

BOARD MINUTES
Regular Meeting
June 20, 2012

CALL TO ORDER: Be it remembered that on this June 20, 2012, a Regular Meeting of the Crockett County Consolidated Common School District Board of Trustees was called to order by Board President Ray Don Myers at 6:30 pm with a quorum of the following members present: Ray Don Myers, Grizz Medina, Tom Anderson, Dwight Childress, and Roland DeHoyos. Board Members absent were Harvey Sanchez and David McWilliams. Also in attendance were Melissa Perner, Chris duBois, Jessica Luckie, Rebeca Kain, John Kain, Cody Harris, Cynthia Hokit, Susan Willims, Keith Harmsen, Giles Madry, Dan Pullen, and Doris Hood.

INVOCATION/
PLEDGES: Keith Harmsen offered the Invocation and all in attendance joined for the pledges to the flags.

DISTRICT
SPOTLIGHT:
(TASB MEDIA
HONOR ROLL) Melissa Perner (The Ozona Stockman) and Eligio Martinez (KHOS Radio) were presented framed certificates from the TASB Media Honor Roll 2012. They were recognized and honored for their fair and consistent news coverage concerning Crockett County CCSD.

PUBLIC HEARING -
INTERNET SAFETY
POLICY: Superintendent Chris duBois explained the Internet Safety Policy for Crockett County Consolidated Common School District. This policy is referred to as 'Children's Internet Protection Act' with Board Policy CQ (LOCAL) and CA (LEGAL). **See Attachment #A**

OPEN FORUM: No one appeared to speak during the Open Forum segment of the June 20, 2012 Regular Meeting.

APPROVAL OF
AGENDA: A motion by Dwight Childress to approve the agenda with the omission of Item #12 (due to unavailable information) was seconded by Roland DeHoyos and passed 5-0.

REPORTS: Reports were information only and did not require Board Action.

QUARTERLY
INVESTMENT
REPORT: A motion by Ray Don Myers to accept the Quarterly Investment Report as presented was seconded by Dwight Childress and passed 5-0.
See Attachment #B

CONSENT AGENDA: A motion by Tom Anderson to approve the Consent Agenda which included the minutes from the Regular Meeting held on May 16, 2012, the minutes from the Called Meeting held on May 31, 2012, and Budget Amendments #12, #13, #14, and #15 was seconded by Dwight Childress and passed 5-0.
See Attachments # C

ESC XV
CONTRACTS: A motion by Ray Don Myers to approve Education Service Center Region XV Contracts for 2012-2013 as presented was seconded by Grizz Medina and passed 5-0.
See Attachment # D

RESOLUTION &
INTERLOCAL
AGREEMENT TO
SUPPLEMENTAL
EMPLOYEE
BENEFITS
PROGRAM: A motion by Grizz Medina to approve the Board Resolution related to the TASB Risk Management Supplemental Employee Benefits Program under the Interlocal Cooperation Act was seconded by Dwight Childress and passed 5-0.
See Attachment # E

SHARED SERVICES
AGREEMENT WITH
MENARD SPECIAL
EDUCATION
COOPERATIVE: A motion by Dwight Childress to approve the 'Shared Services Agreement' with Menard Special Education Cooperative was seconded by Ray Don Myers and passed 5-0.
See Attachment # F

CAFETERIA PRICES
FOR 2012-2013: Agenda Item # 14 (Cafeteria prices for 2012-2013) was tabled for discussion at a future meeting.

EXECUTIVE/
CLOSED SESSION: Board President Ray Don Myers recessed the June 20, 2012 Regular Meeting of the Board at 7:40 pm for the purpose of entering into Executive/Closed Session as authorized by Texas Government code 551.074 Personnel Matters.

The Open Meeting of the June 20, 2012 was resumed at 8:25 pm.

Action from Closed
Session: A motion by Ray Don Myers to approve acceptance of resignations from professional employees Stephen Martin, Elizabeth Bouquin, Kari Hale, and Ryan McMahon was seconded by Grizz Medina and passed 5-0.

A motion by Ray Don Myers to approve the campus administration's recommendation for a Probationary contract for 2012-2013 for professional employee Christopher Lowry at OHS was seconded by Roland DeHoyos and passed 5-0.

ADOPTION OF REVISED LOCAL POLICIES EFFECTIVE AUGUST 1, 2012: A motion by Ray Don Myers to approve amended Policies FB (Local), FFC (Local), and FFH (Local) effective August 1, 2012 was seconded by Dwight Childress and passed 5-0.
See Attachment # G

Board Policy Update 94 FFAF (LOCAL): A motion by Ray Don Myers to add, revise, or delete (LOCAL) Policies as recommended by TASB Policy Service and according to the Instruction Sheet for TASB Localized Policy Manual Update 94. Policy FFAF (Local) will be adopted effective August 1, 2012, was seconded by Roland DeHoyos and passed 5-0.
See Attachment # H

APPROVAL OF PROPOSED INTERNET SAFETY POLICY CQ (Local), COMPLIANT WITH CIPA: A motion by Ray Don Myers and seconded by Tom Anderson to affirm that Internet Safety Policy [CQ (Legal)] and CQ (Local) has been reviewed, and further, certifies that this Internet Safety Policy complies with the Children’s Internet Safety Act as required; including the education of minors about appropriate online behavior, including interacting with other individual on social networking websites in chat rooms and cyber-bullying awareness. The Board directs the superintendent and administration to ensure compliance through appropriate administrative policies for both employee and student users. The motion passed 5-0.
 CQ (LOCAL and LEGAL) are included with Attachment #A.

FUTURE BUSINESS: June 23, 2012 - Mini School Board Conference at ESC XV
 June 28, 2012 - District Site-Based Committee and School Board (joint meeting) - 5:30 pm OES Cafetorium.
 July 16, 2012 - Budget Workshop 5:30 pm
 July 16, 2012 - Regular Board Meeting 6:30 pm
 Board Self Evaluation - TBD

ADJOURNMENT: With no further business pending before the Board, a motion by Grizz Medina to adjourn the June 20, 2012 Regular Meeting of the Board was seconded by Tom Anderson and passed 5-0.

The June 20, 2012 Regular Meeting of the Board adjourned at 8:38 pm.

**Internet Safety Policy
For Crockett County Consolidated Common School District**

Introduction

It is the policy of Crockett County CCSD to: (a) prevent user access over its computer network to, or transmission of, inappropriate material via Internet, electronic mail, or other forms of direct electronic communications; (b) prevent unauthorized access and other unlawful online activity; (c) prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors; and (d) comply with the Children's Internet Protection Act [Pub. L. No. 106-554 and 47 USC 254(h)].

Definitions

Key terms are as defined in the Children's Internet Protection Act.*

Access to Inappropriate Material

To the extent practical, technology protection measures (or "Internet filters") shall be used to block or filter Internet, or other forms of electronic communications, and access to inappropriate information.

Specifically, as required by the Children's Internet Protection Act, blocking shall be applied to visual depictions of material deemed obscene or child pornography, or to any material deemed harmful to minors.

Subject to staff supervision, technology protection measures may be disabled for adults or, in the case of minors, minimized only for bona fide research or other lawful purposes.

Inappropriate Network Usage

To the extent practical, steps shall be taken to promote the safety and security of users of the Crockett County CCSD online computer network when using electronic mail, chat rooms, instant messaging, and other forms of direct electronic communications.

Specifically, as required by the Children's Internet Protection Act, prevention of inappropriate network usage includes: (a) unauthorized access, including so-called 'hacking,' and other unlawful activities; and (b) unauthorized disclosure, use, and dissemination of personal identification information regarding minors.

Education, Supervision and Monitoring

It shall be the responsibility of all members of the Crockett County CCSD staff to educate, supervise and monitor appropriate usage of the online computer network and access to the Internet in accordance with this policy, the Children's Internet Protection

Act, the Neighborhood Children's Internet Protection Act, and the Protecting Children in the 21st Century Act.

Procedures for the disabling or otherwise modifying any technology protection measures shall be the responsibility of the Director of Technology or designated representatives.

The Director of Technology or designated representatives will provide age appropriate training for students who use Crockett County CCSD's Internet facilities. The training provided will be designed to promote Crockett County CCSD's commitment to:

- a. The standards and acceptable use of Internet services as set forth in the Crockett County CCSD Internet Safety Policy;
- b. Student safety with regard to:
 - i. safety on the Internet;
 - ii. appropriate behavior while on online, on social networking Web sites, and in chat rooms; and
 - iii. cyber bullying awareness and response.
- c. Compliance with the E-rate requirements of the Children's Internet Protection Act ("CIPA").

Following receipt of this training, the student will acknowledge that he/she received the training, understood it, and will follow the provisions of the District's acceptable use policies.

Adoption

This Internet Safety Policy was adopted by the Crockett County CCSD Board of Education at a public meeting, following normal public notice, on June 20, 2012.

* CIPA definitions of terms:

MINOR. The term "minor" means any individual who has not attained the age of 17 years.

TECHNOLOGY PROTECTION MEASURE. The term "technology protection measure" means a specific technology that blocks or filters Internet access to visual depictions that are:

1. **OBSCENE**, as that term is defined in section 1460 of title 18, United States Code;
2. **CHILD PORNOGRAPHY**, as that term is defined in section 2256 of title 18, United States Code; or
3. Harmful to minors.

HARMFUL TO MINORS. The term "harmful to minors" means any picture, image, graphic image file, or other visual depiction that:

1. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion;

2. Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and
3. Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

SEXUAL ACT; SEXUAL CONTACT. The terms "sexual act" and "sexual contact" have the meanings given such terms in section 2246 of title 18, United States Code.

TECHNOLOGY RESOURCES

CQ
(LOCAL)

Note: For Board member use of District technology resources, see BBI. For student use of personal electronic devices, see FNCE.

For purposes of this policy, "technology resources" means electronic communication systems and electronic equipment.

AVAILABILITY OF ACCESS

Access to the District's technology resources, including the Internet, shall be made available to students and employees primarily for instructional and administrative purposes and in accordance with administrative regulations.

LIMITED PERSONAL USE

Limited personal use of the District's technology resources shall be permitted if the use:

1. Imposes no tangible cost on the District;
2. Does not unduly burden the District's technology resources; and
3. Has no adverse effect on an employee's job performance or on a student's academic performance.

USE BY MEMBERS OF THE PUBLIC

Access to the District's technology resources, including the Internet, shall be made available to members of the public, in accordance with administrative regulations. Such use shall be permitted so long as the use:

1. Imposes no tangible cost on the District; and
2. Does not unduly burden the District's technology resources.

ACCEPTABLE USE

The Superintendent or designee shall develop and implement administrative regulations, guidelines, and user agreements consistent with the purposes and mission of the District and with law and policy.

Access to the District's technology resources is a privilege, not a right. All users shall be required to acknowledge receipt and understanding of all administrative regulations governing use of the District's technology resources and shall agree in writing to allow monitoring of their use and to comply with such regulations and guidelines. Noncompliance may result in suspension of access or termination of privileges and other disciplinary action consistent with District policies. [See DH, FN series, FO series, and the Student Code of Conduct] Violations of law may result in criminal prosecution as well as disciplinary action by the District.

INTERNET SAFETY

The Superintendent or designee shall develop and implement an Internet safety plan to:

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1. Control students' access to inappropriate materials, as well as to materials that are harmful to minors;
2. Ensure student safety and security when using electronic communications;
3. Prevent unauthorized access, including hacking and other unlawful activities;
4. Restrict unauthorized disclosure, use, and dissemination of personally identifiable information regarding students; and
5. Educate students about cyberbullying awareness and response and about appropriate online behavior, including interacting with other individuals on social networking Web sites and in chat rooms.

FILTERING

Each District computer with Internet access and the District's network systems shall have filtering devices or software that blocks access to visual depictions that are obscene, pornographic, inappropriate for students, or harmful to minors, as defined by the federal Children's Internet Protection Act and as determined by the Superintendent or designee.

The Superintendent or designee shall enforce the use of such filtering devices. Upon approval from the Superintendent or designee, an administrator, supervisor, or other authorized person may disable the filtering device for bona fide research or other lawful purpose.

MONITORED USE

Electronic mail transmissions and other use of the District's technology resources by students, employees, and members of the public shall not be considered private. Designated District staff shall be authorized to monitor the District's technology resources at any time to ensure appropriate use.

DISCLAIMER OF LIABILITY

The District shall not be liable for users' inappropriate use of the District's technology resources, violations of copyright restrictions or other laws, users' mistakes or negligence, and costs incurred by users. The District shall not be responsible for ensuring the availability of the District's technology resources or the accuracy, age appropriateness, or usability of any information found on the Internet.

RECORD RETENTION

A District employee shall retain electronic records, whether created or maintained using the District's technology resources or using personal technology resources, in accordance with the District's record management program. [See CPC]

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SECURITY BREACH
NOTIFICATION

Upon discovering or receiving notification of a breach of system security, the District shall disclose the breach to affected persons or entities in accordance with the time frames established by law.

The District shall give notice by using one or more of the following methods:

1. Written notice.
2. Electronic mail, if the District has electronic mail addresses for the affected persons.
3. Conspicuous posting on the District's Web site.
4. Publication through broadcast media.

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PEIMS

The District shall participate in the Public Education Information Management System (PEIMS) and through that system shall provide information required for the administration of the Foundation School Program and of other appropriate provisions of the Education Code. The PEIMS data standards, established by the Commissioner, shall be used by the District to submit information. *Education Code 42.006; 19 TAC 61.1025*

CHILDREN'S
INTERNET
PROTECTION ACT

Under the Children's Internet Protection Act (CIPA), the District must, as a prerequisite to receiving universal service discount rates, implement certain Internet safety measures and submit certification to the Federal Communications Commission (FCC). *47 U.S.C. 254* [See UNIVERSAL SERVICE DISCOUNTS, below, for details]

Districts that do not receive universal service discounts but do receive certain federal funds under the Elementary and Secondary Education Act (ESEA) must, as a prerequisite to receiving these funds, implement certain Internet safety measures and submit certification to the Department of Education (DOE). *20 U.S.C. 6777* [See ESEA FUNDING, below, for details]

DEFINITIONS

"Harmful to minors" means any picture, image, graphic image file, or other visual depiction that:

1. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion;
2. Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and
3. Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

47 U.S.C. 254(h)(7)(G); 20 U.S.C. 6777(e)(6)

"Technology protection measure" means a specific technology that blocks or filters Internet access. *47 U.S.C. 254(h)(7)(I)*

UNIVERSAL SERVICE
DISCOUNTS

An elementary or secondary school having computers with Internet access may not receive universal service discount rates unless the District implements an Internet safety policy, submits certifications to the FCC, and ensures the use of computers with Internet access in accordance with the certifications. *47 U.S.C. 254(h)(5)(A); 47 CFR 54.520*

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	<p>“Universal service” means telecommunications services including Internet access, Internet services, and internal connection services and other services that are identified by the FCC as eligible for federal universal service support mechanisms. <i>47 U.S.C. 254(c), (h)(5)(A)(ii)</i></p>
INTERNET SAFETY POLICY	<p>The District shall adopt and implement an Internet safety policy that addresses:</p> <ol style="list-style-type: none">1. Access by minors to inappropriate matter on the Internet and the World Wide Web;2. The safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications;3. Unauthorized access, including “hacking,” and other unlawful activities by minors online;4. Unauthorized disclosure, use, and dissemination of personal identification information regarding minors; and5. Measures designed to restrict minors’ access to materials harmful to minors. <p><i>47 U.S.C. 254(l)</i></p> <p>As part of its Internet safety policy, districts must educate minors about appropriate online behavior, including interacting with other individuals on social networking Web sites and in chat rooms and cyberbullying awareness and response. <i>47 U.S.C. 254(h)(5)(B)(iii)</i></p>
PUBLIC HEARING	<p>The District shall provide reasonable public notice and hold at least one public hearing or meeting to address the proposed Internet safety policy. <i>47 U.S.C. 254(h)(5)(A), (l)(1)</i></p>
“INAPPROPRIATE FOR MINORS”	<p>A determination regarding what matter is inappropriate for minors shall be made by the Board or designee. <i>47 U.S.C. 254(l)(2)</i></p>
TECHNOLOGY PROTECTION MEASURE	<p>In accordance with the appropriate certification, the District shall operate a technology protection measure that protects minors against access to visual depictions that are obscene, child pornography, or harmful to minors; and protects adults against access to visual depictions that are obscene or child pornography. <i>47 U.S.C. 254(h)(5)(B), (C)</i></p>
EXCEPTION FOR ADULTS	<p>An administrator, supervisor, or other person authorized by the District may disable the technology protection measure during use by an adult to enable access for bona fide research or other lawful purpose. <i>47 U.S.C. 254(h)(5)(D)</i></p>

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MONITORED USE In accordance with the appropriate certification, the District shall monitor the online activities of minors. *47 U.S.C. 254(h)(5)(B)*

CERTIFICATIONS TO THE FCC To be eligible for universal service discount rates, the District shall certify to the FCC during each annual program application cycle, in the manner prescribed at 47 CFR 54.520, that:

1. An Internet safety policy has been adopted and implemented.
2. With respect to use by minors, the District is enforcing the Internet safety policy, educating minors about appropriate on-line behavior as part of its Internet safety policy, and operating a technology protection measure during any use of the computers.
3. With respect to use by adults, the District is enforcing an Internet safety policy and operating a technology protection measure during any use of the computers.

47 U.S.C. 254(h)(5); 47 CFR 54.520

ESEA FUNDING Federal funds made available under Title II, Part D of the ESEA for an elementary or secondary school that does not receive universal service discount rates may not be used to purchase computers used to access the Internet, or to pay for direct costs associated with accessing the Internet unless the District:

1. Has in place a policy of Internet safety for minors that includes the operation of a technology protection measure that protects against access to visual depictions that are obscene, child pornography, or harmful to minors and enforces the operation of the technology protection measure during any use by minors of its computers with Internet access; and
2. Has in place a policy of Internet safety that includes the operation of a technology protection measure that protects against access to visual depictions that are obscene or child pornography; and enforces the operation of the technology protection measure during any use of its computers with Internet access.

The District may disable the technology protection measure to enable access to bona fide research or for another lawful purpose.

CERTIFICATION TO DOE The District shall certify its compliance with these requirements to the DOE as part of the annual application process for each program funding year under the ESEA.

20 U.S.C. 6777

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TRANSFER OF
EQUIPMENT TO
STUDENTS

The District may transfer to a student enrolled in the District:

1. Any data processing equipment donated to the District, including equipment donated by a private donor, a state eleemosynary institution, or a state agency under Government Code 2175.905;
2. Any equipment purchased by the District; and
3. Any surplus or salvage equipment owned by the District.

Education Code 32.102(a)

Before transferring data processing equipment to a student, the District must:

1. Adopt rules governing transfers, including provisions for technical assistance to the student by the District;
2. Determine that the transfer serves a public purpose and benefits the District; and
3. Remove from the equipment any offensive, confidential, or proprietary information, as determined by the District.

Education Code 32.104

DONATIONS

The District may accept:

1. Donations of data processing equipment for transfer to students; and
2. Gifts, grants, or donations of money or services to purchase, refurbish, or repair data processing equipment.

Education Code 32.102(b)

The District shall not pay a fee or other reimbursement to a state eleemosynary institution or institution or agency of higher education or other state agency for surplus or salvage data processing equipment it transfers to the District. *Government Code 2175.905(c)*

USE OF PUBLIC
FUNDS

The District may spend public funds to:

1. Purchase, refurbish, or repair any data processing equipment transferred to a student; and
2. Store, transport, or transfer data processing equipment under this policy.

Education Code 32.105

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ELIGIBILITY	A student is eligible to receive data processing equipment under this policy only if the student does not otherwise have home access to data processing equipment, as determined by the District. The District shall give preference to educationally disadvantaged students. <i>Education Code 32.103</i>
RETURN OF EQUIPMENT	Except as provided below, a student who receives data processing equipment from the District under this policy shall return the equipment to the District not later than the earliest of: <ol style="list-style-type: none">1. Five years after the date the student receives the equipment;2. The date the student graduates;3. The date the student transfers to another district; or4. The date the student withdraws from school. If, at the time the student is required to return the equipment, the District determines that the equipment has no marketable value, the student is not required to return the equipment. <i>Education Code 32.106</i>
UNIFORM ELECTRONIC TRANSACTIONS ACT	The District may agree with other parties to conduct transactions by electronic means. Any such agreement or transaction must be done in accordance with the Uniform Electronic Transactions Act. <i>Business and Commerce Code Chapter 322</i>
SECURITY BREACH NOTIFICATION TO INDIVIDUALS	A district that owns or licenses computerized data that includes sensitive personal information shall disclose, in accordance with the notice provisions at Business and Commerce Code 521.053(e), any breach of system security, after discovering or receiving notification of the breach, to any individual whose sensitive personal information was, or is reasonably believed to have been, acquired by an unauthorized person. The disclosure shall be made as quickly as possible, except as provided at CRIMINAL INVESTIGATION EXCEPTION, below, or as necessary to determine the scope of the breach and restore the reasonable integrity of the data system.
TO THE OWNER OR LICENSE HOLDER	A district that maintains computerized data that includes sensitive personal information not owned by the district shall notify the owner or license holder, in accordance with Business and Commerce Code 521.053(e), of the information of any breach of system security immediately after discovering the breach, if the sensitive personal information was, or is reasonably believed to have been, acquired by an unauthorized person.

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TO A CONSUMER
REPORTING
AGENCY

If the District is required to notify at one time more than 10,000 persons of a breach of system security, the District shall also notify each consumer reporting agency, as defined by 15 U.S.C. 1681a, that maintains files on consumers on a nationwide basis, of the timing, distribution, and content of the notices. The District shall provide the notice without unreasonable delay.

CRIMINAL
INVESTIGATION
EXCEPTION

The District may delay providing the required notice to state residents or the owner or license holder at the request of a law enforcement agency that determines that the notification will impede a criminal investigation. The notification shall be made as soon as the law enforcement agency determines that the notification will not compromise the investigation.

INFORMATION
SECURITY POLICY

A district that maintains its own notification procedures as part of an information security policy for the treatment of sensitive personal information that complies with the timing requirements for notice described above complies with Business and Commerce Code 521.053 if the district notifies affected persons in accordance with that policy.

Business and Commerce Code 521.053; Local Gov't Code 205.010

DEFINITIONS

"Breach of system security" means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information maintained by a person, including data that is encrypted if the person accessing the data has the key required to decrypt the data. Good faith acquisition of sensitive personal information by an employee or agent of the person for the purposes of the person is not a breach of system security unless the person uses or discloses the sensitive personal information in an unauthorized manner. *Business and Commerce Code 521.053(a)*

"Sensitive personal information" means:

1. An individual's first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted:
 - a. Social security number;
 - b. Driver's license number or government-issued identification number; or
 - c. Account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual's financial account; or

2. Information that identifies an individual and relates to:
 - a. The physical or mental health or condition of the individual;
 - b. The provision of health care to the individual; or
 - c. Payment for the provision of health care to the individual.

“Sensitive personal information” does not include publicly available information that is lawfully made available to the public from the federal government or a state or local government.

Business and Commerce Code 521.002(a)(2), (b)

ACCESS TO
ELECTRONIC
COMMUNICATIONS

ELECTRONIC
COMMUNICATION
PRIVACY ACT

Except as otherwise provided in the Electronic Communication Privacy Act (ECPA), 18 U.S.C. 2510–22, a person commits an offense if the person:

1. Intentionally intercepts, endeavors to intercept, or procures any other person to intercept or endeavor to intercept any wire, oral, or electronic communication;
2. Intentionally uses, endeavors to use, or procures any other person to use or endeavor to use any electronic, mechanical, or other device to intercept any oral communication when:
 - a. Such device is affixed to, or otherwise transmits a signal through, a wire, cable, or other like connection used in wire communication; or
 - b. Such device transmits communications by radio, or interferes with the transmission of such communication; or
 - c. Such person knows, or has reason to know, that such device or any component thereof has been sent through the mail or transported in interstate or foreign commerce; or
 - d. Such use or endeavor to use takes place on the premises of any business or other commercial establishment the operations of which affect interstate or foreign commerce; or obtains or is for the purpose of obtaining information relating to the operations of any business or other commercial establishment the operations of which affect interstate or foreign commerce; or
 - e. Such person acts in the District of Columbia, the Commonwealth of Puerto Rico, or any territory or possession of the United States;

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(LEGAL)

3. Intentionally discloses, or endeavors to disclose, to any other person the contents of any wire, oral, or electronic communication, knowing or having reason to know that the information was obtained through the prohibited interception of a wire, oral, or electronic communication;
4. Intentionally uses, or endeavors to use, the contents of any wire, oral, or electronic communication, knowing or having reason to know that the information was obtained through the prohibited interception of a wire, oral, or electronic communication; or
5. Intentionally discloses, or endeavors to disclose, to any other person the contents of any wire, oral, or electronic communication, intercepted by means authorized by 18 U.S.C. 2511(2)(a)(ii), 2511(2)(b)–(c), 2511(2)(e), 2516, and 2518; knowing or having reason to know that the information was obtained through the interception of such a communication in connection with a criminal investigation; having obtained or received the information in connection with a criminal investigation; and with intent to improperly obstruct, impede, or interfere with a duly authorized criminal investigation.

It shall not be unlawful for a person not acting under color of law to intercept a wire, oral, or electronic communication where such person is a party to the communication or where one of the parties to the communication has given prior consent to such interception unless such communication is intercepted for the purpose of committing any criminal or tortious act in violation of the Constitution or laws of the United States or of any state.

18 U.S.C. 2511(1), (2)(d)

STORED WIRE AND
ELECTRONIC
COMMUNICATIONS
AND
TRANSACTIONAL
RECORDS ACCESS
ACT

The District must comply with the Stored Wire and Electronic Communications and Transactional Records Access Act, 18 U.S.C. 2701–12.

A person is prohibited from obtaining, altering, or preventing authorized access to a wire or electronic communication while it is in electronic storage by:

1. Intentionally accessing without authorization a facility through which an electronic communication service is provided; or
2. Intentionally exceeding an authorization to access that facility.

EXCEPTIONS

This section does not apply with respect to conduct authorized:

1. By the person or entity providing a wire or electronic communications service;

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2. By a user of that service with respect to a communication of or intended for that user; or

3. By sections 18 U.S.C. 2703, 2704, or 2518.

18 U.S.C. 2701(a), (c)

DEFINITIONS

ELECTRONIC
COMMUNICATION

“Electronic communication” means any transfer of signs, signals, writing, images, sounds, data, or intelligence of any nature transmitted in whole or in part by a wire, radio, electromagnetic, photo-electronic or photooptical system that affects interstate or foreign commerce. *18 U.S.C. 2510(12)*

ELECTRONIC
STORAGE

“Electronic storage” means:

1. Any temporary, intermediate storage of a wire or electronic communication incidental to the electronic transmission thereof; and
2. Any storage of such communication by an electronic communication service for purposes of backup protection of such communication.

18 U.S.C. 2510(17)

Messages that have been sent to a person, but not yet opened, are in temporary, intermediate storage and are considered to be in electronic storage. *See Steve Jackson Games, Inc. v. United States Secret Service*, 36 F.3d 457 (5th Cir. 1994). Electronic communications that are opened and stored separately from the provider are considered to be in post-transmission storage, not electronic storage. *See Fraser v. Nationwide Mut. Ins. Co.*, 352 F.3d 107 (3d Cir. 2004).

ELECTRONIC
COMMUNICATIONS
SYSTEM

“Electronic communications system” means any wire, radio, electromagnetic, photooptical or photoelectronic facilities for the transmission of wire or electronic communications, and any computer facilities or related electronic equipment for the electronic storage of such communications. *18 U.S.C. 2510(14)*

ELECTRONIC
COMMUNICATION
SERVICE

“Electronic communication service” means any service which provides to users thereof the ability to send or receive wire or electronic communications. *18 U.S.C. 2510(15)*

AUTHENTICATION OF
ELECTRONIC
COMMUNICATIONS

A digital signature may be used to authenticate a written electronic communication sent to the District if it complies with rules adopted by the Board. Before adopting the rules, the Board shall consider the rules adopted by the Department of Information Resources (DIR) and, to the extent possible and practicable, shall make the Board’s rules consistent with DIR rules. *Gov’t Code 2054.060; 1 TAC 203*

Crockett County Consolidated Common School District
 March 1, 2012 through May 31, 2012
 Schedule of Securities Pledged by Crockett National Bank

Acct Name	Acct No	Statement Bal	DDA	Interest Bearing	ISS	FDIC
Local Maintenance		\$11,515,360.60		\$11,515,360.60		
General Operating		\$14,792.93		\$14,792.93		
Computer Clearing		\$105,610.67		\$105,610.67		
Calesteria Plan (HSAs)		\$15,267.72		\$15,267.72		
Workers Comp		\$2.77		\$2.77		
Food Service		\$12,054.56		\$12,054.56		
Investment Centers of America		\$0.00		\$0.00		
Student Activity Acct		\$54,845.35		\$54,845.35		\$250,000.00
Interest & Sinking		\$846,078.90		\$846,078.90		\$0.00
Construction		\$0.00		\$0.00		\$0.00
CDs		\$0.00		\$0.00		\$0.00
Computer Clearing		\$105,610.67		\$105,610.67		\$0.00
Payroll		\$146,610.56		\$146,610.56		\$0.00
Totals		\$12,816,234.73	\$0.00	\$11,970,155.83	\$846,078.90	\$250,000.00

1. Total FDIC Coverage From Above \$250,000.00
2. Total Value of Securities Pledged From Below \$24,948,474.70
3. Total Security on Funds (1+2) \$25,198,474.70
4. Less: Total Highest Cash Balance \$12,816,234.73
5. 110% of Highest Cash Balance \$14,097,858.20
5. Net Excess/Shortage: Funds Security (3-4) \$11,100,616.50

Security	Maturity	Coupon	Par Value	Market Value	Rec Dated	Cusip Number
313384VB2	4/2/2012		\$420,000.00	\$419,928.60		
313384VB2	4/2/2012		\$3,900,000.00	\$3,899,961.00		
313384VB2	4/2/2012		\$2,150,000.00	\$2,149,878.50		
313384VNB	4/3/2012		\$3,980,000.00	\$3,979,880.60		
313384VD5	06/19/12		\$6,300,000.00	\$6,299,244.00		
313384VP8	6/25/2012		\$1,900,000.00	\$1,899,734.00		
313384VD5	6/15/2012		\$6,300,000.00	\$6,299,748.00		
FHLB Letter of Credit						
Totals			\$24,950,000.00	\$24,948,474.70		

This report is prepared for Crockett County Consolidated Common School District (the District) in accordance with Chapter 2256 of the Public Funds Investment Act (PFIA), Section 2256.023(9) of the PFIA states that "Not less than quarterly, the Investment officer shall prepare and submit to the governing body of the entity a written report of the Investment transactions for all funds covered by this chapter for the preceding reporting period." This report which covers the month ended March 1, 2012 through May 31, 2012, is signed by the District's Investment officer and includes the disclosures required in the PFIA. Market prices, where required, were obtained from independent pricing sources.

The investment portfolio was compiled with the PFIA and the District's approved Investment Policy and Strategy throughout the month. All investment transactions made in the District's portfolio during this month were made on behalf of the District and were made in full compliance with the PFIA and the District's approved Investment Policy.

Investment Officer Signature 

Date 6/1/12

Investment Officer Signature _____

Date _____

Education Service Center Contract Summary 2012-2013
Crockett County CCSD

Contract Description	Cost Factor	Units	Fund 199 Total for 2012-2013	Fund 199 Total from 2011-2012
CSCOPE Curriculum Cooperative	\$3600 plus \$8.50 / ADA	693	\$ 9,486.96	\$ 7,681.29
CTE / Perkins Shared Services Arrangement	Perkins Allocation to ESC XV		\$ -	\$ -
DMAC Support Contract	\$1200 Plus \$0.65 /Enrollment	770	\$ 2,200.50	\$ 2,304.80
DMAC - Component Subscriptions	Fee per Module / Campus		\$ 8,250.00	\$ 8,750.00
Data Processing Cooperative	\$12,200 Base Plus \$14.50 / Enrollment	770	\$ 23,365.00	\$ 22,973.00
Destiny Resources Cooperative (Library dB)	\$150 Base Plus \$633 / Campus	3	\$ 2,016.00	\$ 2,016.00
Discovery Education (Streaming Video)	\$2.50 / ADA	693	\$ 1,732.50	\$ 1,730.00
Distance Learning Coop	\$2500 / District	1	\$ 2,500.00	\$ 2,500.00
Financial & Organizational Review and Compliance (FOR-C)	\$800 for 9% Districts	1	\$ 800.00	\$ 800.00
Gifted & Talented Cooperative	\$1500 Base Plus \$10 / Enrolled GT	30	\$ 1,800.00	\$ 1,820.00
Instructional Services Cooperative	\$5000 Base Plus \$3.00 / ADA	693	\$ 7,079.00	\$ 7,076.00
Library Services Cooperative	\$2000 / District	1	\$ 2,000.00	\$ 2,000.00
LightSpeed Filtering Services	\$4.90 / Machine	700	\$ 3,430.00	\$ 3,430.00
Network Services (20Mbps Bandwidth)	\$725 Plus \$7.00 / ADA PLUS \$3600 (20Mbps)	693	\$ 9,176.00	\$ 5,569.00
Title I Part C Migrant Shared Services Arrangement	100% of Allocation to ESC XV	1	\$ -	\$ -
Title I Part A 9% Contract	9% of Title I Allocation to ESC	1	\$ -	\$ -
Title II Part A Local Contract Services	18% of Title II Allocation to ESC	1	\$ -	\$ -
Title II Part A Shared Services Arrangement	100% Max. Ent. Allocation to ESC XV	1	\$ -	\$ -
Title III ESL / Bilingual Support /Shared Services Arrangement	100% Max. Ent. Allocation to ESC XV	1	\$ -	\$ -
TxEIS Hosting	\$3000 / District in Enrollment Class	1	\$ 3,000.00	\$ 3,000.00
			<u>\$ 76,835.96</u>	<u>\$ 71,650.09</u>

BOARD RESOLUTION

of

Crockett County Consolidated CSO
(Name of District)

Supplemental Employee Benefits Program under the Interlocal Cooperation Act

WHEREAS, the above-named Independent School District ("District") sponsors or makes available supplemental employee benefits for its employees; and

WHEREAS, District is either an initial party or a subsequent additional party to the Interlocal Agreement, dated August 27, 2007, for supplemental employee benefits ("Original Agreement") initially administered by the Texas Association of School Boards, Inc., and now administered by its subsidiary, First Public, LLC; and

WHEREAS, the District has considered the proposed Amended and Restated Interlocal Agreement, which creates an administrative agency under the Interlocal Cooperation Act (Texas Government Code, Chapter 791) and provides for the formation of a governing board; and

WHEREAS, the Board of Trustees of the above-named District has determined that it is in the best interest of the District to continue its participation in the supplemental employee benefits program as amended and restated, finding that the program enables the District to achieve efficiencies in the discharge of its personnel functions by joining with other local governmental entities to achieve a common purpose;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Board of Trustees hereby adopts the Amended and Restated Interlocal Agreement ("Agreement") as presented.
2. The Board authorizes the Superintendent, or the Superintendent's designee, to take any and all necessary and appropriate action to execute and carry out the Agreement, including entering into agreements with providers or vendors that are authorized under the Agreement.

PASSED AND ADOPTED at a meeting of the Board as of the following date:

June 20, 2012

Ray Don Myers
President, Board of Trustees

ATTEST:

absent

Secretary, Board of Trustees

To: TASB Supplemental Employee Benefits Participants
From: Chris Szaniszlo, TASB Associate Executive Director
Re: Important Amendment to the TASB Supplemental Employee Benefits Program

Dear Participant:

You are receiving this notice because your entity has signed the Interlocal Agreement for Supplemental Employee Benefits (also known as the TASB Supplemental Employee Benefits Program) and therefore are a party to such agreement. The program offers a number of supplemental employee benefit plans for school district employees and their family members (i.e., group life, group long-term disability, and Section 125 cafeteria plan administration). The program is organized under the Texas Interlocal Cooperation Act, and districts participate in the program by joining the interlocal agreement as a party.

The Texas Association of School Boards, Inc. (TASB) served as the initial administrator of the program and, in April of 2011, assigned the administrator role to First Public, LLC. First Public is a wholly owned subsidiary of TASB and is licensed with the Texas Department of Insurance.

As outlined in the interlocal agreement, the administrator conducts the competitive procurement to select the plan providers on behalf of the participating districts so that districts are not required to procure them on their own. The provider evaluation and selection process is performed with the assistance of representatives from three participating districts; however, the interlocal agreement grants the administrator with final selection authority.

Over the past few years, TASB has evaluated the governance structure of the separate entities and programs it administers in order to further strengthen and honor their independent status. One outcome of this evaluation is that TASB believes it would be beneficial to the participants of the Supplemental Employee Benefits interlocal agreement to create an administrative agency that includes a governing board. This governance structure is similar to the four other administrative agencies TASB helped create under the Texas Interlocal Cooperation Act (Lone Star Investment Pool, TASB Risk Management Fund, TASB Energy Cooperative, and The Local Government Purchasing Cooperative). TASB believes this will enable the participants of the Supplemental Employee Benefits Program to have a more active, flexible, and responsive form of self-governance than currently exists.

As a result, TASB recommends the following changes be made to the Supplemental Employee Benefits interlocal agreement:

- create an administrative agency;

AMENDED AND RESTATED INTERLOCAL AGREEMENT
Supplemental Employee Benefits

Execution/Signature Page for Current Party

WHEREFORE, the undersigned party to the Original Agreement, acting through its duly authorized representative, accepts this Amended and Restated Interlocal Agreement, without any change or alteration thereto, and agrees that this Amended and Restated Interlocal Agreement will supersede the Original Agreement in its entirety once the administrator of the Original Agreement certifies that said agreement was adopted by a majority of the parties and provides notice of its effective date. Unless and until this certification is made by the administrator, the Original Agreement will continue to be in full force and effect.

By: _____ (Date)

(Signature)

(Printed name)

(Title)

Governmental Entity: _____

MENARD SPECIAL EDUCATION COOPERATIVE
SPECIAL EDUCATION
SHARED SERVICES ARRANGEMENT AGREEMENT

BRONTE INDEPENDENT SCHOOL DISTRICT, CROCKETT COUNTY CONSOLIDATED COMMON SCHOOL DISTRICT, IRION COUNTY INDEPENDENT SCHOOL DISTRICT, JUNCTION INDEPENDENT SCHOOL DISTRICT, MENARD INDEPENDENT SCHOOL DISTRICT, ROCKSPRINGS INDEPENDENT SCHOOL DISTRICT, AND SCHLEICHER COUNTY INDEPENDENT SCHOOL DISTRICT ("member districts"), hereby agree to cooperatively operate their special education programs under the authority of Education Code Section 29.007 and Texas Government Code Section 791.001 et seq., as the MENARD SPECIAL EDUCATION COOPERATIVE Educational Services Shared Services Arrangement ("the Shared Services Arrangement" or "SSA"). Member districts agree that:

1. General Covenants and Provisions

1.1 The purpose of this Agreement is to create a cooperative arrangement whereby the member districts may provide for the efficient delivery of legally required special education and related services to eligible students with disabilities.

1.2 The member districts do not intend by entering this agreement, or otherwise, to create a separate or additional legal entity.

1.3 The SSA's administrative offices will be located in Menard, Texas.

1.4 The special education program will be operated in compliance with federal and state law, including the Individuals with Disabilities Education Act, 20 U.S.C. § 1401 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794; the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.; Chapter 29 of the Texas Education Code; implementing regulations for all applicable statutes; section 1.3 of the *Financial Accounting and Reporting Module of the Financial Accountability System Resource Guide (FASRG)* and the Menard SSA operating guidelines, if any.

1.5 Any SSA policies or operating guidelines inconsistent with the provisions contained herein shall be deemed null and void.

1.6 Each Member District retains the responsibility for providing services and programs pursuant to Section 504 of the Rehabilitation Act. Notwithstanding, the SSA will comply with Section 504 of the Rehabilitation Act as indicated in Section 1.4.

1.7 Any timelines and procedures referenced herein regarding reconfiguration of the SSA shall be consistent with TEA's Division of IDEA Coordination.

2. Management

2.1 The SSA will be governed by a Management Board (the "SSA Board") composed of the superintendents or their designee of the Member Districts as the representatives of the boards of trustees of the Member Districts. Each superintendent or superintendent's designee shall attend the regularly scheduled SSA Board meetings. Superintendents shall keep their respective Member District Boards advised of SSA Board actions.

2.2 The superintendent of the Fiscal Agent, as designated in 4.1, will serve as chairperson of the SSA Board. The SAA Board will elect a secretary for the SSA Board. The secretary or designee will record, prepare and maintain minutes of each SSA Board meeting. The SSA Board may from time to time elect a chairperson from the Fiscal Agent and designate a secretary, who may or may not be a member of the SSA Board.

2.3 Accept as otherwise provided herein, actions shall require the approval of a majority of the SSA Board.

2.4 The SSA Board shall designate its meeting dates for conducting and reviewing the administration and operation of the shared services arrangement.

2.5 The Director, as set forth in 3.1, on behalf of the SSA Board may purchase goods and services necessary to administer and operate the SSA consistent with the adopted budget.

2.6 The SSA Board may adopt policies, procedures and guidelines for the SSA's operation. Additional powers and duties, if any, of the SSA Board shall be determined by SSA policy.

2.7 The SSA Board may by a majority vote of its membership, recommend revocation of the membership of a Member District for non-compliance with the terms of the Agreement, for non-compliance with the policies and procedures of the SSA, or for non-compliance with the terms and conditions of any written Agreement between the SSA and the Member District in question. Disposition of property shall be governed by

Section 5.5. All TEA timelines and requirements shall apply to any reconfiguration unless the Agency waives the timelines in writing and submits to the Fiscal Agent the written Agency waiver. It is further agreed and understood that a Member District's membership in the SSA may be revoked in the event the Member District remains under TEA conservatorship or any other TEA oversight for a period exceeding 12 months at any time subsequent to becoming a member of the SSA. The SSA Board shall submit its recommendation to revoke the membership of the Member District to the Member Districts' Board of Trustees for final approval by each Board of Trustees. The Board of Trustees of the Member District being recommended for revocation shall have no vote in such proceeding. Revocation will be subject to the approval of all Member Districts with the exception of the Member District being recommended for revocation.

2.8 The SSA Board may exercise any other powers to effectuate the SSA's purposes, provided those powers are consistent with applicable state and federal laws, regulations, rules and guidelines and this contract.

3. Personnel

3.1 The chief administrator of the SSA will be the Special Education Director ("Director" or "SSA Director"), who will be recommended for employment to the board of trustees of the Fiscal Agent District by the SSA Board. The Director shall serve under a contract with the Fiscal Agent District and be subject to the personnel policies of the Fiscal Agent District including any policies specific to SSA personnel. Administrative decisions regarding daily operations of the instructional program and approved budgeted expenditures consistent with SSA operating guidelines are within the authority of the Director. Other SSA Director responsibilities include: (a) recommendation of operating guidelines for the SSA; (b) recruitment, interviewing and recommendation of employment of SSA personnel to the Fiscal Agent Board, as needed to ensure that the SSA is staffed with qualified personnel; (c) purchasing of materials, approval of bills, overseeing disbursements and keeping records of all transactions and (d) supervising, evaluating and recommending employment status of other SSA personnel. SSA Board operating guidelines will determine the extent of the administrative authority and contractual power of the Director.

3.2 SSA personnel, which may include the Director, LSSPs, Speech Pathologists, counselors, educational diagnosticians, occupational therapists, Certified Occupational Therapist Assistants, secretaries, PEIMS and administrative assistants are employed by the Fiscal Agent and are subject to the personnel policies of the Fiscal Agent and any policies of the Fiscal Agent specific to the SSA including but not limited to all policies governing contracts, at-will employment, standards of conduct, leave and other benefits specific to SSA personnel. All personnel of the Member Districts

delivering special education services are subject to SSA operating guidelines. The Fiscal Agent may consider recommendations from the SSA Board when employing SSA personnel, but retains final hiring and termination authority regarding employment of SSA personnel. In the event a member district elects to hire personnel to provide special education services, in lieu of that provided by the SSA, then the member district will be solely responsible for any and all costs related to that member district's employee. It is further agreed and understood that the SSA director, after consultation with the superintendent at the district where personnel may be assigned, has the sole discretion to assign SSA personnel, as outlined herein, to a member district or campus as she determines is necessary to fulfill the responsibilities of the SSA to all member districts.

3.3 The SSA reserves the right to adopt an annual salary schedule for SSA personnel that, as set forth in Section 3.3, will supersede any salary schedule adopted by the Fiscal Agent as agreed to by the Fiscal Agent. Should said right be exercised, the Fiscal Agent shall adopt the SSA salary schedule for the employment of itinerant and/or SSA personnel. Such option shall be exercised no later than thirty (30) days prior to the date on which the Fiscal Agent adopts its salary schedule. The Fiscal Agent shall adopt its salary schedule prior to the 45th day before the first instructional day of the succeeding school year.

3.4 Member District employment contracts subject to this Agreement shall incorporate by reference SSA policies and each Member District employee shall be provided with access to SSA policies.

3.5 Except as otherwise provided herein, any hearing on an employee grievance, termination, or nonrenewal is the responsibility of, and will be held in accordance with the policies of the District with whom the employee has a contract or employment relationship.

3.6 SSA personnel shall be evaluated pursuant to the evaluation policies and procedures of the SSA and conducted by the SSA Director. However, each Member District shall have the right to provide appropriate input into the evaluation process concerning SSA personnel performance of duties related to each Member District.

3.7 SSA personnel who have a complaint related to working conditions at a particular campus must first file a complaint with the SSA Director. The Director will review the complaint and the relief requested to determine whether the complaint should proceed through the policy and complaint channels of the Fiscal Agent. All complaints that pertain to SSA personnel employment status or evaluation must be brought through the policy and complaint channels of the Fiscal Agent.

3.8 SSA personnel will be assigned by the Director according to the number and needs of eligible special education students served by the SSA.

4. Fiscal Agent

4.1 MENARD INDEPENDENT SCHOOL DISTRICT will serve as the Fiscal Agent for the SSA. MENARD INDEPENDENT SCHOOL DISTRICT acknowledges that it is an accredited Texas school district and that it offers grades pre-kindergarten through 12.

4.2 Except as otherwise provided herein, the Fiscal Agent is responsible for applying for, receiving, collecting, expending, and distributing all funds, regardless of source, in accordance with the budget adopted by the SSA Board. The Fiscal Agent shall provide accounting services, reports, SSA records, suitable facilities for special education administrative and support staff, and shall perform any other responsibilities required by SSA policies. It is agreed and understood that the Fiscal Agent assumes no responsibility for a Member District's failure to maintain its effort. The Fiscal Agent will follow TEA procedures with regard to the American Recovery and Re-Investment Act of 2009 (hereinafter "ARRA"), including but not limited to, monitoring and reporting expenditures. Any claims regarding the mis-application of such funds received pursuant to ARRA shall be the responsibility of the Member District for which such funds were intended or assigned by TEA. The Fiscal Agent will utilize an acceptable cost allocation method consistent with the *Financial Accountability System Resource Guide (FASRG)* Section 1.3, 1.4, Basis for Allocation of Costs of the Fiscal Agent).

4.3 The Fiscal Agent will account for salaries and expenses of SSA as listed in Section 3.3 for personnel, itinerant personnel and SSA office staff. Except as otherwise provided herein, the Fiscal Agent will account for SSA operating expenses; IDEA, Part B funds; and local/state funds. The Fiscal Agent will maintain personnel records and payroll systems for SSA personnel set forth herein and SSA office staff.

The Fiscal Agent will follow TEA procedures and guidelines with regard to funds received pursuant to the ARRA.

4.4 The Fiscal Agent will prepare and submit, on behalf of the SSA or member districts, any reports or applications required by federal or state law or SSA operating guidelines as needed for the provision of special education services, herein.

4.5 The Director, on behalf of the Fiscal Agent, may negotiate contracts with outside service providers for special education and related services for students with disabilities in accordance with law and SSA policies. The Fiscal Agent shall request

compliance with the Americans with Disabilities Act and Family Educational Rights and Privacy Act by each service provider.

4.6 The Fiscal Agent must notify other Member Districts of any intention to withdraw as Fiscal Agent of the SSA at least one full fiscal year preceding the end of the last fiscal year it intends to serve as Fiscal Agent. It is agreed and understood that the withdrawing Fiscal Agent will notify TEA of its intent to withdraw as Fiscal Agent on or before February 1st preceding the end of the last fiscal year it intends to serve as Fiscal Agent. After a satisfactory independent audit of the SSA's accounts, the transfer of Fiscal Agent status will become effective July 1. The SSA Board may agree to waive the timelines pertaining to notification of other Member Districts. It is agreed and understood that any TEA requirements and timelines shall apply.

4.7 Should the Fiscal Agent cease for any reason to serve, the SSA Board will by majority vote appoint another Member District as Fiscal Agent. However, a Member District may only serve as Fiscal Agent upon receipt of specific approval by the Member District's Board of Trustees.

4.8 The Fiscal Agent will be responsible for reporting to internal and external entities, including fiscal reporting through the PEIMS 032 or 033 records, whichever is applicable according to TEA Guidelines.

4.9 The fiscal agent must annually submit the PEIMS record (033 Record) that reports expenditures by the fiscal agent that were made on behalf of the member LEAs.

5. Member Districts' General Obligations

5.1 Each Member District acknowledges federal funds received from the State flow directly to the Fiscal Agent. Member Districts agree that any other funds assessed under SSA policies or other legal requirement will be remitted within sixty (60) calendar days from the date the invoice is received.

5.2 Each member district shall pool its 25% IDEA Part-B formula funds ("set-aside" funds) with the set-aside funds of all other member districts, to be applied for payment of residential costs associated with the residential placement of any student residing within a member district of the SSA.

The Director will comply with the procedures of 19 T.A.C. § 89.61 when contracting for educational placements for a student served by a member district.

Additionally, the member district of residence of a residentially-placed student shall apply its local tax share per average daily attendance for payment of residential costs of such student, as per 19 T.A.C. § 89.61(b)(2)(B).

Any calculations regarding each member district's contribution to the residential placement will be in accordance with applicable Texas Education Agency (TEA) guidelines.

5.3 Each member district agrees to cooperate with the Fiscal Agent in maintaining the proper fiscal, personnel, and student records for the SSA operations and to ensure that employees, providing special education services, comply with the law as referenced herein.

5.4 Unless otherwise provided herein, title to and ownership of all personal property acquired, purchased, encumbered, or committed to by the SSA with SSA funds, whether through purchase, lease, time payment, or any other acquisition Agreement, regardless of whether the source of such SSA funds was from local, state, federal, or private sources, is the property of the SSA, and not that of individual Member Districts. All personal property individually purchased with Member District funds or otherwise acquired by individual Member Districts from local resources shall remain that Member District's property, regardless of its use by the SSA for SSA educational services. Agreements pertaining to the title to, ownership or purchase of real property are not governed by the terms of the SSA Agreement. Any such Agreements related to real estate are subject to the laws governing property in the state of Texas.

5.5 A Member District may withdraw from the SSA by providing the other Member Districts with written notice of its proposed action at least 30 calendar days on or before the February 1st preceding the end of the school year which the Member District intends to be its final year in the SSA. Upon receipt, the SSA's Fiscal Agent shall submit such written notice-of-intent-to-withdraw to the Texas Education Agency prior to February 1st, as required. The withdrawing Member District is responsible for ensuring that all TEA requirements for effectuating a withdrawal are met, including providing the requisite notice of intent to withdraw. Upon delivery of such notice, the member's withdrawal from the SSA shall be effective on the following June 30th, at the end of the SSA's fiscal year. The withdrawing Member District shall return to the SSA any supplies, equipment, or fixtures in its possession that were purchased with SSA funds, prior to or by the effective June 30th final day of the withdrawing member's participation in the SSA. The Member School Districts further agree that any fund balance, including roll forward monies, remaining in the SSA's operating fund as of the June 30th date set forth above, shall remain with the SSA. It is agreed and understood that the withdrawing Member District shall pay all costs and fees related to, resulting from, or associated with the withdrawal, including, but not limited to, legal costs, and

legal fees. Drafting a new SSA is not a cost or fee related to or resulting from, or associated with the withdrawal. Agreements pertaining to real property shall supersede any provisions herein.

5.6 Repayments to the Texas Education Agency due to a violation of federal rules governing the use of funds in accordance with grant provisions, including Maintenance of Effort ("MOE") shall be the responsibility of the Member District that violated the federal requirement. In the event the Fiscal Agent is required by TEA to submit reimbursement related to a federal grant application violation, the Member District agrees to submit payment to the Fiscal Agent in the amount equal to the repayment due TEA. Upon receipt of the payment, the Fiscal Agent will submit to TEA the amount of repayment due.

5.7 If a School District requests to become a Member District of the SSA, such must be approved by a majority of the SSA Board for recommendation by the entire SSA Board and subsequently approved by each Member Districts' Boards of Trustees. It is agreed and understood that any District seeking to join the SSA may be assessed a fee to be determined by the SSA Board prior to obtaining membership. It is further agreed that the SSA Board may impose additional requirements or limitations of membership on any District as a condition of membership and may further require that the District seeking membership enter into a separate Agreement for the purposes of outlining the terms and conditions effecting their membership in the SSA. A District seeking to join the SSA must submit a written request to be considered to the SSA Board on or before November 1st of the school year preceding the fiscal year in which the District seeks to join unless the SSA Board determines otherwise. It is agreed and understood that in order for a District to join, it must comply with all TEA timelines and must notify TEA on or before February 1st of the school year preceding the beginning of the next school year that it intends to become a member, unless the Texas Education has waived the TEA timelines in writing and has submitted to the Fiscal Agent a written TEA waiver of compliance with TEA timelines for reconfiguration. It is agreed and understood that any District seeking to become a Member District, remains solely responsible for any state compliance issues, federal compliance issues, legal disputes, lawsuits arising under any state or federal law, or administrative hearings which arose, were initiated, or existed prior to the effective date of the reconfiguration. Once approved as a Member District, any legal issues related to the new Member District, the basis of which occurs subsequent to the effective date of reconfiguration, will be addressed pursuant to Section 10 herein.

5.8 Member Districts agree to ensure that personnel providing special education instruction maintain proper certification consistent with state and federal law.

5.9 Each Member District will operate a special education program in compliance with state and federal law and regulations.

5.10 Each Member District agrees that personnel are subject to the directives from the SSA Director and legal counsel involving federal or state legal disputes, including but not limited to special education due process hearings, IDEA claims filed in a court of competent jurisdiction, TEA complaints and OCR complaints. Should a legal dispute arise related to IDEA compliance, each Member District agrees that personnel are subject to the directives from the SSA director and legal counsel involving federal or state legal disputes as set forth above.

5.11 It is agreed that the Management Board will determine, as applicable, a schedule for reporting member LEA expenditures to the fiscal agent, if any.

6. Fiscal Practices

6.1 The SSA will operate on a budget prepared, annually, by the Director and approved by the SSA Board and Member District Boards of Trustees as part of the respective Member Districts' overall budget approval process. Any Member District exceeding budget allocations without the proper budget amendments will be solely responsible for those expenditures which exceed the budget allocations. The budget referenced herein shall be prepared consistent with Texas Education Agency (TEA) guidelines. It is further agreed that the SSA will comply with the financial accountability system resource guide as required by the TEA.

6.2 Except as provided by herein, administrative and uncontrollable costs will be allocated among Member Districts as determined by the SSA Board based on a ratio that compares the total special education enrollment of each Member District to the total SSA special education enrollment, based on the PEIMS Snapshot enrollment report submitted to the Texas Education Agency.

6.3 The SSA's accounts will be audited annually by the independent auditor for the Fiscal Agent at SSA expense.

6.4 SSA expenditures for related services, materials, special equipment and assistive technology devices will be provided for Member Districts from SSA funds according to the individual needs of eligible special education students as identified and approved by ARD Committees. If significant (\$10,000 or more) funds are needed for an individual student, the Special Education Director of the SSA must be notified prior to any ARD meeting and given an opportunity to be involved in the ARD Committee process.

7. Dissolution

7.1 Dissolution of this Agreement shall require the affirmative vote of a majority of the Member Districts. The Fiscal Agent will provide timely notice to TEA of the intent to dissolve. Upon dissolution, the SSA's funds and any other remaining assets, after any charges and liabilities, will be divided among the Member Districts, prorated in the same manner as administrative costs as provided by Section 6.2. TEA timelines and requirements apply to the reconfiguration. The Fiscal Agent shall submit a notice of intent to dissolve to TEA by February 1st preceding the end of the fiscal year that the SSA intends to be its final year as a SSA.

7.2 Agreements pertaining to purchase of real property shall supersede any provisions herein.

8. Risk of Loss

8.1 Except as otherwise provided herein, each member district bears its own risk of loss. "Loss" includes, but is not limited to, damage to or loss of personal or real property, costs of administrative hearings, litigation expenses, awards of actual damages, court costs, attorneys fees, and settlement costs.

8.2 Each member district will insure its owned or leased vehicles used in the transportation of students with disabilities for the statutory maximum limits of school district liability for motor vehicle accidents.

9. Transportation

9.1 Each member district bears responsibility for providing or contracting for the transportation of each of its transportation-eligible students to each facility at which services are provided.

10. Legal Responsibilities

10.1 The Member District wherein the student resides shall be solely responsible for the provision of a FAPE.

10.2 The SSA will conduct evaluations of students, as determined necessary by an Admission, Review and Dismissal (ARD) Committee, for whom parents have

consented to a full and individual initial evaluation or re-evaluation. Should it be necessary to request a due process hearing to override the lack of parental consent, such shall be the responsibility of the District wherein the student resides.

10.3 Except as otherwise provided herein, the Member District wherein the student resides is responsible for legal fees incurred due to Texas Education Agency (TEA) complaints, Office of Civil Rights (OCR) complaints and grievances directly involving that student. It is further agreed that the Member District wherein the student resides is responsible for legal costs, court costs and attorney's fees, resulting from litigation directly involving that student, including but not limited to, due process complaints.

10.4 Except as otherwise provided herein, if the SSA is a named party in a lawsuit filed against the SSA in state or Federal Court, and such lawsuit is based on a State or Federal Law other than the IDEA, then each Member District will be responsible for a prorated amount based on the formula set forth in Section 6.2 herein.

10.5 If the SSA or its Fiscal Agent is named as a party (in addition to the Member District wherein the student resides) in a Due Process Hearing or legal proceeding in state or federal court (brought pursuant to the IDEA or Section 504) involving a special education student receiving services from a Member District, then such costs shall be allocated among the Member Districts based upon a proportionate amount determined by a ratio that compares the total special education enrollment of each Member District to the total SSA special education enrollment, based on the most recent PEIMS snapshot date as of the time the litigation was filed. These costs are limited to reasonable and necessary legal fees incurred by the SSA or its Fiscal Agent which are required for the legal defense of the SSA or its Fiscal Agent, in their respective roles as the SSA or Fiscal Agent. The Fiscal Agent, as a Member District, is subject to 10.1 and 10.3 regarding litigation involving students that reside in the Fiscal Agent Member District.

10.6 Each Member District shall be responsible for legal fees incurred due to complaints, grievances, or litigation arising from an employee with whom the District has a contract or with whom the District has an employment relationship.

10.7 The legal responsibilities stated herein shall survive the expiration of this contract should litigation arise from events that occurred during the term of the contract.

10.8 The Member Districts of this Shared Services Arrangement contract agree to negotiate in good faith, in an effort to resolve any dispute, related to the contract, that may arise from the Member Districts. If the dispute cannot be resolved by negotiations, the dispute shall be submitted to mediation before resort to litigation. If the need for

mediation arises a mutually acceptable mediator shall be chosen by the parties to the dispute who shall share the cost of mediation services based upon an equal split between the Member Districts. Mediation is a voluntary dispute resolution process in which the parties to the dispute meet with an impartial person, called a mediator, who will help to resolve the dispute informally and confidentially. Mediators facilitate the resolution of disputes but cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding.

10.9 Any Member District that independently elects to contract with a nonpublic school when appropriate services (as determined by an ARD Committee) are available at the Member District or from the SSA, will be responsible for the entire cost of the placement.

11. The Agreement

11.1 This Agreement will be automatically renewed by each Member District annually unless notice of withdrawal or dissolution is given under the terms of this Agreement.

11.2 This Agreement will supersede all previous Agreements among the parties in relation to the operation of the Menard County SSA and responsibilities under any prior Cooperative Agreement.

11.3 This Agreement will apply to and bind the representatives and successors in interest of the parties to this Agreement.

11.4 This Agreement is governed by the laws of the State of Texas.

11.5 If any provision of this Agreement becomes or is held violative of any law or unenforceable, then the invalidity of that provision will not invalidate the remaining provisions. The Member Districts agree that all remaining provisions of this Agreement will remain in effect.

11.6 Citations of and references to any specific federal or state statute or administrative regulation in this Agreement include any amendment to or successor of that statute or regulation.

11.7 The effectiveness of this Agreement is conditioned upon the approval of the Texas Commissioner of Education, pursuant to Education Code § 29.007.

11.8 It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

11.9 It is agreed and understood that the terms of this Agreement shall not be modified absent written Agreement of all parties. Any modifications agreed to by all Member District Boards of Trustees shall be submitted to the TEA's Division of IDEA Coordination within 90 calendar days of that amendment.

Executed this _____ day of _____, 2012.
(FOR USE BY LAW FIRM)

**SIGNATURE PAGE
DISTRICT BOARD PRESIDENTS**

BRONTE INDEPENDENT SCHOOL DISTRICT

BY: _____
Board President

Date: _____

CROCKETT COUNTY CONSOLIDATED COMMON SCHOOL DISTRICT

BY: Ray Don Myer
Board President

Date: 6-27-12

IRION COUNTY INDEPENDENT SCHOOL DISTRICT

BY: _____
Board President

Date: _____

JUNCTION INDEPENDENT SCHOOL DISTRICT

BY: _____
Board President

Date: _____

MENARD INDEPENDENT SCHOOL DISTRICT

BY: _____
Board President

Date: _____

ROCKSPRINGS INDEPENDENT SCHOOL DISTRICT

BY: _____
Board President

Date: _____

SCHLEICHER COUNTY INDEPENDENT SCHOOL DISTRICT

BY: _____
Board President

Date: _____

EQUAL EDUCATIONAL OPPORTUNITY

FB
(LOCAL)

PROPOSED REVISIONS

**TITLE IX
COORDINATOR**

The District designates the following person to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended:

Name: Chris duBois
Position: Superintendent
Address: 797 Avenue D, Ozona, TX 76943
Telephone: (325) 392-5501

**ADA / SECTION 504
COORDINATOR**

Reports of discrimination based on disability may be directed to the ADA/Section 504 coordinator. The District designates the following person to coordinate its efforts to comply with Title II of the Americans with Disabilities Act of 1990, as amended, which incorporates and expands upon the requirements of Section 504 of the Rehabilitation Act of 1973, as amended:

Name: ~~Kim Wilson~~ Amanda Jackson
Position: ~~Federal and Special Programs Director~~ Elementary School Principal
Address: 797 Avenue D, Ozona, TX 76943
Telephone: (325) 392-5501

SUPERINTENDENT

The Superintendent shall serve as coordinator for purposes of District compliance with all other antidiscrimination laws.

COMPLAINTS

Allegations of unlawful discrimination, prohibited harassment, including sexual harassment, or retaliation shall be made according to FFH(LOCAL).

**RECORDS
RETENTION**

Copies of reports alleging discrimination, prohibited harassment, including sexual harassment, and retaliation; investigation reports; and related records shall be maintained by the District for a period of at least three years. If the person alleged to have experienced discrimination, prohibited harassment, or retaliation was a minor, the records shall be maintained until the person reaches the age of 21.

**SECTION 504
COMMITTEE**

The Section 504 coordinator and members of the Section 504 committee shall receive training in the procedures and requirements for identifying and providing educational and related services to those students who have disabilities, but who are not in need of special education in accordance with the Individuals with Disabilities Education Act (IDEA). [See EHBA]

EQUAL EDUCATIONAL OPPORTUNITY

FB
(LOCAL)

	<p>The Section 504 committee shall be composed of at least two persons, including persons knowledgeable about the student, the meaning of the evaluation data, the placement options, and the legal requirements regarding least restrictive environment and comparable facilities for students with disabilities.</p>
REFERRALS	<p>A student may be referred by parents, teachers, counselors, administrators, or any other District employee for evaluation to determine if the student has disabilities and is in need of special instruction or services.</p>
PARENTAL CONSENT	<p>The Section 504 coordinator shall notify parents prior to any individual evaluation conducted to determine if their child has disabilities or to determine what educational or related services should be provided to the student. Parental consent shall be obtained before the initial student evaluation procedures for the identification, diagnosis, and prescription of specific education services.</p>
NOTICE TO PARENTS	<p>Parents shall be given written notice of the District's refusal to evaluate a student or to provide specific aids and services the parents have requested.</p>
PREPLACEMENT EVALUATION	<p>The results of the evaluation shall be considered before any action is taken to place a student with disabilities or make a significant change in placement in an instructional program. The evaluation shall include consideration of adaptive behavior. Adaptive behavior is the effectiveness with which the individual meets the standards of personal independence and social responsibility expected of his or her age and cultural group.</p>
IMPARTIAL HEARING	<p>Parents shall be given written notice of their due process right to an impartial hearing if they have a concern or complaint about the District's actions regarding the identification, evaluation, or educational placement of a student with disabilities. The impartial hearing shall be conducted by a person who is knowledgeable about the issues involved in Section 504 and who is not employed by the District or related to a member of the Board in a degree that would be prohibited under the nepotism statute [see DBE]. The impartial hearing officer is not required to be an attorney.</p>
STATE-MANDATED ASSESSMENTS	<p>Modifications in taking the state-mandated assessments may be made for a Section 504 student when the modifications have been determined not to destroy the validity of the test, are necessary for the student to take the test, are consistent with modifications provided the student in the classroom, and are approved by TEA. [See EKB]</p>

PROPOSED REVISIONS

LIAISON FOR
HOMELESS
STUDENTS

The District has designated the following staff person as the liaison for homeless students:

Name: Kim Wilson ~~Maria Perez~~
Position: Federal and Special Programs Director Home
Liaison
Address: 797 Avenue D, ~~4549 Avenue F~~, Ozona, TX 76943
Telephone: (325) 392-5501

PROPOSED REVISIONS (page 5)

Note: This policy addresses discrimination, harassment, and retaliation involving District students. For provisions regarding discrimination, harassment, and retaliation involving District employees, see DIA. For reporting requirements related to child abuse and neglect, see FFG. Note that FFH shall be used in conjunction with FFI (bullying) for certain prohibited conduct.

STATEMENT OF
NONDISCRIMINATION

The District prohibits discrimination, including harassment, against any student on the basis of race, color, religion, gender, national origin, disability, or any other basis prohibited by law. The District prohibits dating violence, as defined by this policy. Retaliation against anyone involved in the complaint process is a violation of District policy and is prohibited.

DISCRIMINATION

Discrimination against a student is defined as conduct directed at a student on the basis of race, color, religion, gender, national origin, disability, or on any other basis prohibited by law, that adversely affects the student.

PROHIBITED
HARASSMENT

Prohibited harassment of a student is defined as physical, verbal, or nonverbal conduct based on the student's race, color, religion, gender, national origin, disability, or any other basis prohibited by law that is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Prohibited harassment includes dating violence as defined by this policy.

EXAMPLES

Examples of prohibited harassment may include offensive or derogatory language directed at another person's religious beliefs or practices, accent, skin color, or need for accommodation; threatening, intimidating, or humiliating conduct; offensive jokes, name calling, slurs, or rumors; physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other negative stereotypes; or other kinds of aggressive conduct such as theft or damage to property.

STUDENT WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH
(LOCAL)

SEXUAL HARASSMENT
BY AN EMPLOYEE

Sexual harassment of a student by a District employee includes both welcome and unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

1. A District employee causes the student to believe that the student must submit to the conduct in order to participate in a school program or activity, or that the employee will make an educational decision based on whether or not the student submits to the conduct; or
2. The conduct is so severe, persistent, or pervasive that it:
 - a. Affects the student's ability to participate in or benefit from an educational program or activity, or otherwise adversely affects the student's educational opportunities; or
 - b. Creates an intimidating, threatening, hostile, or abusive educational environment.

Romantic or inappropriate social relationships between students and District employees are prohibited. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See DF]

BY OTHERS

Sexual harassment of a student, including harassment committed by another student, includes unwelcome sexual advances; requests for sexual favors; or sexually motivated physical, verbal, or nonverbal conduct when the conduct is so severe, persistent, or pervasive that it:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

EXAMPLES

Examples of sexual harassment of a student may include sexual advances; touching intimate body parts or coercing physical contact that is sexual in nature; jokes or conversations of a sexual nature; and other sexually motivated conduct, communications, or contact.

Necessary or permissible physical contact such as assisting a child by taking the child's hand, comforting a child with a hug, or other physical contact not reasonably construed as sexual in nature is not sexual harassment.

STUDENT WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH
(LOCAL)

GENDER-BASED
HARASSMENT

Gender-based harassment includes physical, verbal, or nonverbal conduct based on the student's gender, the student's expression of characteristics perceived as stereotypical for the student's gender, or the student's failure to conform to stereotypical notions of masculinity or femininity. For purposes of this policy, gender-based harassment is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

EXAMPLES

Examples of gender-based harassment directed against a student, regardless of the student's or the harasser's actual or perceived sexual orientation or gender identity, may include offensive jokes, name-calling, slurs, or rumors; physical aggression or assault; threatening or intimidating conduct; or other kinds of aggressive conduct such as theft or damage to property.

DATING VIOLENCE

Dating violence occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control the other person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense.

For purposes of this policy, dating violence is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

EXAMPLES

Examples of dating violence against a student may include physical or sexual assaults; name-calling; put-downs; or threats directed at the student, the student's family members, or members of the

STUDENT WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH
(LOCAL)

	<p>student's household. Additional examples may include destroying property belonging to the student, threatening to commit suicide or homicide if the student ends the relationship, attempting to isolate the student from friends and family, stalking, threatening a student's spouse or current dating partner, or encouraging others to engage in these behaviors.</p>
RETALIATION	<p>The District prohibits retaliation by a student or District employee against a student alleged to have experienced discrimination or harassment, including dating violence, or another student who, in good faith, makes a report of harassment or discrimination, serves as a witness, or participates in an investigation.</p>
EXAMPLES	<p>Examples of retaliation may include threats, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.</p>
FALSE CLAIM	<p>A student who intentionally makes a false claim, offers false statements, or refuses to cooperate with a District investigation regarding discrimination or harassment, including dating violence, shall be subject to appropriate disciplinary action.</p>
PROHIBITED CONDUCT	<p>In this policy, the term "prohibited conduct" includes discrimination, harassment, dating violence, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.</p>
REPORTING PROCEDURES	<p>Any student who believes that he or she has experienced prohibited conduct or believes that another student has experienced prohibited conduct should immediately report the alleged acts to a teacher, counselor, principal, other District employee, or the appropriate District official listed in this policy.</p>
STUDENT REPORT	
EMPLOYEE REPORT	<p>Any District employee who suspects or receives notice that a student or group of students has or may have experienced prohibited conduct shall immediately notify the appropriate District official listed in this policy and take any other steps required by this policy.</p>
DEFINITION OF DISTRICT OFFICIALS	<p>For the purposes of this policy, District officials are the Title IX coordinator, the ADA/Section 504 coordinator, and the Superintendent.</p>
TITLE IX COORDINATOR	<p>Reports of discrimination based on sex, including sexual harassment, may be directed to the Title IX coordinator. The District designates the following person to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended:</p>

STUDENT WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH
(LOCAL)

Name: Chris duBois
Position: Superintendent
Address: 797 Avenue D, Ozona, TX 76943
Telephone: (325) 392-5501

ADA/
SECTION 504
COORDINATOR

Reports of discrimination based on disability may be directed to the ADA/Section 504 coordinator. The District designates the following person to coordinate its efforts to comply with Title II of the Americans with Disabilities Act of 1990, as amended, which incorporates and expands upon the requirements of Section 504 of the Rehabilitation Act of 1973, as amended:

Name: ~~Kim Wilson~~ Amanda Jackson
Position: Federal and Special Programs Director Elementary School Principal
Address: 797 Avenue D, Ozona, TX 76943
Telephone: (325) 392-5501

SUPERINTENDENT

The Superintendent shall serve as coordinator for purposes of District compliance with all other antidiscrimination laws.

ALTERNATIVE
REPORTING
PROCEDURES

A student shall not be required to report prohibited conduct to the person alleged to have committed the conduct. Reports concerning prohibited conduct, including reports against the Title IX coordinator or ADA/Section 504 coordinator, may be directed to the Superintendent.

A report against the Superintendent may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.

TIMELY REPORTING

Reports of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to immediately report may impair the District's ability to investigate and address the prohibited conduct.

NOTICE TO PARENTS

The District official or designee shall promptly notify the parents of any student alleged to have experienced prohibited conduct by a District employee or another adult.

INVESTIGATION OF
THE REPORT

The District may request, but shall not require, a written report. If a report is made orally, the District official shall reduce the report to written form.

Upon receipt or notice of a report, the District official shall determine whether the allegations, if proven, would constitute prohibited

STUDENT WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH
(LOCAL)

conduct as defined by this policy. If so, the District official shall immediately authorize or undertake an investigation, regardless of whether a criminal or regulatory investigation regarding the same or similar allegations is pending. If not, the District official shall refer the complaint for consideration under FFI.

If an investigation is required in accordance with this policy, the District official shall also determine whether the allegations, if proven, would constitute bullying, as defined by FFI.

If appropriate, the District shall promptly take interim action calculated to address prohibited conduct or bullying during the course of an investigation.

The investigation may be conducted by the District official or a designee, such as the principal, or by a third party designated by the District, such as an attorney. When appropriate, the principal shall be involved in or informed of the investigation.

The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.

CONCLUDING THE
INVESTIGATION

Absent extenuating circumstances, the investigation should be completed within ten District business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation.

The investigator shall prepare a written report of the investigation. The report shall include a determination of whether prohibited conduct or bullying occurred. The report shall be filed with the District official overseeing the investigation.

DISTRICT ACTION
PROHIBITED
CONDUCT

If the results of an investigation indicate that prohibited conduct occurred, the District shall promptly respond by taking appropriate disciplinary action in accordance with the Student Code of Conduct and may take corrective action reasonably calculated to address the conduct.

CORRECTIVE
ACTION

Examples of corrective action may include a training program for those involved in the complaint, a comprehensive education program for the school community, counseling to the victim and the student who engaged in prohibited conduct, follow-up inquiries to determine if any new incidents or any instances of retaliation have occurred, involving parents and students in efforts to identify problems and improve the school climate, increasing staff monitoring of areas where harassment has occurred, and reaffirming the District's policy against discrimination and harassment.

STUDENT WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH
(LOCAL)

- BULLYING** If the results of an investigation indicate that bullying occurred, as defined by FFI, the District official shall refer to FFI for appropriate notice to parents and District action. The District official shall refer to FDB for transfer provisions.
- IMPROPER CONDUCT** If the investigation reveals improper conduct that did not rise to the level of prohibited conduct or bullying, the District may take disciplinary action in accordance with the Student Code of Conduct or other corrective action reasonably calculated to address the conduct.
- CONFIDENTIALITY** To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.
- APPEAL** A student who is dissatisfied with the outcome of the investigation may appeal through FNG(LOCAL), beginning at the appropriate level. A student shall be informed of his or her right to file a complaint with the United States Department of Education Office for Civil Rights.
- RECORDS RETENTION** Retention of records shall be in accordance with FB(LOCAL) and CPC(LOCAL).
- ACCESS TO POLICY AND PROCEDURES** Information regarding this policy and any accompanying procedures shall be distributed annually in the employee and student handbooks. Copies of the policy and procedures shall be posted on the District's Web site, to the extent practicable, and readily available at each campus and the District's administrative offices.

Crockett County Consolidated CSD
053001

WELLNESS AND HEALTH SERVICES
CARE PLANS

FFAF
(LOCAL)

FOOD ALLERGY
MANAGEMENT PLAN

The District shall develop and implement a student food allergy management plan that includes the components below.

GENERAL
PROCEDURES

Procedures to limit the risk posed to students with food allergies shall include:

1. Specialized training for employees responsible for the development, implementation, and monitoring of the District's food allergy management plan.
2. Awareness training for employees regarding signs and symptoms of food allergies and emergency response in the event of an anaphylactic reaction.
3. General strategies to reduce the risk of exposure to common food allergens.
4. Methods for requesting specific food allergy information from a parent of a student with a diagnosed food allergy. [See FD]
5. Annual review of the District's food allergy management plan.

STUDENTS AT RISK
FOR ANAPHYLAXIS

Procedures regarding the care of students with diagnosed food allergies who are at risk for anaphylaxis shall include:

1. Development and implementation of food allergy action plans, emergency action plans, individualized health-care plans, and Section 504 plans, as appropriate.
2. Training, as necessary, for employees and others to implement each student's care plan, including strategies to reduce the student's risk of exposure to the diagnosed allergen.
3. Review of individual care plans and procedures periodically and after an anaphylactic reaction at school or at a school-related activity.

DISTRIBUTION

Information regarding this policy and the District's food allergy management plan shall be distributed annually in the student handbook and made available at each campus.