Each marked-up (LOCAL) policy in this collection reflects an automated comparison of the updated policy with its precursor, as found in TASB Policy Service records.

The comparison is generated by commercially available software with changes shown in red. Additions are underlined and deletions are struck through. While the software competently identifies simple changes, it generally handles major rewrites of policies—including the rearrangement of existing provisions, with or without extensive editing—with less dexterity. For further assistance in parsing changes, please refer to the explanatory notes in your Localized Policy Manual update packet, if applicable, or contact your Policy Consultant/Analyst.

#### SUPERINTENDENT NONRENEWAL

BJCF (LOCAL)

#### **REASONS**

The Board's decision not to renew the Superintendent's contract shall not be based on the Superintendent's exercise of rights guaranteed by the Constitution, or based unlawfully on race, color, religion, sex, national origin, disability, or age. Reasons for the non-renewal of the Superintendent's contract shall be:

- 1. Deficiencies pointed out in evaluations, supplemental memoranda, or other communications.
- 2. Failure to fulfill duties or responsibilities.
- 3. Incompetency or inefficiency in the performance of duties.
- 4. Insubordination or failure to comply with Board directives.
- 5. Failure to comply with Board policies or administrative regulations.
- 6. Failure of the District to make measurable progress towards the goals stated in the District improvement plan. [See BQ]
- 7. Conducting personal business during school hours when it results in neglect of duties.
- Drunkenness or excessive use of alcoholic beverages; or possession, use, or being under the influence of alcohol or alcoholic beverages while on school property, while working in the scope of the employee's duties, or while attending any school- or District-sponsored activity.
- 9. The illegal possession, use, manufacture, or distribution of a controlled substance, a drug, a dangerous drug, hallucinogens, or other substances regulated by state statutes.
- Failure to meet the District's standards of professional conduct.
- Failure to report to the Board any arrest, indictment, conviction, no contest or guilty plea, or other adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL).
- Conviction of or deferred adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL); andor conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony. [See DH]
- Failure to comply with reasonable District requirements regarding advanced coursework or professional improvement and growth.

#### SUPERINTENDENT NONRENEWAL

BJCF (LOCAL)

- 14. Disability, not otherwise protected by law, that prevents the Superintendent from performing the essential functions of the job.
- 15. Any activity, school-connected or otherwise, that, because of publicity given it or knowledge of it among students, faculty, or community, impairs or diminishes the Superintendent's effectiveness in the District.
- Any breach by the Superintendent of an employment contract or any reason specified in the Superintendent's employment contract.
- 17. Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, staff, or the Board.
- 18. Assault on a person on school property or at a school-related function, or on an employee, student, or student's parent regardless of time or place.
- 19. Use of profanity in the course of performing any duties of employment, whether on or off school premises, in the presence of students, staff, or members of the public, if reasonably characterized as unprofessional.
- 20. Falsification of records or other documents related to the District's activities.
- 21. Falsification or omission of required information on an employment application.
- 22. Misrepresentation of facts to the Board or other District officials in the conduct of District business.
- 23. Failure to fulfill requirements for Superintendent certification.
- 24. Failure to fulfill the requirements of a deficiency plan under an Emergency Permit or a Special Assignment Permit.
- 25. Any attempt to encourage or coerce a child to withhold information from the child's parent or from other District personnel.
- Any reason constituting good cause for terminating the contract during its term.

NOTICE

If the Board determines that the Superintendent's contract should be considered for nonrenewal, the Board shall deliver to the Superintendent by hand or certified mail, return receipt requested, written notice of the proposed nonrenewal. This notice shall contain the hearing procedures and shall be delivered not later than the 30th day before the last day of the contract term.

DATE ISSUED: 1/481/11/2008 UPDATE 82UPDATE 84 BJCF(LOCAL)-B West Orange-Cove CISD 181906

#### SUPERINTENDENT NONRENEWAL

**BJCF** (LOCAL)

**REQUEST FOR** HEARING

If the Superintendent desires a hearing after receiving notice of the proposed nonrenewal, the Superintendent shall notify the Board in writing and file a written request with the Commissioner for an independent hearing examiner not later than the 15th day after re-

ceiving the notice of proposed action.

**HEARING EXAMINER**  The hearing shall be conducted by an independent hearing examiner in accordance with the process described at BJCF(EXHIBIT).

**BOARD DECISION** 

Following the hearing, the Board shall take appropriate action in

accordance with BJCF(EXHIBIT).

If the Superintendent fails to request a hearing, the Board shall NO HEARING

take the appropriate action and notify the Superintendent in writing of that action not later than the 30th day after the date the notice of

proposed nonrenewal was sent.

DATE ISSUED: 1/18/1/11/2008 **UPDATE 82UPDATE 84** BJCF(LOCAL)-B

CDA (LOCAL)

#### INVESTMENT AUTHORITY

The Superintendent or other person designated by Board resolution shall serve as the investment officer of the District and shall invest District funds as directed by the Board and in accordance with the District's written investment policy and generally accepted accounting procedures. All investment transactions except investment pool funds and mutual funds shall be executed on a delivery versus payment basis.

# APPROVED INVESTMENT INSTRUMENTS

From those investments authorized by law and described further -in CDA(LEGAL), the Board shall permit investment of District funds in only the following investment types, consistent with the strategies and maturities defined in this policy:

- 1. Obligations of, or guaranteed by, governmental entities as permitted by Government Code 2256.009.
- Certificates of deposit and share certificates as permitted by Government Code 2256.010.
- 3. Fully collateralized repurchase agreements permitted by Government Code 2256.011.
- 4. A securities lending program as permitted by Government Code 2256.0115.
- 5. Banker's acceptances as permitted by Government Code 2256.012.
- 6. Commercial paper as permitted by Government Code 2256.013.
- 7. No-load money market mutual funds and no-load mutual funds as permitted by Government Code 2256.014.
- 8. A guaranteed investment contract as an investment vehicle for bond proceeds, provided it meets the criteria and eligibility requirements established by Government Code 2256.015.
- 9. Public funds investment pools as permitted by Government Code 2256.016.

SAFETY AND INVESTMENT MANAGEMENT The main goal of the investment program is to ensure its safety and maximize financial returns within current market conditions in accordance with this policy. Investments shall be made in a manner that ensures the preservation of capital in the overall portfolio, and offsets during a 12-month period any market price losses resulting from interest-rate fluctuations by income received from the balance of the portfolio. No individual investment transaction shall be undertaken that jeopardizes the total capital position of the overall portfolio.

DATE ISSUED: 6/7/2006/11/11/2008
UPDATE 78UPDATE 84
CDA(LOCAL)-X

ADOPTED:

1-of- of 4

CDA (LOCAL)

LIQUIDITY AND MATURITY

Any internally created pool fund group of the District shall have a maximum dollar weighted maturity of 180 days. The maximum allowable stated maturity of any other individual investment owned by the District shall not exceed one year from the time of purchase. The Board may specifically authorize a longer maturity for a given investment, within legal limits.

The District's investment portfolio shall have sufficient liquidity to meet anticipated cash flow requirements.

**DIVERSITY** 

The investment portfolio shall be diversified in terms of investment instruments, maturity scheduling, and financial institutions to reduce risk of loss resulting from overconcentration of assets in a specific class of investments, specific maturity, or specific issuer.

MONITORING MARKET PRICES

The investment officer shall monitor the investment portfolio and shall keep the Board informed of significant declines in the market value of the District's investment portfolio. Information sources may include financial/investment publications and electronic media, available software for tracking investments, depository banks, commercial or investment banks, financial advisors, and representatives/advisors of investment pools or money market funds. Monitoring shall be done monthly or more often as economic conditions warrant by using appropriate reports, indices, or benchmarks for the type of investment.

FUNDS / STRATEGIES

Investments of the following fund categories shall be consistent with this policy and in accordance with the strategy defined below.

**OPERATING FUNDS** 

Investment strategies for operating funds (including any commingled pools containing operating funds) shall have as their primary objectives safety, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.

AGENCY FUNDS

Investment strategies for agency funds shall have as their objectives safety, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.

DEBT SERVICE FUNDS

Investment strategies for debt service funds shall have as their objective sufficient investment liquidity to timely meet debt service payment obligations in accordance with provisions in the bond documents. Maturities longer than one year are authorized provided legal limits are not exceeded.

CAPITAL PROJECTS

Investment strategies for capital project funds shall have as their objective sufficient investment liquidity to timely meet capital project obligations. Maturities longer than one year are authorized provided legal limits are not exceeded.

DATE ISSUED: 6/7/2006 11/11/2008 UPDATE 78 UPDATE 84 CDA(LOCAL)-X

ADOPTED:

2<del>-of-</del> of 4

CDA (LOCAL)

# INTERNAL SERVICE FUNDS

Investment strategies for internal service funds shall have as their primary objective safety, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.

### SAFEKEEPING AND CUSTODY

The District shall retain clearly marked receipts providing proof of the District's ownership. The District may delegate, however, to an investment pool the authority to hold legal title as custodian of investments purchased with District funds by the investment pool.

#### **BROKERS / DEALERS**

Prior to handling investments on behalf of the District, brokers/dealers must submit required written documents in accordance with law. [See SELLERS OF INVESTMENTS, CDA(LEGAL)] Representatives of brokers/dealers shall be registered with the Texas State Securities Board and must have membership in the Securities Investor Protection Corporation (SIPC), and be in good standing with the National Association of Securities Dealers Financial Industry Regulatory Authority (FINRA).

### SOLICITING BIDS FOR CD'S

In order to get the best return on its investments, the District may solicit bids for certificates of deposit in writing, by telephone, or electronically, or by a combination of these methods.

#### INTEREST RATE RISK

To reduce exposure to changes in interest rates that could adversely affect the value of investments, the District shall use final and weighted-average-maturity limits and diversification.

The District shall monitor interest rate risk using weighted average maturity and specific identification.

#### INTERNAL CONTROLS

A system of internal controls shall be established and documented in writing and must include specific procedures designating who has authority to withdraw funds. Also, they shall be designed to protect against losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the District. Controls deemed most important shall include:

- 1. Separation of transaction authority from accounting and recordkeeping and electronic transfer of funds.
- Avoidance of collusion.
- 3. Custodial safekeeping.
- 4. Clear delegation of authority.
- 5. Written confirmation of telephone transactions.
- 6. Documentation of dealer questionnaires, quotations and bids, evaluations, transactions, and rationale.
- Avoidance of bearer-form securities.

DATE ISSUED: 6/7/2006/11/11/2008
UPDATE 78UPDATE 84
CDA(LOCAL)-X

CDA (LOCAL)

These controls shall be reviewed by the District's independent auditing firm.

#### PORTFOLIO REPORT

In addition to the quarterly report required by law and signed by the District's investment officer, a comprehensive report on the investment program and investment activity shall be presented annually to the Board.—This report shall include a performance evaluation that may include, but not be limited to, comparisons to 91-day U.S. Treasury Bills, six-month U.S. Treasury Bills, the Fed Fund rate, the Lehman bond index, and rates from investment pools. The annual report shall include a review of the activities and total yield for the preceding 12 months, suggest policies, strategies, and improvements that might enhance the investment program, and propose an investment plan for the ensuing year.

#### ANNUAL OPERATING BUDGET

CE (LOCAL)

#### FISCAL YEAR

The District shall operate on a fiscal year beginning July 1 and ending June 30 July 1 and ending June 30.

#### **BUDGET PLANNING**

Budget planning shall be an integral part of overall program planning so that the budget effectively reflects the District's programs and activities and provides the resources to implement them. In the budget planning process, general educational goals, specific program goals, and alternatives for achieving program goals shall be considered, as well as input from the District- and campus-level planning and decision-making committees. Budget planning and evaluation are continuous processes and shall be a part of each month's activities.

### AVAILABILITY OF PROPOSED BUDGET

After it is presented to the Board and prior to adoption, a copy of the proposed budget shall be available upon request from the business office or Superintendent. The Superintendent or designee shall be available to answer questions arising from inspection of the budget.

#### **BUDGET MEETING**

The annual public meeting to discuss the proposed budget and tax rate shall be conducted as follows:

- 1. The Board President shall request at the beginning of the meeting that all persons who desire to speak on the proposed budget and/or tax rate sign up on the sheet provided.
- 2. Prior to the beginning of the meeting, the Board may establish time limits for speakers.
- Speakers shall confine their remarks to the appropriation of funds as contained in the proposed budget and/or the tax rate.
- 4. No officer or employee of the District shall be required to respond to questions from speakers at the meeting.

# AUTHORIZED EXPENDITURES

The adopted budget provides authority to expend funds for the purposes indicated and in accordance with state law, Board policy, and the District's approved purchasing procedures. The expenditure of funds shall be under the direction of the Superintendent or designee who shall ensure that funds are expended in accordance with the adopted budget.

#### BUDGET AMENDMENTS

The <u>Board shall amend the</u> budget <u>shall be amended</u> when a change is made increasing any one of the functional spending categories or increasing revenue object accounts and other resources.

DATE ISSUED: 11/<del>12/2001</del>11/2008 <u>LDU-39-03UPDATE 84</u> <u>CE(LOCAL)-BCE(LOCAL)-A</u>

ADOPTED:

#### SCHOOL PROPERTIES DISPOSAL

CI (LOCAL)

SURPLUS OF SCRAP PROPERTIES OTHER THAN REAL ESTATE When property becomes surplus, is no longer needed, or is in unusable condition, it shall be disposed of as follows:

The Superintendent or his or her designee is authorized to declare District materials, equipment, and supplies to be unnecessary and shall inspectdispose of unnecessary materials, equipment, and supplies for fair market value. If the unnecessary property—has no value, the Superintendent or designee may dispose of such property according to administrative discretion.

- 1. Items obtained as federal surplus shall be handled in accordance with managed according to federal regulations.
- 2. Upon the recommendation of the Superintendent, the Board, by resolution, may declare the property surplus and no longer needed and authorize disposal of the property.
- 3. Disposal shall be as follows:
  - a. By sealed bid after advertisement in a newspaper of general circulation at least one week prior to the closing of bids; and
  - b. By public auction/sale after publication as listed in 3a above.
  - c. Should both 3a and 3b above fail to result in the disposal of the property, the Superintendent or his or her designee may, at his or her discretion, either sell at any price, give away, destroy, or scrap the property.
- 4. All sales shall be handled by the giving of a receipt for cash or check, and all proceeds shall be deposited to the District's general fund with the giving and receiving of receipts thereof.
- 5. Items that are beyond repair, no longer of use, or surplus may be traded in on more useful items by the following procedures:
  - a. Examination by the administration as indicated in section 1 above.
  - b. Board resolution authorizing the trade.
- In all cases where property is declared surplus, it shall be removed from the District inventory when disposed of and proper notation shall be made showing the price realized for said property upon disposal.

#### SCHOOL PROPERTIES DISPOSAL

CI (LOCAL)

- 7. Since title of all property is vested in the Board, no property may be sold or disposed of without a resolution of the Board with the following exceptions:
  - a. Scrap building materials.
  - b. Parts of equipment that cannot be used or identified.
  - c. Items which are to be traded in for newer or more suitable items.

In such cases, the Superintendent or his or her designee shall inspect the items, making a written notation for record of the nature of the item(s), the reason for disposal, and the date of disposal. Such records shall be kept for at least five years.

## TERM CONTRACTS NONRENEWAL

DFBB (LOCAL)

#### **REASONS**

The recommendation to the Board and its decision not to renew a contract under this policy shall not be based on an employee's exercise of Constitutional rights or based unlawfully on an employee's race, color, religion, sex, national origin, disability, or age. Reasons for proposed nonrenewal of an employee's term contract shall be:

- Deficiencies pointed out in observation reports, appraisals or evaluations, supplemental memoranda, or other communications.
- 2. Failure to fulfill duties or responsibilities.
- 3. Incompetency or inefficiency in the performance of duties.
- Inability to maintain discipline in any situation in which the employee is responsible for the oversight and supervision of students.
- 5. Insubordination or failure to comply with official directives.
- 6. Failure to comply with Board policies or administrative regulations.
- 7. Excessive absences.
- 8. Conducting personal business during school hours when it results in neglect of duties.
- Reduction in force because of financial exigency or program change. [See DFF]
- A decision by a campus intervention team under Education Code 39.1324 that the employee not be retained at a reconstituted campus.
- 11. Drunkenness or excessive use of alcoholic beverages; or possession, use, or being under the influence of alcohol or alcoholic beverages while on school property, while working in the scope of the employee's duties, or while attending any school- or District-sponsored activity.
- 12. The illegal possession, use, manufacture, or distribution of a controlled substance, a drug, a dangerous drug, hallucinogens, or other substances regulated by state statutes.
- Failure to meet the District's standards of professional conduct.
- Failure to report any arrest, indictment, conviction, no contest or guilty plea, or other adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL). [See DH]

TERM CONTRACTS
NONRENEWAL

DFBB (LOCAL)

- Conviction of or deferred adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL); andor conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony. [See DH]
- 16. Failure to comply with reasonable District requirements regarding advanced coursework or professional improvement and growth.
- 17. Disability, not otherwise protected by law, that prevents the employee from performing the essential functions of the job.
- 18. Any activity, school-connected or otherwise, that, because of publicity given it, or knowledge of it among students, faculty, and community, impairs or diminishes the employee's effectiveness in the District.
- 19. Any breach by the employee of an employment contract or any reason specified in the employee's employment contract.
- 20. Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, or colleagues.
- A significant lack of student progress attributable to the educator.
- 22. Behavior that presents a danger of physical harm to a student or to other individuals.
- 23. Assault on a person on school property or at a school-related function, or on an employee, student, or student's parent regardless of time or place.
- 24. Use of profanity in the course of performing any duties of employment, whether on or off school premises, in the presence of students, staff, or members of the public, if reasonably characterized as unprofessional.
- 25. Falsification of records or other documents related to the District's activities.
- 26. Falsification or omission of required information on an employment application.
- 27. Misrepresentation of facts to a supervisor or other District official in the conduct of District business.
- Failure to fulfill requirements for certification, including passing certification examinations required by state law for the employee's assignment.

## TERM CONTRACTS NONRENEWAL

DFBB (LOCAL)

- 29. Failure to achieve or maintain "highly qualified" status as required for the employee's assignment.
- Failure to fulfill the requirements of a deficiency plan under an Emergency Permit, a Special Assignment Permit, or a Temporary Classroom Assignment Permit.
- 31. Any attempt to encourage or coerce a child to withhold information from the child's parent or from other District personnel.
- 32. Any reason that makes the employment relationship void or voidable, such as a violation of federal, state, or local law.
- 33. Any reason constituting good cause for terminating the contract during its term.

RECOMMENDATIONS FROM ADMINISTRATION

Administrative recommendations for renewal or proposed nonrenewal of professional employee contracts shall be submitted to the Superintendent. The Superintendent shall require that each Each administrator's recommendation for nonrenewal shall be accompanied by copies of all pertinent information necessary to a decision to recommend proposed nonrenewal. The final decision on the administrative recommendation to the Board on each employee's contract rests with the Superintendent.

### SUPERINTENDENT'S RECOMMENDATION

The Superintendent shall prepare lists of employees whose contracts are recommended for renewal or proposed nonrenewal by the Board. Copies of written evaluations, other supporting Supporting documentation, if any, and reasons for the recommendation shall be submitted for each employee recommended for proposed nonrenewal. The Board shall consider such information, as appropriate, in support of recommendations for proposed nonrenewal and shall then act on all recommendations.

NOTICE OF PROPOSED RENEWAL OR NONRENEWAL The Superintendent shall deliver to the employee by hand or certified mail, return receipt requested, written notice of proposed renewal or nonrenewal not later than the 45th day before the last day of instruction required in the contract. If the notice of proposed nonrenewal does not contain a statement of the reason or all of the reasons for the proposed action, and the employee requests a hearing, the District shall give the employee notice of all reasons for the proposed nonrenewal a reasonable time before the hearing. The initial notice or any subsequent notice shall contain the hearing procedures.

REQUEST FOR HEARING

If the employee desires a hearing after receiving the notice of proposed nonrenewal, the employee shall notify the Board in writing not later than the 15th day after the date the employee received the notice of proposed nonrenewal. When a timely request for a hearing on a proposed nonrenewal is received by the Board Presi-

DATE ISSUED: 6/8/2007/11/11/2008

UPDATE 80UPDATE 84

DFBB(LOCAL)-A

## TERM CONTRACTS NONRENEWAL

DFBB (LOCAL)

The employee shall be given notice of the hearing date as soon as it is set.

The lines the employee requests that the hearing be open the

HEARING PROCEDURE TheUnless the employee requests that the hearing be open, the hearing shall be conducted in closed meeting unless the employee requests that it be open, with only the members of the Board, the employee, the Superintendent, their representatives, and such witnesses as may be called in attendance. Witnesses may be excluded from the hearing until it is their turncalled to present evidence. The employee and the administration may each be represented bychoose a representative of each party's choice. Notice, at least five days in advance of the hearing, shall be given by each party intending to be represented, including the name of the representative. Failure to give such notice may result in post-ponement of the hearing.

dent, the hearing shall be held not later than the 15th day after receipt of the request, unless the parties mutually agree to a delay.

The conduct of the hearing shall be under the Board President's control and in general shall generally follow the steps listed below:

- After consultation with the parties, the Board President shall impose reasonable time limits for presentation of evidence and closing arguments.
- 2. The hearing shall begin with the administration's presentation, supported by such proof as it desires to offer.
- 3. The employee may cross-examine any witnesses for the administration.
- 4. The employee may then present such testimonial or documentary proof, as desired, to offer in rebuttal or general support of the contention that the contract be renewed.
- 5. The administration may cross-examine any witnesses for the employee and offer rebuttal to the testimony of the employee's witnesses.
- 6. Closing arguments may be made by each party.

A record of the hearing shall be made so that a certified transcript can be prepared, if required.

**BOARD DECISION** 

The Board may consider only such evidence as is presented at the hearing. After all the evidence has been presented, if the Board determines that the reasons given in support of the recommendation to not renew the employee's contract are lawful, supported by the evidence, and not arbitrary or capricious, it shall so notify the employee by a written notice not later than the 15th day after the date on which the hearing is concluded. This notice shall also in-

West Orange-Cove CISD 181906

TERM CONTRACTS NONRENEWAL

DFBB (LOCAL)

clude the Board's decision on renewal, which decision shall be final-.

## INSTRUCTIONAL ARRANGEMENTS HOMEBOUND INSTRUCTION

EEH (LOCAL)

#### GENERAL EDUCATION

A-Consistent with TEA's Student Attendance Accounting Handbook (SAAH), a student to be confined for a minimum of four consecutive-weeks to a hospital or homebound for medical reasons specifically documented by a physician licensed to practice in the U.S.nited States may be eligible for general education homebound services. The parent's request for services shall be made through the principal in accordance with TEA's Student Attendance Accounting Handbook-SAAH and administrative procedures.

The principal or designee shall convene a placement committee composed of at least a campus administrator, a teacher of the student, and the parent or guardian of the student to consider the necessity of providing general education homebound instruction to the student. If the committee determines that such instruction is appropriate, the committee shall determine the type and amount of instruction to be provided and, when the student is able to return to the regular educational setting, the length of the transition period based on current medical information.

SPECIAL EDUCATION

For special education students, the ARD committee shall determine the type and amount of instruction to be provided and, when the student is able to return to the regular educational setting, the length of the transition period based on current medical information.

DOCUMENTATION OF SERVICES

The District shall maintain, in accordance with administrative procedures, full documentation about students receiving homebound services.

DATE ISSUED: 11/<del>29/2005</del>11/2008 <del>UPDATE 77</del>UPDATE 84

EEH(LOCAL)-A

ADOPTED:

# ADMISSIONS INTRADISTRICT TRANSFERS AND CLASSROOM ASSIGNMENTS

FDB (LOCAL)

Students shall be assigned to schools in the attendance areas in which they reside. The Superintendent may authorize the intradistrict transfer of a student, upon written request by the parent, with the understanding that transportation shall be provided by the parents. The Superintendent may assign any student from one school facility or classroom to another within the District. When the Board changes attendance zones, students shall attend the appropriate school as designated by that change.

Students in kindergarten-grade 5 who are attending a District school and move to another school attendance area may continue to attend the school where they were initially enrolled for the remainder of the current school year. Transportation shall be the responsibility of the parents if a student is not attending his or her geographically designated campus.

### CHILDREN OF DISTRICT EMPLOYEES

A child of a District employee may attend the campus where his or her parent is employed, regardless of the designated attendance zones.

#### INTRADISTRICT TRANSFERS — ELEMENTARY

A transfer from one attendance zone to another may be granted by the Superintendent or designee at the beginning of a semester if a physical move of the family is planned within the school year. A transfer from one attendance zone to another may be granted if the school administration feels that such a transfer will enhance educational opportunities.

Students may be transferred administratively when it will more evenly distribute class sizes among the schools involved.

### BOARD RESPONSE TO PARENT PETITION

Upon receipt of a written petition to transfer a child from one attendance zone to another, the following criteria shall be considered when determining the need to deny the petition:

- 1. Overcrowding at the sending and receiving schools.
- Size of sending and receiving schools.
- 3. Dependability of parent transportation.
- 4. Permanence of request. The student must remain for the full school year.

TRANSFERS
PROMPTED BY
BULLYING

In response to allegations of bullying, the Superintendent and campus principal shall be authorized to investigate and approve transfers of students from one classroom to another or between campuses, as appropriate. Note:

For transfers of students who are victims of bullying, see FDB(LEGAL). For transfers of students who attend

DATE ISSUED: 8/16/200511/11/2008 UPDATE 76UPDATE 84 FDB(LOCAL)-X West Orange-Cove CISD 181906

# ADMISSIONS INTRADISTRICT TRANSFERS AND CLASSROOM ASSIGNMENTS

FDB (LOCAL)

<u>a persistently dangerous school, become victims of a violent criminal offense, or become victims of sexual assault, see FDD.</u>