

(LOCAL) Policy Comparison Packet

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

The comparison is generated by an automated process that shows changes as follows.

- *Deletions* are shown in a red strike-through font: ~~deleted text~~.
- *Additions* are shown in a blue, bold font: **new text**.
- Blocks of text that have been *moved* without alteration are shown in green, with double underline and double strike-through formatting to distinguish the text's destination from its origin: ~~moved text~~ becomes moved text.
- *Revision bars* appear in the right margin, as above.

While the annotation software competently identifies simple changes, large or complicated changes—as in an extensive rewrite—may be more difficult to follow.

To see these same annotations in Word format, where you can further modify the text or alter the presentation of tracked changes themselves, see “(LOCAL) Policy Comparison (Word docs/Zip),” also found online in Local Manual Updates.

For further assistance in understanding changes, please refer to the explanatory notes in your Localized Policy Manual update packet or contact your policy consultant.

SAFETY PROGRAM/RISK MANAGEMENT
SECURITY PERSONNEL

CKE
(LOCAL)

DISTRICT POLICE DEPARTMENT	To ensure sufficient security and protection of students, staff, and property, the Board authorizes the formation of a District police department and shall employ and commission a police officer.
SUPERVISORY AUTHORITY	The police officer shall be accountable to and shall report to the Superintendent. The Superintendent shall not delegate this supervisory responsibility.
JURISDICTION	The jurisdiction of the police officer shall include all territory within District boundaries, as well as all real and personal property outside the boundaries of the District that is owned, leased, or rented by the District, or is otherwise under the District's control.
POLICE AUTHORITY	<p>The police officer employed by the District shall have all the powers, privileges, and immunities of police officers on or off duty within the jurisdiction of the District. The District police officer shall have the authority to:</p> <ol style="list-style-type: none">1. Protect the safety and welfare of any person in the jurisdiction of the District and protect the property of the District.2. Enforce all laws, including municipal ordinances, county ordinances, and state laws, and investigate violations of law as needed. In doing so, the District police officer may serve search warrants in connection with District-related investigations in compliance with the Texas Code of Criminal Procedure.3. Arrest suspects consistent with state and federal statutory and constitutional standards governing arrests, including arrests without warrant, for offenses that occur in the officer's presence or under the other rules set out in the Texas Code of Criminal Procedure.4. Coordinate and cooperate with commissioned officers of all other law enforcement agencies in the enforcement of this policy as necessary.5. Enforce District policies on District property, in school zones, at bus stops, or at District functions.6. Investigate violations of District policy, rules, and regulations as requested by the Superintendent and participate in administrative hearings concerning the alleged violations.7. Carry weapons as approved by the Superintendent.8. Carry out all other duties as directed by the Superintendent.
TEMPORARY ASSIGNMENT	The District police officer shall enforce all laws, including municipal ordinances, county ordinances, and state laws within another law

SAFETY PROGRAM/RISK MANAGEMENT
SECURITY PERSONNEL

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	enforcement agency's jurisdiction while temporarily assigned to the other agency.
LIMITATIONS ON NONSCHOOL EMPLOYMENT	An officer commissioned under this policy shall not provide law enforcement or security services for an outside employer without prior written approval from the Superintendent.
RELATIONSHIP WITH OUTSIDE AGENCIES	The District's police department and the law enforcement agencies with which it has overlapping jurisdiction shall enter into a memorandum of understanding that outlines reasonable communication and coordination efforts among the department and the agencies. The police officer and the Superintendent shall review the memorandum of understanding at least once every year. The memorandum of understanding shall be approved by the Board.
VIDEO MONITORING	If available, video equipment shall be used on a District police car for safety purposes whenever the flashing lights on the car are in use.
ACCESS TO RECORDINGS	Recordings shall be considered law enforcement records, shall remain in the custody of the police department, and shall be maintained as required by the department regulations manual and law. A parent or student who wishes to view a video recording in response to disciplinary action taken against the student may request such access under the procedures set out by law. [See FL(LLEGAL)]
OFFICER TRAINING	The District police officer shall receive at least the minimum amount of continuing education required by the Texas Commission on Law Enforcement (TCOLE).
DEPARTMENT REGULATIONS MANUAL	To carry out the provisions in this policy, the police department shall compile and maintain a manual that describes and sets forth operational procedures, rules, and regulations pertaining to the administration of police services. The police officer and the Superintendent shall review the manual annually and make any appropriate revisions.
RACIAL PROFILING	The police officer shall develop and implement regulations to ensure compliance with state law regarding racial profiling. The police officer employed by the District shall not initiate any law enforcement action based on an individual's race, ethnicity, or national origin.
USE OF FORCE	The use of force, including deadly force, shall be authorized only when reasonable and necessary, as outlined in the department regulations manual.
HIGH-SPEED PURSUIT	The police officer shall not engage in high-speed chases in a motor vehicle when the immediate danger to the public or the officer cre-

SAFETY PROGRAM/RISK MANAGEMENT
SECURITY PERSONNEL

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ated by the pursuit exceeds the immediate or potential danger presented by the offenders remaining at large. Guidelines for high-speed pursuits shall be addressed in the department regulations manual.

COMPLAINTS

Complaints against the District police officer shall be in writing on a form provided by the District and shall be signed by the person making the complaint. In accordance with law, the District shall provide to the police officer a copy of the complaint. [See COMPLAINTS AGAINST PEACE OFFICERS at CKE(LEGAL)]

Appeals regarding this complaint process shall be filed in accordance with DGBA, FNG, or GF, as appropriate.

SCHOOL RESOURCE
OFFICERS

In addition, the District has entered into an agreement with a local law enforcement agency for school resource officers. School resource officers shall provide services consistent with the terms of the agreement, the District's comprehensive safety programs, and Board policy.

Brackett ISD
136901

OFFICE MANAGEMENT
RECORDS MANAGEMENT

CPC
(LOCAL)

The Superintendent shall oversee the performance of records management functions prescribed by state and federal law:

- Records Management Officer, as prescribed by Local Government Code 203.023
- Records Administrator, as prescribed by Local Government Code 176.001 and 176.007 [See BBFA and CHE]
- Officer for Public Information, as prescribed by Government Code 552.201–~~205204~~ [See GBAA]
- Public Information Coordinator, as prescribed by Government Code 552.012 [See BBD]

DOCUMENT
DESTRUCTION
PRACTICES

The District shall follow its records management program regarding document destruction. However, the District shall preserve documents, including electronically stored information, and suspend routine record destruction practices as applicable according to procedures developed by the records management officer:

1. In the event of pending or reasonably anticipated litigation;
2. In the event of an investigation by a federal agency or department or any bankruptcy case; or
3. In the event of a public information request.

Notification shall be given to appropriate staff of any applicable obligations to suspend routine record destruction practices.

~~WEBSITE~~
POSTINGS

The District's records management program shall address the length of time documents will be posted on the District's ~~website~~ when the law does not specify a posting period.

DATE ISSUED: ~~7/22/2014~~
UPDATE ~~10080~~
CPC(LOCAL)-A

ADOPTED:

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136901

INSURANCE AND ANNUITIES MANAGEMENT
HEALTH AND LIFE INSURANCE

CRD
(LOCAL)

DISTRICT
CONTRIBUTION

The Board annually shall determine the District's contribution to employee health insurance premiums as part of the budget development and adoption process. ~~For purposes of the District contribution to employees' health insurance premiums, the Board may distinguish between full time and part time employees, as those terms are defined for other benefits.~~

CONTINUATION
COVERAGE

The District shall continue its contribution toward the cost of the employee's group health insurance coverage while the employee is on paid leave or, if applicable, while the employee is on family and medical leave. [See DEC]

The District shall not otherwise expend public funds for group health insurance coverage of an employee who is not on paid leave status. However, an employee who is not on paid leave status or FMLA leave shall be allowed to continue group health insurance coverage, at his or her own expense, for the period specified in the District's group health insurance plan.

Brackett ISD
136901

EMPLOYMENT PRACTICES
TERM CONTRACTS

DCB
(LOCAL)

**AFTER ANY
APPLICABLE
PROBATIONARY
CONTRACT PERIOD
REQUIRED BY THE
DISTRICT,
TERMCERTIFICATION
REQUIRED BY SBEC**

~~Term~~ contracts governed by Chapter 21 of the Education Code (educator term contracts) shall be provided to **any employees in positions required by law to receive such contracts, including:**

1. SBEC-certified employees serving full-time as **principals, assistant principals, teachers, school counselors, diagnosticians, librarians, and athletic directors;**~~principals, assistant principals, teachers, counselors, librarians, and the athletic director;~~ and
2. Full-time nurses.

**EMPLOYEES
INCERTIFICATION
REQUIRED BY THE
DISTRICT**

~~Educator term contracts shall be provided also to persons in the following~~ positions for which the District requires current SBEC certification **shall also receive term contracts.**~~—curriculum director and special education director.~~

DATE ISSUED: ~~5/7/22/2014~~2001
UPDATE 100~~LDU-42-06~~
DCB(LOCAL)-~~CC1~~

ADOPTED:

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Brackett ISD
136901

EMPLOYMENT PRACTICES
AT-WILL EMPLOYMENT

DCD
(LOCAL)

Personnel **not hired under a contract shall be** employed on an at-will basis. ~~include but are not limited to employees in the following categories: business manager, technology specialist, paraprofessionals, and auxiliary personnel.~~

[For information regarding contractual employment, see DCA, DCB, DCC, and DCE, as appropriate]

~~ASSIGNMENT AND
EVALUATION~~

~~The Superintendent or designee has sole authority to notify employees of assignments, compensation rates, and conditions of employment.~~

~~Evaluation of at-will employees shall be conducted by the principal or supervisor in accordance with administrative procedures. [See DN]~~

~~REASONABLE
ASSURANCE OF
EMPLOYMENT~~

~~At-will employees in positions normally requiring less than 12 months of service annually and who are expected to report to work at the beginning of the following school session shall be provided a letter of reasonable assurance of employment. [See CRF]~~

DISMISSAL

At-will employees may be dismissed at any time for any reason not prohibited by law or for no reason, as determined by the needs of the District. At-will employees who are dismissed shall receive pay through the end of the last day worked.

APPEAL TO BOARD

A dismissed employee may request to be heard by the Board in accordance with DGBA(LOCAL).

~~EMPLOYMENT PRACTICES
OTHER TYPES OF CONTRACTS~~

DCE
(LOCAL)

~~NON-CHAPTER 21
CONTRACTS~~

~~The Board may employ by written contract personnel not eligible for a contract under Chapter 21 of the Education Code. Such contracts shall not be governed by the provisions of Chapter 21 of the Education Code.~~

~~REASONABLE
ASSURANCE OF
EMPLOYMENT~~

~~The District shall provide an employee a letter of reasonable assurance of employment if a new contract is not issued prior to the last working day of the current contract and the employee is reasonably expected to report to work at the beginning of the following academic term.~~

~~APPEAL OF
EMPLOYMENT
ACTIONS~~

~~An employee may appeal discharge during the contract period in accordance with DCE(LEGAL).~~

~~An employee whose contract is not reissued at the end of the contract period may appeal to the Board in accordance with DGBA(LOCAL).~~

AUTHORITY	<p>The Superintendent is authorized to accept or reject any transfer requests, provided that such action is without regard to race, religion, color, sex, disability, national origin, or ancestral language.</p> <p>A resident student who becomes a nonresident during the course of a semester shall be permitted to continue in attendance for the remainder of the semester.</p>
TRANSFER REQUESTS	<p>A nonresident student wishing to transfer into the District shall file an application for transfer each school year with the Superintendent or designee. Transfers shall be granted for one regular school year at a time.</p> <p>Transfer students who have been accepted and have attended District schools for one consecutive school year shall not be required to submit a transfer request unless the Superintendent or designee finds issues with attendance, discipline, or other detrimental factors that affect the education of the student or other students in adverse ways. The Superintendent is authorized to review or revoke a transfer at any time.</p>
FACTORS	<p>In approving transfers, the Superintendent or designee shall consider availability of space and instructional staff and the student's disciplinary history and attendance records.</p>
TRANSFER AGREEMENTS REVOCATION OF TRANSFER	<p>A transfer student shall be notified in the written transfer agreement that he or she must follow all rules and regulations of the District. Violation of the terms of the agreement may result in a transfer request not being approved the following year, including those for student conduct and attendance, and that violation of the District's rules and regulations may result in revocation of the transfer agreement. The effective date of the revocation shall be set in accordance with the written transfer agreement.</p> <p>Written notification of any transfer revocation shall be sent to the school district of residence.</p>
TUITION	<p>If the District charges tuition, the amount shall be set by the Board, within statutory limits.</p>
WAIVERS	<p>The Board may waive tuition for a student based on financial hardship upon written application by the student, parent, or guardian. [See FP]</p>
NONPAYMENT	<p>The District may initiate withdrawal of students whose tuition payments are delinquent.</p>
APPEALS	<p>Any appeals shall be made in accordance with FNG(LOCAL) and GF(LOCAL), as appropriate.</p>

STUDENT RECORDS

FL
(LOCAL)

COMPREHENSIVE
SYSTEM

The Superintendent or designee shall develop and maintain a comprehensive system of student records and reports dealing with all facets of the school program operation and shall ensure through reasonable procedures that records are accessed by authorized persons only, as allowed by this policy. These data and records shall be stored in a safe and secure manner and shall be conveniently retrievable for use by authorized school officials.

CUMULATIVE RECORD

A cumulative record shall be maintained for each student from entrance into District schools until withdrawal or graduation from the District.

This record shall move with the student from school to school and be maintained at the school where currently enrolled until graduation or withdrawal. Records for nonenrolled students shall be retained for the period of time required by law. No permanent records may be destroyed without explicit permission from the Superintendent. [See [CPCGBA](#)]

CUSTODIAN OF
RECORDS

The principal is custodian of all records for currently enrolled students. The principal is the custodian of records for students who have withdrawn or graduated. The student handbook made available to all students and parents shall contain a listing of the addresses of District schools, as well as the Superintendent's business address.

TYPES OF EDUCATION
RECORDS

The record custodian shall be responsible for the education records of the District. These records may include:

1. Admissions data, personal and family data, including certification of date of birth.
2. Standardized test data, including intelligence, aptitude, interest, personality, and social adjustment ratings.
3. All achievement records, as determined by tests, recorded grades, and teacher evaluations.
4. All documentation regarding a student's testing history and any accelerated instruction he or she has received, including any documentation of discussion or action by a grade placement committee convened for the student.
5. Health services record, including:
 - a. The results of any tuberculin tests required by the District.
 - b. The findings of screening or health appraisal programs the District conducts or provides. [See [FFAA](#)]

STUDENT RECORDS

FL
(LOCAL)

- c. Immunization records. [See FFAB]
6. Attendance records.
7. Student questionnaires.
8. Records of teacher, counselor, or administrative conferences with the student or pertaining to the student.
9. Verified reports of serious or recurrent behavior patterns.
10. Copies of correspondence with parents and others concerned with the student.
11. Records transferred from other districts in which the student was enrolled.
12. Records pertaining to participation in extracurricular activities.
13. Information relating to student participation in special programs.
14. Records of fees assessed and paid.
15. Records pertaining to student and parent complaints.
16. Other records that may contribute to an understanding of the student.

ACCESS BY PARENTS

The District shall make a student's records available to the student's parents, as permitted by law. The records custodian or designee shall use reasonable procedures to verify the requestor's identity before disclosing student records containing personally identifiable information.

Records may be reviewed in person during regular school hours without charge upon written request to the records custodian. For in-person viewing, the records custodian or designee shall be available to explain the record and to answer questions. The confidential nature of the student's records shall be maintained at all times, and records to be viewed shall be restricted to use only in the Superintendent's, principal's, or counselor's office, or other restricted area designated by the records custodian. The original copy of the record or any document contained in the cumulative record shall not be removed from the school.

Copies of records are available at a per copy cost, payable in advance. Copies of records must be requested in writing. Parents may be denied copies of records if they fail to follow proper procedures or pay the copying charge. If the student qualifies for free or reduced-price lunches and the parents are unable to view the rec-

ords during regular school hours, upon written request of a parent, one copy of the record shall be provided at no charge.

A parent may continue to have access to his or her child's records under specific circumstances after the student has attained 18 years of age or is attending an institution of postsecondary education. [See FL(LEGAL)]

ACCESS BY SCHOOL
OFFICIALS

A school official shall be allowed access to student records if he or she has a legitimate educational interest in the records.

For the purposes of this policy, "school officials" shall include:

1. An employee, **Board member**~~trustee~~, or agent of the District, including an attorney, a consultant, a contractor, a volunteer, **a school resource officer**, and any outside service provider used by the District to perform institutional services.
2. An employee of a cooperative of which the District is a member or of a facility with which the District contracts for placement of students with disabilities.
3. A contractor retained by a cooperative of which the District is a member or by a facility with which the District contracts for placement of students with disabilities.
4. A parent or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks.

All contractors provided with student records shall follow the same rules as employees concerning privacy of the records and shall return the records upon completion of the assignment.

A school official has a "legitimate educational interest" in a student's records when he or she is:

1. Working with the student;
2. Considering disciplinary or academic actions, the student's case, or an individualized education program for a student with disabilities;
3. Compiling statistical data;
4. Reviewing an education record to fulfill the official's professional responsibility; or
5. Investigating or evaluating programs.

STUDENT RECORDS

FL
(LOCAL)

TRANSCRIPTS AND
TRANSFERS OF
RECORDS

The District may request transcripts from previously attended schools for students transferring into District schools; however, the ultimate responsibility for obtaining transcripts from sending schools rests with the parent or student, if 18 or older.

For purposes of a student's enrollment or transfer, the District shall promptly forward in accordance with the time line provided in law education records upon request to officials of other schools or school systems in which the student intends to enroll or enrolls. [See FD(LEGAL), REQUIRED DOCUMENTATION] The District may return an education record to the school identified as the source of the record.

RECORDS
RESPONSIBILITY FOR
STUDENTS IN SPECIAL
EDUCATION

The director of special education shall be responsible for ensuring the confidentiality of any personally identifiable information in records of students in special education.

A current listing of names and positions of persons who have access to records of students in special education is maintained at the special education office.

PROCEDURE TO
AMEND RECORDS

Within 15 District business days of the record custodian's receipt of a request to amend records, the District shall notify the parents in writing of its decision on the request and, if the request is denied, of their right to a hearing. If a hearing is requested, it shall be held within ten District business days after the request is received.

Parents shall be notified in advance of the date, time, and place of the hearing. An administrator who is not responsible for the contested records and who does not have a direct interest in the outcome of the hearing shall conduct the hearing. The parents shall be given a full and fair opportunity to present evidence and, at their own expense, may be assisted or represented at the hearing.

The parents shall be notified of the decision in writing within ten District business days of the hearing. The decision shall be based solely on the evidence presented at the hearing and shall include a summary of the evidence and reasons for the decision. If the decision is to deny the request, the parents shall be informed that they have 30 District business days within which to exercise their right to place in the record a statement commenting on the contested information and/or stating any reason for disagreeing with the District's decision.

DIRECTORY
INFORMATION

The District has designated the following categories of information as directory information: student name; address; telephone listing; electronic mail address; photograph; date and place of birth; major field of study; degrees, honors, and awards received; dates of attendance; grade level; most recent educational institution attended;

participation in officially recognized activities and sports; and
weight and height of members of athletic teams.

INFORMATION ACCESS
REQUESTS FOR INFORMATION

GBAA
(LOCAL)

CHARGING FOR
PERSONNEL TIME

After personnel of the District collectively have spent 36 hours of time producing public information for a requestor during the District's fiscal year, the District shall charge the requestor for any additional personnel time spent producing information for the requestor, in accordance with law.

Brackett ISD
136901

COMMUNITY RELATIONS
ADVERTISING AND FUND RAISING IN THE SCHOOLS

GKB
(LOCAL)

PROMOTIONAL
ACTIVITIES

School facilities shall not be used to advertise, promote, sell tickets, or collect funds for any nonschool-related purpose without prior approval of the Superintendent or designee. ~~Nonschool-related organizations may use school facilities only in accordance with GKD.~~

[For information relating to nonschool use of facilities, see GKD.]

ADVERTISING

For purposes of this policy, “advertising” shall mean a communication designed to attract attention or patronage by the public or school community and communicated through means under the control of the District in exchange for consideration to the District. “Advertising” does not include public recognition of donors or sponsors who have made contributions, financial or otherwise, to the District or school support organizations.

Advertising shall be accepted solely for the purpose of **generating revenue for** ~~covering~~ the **District** ~~cost of providing materials and equipment,~~ not for the purpose of establishing a forum for communication. The District **shall retain** ~~retains~~ final editorial authority to accept or reject submitted advertisements in a manner consistent with the First Amendment. **The District shall retain the authority to determine the size and location of any advertising. The District shall also reserve the right to reject advertising that is inconsistent with federal or state law, Board policy, District or campus regulations, or curriculum, as well as any content the District determines has a reasonable likelihood of exposing the District to controversy, litigation, or disruption.**

Acceptance of advertising shall not constitute District approval or endorsement of any product, service, organization, or issue referenced in the advertising, nor shall acceptance of advertising from a vendor determine whether the District will purchase goods or services from the vendor through the District’s formal procurement process.

[For information relating to school-sponsored publications, see FMA.] ~~[See FMA regarding school-sponsored publications]~~

DATE ISSUED: 7/22/2014 ~~1/2002~~
UPDATE 10068
GKB(LOCAL)-A

ADOPTED:

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