessed as a distinct component of this criterion.

2. Proposed Staffing Plan and Key Personnel Qualifications (11 POINTS)

Evaluators will assess the quality, experience, and availability of all named key personnel proposed for assignment to this engagement. The proposed Program Director or Program Executive will be evaluated based on their experience managing K-12 bond programs of comparable scale, their demonstrated ability to serve as the primary relationship manager with school district leadership and a Board of Trustees, and their history of overseeing programs of the anticipated magnitude at El Paso Independent School District, TX. Evaluators will confirm that all proposed key personnel meet or exceed the five-year minimum experience requirement in K-12 school construction or bond program management and assess whether the plan demonstrates a sufficient on-site presence in El Paso, TX to meet the operational demands of a program of this scale.

3. Program Management and Owner's Representative Technical Approach (10 POINTS)

Evaluators will assess the thoroughness and practicality of the firm's proposed approach to establishing and operating a centralized program management office on behalf of El Paso Independent School District, TX. The firm's proposed program management information system will be evaluated for its ability to integrate cost, schedule, document control, and reporting functions in a manner accessible to El Paso Independent School District, TX staff. The approach to risk management, including the identification, monitoring, and mitigation of risks across a large multi-project portfolio, will be reviewed for depth and practicality.

4. Construction Management and Engineering Coordination Approach (15 POINTS)

Evaluators will review the firm's proposed approach to providing active, on-site construction management oversight across all bond-funded projects at El Paso Independent School District, TX. The proposed quality control and quality assurance protocols, and how they will be applied consistently across all trades and construction activities, will be evaluated for rigor. The firm's approach to monitoring contractor safety programs, documenting contractor performance, and administering construction contracts on behalf of El Paso Independent School District, TX will be reviewed.

5. Technology Infrastructure Project Management Approach (12 POINTS)

Evaluators will assess the firm's proposed approach to managing technology infrastructure projects as a fully integrated component of the overall bond program rather than as a standalone service. The firm's approach to ensuring technology designs are aligned with pedagogical goals, the District's technology standards, and future scalability requirements will be evaluated. Evaluators will assess how the firm proposes to manage technology vendors and integrators as part of the broader project team and how their work will be coordinated with civil,

architectural, and MEP construction activities.

6. K-12 Educational Facility Expertise and Knowledge of Texas Regulatory Requirements (12 POINTS)

Evaluators will assess the depth of the firm's institutional knowledge of K-12 educational facility planning, design standards, and operational requirements as they apply specifically to Texas public school construction. The firm's demonstrated knowledge of Texas Education Agency facility requirements, Americans with Disabilities Act standards, and other regulations applicable to public school facilities in Texas will be evaluated. The firm's ability to provide guidance on educational programming and space planning to support contemporary instructional models will be reviewed.

7. Local and Regional Presence and Operational Capacity (12 POINTS)

Evaluators will assess the firm's ability to establish and maintain a local or regional presence in El Paso, TX sufficient to support the operational demands of a program of the anticipated scale. Responses will be reviewed for evidence of an existing office presence, a proposed plan for establishing a local office, or a clear commitment to providing on-site staffing at active project locations in El Paso, TX. The firm's demonstrated capacity to deploy sufficient personnel resources, both on-site and off-site, to manage simultaneous construction activities across multiple campuses within El Paso Independent School District, TX will be evaluated. The firm's plan for coordinating with local subcontractors, vendors, consultants, and regulatory agencies operating in El Paso, TX will also be assessed under this criterion.

8. References and Past Performance (14 POINTS)

Evaluators will contact provided references to verify the accuracy of information submitted and to assess past performance on comparable bond program engagements. References from K-12 school districts in Texas will be weighted most heavily, with emphasis placed on programs of comparable scale and complexity. Evaluators will assess feedback received regarding the firm's responsiveness to client needs, quality of deliverables, adherence to schedules and budgets, staff performance, transparency in reporting, and overall effectiveness as an owner's representative and program manager.

☐ Read and Understood
(Required: Check if applicable)

29 **EVALUATION - Minimum Point for Multi-Award Consideration**

It is the District's intent to award contracts to multiple vendors to ensure the District's demands are met at all times and that those vendors offer the best value to the District. The District reserves the right to issue multiple vendor awards per category, in its best interest, in order to ensure supply availability as required. The District, at its discretion, may select among qualified vendors who have been selected through the solicitation process. The quote process will consider not only price, but also the availability of goods and the delivery timeline. This process will ensure that the District obtains the best value in all purchases.

For this solicitation, the District reserves the right to award to multiple vendors, based on the evaluation criteria outlined. Please note that only those proposals receiving an evaluation score of seventy (70) points or higher of the total maximum possible score, as identified in the Evaluation Criteria, will be considered for award. Consideration of the award, however, does not guarantee the award.

☐ Read and Understood
(Required: Check if applicable)

30 **EVALUATION - Process and Award Determination**

All proposals are subject to the terms and conditions of this solicitation. Material exceprtions to the terms and conditions, or failure to meet the District's minimum specifications, shall render the proposal non-responsive to the solicitation.

Any award made under this solicitation shall be made to the Vendor who provides goods or services, other than profesional services as defined by Section 2254.002 of the Texas Government Code, that are determined to be the most advantageous to the District. Factors to be considered in determining the proposal most advantageous to the District are included below, and are described within the evaluation criteria described on this solicitation.

As part of the requirement to establish the responsibility of the Vendor, the District may perform a price analysis to determine the reasonableness of the price(s) at which the goods and/or services are offered. Prices that are

significantly lower than the mean of all offers and that appear to be unreasonably low may be determined to be evidence of non-responsibility and cause the proposal to be rejected.

- An Evaluation Committee shall be established to evaluate proposals based solely on the Evaluation Criteria set forth within this solicitation. Factors not specified in the solicitation will not be considered. The District reserves the right to waive any minor irregularities or technicalities in the proposals received. Proposals will be evaluated individually against the requirements stated in the solicitation.
- Minor problems of completeness or compliance may be brought to the attention of the Vendor for clarification. Substantial deviations from specifications or other requirements of this solicitation will disqualify the proposal.
- Cost will not be the only consideration in the selection of short-listed proposals. A detailed evaluation of proposals will determine the most favorable combination of various elements for this solicitation. The selection of the awarded proposal will be based on what the evaluators believe to be most advantageous to the District.
- During the evaluation process, the District reserves the right, where it may serve in the District's best interest, to request additional information or clarifications from the Vendor or to allow corrections of errors or omissions.
- The Procurement & School Resources Department will arrange the presentation/interview process, if deemed necessary, for discussion and/or clarification. Points may be deducted or added to the Vendor's preliminary score as necessary by the Evaluation Committee.
- The District may request the Vendors in the competitive range ("short list" finalists) to provide an onsite demonstration of their solution at a location that resembles the scope and size of the requirements laid out within this solicitation. Vendors will be asked to provide possible site locations for these onsite demonstrations. All planning associated with the logistics of these onsite demonstrations and any costs incurred will be borne entirely by the vendor. The District will be responsible only for travel-related costs for their staff attending the agreed-upon sites.
- The District reserves the right to negotiate the final scope of services, price, schedule, and any and all aspects of this solicitation with all Vendors in the competitive range ("short list" finalists). Once negotiations are complete, the District shall establish a common date and time for submitting the Best and Final Offers. If a Vendor does not submit a notice of withdrawal of its offer or a Best and Final Offer, the Vendor's immediate previous offer shall be construed as its best and final offer.
- The best and final offers shall be evaluated in essentially the same manner as the initial offers. The contract shall be awarded to the responsible Vendor whose qualifications, price, and other factors are the most advantageous to the District.
- The District reserves the right to award this contract to one Vendor, to make multiple awards, and to award without discussions. The District may reject any or all offers if such action is in the District's interest, award a contract other than to the lowest respondent, waive informalities and minor irregularities in offers received, and award all or part of the requirements stated.
- Proposals that are considered non-responsive will not receive consideration. The District reserves the right to reconsider any proposal submitted during the evaluation process. It also reserves the right to meet with any Vendor at any time to gather additional information. Furthermore, the District reserves the right to delete, add, or modify any aspect of this procurement through competitive negotiations until the final contract signing.
- The awarded Vendor's proposal will be incorporated into the final contract. Any false or misleading statements in the proposal will be grounds for disqualification or contract termination. Submission of a proposal indicates acceptance by the Vendor of the conditions in this solicitation unless clearly and specifically noted in the proposal and confirmed in the contract between the District and the awarded Vendor.

☐ Read and Understood
(Required: Check if applicable)

31 FINANCIALS - Responsibility Determination

The responsibility determination includes consideration of a Vendor's integrity, compliance with public policy, past performance with the District (if any), financial capacity, and eligibility to perform government work (e.g., debarments/suspension from any Federal, State, or local government). The District reserves the right to perform whatever research it deems appropriate to assess the merits of any Vendor's proposal.

Provide a current financial statement for your company (or individually if you are a sole proprietor) and end-of-year financial statements for the past two (2) years. Such statements are preferred to be audited; however, if audited financials are unavailable, please submit statements prepared by a third-party preparer.

Financial Statements

Please provide financial statements for your organization for at least the last two (2) fiscal years as follows:

If a **publicly** held organization:

1. Consolidated financial statements submitted to the Securities and Exchange Commission (SEC) on Form 10K.
2. The most recent Form 100 since the last Form 10K was submitted.
3. Any Form 8K's in your last fiscal year.

If a **privately** held organization:

1. Balance sheet for your last two fiscal years certified by an independent Certified Public Accountant.
2. Statement of income of your last two fiscal years certified by an independent Certified Public Accountant.
3. Management discussion and analysis of your organization's financial condition for the last two years indicating any changes in your financial position since the certified statements were prepared.
4. If not considered proprietary, please provide any recent Management Letters.

Evidence of Financial Responsibility

Submit evidence of financial responsibility. This may be a credit rating from a qualified firm preparing a credit rating or a bank reference. The District reserves the right to confirm and request clarification of all financial information provided (including requesting audited financial statements certified by an independent Certified Public Accountant) or to request documentation of the Vendor's ability to comply with all of the requirements in the Proposal Documents. Incomplete disclosures may result in a proposal being deemed non-responsive.

Note: Dun & Bradstreet has the capability to obtain information on past performance on specific contractors. Accordingly, the District may require Vendors to provide a copy of a recent past performance report prepared by Dun & Bradstreet. The Past Performance Evaluation Report provided to the Vendor by Dun & Bradstreet shall be submitted no later than 14 calendar days after request by the District. The Vendor shall be responsible for the cost of Dun & Bradstreet's report preparation.

☐ Attached in "Response Attachments" ☐ Not Attached - Explanation in "Response Attachments"
(Required: Check only one)

32 CERTIFICATIONS - Insurance

Vendor represents that it can provide the insurance coverage set out in the attachment "Insurance Limits" of this solicitation and will provide evidence of such coverage to the District at the time a contract for goods and/or services is executed. Please indicate below if the vendor complies.

☐ Vendor COMPLIES with Certification ☐ Vendor Does NOT COMPLY with Certification
(Required: Check only one)

33 **CERTIFICATIONS - Conflict of Interest**

As part of the proposal submission, it is required that the Vendor comply with certification that they will disclose any conflicts of interest related to any individual associated with the District. Local Government Code, Section 176.003 (a)(2)(A)states that a local government officer shall file a conflicts disclosure statement with respect to a Vendor if the Vendor:

- has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that:
  - a contract between the local governmental entity and vendor has been executed; or
  - the local governmental entity is considering entering into a contract with the vendor.

Any sort of familial relationship must also be disclosed. Vendors are also required to certify that they do not have a "family relationship" with any individual associated with the District. “Family relationship” means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

As a means of additional clarification, Opinion No. GA-0446 from the Office of the Texas Attorney General defines the following terms:

- Business Relationship - a connection between two or more parties based on a commercial activity of one of the parties.
- Affiliation - an association between two or more parties outside a business relationship.

Please indicate if you can comply with the certification that you will disclose if any member of your organization has a Conflict of Interest with any member of the District. This would include, but is not limited to, any sitting member of the Board of Trustees and any employed staff member of the El Paso Independent School District.

☐ Vendor COMPLIES with Certification ☐ Vendor Does NOT COMPLY with Certification

(Required: Check only one)

34 **CERTIFICATIONS - Interlocal Cooperation Agreement**

The District is permitted, under the provisions of Texas Government Code Chapter 791 and Texas Education Code Section 44.031(a)(4), to allow other local government entities (“LGEs”) to utilize the pricing proposed by the successful Vendor to purchase the same goods or services; a process sometimes referred to as “piggy-backing,” to satisfy the LGE’s procurement requirements and streamline the purchasing process. Upon request of another LGE, the District intends to extend the final pricing terms offered by the Vendor to that that LGE as permitted by statute. By extending the solicited pricing to another LGE, the District is acting solely to streamline the procurement process for the LGE and its compliance with Texas competitive bidding requirements. The District assumes no other responsibility for the transaction, the Vendor, or the purchasing compliance of the LGE. The District shall not be responsible for any costs, damages, etc., incurred by either the Vendor or the LGE related to any purchase, failure to purchase by the other LGE, or disputes between the parties. The Vendor must deal directly with the purchasing LGE concerning the placement of orders, issuance of purchase orders, insurance certificates, contractual requirements, disputes, if any, invoicing and payment, or any other terms and conditions that the purchasing LGE may require. The actual utilization of the terms of this procurement by the purchasing LGE is at the sole discretion of the purchasing LGE.

☐ Read and AGREE ☐ Read but Do NOT AGREE

(Required: Check only one)

35 **CERTIFICATION - Disclosure of Interested Parties (Form 1295)**

Texas Government Code, Section 2252.908 requires the disclosure of interested parties by a vendor, using the form and procedure established by the Texas Ethics Commission, at the same time it submits the signed contract if the contract award requires action or a vote by the Board of Trustees or the value of the contract awarded as a result of the solicitation is at least one million dollars ($1,000,000.00). The form requires disclosure of any "interested party" to the contract of which the contracting Vendor is aware and executed by an authorized agent of the contracting Vendor. A copy of Form 1295 and further information about the required process are attached as an attachment in the District's Required Forms. The Vendor agrees that upon contract award and notification by the District of the applicability of this requirement, it will timely comply with the filing requirements set forth by the Commission and required by Section 2252.908 of the Texas Government Code.

The Certificate of Interested Parties (Form 1295) must be filled out electronically through the Texas Ethics Commission's online filing application, printed out, signed, and submitted with the response to this solicitation. Below is the link to access the online application:

https://www.ethics.state.tx.us/fililnginfo/1295/index.php#efa_collapse1

Effective January 1, 2018, the State of Texas established an exemption to file the Form 1295. This form is not required if your company is a publicly traded business entity, including a wholly owned subsidiary of the business entity. Please select which applies to your company. Please note if your company is exempt from filing Form 1295, and provide your ticker/stock symbol for verification in the next attribute.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need to notarize a completed Form 1295. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

The amended law adds to the types of contracts exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- A sponsored research contract of an institution of higher education.
- An interagency contract of a state agency or an institution of higher education.
- A contract related to health and human services if:
    1. the value of the contract cannot be determined when the contract is executed, and
    2. any qualified vendor is eligible for the contract.
- A contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity.
- A contract with an electric utility, as that term is defined by Section 31.002, Utilities Code.
- A contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.

The newly exempt contract types are marked with an asterisk.

If claiming exemption from filing Form 1295 because the business entity is publicly traded, please provide your company's ticker/stock symbol.

☐ Form 1295 ATTACHED ☐ NO - Publicly Traded Entity ☐ NO - Other Allowed Exemption

(Required: Check only one)

36 **CERTIFICATION - Disclosure of Interested Parties (Form 1295) Exemption**

If claiming exemption from filing Form 1295, please specify the reason below. If the Vendor is identified as a publicly traded entity, please provide the company ticker/stock symbol.

(Optional: Maximum 1000 characters allowed)

37	**CERTIFICATION - Criminal History Record Information (CHRI)** Texas Education Code Chapter 22 requires entities that contract with school districts to obtain Criminal History Record Information (CHRI) on covered employees. Covered employees with disqualifying criminal histories are prohibited from serving in a school district. The Vendor will be required to certify to the District that it has complied and will be required to obtain similar information from its employees, subcontractors of every tier, and independent contractors to the extent they are, or employ, covered employees. “Covered employees” are defined as all employees of a vendor or its subcontractors of any tier and individuals who are independent contractors who have or will have continuing duties related to the service to be performed at the District and have, or will have, direct contact with students. The District will be the final arbiter of what constitutes continuing duties and direct contact with students. A “disqualifying criminal history” includes the existence of one of the following offenses in the CHRI Report if at the time of the offense, the victim was under 18 or enrolled in a public school: 1. a felony offense under Title 5, Texas Penal Code; 2. an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or 3. an equivalent offense to (1) or (2) under federal law or the laws of another state. A copy of the criminal background certification form is attached in the "Attachments" tab. The Vendor shall certify its agreement that before the commencement of performance under the awarded contract, it will timely obtain CHRI on covered employees, at its sole expense, by initialing the certification in the vendor questionnaire. The Vendor agrees that before the commencement of performance under the awarded contract, it will timely obtain CHRI on covered employees, at its sole expense, and provide the certifications set out in the Criminal Background Certification form included in the "Attachments" tab. For information about the District's CHRI process, please visit https://www.episd.org/o/episd/page/background-check-process. ***Note: Criminal background certification is not required to be executed as part of your Proposal – only agreement to comply is required.*** ☐ Vendor COMPLIES with Certification ☐ Vendor Does NOT COMPLY with Certification *(Required: Check only one)*

38 **CERTIFICATION - Fingerprinting for Contractors and Subcontractors**

The criminal background check requirements for contractors and subcontractors who work at public schools were amended in June 2021. A contractor that provides services to a school district must be fingerprinted before beginning work if the contractor:

1. will have continuing duties related to the contracted services, and
2. will have the opportunity for direct contact with students.

The requirement does not apply to a contractor that performs construction, alteration, or repair of an instructional facility if the contractor uses separate sanitary facilities, installs a barrier fence, and has a policy that employees may not interact with students or enter areas used by students.

School districts lost access to the criminal history records of individuals who were previously fingerprinted by contractors. If our school district needs to review the criminal history of these individuals, we will need to fingerprint the individuals again.
Who is classified as a contractor that needs to be fingerprinted?

An individual who:

1. Is employed or offered employment by a service contractor or a subcontractor of a service contractor, is an individual independent contractor of the school entity, or is an individual subcontractor of a service contractor;
2. Has or will have continuing duties related to the contracted services
3. Has or will have direct contact with students; and
4. Is not a student at the school entity for which the services are performed.

*If this requirement does not apply, please explain and attach in the attachment section of this solicitation.

☐ APPLIES - Contractor Fingerprints Needed ☐ NOT APPLICABLE
(Required: Check only one)

39 **CERTIFICATIONS - Education Department General Administrative Regulations**

For all purchases made using federal funds, the District must comply with the federal regulations related to purchasing goods and services [2 CFR 200.317-200.326] effective July 1, 2018. When the District seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply to the procurement and those under state law. This solicitation includes the procurement standards of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “Uniform Guidance” or new “EDGAR”). The District requires all Vendors to complete and execute the EDGAR Certification Form attached hereto as Attachment "EDGAR Certifications" certifying the Vendor’s willingness and ability to comply with EDGAR requirements, as the source of funding may not be known at the time of this solicitation.

Note: Not complying or submitting the EDGAR Certifications Form may result in the proposal being deemed non-responsive if federal funding will be used for this solicitation.

☐ Will Comply - EDGAR Certification Form Attached ☐ Cannot Comply - Explanation Attached
(Required: Check only one)

40 **CERTIFICATIONS - Code of Federal Regulations (CFR) Section 200.321**

The Code of Federal Regulations Section 200.321 states, "When possible, the recipient or subrecipient [non-federal entity] should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered as set forth below."

1. These business types are included on solicitation lists.
2. These business types are solicited whenever they are deemed eligible as potential sources.
3. Dividing procurement transactions into separate procurements to permit maximum participation by these business types.
4. Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types.
5. Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6. Requiring a contractor under a Federal award to apply this section to subcontracts.

Please identify if any of the following certifications apply to your organization. Upload a copy of Minority/Women Business Enterprise (MWBE) and/or Historically Underutilized Businesses (HUB) certification letter and the percentage of your business with MWBE and/or HUB suppliers, if applicable, under "MWBE and/or HUB Certification Letter" in the Response Attachments of your proposal response.

☐ Small Business

☐ Minority Business

☐ Women's Business Enterprise

☐ Veteran-Owned Business

☐ Labor Surplus Area Firm

☐ None of the Above

(Required: Check all that apply)

41 **CERTIFICATIONS - Firearms Certication**

Pursuant to Texas Government Code Chapter 2274, if this Contract is valued at $100,000 or more and if the Vendor has at least ten (10) full time employees, then the Vendor represents, warrants and covenants to the District that the Vendor:

1. does not have any practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
2. will not discriminate against a firearm entity or firearm trade association during the term of this Contract.

For purposes of this provision, the terms “firearm entity”, “firearm trade association” and “discriminate against a firearm entity or a firearm trade association” shall have the same meaning as set forth in Government Code Section 2274.001 et. seq. Vendor means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. Vendor does not include a sole proprietorship.

☐ Vendor COMPLIES with Certification ☐ Vendor Does NOT COMPLY with Certification

(Required: Check only one)

42 **CERTIFICATIONS - Israel Certification**

Pursuant to Texas Government Code Chapter 2271, if this Contract is valued at $100,000 or more and if the Vendor has at least ten (10) full time employees, then the Vendor represents and warrants to the District that the Vendor does not boycott Israel and will not boycott Israel during the term of this Contract. Vendor means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. Vendor does not include a sole proprietorship.

☐ Vendor COMPLIES with Certification ☐ Vendor Does NOT COMPLY with Certification

(Required: Check only one)

43 **CERTIFICATIONS - Energy Company Certification**

Pursuant to Texas Government Chapter 2274, if this Contract is valued at $100,000 or more and if the Vendor has at least ten (10) full-time employees, then the Vendor represents, warrants, and covenants to the District that the Vendor, within the meaning of Texas Government Code Section 809.001:

1. does not boycott energy companies; and
2. will not boycott energy companies during the term of this Contract

☐ Vendor COMPLIES with Cerfication ☐ Vendor Does NOT COMPLY with Certification
(Required: Check only one)

44 **CERTIFICATIONS - Terrorist Organizations Certification**

Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Pursuant to Sec.2252.152. CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.

Pursuant to Sec. 2252.153. LISTED COMPANIES. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

Pursuant to Sec. 2252.154. EXCEPTION. Notwithstanding any other law, a company that the United States government affirmatively declares to be excluded from its federal sanction's regime relating to Sudan, its federal sanction's regime relating to Iran, or any federal sanction's regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter.

☐ Vendor COMPLIES with Certification ☐ Vendor Does NOT COMPLY with Certification
(Required: Check only one)

45 **CERTIFICATIONS - Foreign-Owned Companies Certification**

The District is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to the Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the District for product warranty and support purposes.Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is:

1. owned by or the majority of stock or other ownership interest of the company is held or controlled byindividuals who are citizens of China, Iran, North Korea, Russia, or a designated country;
2. a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or
3. headquartered in China, Iran, North Korea, Russia, or a designated country.

For purposes of this Agreement, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." See Texas Government Code, Section 2275.0101(2) of SB 1226 (87th leg.). Vendor verifies and certifies that Vendor will not grant direct or remoteaccess to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

☐ Vendor COMPLIES with Certification ☐ Vendor Does NOT COMPLY with Certification
(Required: Check only one)

46 **CERTIFICATIONS - Abortion Providers Certification**

Pursuant to Texas Government Code Chapter 2273, the District is prohibited from contracting with any abortion provider or an affiliate of an abortion provider whereby the provider or affiliate received something of value derived from state or local tax revenue. Any contract entered into by the District is void if the prospective vendor has such a prohibited affiliation or contractual relationship. By submitting a proposal in response to the request for proposal, you are certifying to the District that you do not have such an affiliation or contractual relationship.

☐ Vendor COMPLIES with Certification ☐ Vendor Does NOT COMPLY with Certification

(Required: Check only one)

47 **CERTIFICATIONS - Contracting Information Certification**

If Vendor is not a governmental body and (a) this Agreement has a stated expenditure of at least $1 million in public funds forthe purchase of goods or services by the District; or (b) this Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by the District within in a fiscal year, the following certification shall apply; otherwise, this certification is not required.

As required by Texas Government Code, Section 552.374(b), the following statement is included in the RFP and the Agreement, unless the Agreement is:

1. related to the purchase or underwriting of a public security;
2. is or may be used as collateral on a loan; or
3. proceeds from which are used to pay debt service of a public security of loan:

“The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.” Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to:

1. preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to the District for the duration of the Agreement;
2. promptly provide to the District any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of the District; and
3. on completion of the Agreement, either (a) provide at no cost to the District all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to the District.

☐ Vendor COMPLIES with Certification ☐ Vendor Does NOT COMPLY with Certification

(Required: Check only one)

48 **CERTIFICATIONS - Solicitation Acceptance**

Please indicate that you have read, understand, agree to, and accept the general terms and conditions, vendor requirements, and specifications contained herein. If you do not agree, please provide any deviations in the deviations section of this solicitation.

☐ Read, Understood, Agree To, and Accept

☐ Read, Understood, Do NOT Agree, Deviations Provided

(Required: Check only one)

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Print Name

Signature

EL PASO INDEPENDENT SCHOOL DISTRICT

MEETING DATE: OCTOBER 12, 2026

 F.
OPERATIONS ITEMS

Board of Trustees
Executive Summary of Board Agenda Item

TITLE:
Approval of Mutual Aid Agreement between El Paso Independent School District-Police Services Department, El Paso County Juvenile Probation Department, and El Paso County Sheriff's Office

JUSTIFICATION STATEMENT:
To engage in an agreement for mutual aid assistance among the parties

PURPOSE OF AGENDA ITEM: Action

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Legal/Local Policy

STAFF RESPONSIBILE: Donica Pedregon, Chief of Police Services

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:
Strategic Lever III: Destination District - El Paso ISD solidifies its position as El Paso's destination district.

SUMMARY:
Texas Government Code, Chapter 791, authorizes local governments of the State to enter into contracts for governmental functions and services to increase efficiency and effectiveness. The El Paso ISD Police Services Department, the El Paso County Juvenile Probation Department, and the El Paso County Sheriff's Office, seek to augment the enforcement of security and control available within and to their various agencies. Through this agreement, El Paso ISD agrees to provide assistance in a broad support capacity during a natural disaster, catastrophic event, or other declared emergency upon request of the El Paso County Juvenile Probation Department, and/or the El Paso County Sheriff's Office. Additionally, police protection, juvenile case processing and reporting, as well as juvenile detention services, will be conducted in a consolidated effort. Mutual aid assistance among the parties shall be rendered when necessary, if available.

ADMINISTRATIVE RECOMMENDATION/MOTION:
It is recommended that the Board approve the Mutual Aid Agreement between El Paso Independent School District-Police Services Department, El Paso County Juvenile Probation Department, and the El Paso County Sheriff's Office, as presented.

FUNDING SOURCE: ACCOUNT NO.:

FISCAL IMPACT AND COST:

IMPACT ON OTHER FUCTIONS/OPERATIONS:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:
Signed_09.03.26 EPSO-JPD-EPISD PD Mutual Aid Agreement - County Contract No. 2026-0503 (2025-0140).pdf

MUTUAL AID AGREEMENT

By and Between

El Paso Independent School District Police Services, El Paso County Juvenile Probation Department and El Paso County Sheriff's Office

---

This Mutual Aid Agreement ("**MAA**") is made and entered between the El Paso Independent School District Police Services Department ("**EPISDPS**") and the El Paso County Juvenile Probation Department ("**EPCJPD**"), and the El Paso County Sheriff's Office ("**EPCSO**"), collectively, the Parties.

WITNESSETH

WHEREAS, the EPCSO maintains primary law enforcement jurisdiction over facilities and property operated by the EPCJPD; and

WHEREAS, the EPISDPS agrees to provide assistance in a broad support capacity during a natural disaster, catastrophic event, or other declared emergency upon request of EPCJPD and/or EPCSO; and

WHEREAS, it is the intent of the Parties that operational command during such events shall remain with the requesting agency; and

WHEREAS, each of the parties maintains personnel and equipment for preservation of peace within its own Jurisdiction and areas, and

WHEREAS, the parties desire to augment the enforcement of security and control available within and to their various agencies, and

WHEREAS, the physical locations of the parties operations are within a reasonable distance, adjacent to, or contiguous with each other so that mutual assistance in the event of an emergency is deemed feasible, and

WHEREAS, it is the policy of the EPISDPS, EPCJPD, EPCSO, local law enforcement agencies and of their governing bodies to enter into a MAA wherever and whenever practicable, and

WHEREAS, it is deemed sound, desirable, practicable, and beneficial for the parties to this MAA to render assistance to one another to maintain safety, security, and control in accordance with this MAA. It is understood that the party responding to a MAA request will make its resources available only upon condition that the safety and security of the assisting party's institution is maintained and not compromised by a response.

NOW, **THEREFORE**, IT IS AGREED BY THE PARTIES THAT:

1. Direct notification between the MAA Parties will be utilized specific to this agreement.
    a. In case of major disturbance, the Incident Commander (EPCJPD Chief Juvenile Probation Officer or EPISDPS Chief of Police or EPCSO Sheriff) of the requesting party will contact the assisting agency to request specific resources and relay as much information as available.
    b. The assisting agency will immediately dispatch a representative to the requesting agency to assist the situation and determine the exact mission to be assigned in accordance with the Agency Emergency Response Plan. It is understood the dispatch of personnel, equipment, or facility use (such as offices for intake of juveniles and probation officer use) by the assisting agency shall be in accordance with resource requirements to maintain the assisting agency's safety and security of its own facility.

Information concerning the emergency situation will be available at the EPISDPS Master Control Center, EPCJPD Central Control or EPCSO control center or any other locations that may be designated. (EPISDPS: (915)-230-2525), (EPCSO: (915)-832-4408) and (EPCJPD: (915)273-3491).

2. The rendering of assistance under the terms of this MAA shall not be mandatory, but the party receiving the request for assistance should immediately notify the requesting agency if, for any reason, assistance cannot be rendered.
3. The Incident Commander of the agency requesting assistance shall assume full charge of the operation. However, personnel and equipment of the agency rendering assistance shall be under the immediate supervision and responsibility of the senior official of the agency rendering assistance. In matters involving facilities, property, or operations of the El Paso County Juvenile Probation Department, the El Paso County Sheriff's Office retains primary jurisdiction. When assistance is requested by EPCJPD and/or EPCSO in response to a natural disaster, catastrophic event, or other emergency, the requesting agency shall serve as the Incident Command authority.
4. Personnel and equipment of the assisting agency shall remain under the administrative supervision of their respective chain of command; however, such personnel shall operate in accordance with the direction and objectives established by the Incident Commander of the requesting agency.
5. EPISD Police Services shall provide assistance in a broad operational support capacity and shall not assume Incident Command unless mutually agreed to in writing or necessitated by extraordinary circumstances.

6. The chief officers of the respective agencies of the parties to this MAA are invited and encouraged, on a reciprocal basis, to frequently visit each agency's area of responsibility for guided familiarization tours as feasible and to jointly conduct planning and training sessions and/or drills.
7. The chief officers of all law enforcement agencies of the parties to this MAA are authorized and directed to meet and draft any detailed plans and procedures of operation necessary to effectively implement this MAA. Such plans and procedures of operation shall become effective upon date of last signature to the specific plans and procedures of operation and incorporated by reference into this MAA.
8. This MAA shall become effective upon the date of last signature below and shall remain in full force and effect until canceled by mutual agreement of the Parties hereto or by thirty (30) days written notice by one party to the other parties.
9. This MAA incorporates all conditions, agreements, and understandings of the Parties concerning the subject matter of this agreement All such conditions, understandings, and agreements have been merged into this written agreement. No prior condition, agreement or understanding, verbal or otherwise, shall be valid or enforceable unless embodied in this agreement.
10. No party shall be responsible for any liability incurred as a result of any party's acts or promises in connection with this MAA. No party waives its sovereign or governmental immunity and similar rights, immunities and rights of its officials and employees under the Texas Tort Claim Act. Nothing herein is a consent to suit.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed by their duly authorized representatives.

For: El Paso Independent School District Police Services

_____

Donica Pedregon, Chief of Police

Date:

For: El Paso Independent School District

_____

Dr. Brian Lusk, Superintendent

Date:

Approved Form:

_____

Jaime C. Collins, EPISD General Counsel

Signed: Wednesday, September 23, 2026

For: El Paso County Sheriff's Office

_____

Oscar Ugarte, Sheriff

Date: 09/03/2026

For: El Paso County Juvenile Probation Department

_____

Rosie Medina, Chief Juvenile Probation Officer

Date: 7-27-26

NOTICES: All correspondence regarding this contract shall be sent to.

El Paso ISD Police Services: Department: Superintendent's Office Attn: Chief Donica Pedregon Street: 1100 N. Stanton Ground Floor City, State, Zip: El Paso, Texas 79902 Phone: (915) 230-2525 Cell: _____ E-mail: ddpedreg@episd.org	**El Paso County Juvenile Probation Department:** Attn: Deputy Chief Linda Garcia Street: 6400 Delta Drive City, State, Zip: El Paso, TX 79905 Phone: (915) 273-3491 (ext. 2040) Cell: _____ E-mail: Lin.Garcia@epcountytx.gov
	El Paso County Sheriff's Office: Attn: Sgt. Jesus Acuna Street: 3850 Justice City, State, Zip: El Paso, Texas 79938 Phone: (915) 273-3825 (ext. 5762) Cell: _____ Email: J.Acuna@epcountytx.gov

EL PASO INDEPENDENT SCHOOL DISTRICT

MEETING DATE: OCTOBER 12, 2026
REPORTS

Board of Trustees
Executive Summary of Board Agenda Item

TITLE:
Monthly Financial Accountability Update

JUSTIFICATION STATEMENT:
To provide an update on the Full Time Equivalent (FTE) and Payroll Report

PURPOSE OF AGENDA ITEM: Informational/Report

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Other

STAFF RESPONSIBILE: David Bates, Deputy Superintendent of Operations and Support Systems

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:
Strategic Lever III: Destination District - El Paso ISD solidifies its position as El Paso's destination district.

SUMMARY:
Administration will present the monthly Financial Accountability update.

ADMINISTRATIVE RECOMMENDATION/MOTION:

FUNDING SOURCE: ACCOUNT NO.:

FISCAL IMPACT AND COST:

IMPACT ON OTHER FUCTIONS/OPERATIONS:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:
2026-2027 Montly Payroll FTE Update - October 2026.pdf

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2026-2027 Financial Accountability Snapshot

Monthly FTE Update

	FTE Total General Fund & All Other Funds	General Fund FTE	All Other Funds FTE	Total FTEs	Difference	Current Filled	Current Vacant
July	7,056	6,338	718	7,056	0	6,640	416
August	7,056	6,264	732	6,996	(60)	6,566	430
September	7,056	6,253	711	6,964	(92)	6,586	378
October	7,056	10/16/2026	10/16/2026	10/16/2026	10/16/2026	10/16/2026	10/16/2026
November							
December							
January							
February							
March							
April							
May							
June							

This document provides a monthly update on the district's total full-time equivalent (FTE) positions and the current number of filled and vacant positions. Regular reporting supports organizational efficiency, promotes financial transparency, and identifies staffing trends and underlying issues. These insights enable the district to make informed decisions regarding workforce planning, budget management, and resource allocation.

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2026-2027 Financial Accountability Snapshot

Monthly Payroll Update

Month	Salary Total General Fund & All Other Funds	General Fund Projected Payroll	General Fund Actual Payroll	Difference	All Other Funds Projected Payroll	All Other Funds Actual Payroll	Difference
July	$463,220,276	$35,177,642	$22,029,278	$13,148,364	$3,424,047	$2,445,712	$978,335
August	$463,220,276	$35,177,642	$42,168,655	($6,991,013)	$3,424,047	$3,709,260	($285,213)
September	$463,220,276	$35,177,642	10/16/2026	10/16/2026	10/16/2026	10/16/2026	10/16/2026
October							
November							
December							
January							
February							
March							
April							
May							
June							

A lapsed salary represents funds not paid out during the months the position is vacant, or a difference becomes realized in the projected to actual payroll cost. These funds are budgeted but unspent and may put the district in a better position to offset current year shortages.

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2026-2027 Financial Accountability Snapshot

Monthly Student Enrollment Update

Month	Projected Student Enrollment	Actual Enrollment	Difference	Percent in Attendance
July	44,744	___		___
August	44,744	43,952	(792)	___
September	44,744	44,300	(444)	___
October	44,744	10/16/2026	10/16/2026	___
November				
December				
January				
February				
March				
April				
May				
June				

Student enrollment will be tracked and reported to identify trends and potential impacts on district operations in a timely manner. Monitoring enrollment data supports informed decisions regarding staffing levels, class size balancing, and resource allocation. Comparing projected enrollment with actual enrollment also provides valuable insight into enrollment trends and their impact on state formula funding, enabling the district to plan proactively and adjust resources as needed.

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2026-2027 Financial Accountability Snapshot

Monthly Healthcare Update

			FY 2025-26 Beginning Fund Balance	($10,600,242)
			FY 2025-26 Variance	($11,350,287)
			FY 2025-26 Ending Fund Balance	($21,950,529)
	2026-2027 REVENUE	2026-2027 EXPENDITURES		
Month	Actual (District & Employee Contributions)	Actual (HC Claims & Other Exp.)	Net Monthly Position (Exp-Rev)	Fund Balance
July	$5,053,287	$7,585,007	($2,531,720)	($24,482,249)
August	$5,043,413	$6,471,775	($1,428,362)	($25,910,608)
September	10/13/2026	10/16/2026	10/16/2026	10/16/2026
October				
November				
December				
January				
February				
March				
April				
May				
June				

Monthly contributions and claims will be closely monitored to assess their overall financial impact. Ongoing review of revenues and expenditures will provide the data necessary to evaluate financial performance and support the District in determining and implementing appropriate actions, as needed.

EL PASO INDEPENDENT SCHOOL DISTRICT

MEETING DATE: OCTOBER 12, 2026
REPORTS

Board of Trustees
Executive Summary of Board Agenda Item

TITLE:
Presentation on El Paso Independent School District's Cash Flow with Projections and Assumptions for 2026-2027 Fiscal Year

JUSTIFICATION STATEMENT:
To review the District's cash flow projections and assumptions

PURPOSE OF AGENDA ITEM: Informational/Report

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Other

STAFF RESPONSIBILE: David Bates, Deputy Superintendent Operations and Support Systems; Walt Byers, Treasurer

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:
Strategic Lever IV: Culture of Accountability - El Paso ISD cultivates a culture of transparency, care, and service.

SUMMARY:
Cash flow is the actual movement of dollars coming in and going out. Administration will give a presentation on the District's cash flow projections.

ADMINISTRATIVE RECOMMENDATION/MOTION:

FUNDING SOURCE: ACCOUNT NO.:

FISCAL IMPACT AND COST:

IMPACT ON OTHER FUCTIONS/OPERATIONS:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:
Cash-Flow Presentation Board Update 10.12.26.

OCTOBER 12, 2026 |

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Cash-Flow Update

2026-2027 Payment Class 2 Assumptions

WALT BYERS, DAVID BATES
El Paso Independent School District

Cash-Flow Basics

Daily cash flow connects activity to the ending balance

1 Beginning cash

Prior day's ending balance

2 Add inflows

State revenue, taxes, interest and other deposits

3 Subtract outflows

Payroll, accounts payable and other bank disbursements

4 Ending balance

Cash available after the day's activity

Daily monitoring helps identify low-balance periods early enough to time payments, protect liquidity and plan corrective action.

Cash-Flow & Ending Balance: October 2026

Take No Action

		State Revenue	TEA	TEA	M&O	Interest	Bank	Bank	Bank	Daily	Ending Bal.
		Payment Class 2	Food Service	SRF	Taxes	Pool Transfers	Other	Inflows	Outflows	Cash Flow	Payment Class 2
Th	10/1/2026	-	-	-	-	-	-	58,402	(2,410,572)	(2,352,170)	44,117,715
Fr	10/2/2026	-	-	-	-	-	-	58,402	(710,572)	(652,170)	43,465,545
Sa	10/3/2026	-	-	-	-	-	-	-	-	-	43,465,545
Su	10/4/2026	-	-	-	-	-	-	-	-	-	43,465,545
Mo	10/5/2026	-	-	-	-	-	-	58,402	(710,572)	(652,170)	42,813,375
Tu	10/6/2026	-	-	-	-	-	-	58,402	(710,572)	(652,170)	42,161,205
We	10/7/2026	-	-	-	-	-	-	58,402	(5,605,512)	(5,547,110)	36,614,094
Th	10/8/2026	-	-	-	-	-	-	58,402	(1,420,572)	(1,362,170)	35,251,925
Fr	10/9/2026	-	3,457,794	9,453,361	-	-	-	58,402	(712,076)	12,257,481	47,509,405
Sa	10/10/2026	-	-	-	-	-	-	-	-	-	47,509,405
Su	10/11/2026	-	-	-	-	-	-	-	-	-	47,509,405
Mo	10/12/2026	-	-	-	-	-	-	-	-	-	47,509,405
Tu	10/13/2026	-	-	-	-	-	-	58,402	(719,572)	(661,170)	46,848,235
We	10/14/2026	-	-	-	-	-	-	58,402	(870,572)	(812,170)	46,036,066
Th	10/15/2026	-	-	-	-	-	-	58,402	(15,286,872)	(15,228,470)	30,807,595
Fr	10/16/2026	-	-	-	-	-	-	58,402	(2,478,694)	(2,420,292)	28,387,303
Sa	10/17/2026	-	-	-	-	-	-	-	-	-	28,387,303
Su	10/18/2026	-	-	-	-	-	-	-	-	-	28,387,303
Mo	10/19/2026	-	-	-	-	-	-	58,402	(710,572)	(652,170)	27,735,133
Tu	10/20/2026	-	-	-	-	-	-	58,402	(710,572)	(652,170)	27,082,963
We	10/21/2026	-	-	-	-	-	-	58,402	(710,572)	(652,170)	26,430,793
Th	10/22/2026	-	-	-	-	-	-	58,402	(740,572)	(682,170)	25,748,623
Fr	10/23/2026	-	-	-	632,128	-	-	58,402	(1,354,960)	(664,430)	25,084,194
Sa	10/24/2026	-	-	-	-	-	-	-	-	-	25,084,194
Su	10/25/2026	-	-	-	-	-	-	-	-	-	25,084,194
Mo	10/26/2026	**55,979,639**	-	-	-	-	-	58,402	(710,572)	55,327,469	80,411,663
Tu	10/27/2026	-	-	-	-	-	-	58,402	(710,572)	(652,170)	79,759,493
We	10/28/2026	-	-	-	-	-	-	58,402	(850,572)	(792,170)	78,967,323
Th	10/29/2026	-	-	-	-	-	-	58,402	(15,286,872)	(15,228,470)	63,738,853
Fr	10/30/2026	-	-	-	-	169,691	-	58,402	(2,448,694)	(2,220,601)	61,518,251
Sa	10/31/2026	-	-	-	-	-	-	-	-	-	61,518,251

(Estimation as of 09/17/26)

Cash-Flow & Ending Balance: November 2026

Take No Action

		State Revenue	TEA	TEA	M&O	Interest	Bank	Bank	Bank	Daily	Ending Bal.
		Payment Class 2	Food Service	SRF	Taxes	Pool Transfers	Other	Inflows	Outflows	Cash Flow	Payment Class 2
Su	11/1/2026	-	-	-	-	-	-	-	-	-	61,518,251
Mo	11/2/2026	-	-	-	-	-	-	240,075	(1,029,729)	(789,653)	60,728,598
Tu	11/3/2026	-	-	-	412,770	-	-	240,075	(1,029,729)	(376,884)	60,351,714
We	11/4/2026	-	-	-	-	-	-	240,075	(1,059,729)	(819,653)	59,532,061
Th	11/5/2026	-	-	-	-	-	-	240,075	(1,709,729)	(1,469,653)	58,062,407
Fr	11/6/2026	-	-	-	-	-	-	240,075	(5,990,430)	(5,750,354)	52,312,053
Sa	11/7/2026	-	-	-	-	-	-	-	-	-	52,312,053
Su	11/8/2026	-	-	-	-	-	-	-	-	-	52,312,053
Mo	11/9/2026	-	-	-	-	-	-	240,075	(1,029,729)	(789,653)	51,522,400
Tu	11/10/2026	-	2,408,083	4,529,608	2,120,549	-	-	240,075	(1,068,729)	8,229,586	59,751,986
We	11/11/2026	-	-	-	-	-	-	-	-	-	59,751,986
Th	11/12/2026	-	-	-	-	-	-	240,075	(1,189,729)	(949,653)	58,802,333
Fr	11/13/2026	-	-	-	-	-	-	240,075	(15,778,608)	(15,538,533)	43,263,800
Sa	11/14/2026	-	-	-	-	-	-	-	-	-	43,263,800
Su	11/15/2026	-	-	-	-	-	-	-	-	-	43,263,800
Mo	11/16/2026	-	-	-	-	-	-	240,075	(2,810,376)	(2,570,301)	40,693,499
Tu	11/17/2026	-	-	-	-	-	-	240,075	(1,059,729)	(819,653)	39,873,846
We	11/18/2026	-	-	-	2,166,337	-	-	240,075	(1,029,729)	1,376,683	41,250,530
Th	11/19/2026	-	-	-	-	-	-	240,075	(1,029,729)	(789,653)	40,460,876
Fr	11/20/2026	-	-	-	-	-	-	240,075	(1,029,729)	(789,653)	39,671,223
Sa	11/21/2026	-	-	-	-	-	-	-	-	-	39,671,223
Su	11/22/2026	-	-	-	-	-	-	-	-	-	39,671,223
Mo	11/23/2026	-	-	-	-	-	-	240,075	(1,029,729)	(789,653)	38,881,569
Tu	11/24/2026	-	-	-	-	-	-	240,075	(1,029,729)	(789,653)	38,091,916
We	11/25/2026	-	-	-	1,931,138	-	-	240,075	(1,029,729)	1,141,485	39,233,401
Th	11/26/2026	-	-	-	-	-	-	-	-	-	39,233,401
Fr	11/27/2026	**30,644,227**	-	-	-	-	-	240,075	(1,169,729)	29,714,574	68,947,975
Sa	11/28/2026	-	-	-	-	-	-	-	-	-	68,947,975
Su	11/29/2026	-	-	-	-	-	-	-	-	-	68,947,975
Mo	11/30/2026	-	-	-	-	182,351	-	240,075	(15,778,608)	(15,356,182)	53,591,793

(Estimation as of 09/17/26)

Cash-Flow & Ending Balance: December 2026

Take No Action

		State Revenue	TEA	TEA	M&O	Interest	Bank	Bank	Bank	Daily	Ending Bal.
		Payment Class 2	Food Service	SRF	Taxes	Pool Transfers	Other	Inflows	Outflows	Cash Flow	Payment Class 2
Tu	12/1/2026	-	-	-	-	-	-	99,686	(2,580,428)	(2,480,742)	51,111,051
We	12/2/2026	-	-	-	-	-	-	99,686	(799,781)	(700,095)	50,410,956
Th	12/3/2026	-	-	-	-	-	-	99,686	(799,781)	(700,095)	49,710,862
Fr	12/4/2026	-	-	-	954,666	-	-	99,686	(799,781)	254,571	49,965,433
Sa	12/5/2026	-	-	-	-	-	-	-	-	-	49,965,433
Su	12/6/2026	-	-	-	-	-	-	-	-	-	49,965,433
Mo	12/7/2026	-	-	-	-	-	-	99,686	(5,882,077)	(5,782,391)	44,183,041
Tu	12/8/2026	-	-	-	-	-	-	99,686	(1,479,781)	(1,380,095)	42,802,947
We	12/9/2026	-	-	-	3,957,490	-	-	99,686	(799,781)	3,257,395	46,060,342
Th	12/10/2026	-	3,457,794	9,453,361	-	-	-	99,686	(799,781)	12,211,060	58,271,402
Fr	12/11/2026	-	-	-	-	-	-	99,686	(838,781)	(739,095)	57,532,307
Sa	12/12/2026	-	-	-	-	-	-	-	-	-	57,532,307
Su	12/13/2026	-	-	-	-	-	-	-	-	-	57,532,307
Mo	12/14/2026	-	-	-	-	-	-	99,686	(959,781)	(860,095)	56,672,213
Tu	12/15/2026	-	-	-	-	-	-	99,686	(17,738,287)	(17,638,601)	39,033,612
We	12/16/2026	-	-	-	4,110,657	-	-	99,686	(799,781)	3,410,562	42,444,174
Th	12/17/2026	-	-	-	-	-	-	99,686	(829,781)	(730,095)	41,714,080
Fr	12/18/2026	-	-	-	2,618,191	-	-	99,686	(799,781)	1,918,096	43,632,176
Sa	12/19/2026	-	-	-	-	-	-	-	-	-	43,632,176
Su	12/20/2026	-	-	-	-	-	-	-	-	-	43,632,176
Mo	12/21/2026	-	-	-	-	-	-	99,686	(799,781)	(700,095)	42,932,081
Tu	12/22/2026	-	-	-	2,444,193	-	-	99,686	(799,781)	1,744,098	44,676,180
We	12/23/2026	-	-	-	28,558,299	-	-	99,686	(799,781)	27,858,205	72,534,384
Th	12/24/2026	-	-	-	-	-	-	99,686	(799,781)	(700,095)	71,834,290
Fr	12/25/2026	-	-	-	-	-	-	-	-	-	71,834,290
Sa	12/26/2026	-	-	-	-	-	-	-	-	-	71,834,290
Su	12/27/2026	-	-	-	-	-	-	-	-	-	71,834,290
Mo	12/28/2026	**2,328,178**	-	-	2,853,532	-	-	99,686	(829,781)	4,451,615	76,285,905
Tu	12/29/2026	-	-	-	462,022	-	-	99,686	(799,781)	(238,072)	76,047,832
We	12/30/2026	-	-	-	2,944,940	-	-	99,686	(909,781)	2,134,846	78,182,678
Th	12/31/2026	-	-	-	-	204,250	-	99,686	(15,945,125)	(15,641,189)	62,541,489

(Estimation as of 09/17/26)

Cash-Flow & Ending Balance: January 2027

Take No Action

		State Revenue	TEA	TEA	M&O	Interest	Bank	Bank	Bank	Daily	Ending Bal.
		Payment Class 2	Food Service	SRF	Taxes	Pool Transfers	Other	Inflows	Outflows	Cash Flow	Payment Class 2
Fr	1/1/2027	-	-	-	-	-	-	-	-	-	62,541,489
Sa	1/2/2027	-	-	-	-	-	-	-	-	-	62,541,489
Su	1/3/2027	-	-	-	-	-	-	-	-	-	62,541,489
Mo	1/4/2027	-	-	-	7,422,750	-	-	56,753	(2,366,351)	5,113,152	67,654,642
Tu	1/5/2027	-	-	-	-	-	-	56,753	(629,232)	(572,479)	67,082,163
We	1/6/2027	-	-	-	1,552,151	-	-	56,753	(579,232)	1,029,673	68,111,836
Th	1/7/2027	-	-	-	-	-	-	56,753	(6,239,980)	(6,183,227)	61,928,609
Fr	1/8/2027	-	-	-	852,971	-	-	56,753	(580,736)	328,989	62,257,598
Sa	1/9/2027	-	-	-	-	-	-	-	-	-	62,257,598
Su	1/10/2027	-	-	-	-	-	-	-	-	-	62,257,598
Mo	1/11/2027	-	-	-	993,068	-	-	56,753	(609,232)	440,589	62,698,187
Tu	1/12/2027	-	-	-	-	-	-	56,753	(629,232)	(572,479)	62,125,708
We	1/13/2027	-	-	-	2,752,882	-	-	56,753	(579,232)	2,230,404	64,356,112
Th	1/14/2027	-	-	-	-	-	-	56,753	(689,232)	(632,479)	63,723,634
Fr	1/15/2027	-	2,408,083	4,542,858	1,064,548	-	-	56,753	(15,790,223)	(7,717,981)	56,005,652
Sa	1/16/2027	-	-	-	-	-	-	-	-	-	56,005,652
Su	1/17/2027	-	-	-	-	-	-	-	-	-	56,005,652
Mo	1/18/2027	-	-	-	-	-	-	-	-	-	56,005,652
Tu	1/19/2027	-	-	-	4,033,595	-	-	56,753	(2,366,351)	1,723,997	57,729,650
We	1/20/2027	-	-	-	-	-	-	56,753	(629,232)	(572,479)	57,157,171
Th	1/21/2027	-	-	-	1,152,282	-	-	56,753	(579,232)	629,804	57,786,975
Fr	1/22/2027	-	-	-	1,467,330	-	-	56,753	(579,232)	944,851	58,731,826
Sa	1/23/2027	-	-	-	-	-	-	-	-	-	58,731,826
Su	1/24/2027	-	-	-	-	-	-	-	-	-	58,731,826
Mo	1/25/2027	-	-	-	7,376,671	-	-	56,753	(609,232)	6,824,192	65,556,018
Tu	1/26/2027	**2,328,178**	-	-	-	-	-	56,753	(579,232)	1,805,700	67,361,717
We	1/27/2027	-	-	-	8,734,723	-	-	56,753	(579,232)	8,212,244	75,573,962
Th	1/28/2027	-	-	-	5,934,380	-	-	56,753	(689,232)	5,301,901	80,875,863
Fr	1/29/2027	-	-	-	3,732,862	-	-	56,753	(15,413,547)	(11,623,932)	69,251,930
Sa	1/30/2027	-	-	-	-	-	-	-	-	-	69,251,930
Su	1/31/2027	-	-	-	-	229,859	-	-	-	229,859	69,481,789

(Estimation as of 09/17/26)

Cash-Flow & Ending Balance: February 2027

Take No Action

		State Revenue Payment Class 2	TEA Food Service	TEA SRF	M&O Taxes	Interest Pool Transfers	Bank Other	Bank Inflows	Bank Outflows	Daily Cash Flow	Ending Bal. Payment Class 2
Mo	2/1/2027	-	-	-	18,368,957	-	-	148,945	(2,427,095)	16,090,807	85,572,596
Tu	2/2/2027	-	-	-	-	-	-	148,945	(737,684)	(588,739)	84,983,857
We	2/3/2027	-	-	-	-	-	-	148,945	(737,684)	(588,739)	84,395,117
Th	2/4/2027	-	-	-	-	-	-	148,945	(737,684)	(588,739)	83,806,378
Fr	2/5/2027	-	-	-	-	-	-	148,945	(737,684)	(588,739)	83,217,639
Sa	2/6/2027	-	-	-	-	-	-	-	-	-	83,217,639
Su	2/7/2027	-	-	-	-	-	-	-	-	-	83,217,639
Mo	2/8/2027	-	-	-	-	-	-	148,945	(6,430,877)	(6,281,932)	76,935,707
Tu	2/9/2027	-	-	-	-	-	-	148,945	(789,188)	(640,243)	76,295,464
We	2/10/2027	-	-	-	16,226,240	-	-	148,945	(737,684)	15,637,501	91,932,965
Th	2/11/2027	-	-	-	-	-	-	148,945	(847,684)	(698,739)	91,234,225
Fr	2/12/2027	-	2,283,884	5,448,334	1,013,651	-	-	148,945	(16,896,328)	(8,001,515)	83,232,710
Sa	2/13/2027	-	-	-	-	-	-	-	-	-	83,232,710
Su	2/14/2027	-	-	-	-	-	-	-	-	-	83,232,710
Mo	2/15/2027	-	-	-	-	-	-	-	-	-	83,232,710
Tu	2/16/2027	-	-	-	-	-	-	148,945	(2,427,095)	(2,278,150)	80,954,560
We	2/17/2027	-	-	-	2,007,428	-	-	148,945	(737,684)	1,418,689	82,373,250
Th	2/18/2027	-	-	-	-	-	-	148,945	(737,684)	(588,739)	81,784,510
Fr	2/19/2027	-	-	-	-	-	-	148,945	(737,684)	(588,739)	81,195,771
Sa	2/20/2027	-	-	-	-	-	-	-	-	-	81,195,771
Su	2/21/2027	-	-	-	-	-	-	-	-	-	81,195,771
Mo	2/22/2027	-	-	-	-	-	-	148,945	(767,684)	(618,739)	80,577,032
Tu	2/23/2027	-	-	-	-	-	-	148,945	(787,684)	(638,739)	79,938,292
We	2/24/2027	-	-	-	-	-	-	148,945	(737,684)	(588,739)	79,349,553
Th	2/25/2027	-	-	-	213,223	-	-	148,945	(847,684)	(485,516)	78,864,037
Fr	2/26/2027	**2,328,178**	-	-	-	-	-	148,945	(15,410,091)	(12,932,968)	65,931,069
Sa	2/27/2027	-	-	-	-	-	-	-	-	-	65,931,069
Su	2/28/2027	-	-	-	-	258,712	-	-	-	258,712	66,189,781

(Estimation as of 09/17/26)

Cash-Flow & Ending Balance: March 2027

Take No Action

		State Revenue Payment Class 2	TEA Food Service	TEA SRF	M&O Taxes	Interest Pool Transfers	Bank Other	Bank Inflows	Bank Outflows	Daily Cash Flow	Ending Bal. Payment Class 2
Mo	3/1/2027	-	-	-	-	-	-	315,847	(2,298,018)	(1,982,171)	64,207,610
Tu	3/2/2027	-	-	-	380,194	-	-	315,847	(601,550)	94,491	64,302,101
We	3/3/2027	-	-	-	-	-	-	315,847	(601,550)	(285,703)	64,016,398
Th	3/4/2027	-	-	-	-	-	-	315,847	(601,550)	(285,703)	63,730,695
Fr	3/5/2027	-	-	-	-	-	-	315,847	(601,550)	(285,703)	63,444,992
Sa	3/6/2027	-	-	-	-	-	-	-	-	-	63,444,992
Su	3/7/2027	-	-	-	-	-	-	-	-	-	63,444,992
Mo	3/8/2027	-	-	-	-	-	-	315,847	(6,275,500)	(5,959,653)	57,485,339
Tu	3/9/2027	-	-	-	-	-	-	315,847	(653,054)	(337,207)	57,148,132
We	3/10/2027	-	-	-	1,001,829	-	-	315,847	(601,550)	716,126	57,864,259
Th	3/11/2027	-	-	-	-	-	-	315,847	(601,550)	(285,703)	57,578,556
Fr	3/12/2027	-	2,354,553	6,444,953	-	-	-	315,847	(601,550)	8,513,803	66,092,358
Sa	3/13/2027	-	-	-	-	-	-	-	-	-	66,092,358
Su	3/14/2027	-	-	-	-	-	-	-	(110,000)	(110,000)	65,982,358
Mo	3/15/2027	-	-	-	-	-	-	315,847	(15,350,568)	(15,034,721)	50,947,637
Tu	3/16/2027	-	-	-	130,482	-	-	315,847	(2,268,018)	(1,821,689)	49,125,947
We	3/17/2027	-	-	-	-	-	-	315,847	(601,550)	(285,703)	48,840,244
Th	3/18/2027	-	-	-	-	-	-	315,847	(601,550)	(285,703)	48,554,542
Fr	3/19/2027	-	-	-	-	-	-	315,847	(601,550)	(285,703)	48,268,839
Sa	3/20/2027	-	-	-	-	-	-	-	-	-	48,268,839
Su	3/21/2027	-	-	-	-	-	-	-	-	-	48,268,839
Mo	3/22/2027	-	-	-	-	-	-	315,847	(631,550)	(315,703)	47,953,136
Tu	3/23/2027	-	-	-	-	-	-	315,847	(651,550)	(335,703)	47,617,433
We	3/24/2027	-	-	-	75,078	-	-	315,847	(601,550)	(210,625)	47,406,808
Th	3/25/2027	-	-	-	-	-	-	315,847	(601,550)	(285,703)	47,121,105
Fr	3/26/2027	2,328,178	-	-	-	-	-	315,847	(601,550)	2,042,475	49,163,580
Sa	3/27/2027	-	-	-	-	-	-	-	-	-	49,163,580
Su	3/28/2027	-	-	-	-	-	-	-	-	-	49,163,580
Mo	3/29/2027	-	-	-	-	-	-	315,847	(631,550)	(315,703)	48,847,877
Tu	3/30/2027	-	-	-	-	-	-	315,847	(711,550)	(395,703)	48,452,174
We	3/31/2027	-	-	-	-	201,055	-	315,847	(15,320,568)	(14,803,666)	33,648,508

(Estimation as of 09/17/26)

Cash-Flow & Ending Balance: April 2027

Ending Balance Drops

		State Revenue	TEA	TEA	M&O	Interest	Bank	Bank	Bank	Daily	Ending Bal.
		Payment Class 2	Food Service	SRF	Taxes	Pool Transfers	Other	Inflows	Outflows	Cash Flow	Payment Class 2
Th	4/1/2027	-	-	-	312,018	-	-	102,340	(2,412,026)	(1,997,667)	31,650,841
Fr	4/2/2027	-	-	-	-	-	-	102,340	(701,688)	(599,347)	31,051,494
Sa	4/3/2027	-	-	-	-	-	-	-	-	-	31,051,494
Su	4/4/2027	-	-	-	-	-	-	-	-	-	31,051,494
Mo	4/5/2027	-	-	-	-	-	-	102,340	(731,688)	(629,347)	30,422,146
Tu	4/6/2027	-	-	-	-	-	-	102,340	(751,688)	(649,347)	29,772,799
We	4/7/2027	-	-	-	-	-	-	102,340	(5,679,930)	(5,577,590)	24,195,209
Th	4/8/2027	-	-	-	-	-	-	102,340	(1,381,688)	(1,279,347)	22,915,861
Fr	4/9/2027	-	-	-	-	-	-	102,340	(703,192)	(600,851)	22,315,010
Sa	4/10/2027	-	-	-	-	-	-	-	-	-	22,315,010
Su	4/11/2027	-	-	-	-	-	-	-	-	-	22,315,010
Mo	4/12/2027	-	-	-	-	-	-	102,340	(731,688)	(629,347)	21,685,663
Tu	4/13/2027	-	-	-	-	-	-	102,340	(701,688)	(599,347)	21,086,315
We	4/14/2027	-	-	-	569,249	-	-	102,340			20,946,217
Th	4/15/2027	-	-	-	-	-	-	102,340			5,851,312
Fr	4/16/2027	-	2,639,971	4,897,299	-	-	-	102,340			11,078,897
Sa	4/17/2027	-	-	-	-	-	-	-	-	-	11,078,897
Su	4/18/2027	-	-	-	-	-	-	-	-	-	11,078,897
Mo	4/19/2027	-	-	-	-	-	-	102,340	(731,688)	(629,347)	10,449,550
Tu	4/20/2027	-	-	-	-	-	-	102,340	(751,688)	(649,347)	9,800,203
We	4/21/2027	-	-	-	89,348	-	-	102,340	(701,688)	(510,000)	9,290,203
Th	4/22/2027	-	-	-	-	-	-	102,340	(701,688)	(599,347)	8,690,856
Fr	4/23/2027	-	-	-	-	-	-	102,340	(1,346,076)	(1,243,735)	7,447,120
Sa	4/24/2027	-	-	-	-	-	-	-	-	-	7,447,120
Su	4/25/2027	-	-	-	-	-	-	-	-	-	7,447,120
Mo	4/26/2027	**24,682,954**	-	-	-	-	-	102,340	(731,688)	24,053,606	31,500,727
Tu	4/27/2027	-	-	-	-	-	-	102,340	(701,688)	(599,347)	30,901,379
We	4/28/2027	-	-	-	-	-	-	102,340	(701,688)	(599,347)	30,302,032
Th	4/29/2027	-	-	-	-	-	-	102,340	(811,688)	(709,347)	29,592,684
Fr	4/30/2027	-	-	-	-	87,133	-	102,340	(15,197,245)	(15,007,771)	14,584,913

(Estimation as of 09/17/26)

Cash-Flow & Ending Balance: May 2027

Ending Balance Drops

		State Revenue Payment Class 2	TEA Food Service	TEA SRF	M&O Taxes	Interest Pool Transfers	Bank Other	Bank Inflows	Bank Outflows	Daily Cash Flow	Ending Bal. Payment Class 2
Sa	5/1/2027	-	-	-	-	-	-	-	-	-	14,584,913
Su	5/2/2027	-	-	-	-	-	-	-	-	-	14,584,913
Mo	5/3/2027	-	-	-	235,043	-	-	76,594	(2,344,895)	(2,033,259)	12,551,654
Tu	5/4/2027	-	-	-	-	-	-	76,594	(706,041)	(629,447)	11,922,207
We	5/5/2027	-	-	-	-	-	-	76,594	(656,041)	(579,447)	11,342,760
Th	5/6/2027	-	-	-	-	-	-	76,594	(1,336,041)	(1,259,447)	10,083,313
Fr	5/7/2027	-	-	-	-	-	-	76,594	(5,677,930)	(5,601,337)	4,481,976
Sa	5/8/2027	-	-	-	-	-	-	-	-	-	4,481,976
Su	5/9/2027	-	-	-	-	-	-	-	-	-	4,481,976
Mo	5/10/2027	-	-	-	28,469	-	-	76,594	(686,041)	(580,978)	3,900,998
Tu	5/11/2027	-	-	-	-	-	-	76,594	(656,041)	(579,447)	3,321,550
We	5/12/2027	-	-	-	-	-	-	76,594	(656,041)	(579,447)	2,742,103
Th	5/13/2027	-	-	-	-	-	-	76,5		47)	2,052,656
Fr	5/14/2027	-	-	-	-	-	-	76,5			(13,040,231)
Sa	5/15/2027	-	-	-	-	-	-				(13,040,231)
Su	5/16/2027	-	-	-	-	-	-	-	-	-	(13,040,231)
Mo	5/17/2027	-	3,172,223	4,339,375	36,937	-	-	76,594	(2,344,895)	5,280,233	(7,759,998)
Tu	5/18/2027	-	-	-	-	-	-	76,594	(706,041)	(629,447)	(8,389,445)
We	5/19/2027	-	-	-	-	-	-	76,594	(656,041)	(579,447)	(8,968,892)
Th	5/20/2027	-	-	-	-	-	-	76,594	(656,041)	(579,447)	(9,548,339)
Fr	5/21/2027	-	-	-	-	-	-	76,594	(656,041)	(579,447)	(10,127,787)
Sa	5/22/2027	-	-	-	-	-	-	-	-	-	(10,127,787)
Su	5/23/2027	-	-	-	-	-	-	-	-	-	(10,127,787)
Mo	5/24/2027	-	-	-	-	-	-	-	-	-	(10,127,787)
Tu	5/25/2027	-	-	-	127,175	-	-	76,594	(686,041)	(482,273)	(10,610,059)
We	5/26/2027	**17,231,362**	-	-	-	-	-	76,594	(656,041)	16,651,914	6,041,855
Th	5/27/2027	-	-	-	-	-	-	76,594	(656,041)	(579,447)	5,462,408
Fr	5/28/2027	-	-	-	-	-	-	76,594	(656,041)	(579,447)	4,882,961
Sa	5/29/2027	-	-	-	-	-	-	-	-	-	4,882,961
Su	5/30/2027	-	-	-	-	-	-			00)	4,772,961
Mo	5/31/2027	-	-	-	129,091	24,678	-	76,5			(10,166,157)

(Estimation as of 09/17/26)

Cash-Flow & Ending Balance: June 2027

Ending Balance Drops

		State Revenue Payment Class 2	TEA Food Service	TEA SRF	M&O Taxes	Interest Pool Transfers	Bank Other	Bank Inflows	Bank Outflows	Daily Cash Flow	Ending Bal. Payment Class 2
Tu	6/1/2027	-	-	-	-	-	-	203,246	(2,494,115)	(2,290,869)	(12,457,026)
We	6/2/2027	-	-	-	65,370	-	-	203,246			(12,973,671)
Th	6/3/2027	-	-	-	-	-	-	203,246			(13,555,686)
Fr	6/4/2027	-	-	-	-	-	-	203,246	(785,261)	(582,015)	(14,137,701)
Sa	6/5/2027	-	-	-	-	-	-	-	-	-	(14,137,701)
Su	6/6/2027	-	-	-	-	-	-	-	-	-	(14,137,701)
Mo	6/7/2027	-	-	-	-	-	-	203,246	(5,651,074)	(5,447,829)	(19,585,529)
Tu	6/8/2027	-	-	-	239,759	-	-	203,246	(1,465,261)	(1,022,256)	(20,607,785)
We	6/9/2027	-	-	-	-	-	-	203,246	(785,261)	(582,015)	(21,189,800)
Th	6/10/2027	-	-	-	-	-	-	203,246	(785,261)	(582,015)	(21,771,815)
Fr	6/11/2027	-	-	-	-	-	-	203,246	(785,261)	(582,015)	(22,353,830)
Sa	6/12/2027	-	-	-	-	-	-	-	-	-	(22,353,830)
Su	6/13/2027	-	-	-	-	-	-	-	-	-	(22,353,830)
Mo	6/14/2027	-	-	-	-	-	-	203,246	(895,261)	(692,015)	(23,045,845)
Tu	6/15/2027	-	-	-	221,181	-	-	203,246			(38,082,402)
We	6/16/2027	-	-	-	-	-	-	203,246			(40,387,013)
Th	6/17/2027	-	2,029,587	4,534,613	-	-	-	203,246			(34,404,829)
Fr	6/18/2027	-	-	-	-	-	-	203,246	(785,261)	(582,015)	(34,986,844)
Sa	6/19/2027	-	-	-	-	-	-	-	-	-	(34,986,844)
Su	6/20/2027	-	-	-	-	-	-	-	-	-	(34,986,844)
Mo	6/21/2027	-	-	-	-	-	-	203,246	(785,261)	(582,015)	(35,568,859)
Tu	6/22/2027	-	-	-	24,145	-	-	203,246	(785,261)	(557,870)	(36,126,729)
We	6/23/2027	-	-	-	-	-	-	203,246	(785,261)	(582,015)	(36,708,743)
Th	6/24/2027	-	-	-	-	-	-	203,246	(785,261)	(582,015)	(37,290,758)
Fr	6/25/2027	-	-	-	-	-	-	203,246	(785,261)	(582,015)	(37,872,773)
Sa	6/26/2027	-	-	-	-	-	-	-	-	-	(37,872,773)
Su	6/27/2027	-	-	-	-	-	-	-	-	-	(37,872,773)
Mo	6/28/2027	**32,134,545**	-	-	-	-	-	203,246	(785,261)	31,552,530	(6,320,243)
Tu	6/29/2027	-	-	-	-	-	-	203,246	(895,261)	(692,015)	(7,012,258)
We	6/30/2027	-	-	-	-	75,000	-	203,246	(15,410,984)	(15,132,738)	(22,144,996)

(Estimation as of 09/17/26)

Cash-Flow & Ending Balance: July 2027

Ending Balance is Back to Positive

		State Revenue Payment Class 2	TEA Food Service	TEA SRF	M&O Taxes	Interest Pool Transfers	Bank Other	Bank Inflows	Bank Outflows	Daily Cash Flow	Ending Bal. Payment Class 2
Th	7/1/2027	-	-	8,031	356,769	-	-	2,500,954	(2,485,664)	380	(14,280,350)
Fr	7/2/2027	-	-	-	-	11,036	-	501,06			(14,285,886)
Sa	7/3/2027	-	-	-	-	-	-	192,23			(14,356,580)
Su	7/4/2027	-	-	-	-	-	-	-	-		(14,356,580)
Mo	7/5/2027	-	-	-	-	-	-	-	-	-	(14,356,580)
Tu	7/6/2027	-	-	-	-	-	-	223,150	(157,312)	65,838	(14,290,742)
We	7/7/2027	-	-	-	-	-	-	5,182,857	(5,190,260)	(7,404)	(14,298,146)
Th	7/8/2027	-	685,489	-	-	-	-	1,275,241	(1,261,488)	699,241	(13,598,904)
Fr	7/9/2027	-	-	-	-	-	-	132,589	(126,483)	6,106	(13,592,798)
Sa	7/10/2027	-	-	-	-	-	-	500,547	(493,927)	6,620	(13,586,179)
Su	7/11/2027	-	-	-	-	-	-	-	-	-	(13,586,179)
Mo	7/12/2027	-	-	-	-	-	-	-	-	-	(13,586,179)
Tu	7/13/2027	-	-	-	-	-	-	2,204,182	(2,222,365)	(18,184)	(13,604,362)
We	7/14/2027	-	-	-	-	-	-	1,713,086	(1,731,277)	(18,191)	(13,622,554)
Th	7/15/2027	-	-	-	-	-	-	15,660,415	(15,566,956)	93,459	(13,529,095)
Fr	7/16/2027	-	-	-	-	109,179	-	3,592,586	(3,587,701)	114,065	(13,415,030)
Sa	7/17/2027	-	205,496	-	-	-	-	1,375,524	(1,422,777)	158,243	(13,256,787)
Su	7/18/2027	-	-	-	-	-	-	-	-	-	(13,256,787)
Mo	7/19/2027	-	-	-	-	-	-	-	-	-	(13,256,787)
Tu	7/20/2027	-	-	273,327	-	-	-	1,075,453	(1,079,340)	269,440	(12,987,347)
We	7/21/2027	-	-	-	-	-	-	125,571	(130,346)	(4,775)	(12,992,122)
Th	7/22/2027	-	-	-	-	-	-	201,582	(188,798)	12,783	(12,979,338)
Fr	7/23/2027	-	-	-	-	-	-	106,02			(12,982,424)
Sa	7/24/2027	-	-	-	-	1,975,000	1,960,816	3,232,97			20,048,505
Su	7/25/2027	-	-	-	-	-	-	-			20,048,505
Mo	7/26/2027	**41,076,456**	-	-	-	-	-	-	-		20,048,505
Tu	7/27/2027	-	-	-	-	826,572	-	602,352	(535,109)	893,815	20,942,320
We	7/28/2027	-	-	3,608,630	-	-	-	322,861	(400,470)	3,531,022	24,473,342
Th	7/29/2027	-	-	1,120,383	-	-	-	2,540,234	(2,538,957)	1,121,661	25,595,002
Fr	7/30/2027	-	-	20,363	-	-	-	1,043,722	(1,034,316)	29,768	25,624,771
Sa	7/31/2027	-	-	8,031	-	261,021	-	15,018,434	(15,053,498)	233,987	25,858,758

(Estimation as of 09/17/26)

Cash-Flow & Ending Balance: August 2027

Take No Action

		State Revenue	TEA	TEA	M&O	Interest	Bank	Bank	Bank	Daily	Ending Bal.
		Payment Class 2	Food Service	SRF	Taxes	Pool Transfers	Other	Inflows	Outflows	Cash Flow	Payment Class 2
Su	8/1/2027	-	-	-	-	-	-	-	-	-	25,858,758
Mo	8/2/2027	-	-	-	-	-	-	-	-	-	25,858,758
Tu	8/3/2027	-	-	-	-	-	-	2,026,242	(1,991,510)	34,731	25,893,489
We	8/4/2027	-	-	8,250	-	-	-	94,473	(106,352)	(3,628)	25,889,861
Th	8/5/2027	-	-	-	-	-	-	113,959	(133,228)	(19,269)	25,870,592
Fr	8/6/2027	-	-	-	-	-	-	1,580,897	(1,563,430)	17,466	25,888,058
Sa	8/7/2027	-	-	-	-	-	-	6,021,108	(6,023,518)	(2,410)	25,885,649
Su	8/8/2027	-	-	-	-	-	-	-	-	-	25,885,649
Mo	8/9/2027	-	-	-	-	-	-	-	-	-	25,885,649
Tu	8/10/2027	-	-	-	-	-	-	741,422	(752,810)	(11,388)	25,874,261
We	8/11/2027	-	-	-	64,539	-	-	618,020	(624,593)	57,967	25,932,227
Th	8/12/2027	-	-	-	-	-	-	1,408,773	(1,374,316)	34,458	25,966,685
Fr	8/13/2027	-	-	-	-	-	-	783,324	(801,111)	(17,787)	25,948,898
Sa	8/14/2027	-	35,528	-	-	-	-	15,136,548	(15,114,897)	57,178	26,006,076
Su	8/15/2027	-	-	-	-	-	-	-	-	-	26,006,076
Mo	8/16/2027	-	-	-	-	-	-	-	-	-	26,006,076
Tu	8/17/2027	-	-	-	-	-	-	2,215,716	(2,238,997)	(23,281)	25,982,794
We	8/18/2027	-	-	-	57,086	-	-	45,396	(41,120)	61,361	26,044,156
Th	8/19/2027	-	-	-	-	-	-	870,351	(871,230)	(879)	26,043,276
Fr	8/20/2027	-	-	-	-	-	-	182,459	(179,593)	2,866	26,046,142
Sa	8/21/2027	-	-	-	-	-	-	276,690	(272,955)	3,734	26,049,877
Su	8/22/2027	-	-	-	-	-	-	-	-	-	26,049,877
Mo	8/23/2027	-	-	-	-	-	-	-	-	-	26,049,877
Tu	8/24/2027	-	-	-	-	-	-	548,592	(556,443)	(7,851)	26,042,025
We	8/25/2027	-	-	2,164,670	81,346	-	-	1,816,433	(1,804,217)	2,258,233	28,300,259
Th	8/26/2027	**47,037,729**	-	-	-	-	-	1,299,942	(1,296,133)	3,809	28,304,068
Fr	8/27/2027	-	-	1,334,346	-	-	-	4,297,092	(4,330,888)	1,300,550	29,604,618
Sa	8/28/2027	-	-	-	-	-	-	964,030	(959,022)	5,008	29,609,626
Su	8/29/2027	-	-	-	-	-	-	-	-	-	29,609,626
Mo	8/30/2027	-	-	-	-	-	-	-	-	-	29,609,626
Tu	8/31/2027	-	-	-	-	181,004	-	15,712,421	(15,657,176)	236,249	29,845,874

(Estimation as of 09/17/26)

Cash-Flow Looking Ahead

- Monitor daily cash flow and impact on cash balance
- Taking appropriate action when necessary

Questions ?





EL PASO INDEPENDENT SCHOOL DISTRICT

MEETING DATE: OCTOBER 12, 2026
REPORTS

Board of Trustees
Executive Summary of Board Agenda Item

TITLE:
Health Plan Update

JUSTIFICATION STATEMENT:
To provide an update on the financial and operational status of the District's self-funded health plan

PURPOSE OF AGENDA ITEM: Informational/Report

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION:

STAFF RESPONSIBILE: Patricia Cortez, Chief Human Capital Management Officer; David Bates, Deputy Superintendent Operations and Support Systems

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:
Strategic Lever III: Destination District - El Paso ISD solidifies its position as El Paso's destination district.

SUMMARY:
The District’s self-funded health plan requires continued strategic management to ensure long-term financial sustainability while maintaining competitive, high-quality benefits for employees. Ongoing evaluation of plan performance, healthcare utilization, cost trends, and available resources will support informed decisions that balance employee needs with the District’s fiscal responsibility.

ADMINISTRATIVE RECOMMENDATION/MOTION:

FUNDING SOURCE: ACCOUNT NO.:

FISCAL IMPACT AND COST:

IMPACT ON OTHER FUCTIONS/OPERATIONS:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:
Update 9.28-Health Fund Board Brief 10-12-26.pptx

OCTOBER 12, 2026

EL PASO ISD
it starts with us

Health Fund Update

Self-Funded Health Fund: Looking Back to Inception of Plan

- Factors that contribute to health plan deficit
  - Increase cost in medical claims (inflation)
    - Yearly cost in medical claim increases by 8%
    - High-cost claimants
  - Increase cost in pharmacy claims
    - GLP-1 medication to treat diabetes
    - Oncology treatment medication
- No increase to employee premiums for 4 years.

- Infusions to the health care fund
  - 2019-2020: $1M
  - 2020-2021: $9.5M
  - 2021-2022: $15M
  - 2024-2025: $8M
- District contributions (per employee per month)
  - 2019-2021: $435
  - 2021-2025: $511
  - 2025-2026: $562.10
  - 2026-2027: $616.77

Driver 1 — Underfunding

- Contribution rates did not keep pace with actual claims costs, resulting in annual plan expenditures exceeding contributions.

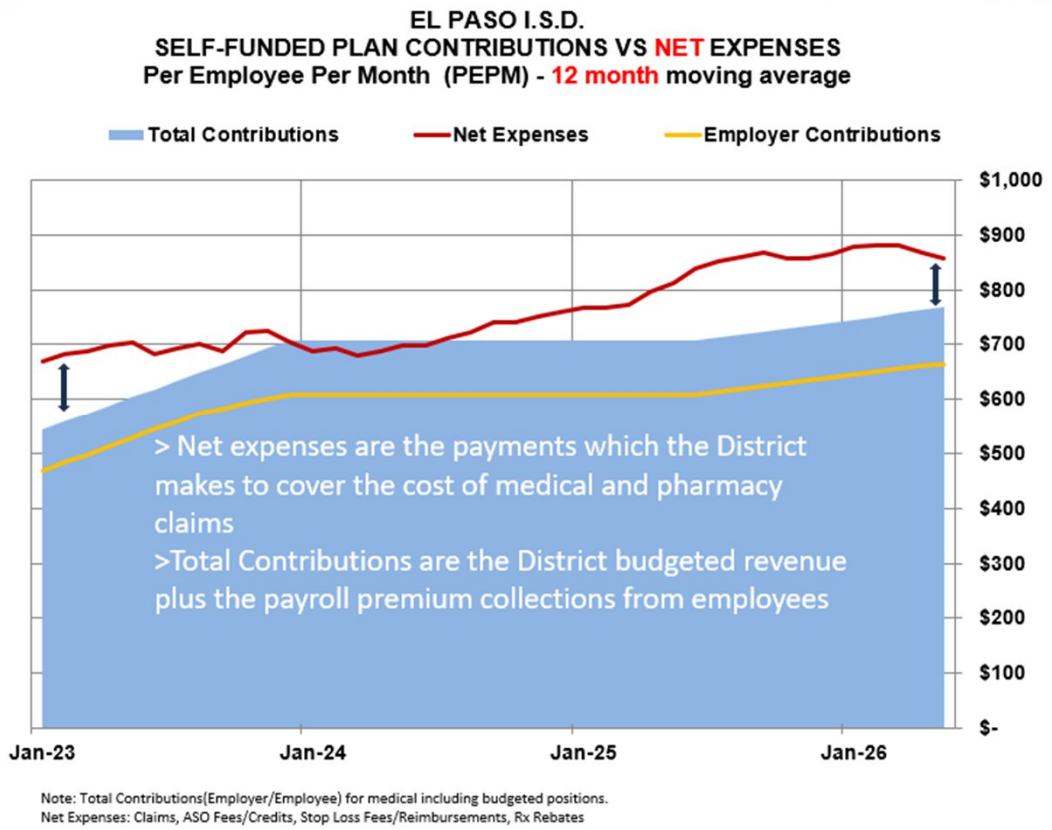
Driver 2 — Rising Costs

- Unit cost increases from providers and facilities (inflation)
- Higher member utilization
- Specialty and high-cost drug spend
- Rising utilization of GLP-1 medication

DISTRICT OBLIGATION

Rate-setting decisions must be tied directly to claims data and actuarial recommendations — not prior-year rates. The fund must cover expected claims, admin costs, stop-loss premiums, and build adequate reserves to remain actuarially sound.

Health Plan Performance Over Time



Note: Total Contributions(Employer/Employee) for medical including budgeted positions.
Net Expenses: Claims, ASO Fees/Credits, Stop Loss Fees/Reimbursements, Rx Rebates

Health Plan Projections – Path Forward

El Paso Independent School District
Health Plan Projections
Claims Experience Period thru June 2026
Illustrative Projection

	Fiscal Year July 2025 - June 2026	Fiscal Year July 2026 - June 2027	Fiscal Year: **July 27-June 28 Simple Projection	Fiscal Year: ***July 28-June 29 Simple Projection
Projected Expenses				
Health Plan Claims	$69,925,485	$72,829,696	$80,072,775	$92,083,692
Health Plan Administration Fees/Credits	$1,574,284	$1,578,923	$1,578,923	$1,828,923
Stop Loss Premium	$2,541,349	$3,167,729	$3,959,662	$4,949,577
Pharmacy Rebate	($4,873,603)	($4,586,690)	($4,724,291)	($4,866,020)
Gross Health Plan Costs with Claims Margin	**$68,655,579**	**$72,989,658**	**$80,887,069**	**$93,996,172**
Less: Projected Employee Contributions	($7,334,577)	($20,437,506)	($29,747,015)	($32,721,717)
Net District Health Plan Costs	**$68,655,579**	**$52,552,152**	**$51,140,054**	**$61,274,456**
Other Expenses Associated with Health Plan Administration				
Salary and Payroll Payments	$308,478	$308,478	$308,478	$308,478
Contract Services	$654,363	$654,363	$654,363	$654,363
Miscellaneous and Other Operating Expenses	$118,321	$118,321	$118,321	$118,321
Total Other Expenses	**$1,081,162**	**$1,081,162**	**$1,081,162**	**$1,081,162**
Projected Revenue				
Projected District Funding	$50,503,501	$47,116,294	$51,380,272	$55,644,249
Projected District Funding - Waived Medical	$7,179,854	$8,133,963	$8,869,985	$9,606,007
Projected District Funding - Employee Clinic	$703,101	$736,512	$736,512	$736,512
Total District Funding	**$58,386,456**	**$55,986,769**	**$60,986,769**	**$65,986,769**
Opening Balance (July 1)	($10,600,242)	($21,950,526)	($19,597,072)	($10,831,519)
Fiscal Year Surplus/Shortfall (projected)	($11,350,285)	$2,353,454	$8,765,552	$3,631,151
Ending Balance (projected)	($21,950,527)	($19,597,072)	($10,831,519)	($7,200,368)

District Contribution PEPM ($5M increase per fiscal year)	7/25 - 6/26 = $562.10	7/26 - 6/27 = $616.77	7/27 - 6/28 = $672.58	7/28 - 6/29 = $728.39

The Projected Plan Costs uses an estimate of claims and administrative fees. These figures are intended to represent the estimated future budget, the plan administrator and consultant do not know how future enrollment changes or claims development may impact these numbers. Due to the inherent volatility of these costs, there is a margin included in the claims number. Estimates are based on the most current **data through June 2026*
PEPM = Per Employee Per Month

*** Assumes 10% claims increase, 0% increase admin fees, 25% increase stop loss, 3% increase Rx rebates. Assumes $5M District increase to contributions and no employee increase*

**** Assumes 15% claims increase, 0% increase admin fees other than change in fee holiday, 25% increase stop loss, 3% increase Rx rebates. Assumes $5M District increase to contributions and 10% employee increase*

Cost Saving Measures

- Plan design changes, District contribution increases, and employee cost share increases will stabilize the health plan by the end of FY26/27.
- Promote employee engagement in preventive care: 100% coverage of preventive visits and screenings, low-cost access to employee health clinic.
- Educate employees on expanded mental health resources that are available with the employee assistance program at no cost.
- Educate employees on included programs which support chronic disease education and support, health advocacy and coaching, and case management support for catastrophic diagnosis.
- Pursue strategic Community partnerships to expand diabetes education, support and care.
- Continue evaluating claims and RX claims costs.

EL PASO INDEPENDENT SCHOOL DISTRICT

MEETING DATE: OCTOBER 12, 2026
REPORTS

Board of Trustees
Executive Summary of Board Agenda Item

TITLE:
Report Regarding District Staffing Status and Personnel Placement Efforts

JUSTIFICATION STATEMENT:
To provide an update on District staffing and workforce planning efforts

PURPOSE OF AGENDA ITEM: Discussion

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Other

STAFF RESPONSIBILE: Patricia Cortez, Chief Human Capital Management Officer

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:
Strategic Lever III: Destination District - El Paso ISD solidifies its position as El Paso's destination district.

SUMMARY:
Administration will present a report regarding District staffing and workforce planning efforts, including employee placements, vacancy trends, staffing adjustments, and workforce readiness.

ADMINISTRATIVE RECOMMENDATION/MOTION:

FUNDING SOURCE: ACCOUNT NO.:

FISCAL IMPACT AND COST:

IMPACT ON OTHER FUCTIONS/OPERATIONS:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:
Staffing Update 10.2026 .pptx

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District Staffing: Personnel Placement Update

Patricia Cortez
Human Resources
October 12, 2026

Update

- Commitment
- Protocols
- Placement Timeline

Our Commitment

Throughout this process, the District has remained committed to supporting and providing any available resources to every impacted employees, **while pursuing every available opportunity to bring qualified employees back to the district workforce.**

Protocols

- Expedite Placement Opportunities
- Employee Communication and Engagement
- Texas Workforce Commission Support
- Opt In Priority Hiring Procedures – 100 Forms Submitted
- Interviews
- Return to Employment

Placement Timeline

20 Contract employees placed prior to June 4

94 Contract employees impacted on June 4

143 At-Will employees

Milestone	Total Employees	
Placed as of September 16	132	
Remain on Hiring Priority Opt In List	48	11 Contract/37 At-Will
Did not Opt In	77	
Total Impacted	257	

Thank You

EL PASO INDEPENDENT SCHOOL DISTRICT

MEETING DATE: OCTOBER 12, 2026
REPORTS

Board of Trustees
Executive Summary of Board Agenda Item

TITLE:
Teacher Incentive Allotment (TIA) Update

JUSTIFICATION STATEMENT:
The District is committed to implementing the Teacher Incentive Allotment system with fidelity, consistency, and transparency, while supporting teacher retention, recognizing instructional excellence, and strengthening its overall compensation strategy

PURPOSE OF AGENDA ITEM: Informational/Report

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES: .

AUTHORITY FOR ACTION: Legal/Local Policy

STAFF RESPONSIBILE: Neil Novoa, Director Teacher Incentive Allotment; Patricia Cortez, Chief Human Capital Management Officer

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:
Strategic Lever IV: Culture of Accountability - El Paso ISD cultivates a culture of transparency, care, and service.

SUMMARY:
Administration will provide an update on the District's implementation status of the Teacher Incentive Allotment (TIA) in alignment with the District's commitment to recognizing and rewarding effective teaching and state requirements. The TIA process remains focused on establishing a clear, transparent, and sustainable framework for identifying eligible teachers and providing incentive opportunities based on demonstrated effectiveness.

ADMINISTRATIVE RECOMMENDATION/MOTION:

FUNDING SOURCE: ACCOUNT NO.:

FISCAL IMPACT AND COST:

IMPACT ON OTHER FUCTIONS/OPERATIONS:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:
Board Brief Update 9.28.2026 - TIA.pptx

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Recognizing Excellence. Expanding Opportunity.

Teacher Incentive Allotment / Board Update

October 12, 2026

Teacher Incentive Allotment Success Story

Canyon Hills Middle School
Noemi Gonzalez, Master Designated Math Teacher

"Receiving the TIA Master designation meant more to me than just receiving an incentive. After many years of putting my heart into teaching and doing everything I can to help my students succeed, it was very meaningful to have that hard work recognized. Professionally, it gave me a sense of accomplishment and motivated me to continue becoming a better teacher. Personally, the financial reward has given me greater financial security and has made a real difference in my life. I am extremely proud and grateful to have received the Master designation."



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TIA - The Work in Three Phases

1. **BUILD IT** — District-wide access and approved measures
2. **PROTECT IT** — Fair measures, accurate data, transparent process
3. **EXPAND IT** — Open the pathway to all teachers

1 | Build It

ALL	~2,300	7	PK4–12
Campuses Eligible	Eligible Teachers	Approved Growth Measures	Grade Span Covered

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2| Protect Its Integrity

FAIR

Measures teachers can understand and access

ACCURATE

Roster, service ID and data verification

TRANSPARENT

Training, support and clear processes

Trust is the infrastructure behind the designation system.

ee

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On Track

Constraint:

The number of TIA Designated teachers will increase from 16 to 1500 by June 203

Constraint	2025-26 Baseline	2026-27 (projected)	2027-28	2028-29	2029-30	2030-31
# designated teachers	16	87	965	1510	1702	1833
		target 50	*target 500*	*target 1000*	*target 1200*	*target 1500*

4 → ALL

Campuses with access

160 → 2,170

Eligible teachers

5% → 93%

Campuses with designation-eligible teachers

The Goal is Bigger than the Number. We Expanded the Opportunity.

Teachers cannot earn a designation if the system does not give them a pathway to one.

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Outputs to Date | High-Quality Staff

The number of TIA Designated teachers will increase from 16 to 1500 by June 2031

SY 25-26 Inputs	Outputs to Date	Strategic Adjustment for 26-27
• Built the Teacher Incentive Allotment system: manual, board policy, and review of every teaching assignment	• Designated teachers grew from 16 to 87, beating the target of 50 • Eligible teachers grew from 160 to 2,170 across EPISD campuses.	• Expand to Electives, and Specialized Classroom settings to reach over 90% eligibility by 27-28
• Piloting fair growth measures for electives, and specialized classroom settings. Cohort of dozens of teachers around the district, including CCTE, RTA/Delta Academy	• Over 70 teachers participating in SLO pilot in non-core areas • 2 campuses participating in FitnessGram Pilots to build STAAR Like testing protocols. (Tinajero/Lamar)	• Move SLO and FitnessGram into full use as approved measures for 27-28
• 1/3 of EPISD teachers on Appraisal Waivers	• 100% of Teachers being appraised across all campuses, grade levels, and contents.	• Extend appraiser training to every campus and report findings to TEA as the state finalizes the rubric

Continuous Training and Support

Campus PLC's On site Support

TIA Inbox Direct access for individual questions

TIA Website www.episd.org/o/episd/page/teacher-incentive-allotment

Before and After School Meetings built around teacher schedules

Online Office Hours Access when in-person support is not possible

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When Does this Become Real for Teachers?

2026–2027	Summer 2027	2027–2028	By Aug. 31, 2028
Capture	**Verify**	**Validate**	**Pay**
Growth measures + T-TESS	Scorecards+ appeals	TTU + TEA Designation	Lump-sum payment

90% of every generated allotment goes to teacher compensation.

The lag is the State Validation cycle- not District processing.

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From 16 Teachers to 1,500 Opportunities to Recognize Excellence.

We built the foundation. We expanded access.
Now we execute with integrity.

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3| Expand It

2027-2028

Next Expansion

Fine Arts • CCTE • Foreign Language •
Electives • Specialized Classrooms

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Thank You!

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