



(LOCAL) Policy Comparison Packet

This packet is generated by an automated process that compares the updated policy to the district's current policy as found in TASB records.

In this packet, you will find:

- Policies being recommended for revision (annotated)
- New policies (not annotated)

Policies recommended for deletion are not included. If you want to include the text of these policies in the information given to the Board, you may download them from *Policy On Line*.

Annotations are shown 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.

Note: While the annotation software competently identifies simple changes, large or complicated changes—as in an extensive rewrite—may be more difficult to follow. In addition, TASB's recent changes to the policy templates to facilitate accessibility sometimes makes formatting changes appear tracked, even though the text remains the same.

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

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BOARD MEETINGS

BE
(LOCAL)

Meeting Place and Time	The notice for a Board meeting shall reflect the date, time, and location of the meeting.
Regular Meetings	Regular meetings of the Board shall normally be held on the last Monday last Monday of each month at 6:00 p.m. 6:00 p.m. When determined necessary and for the convenience of Board members, the Board President may change the date, time, or location of a regular meeting with proper notice.
Special or Emergency Meetings	<p>The Board President shall call special meetings at the Board President's discretion or on request by two two members of the Board.</p> <p>The Board President shall call an emergency meeting when it is determined by the Board President or two two members of the Board that an emergency or urgent public necessity, as defined by law, warrants the meeting.</p>
Agenda	The deadline for submitting items for inclusion on the agenda is the seventh calendar the seventh calendar day before regular meetings and the third calendar the third calendar day before special meetings.
Deadline	
Preparation	<p>In consultation with the Board President, the Superintendent shall prepare the agenda for all Board meetings. Any Board member may request that a subject be included on the agenda for a meeting, and the Superintendent shall include on the preliminary agenda of the meeting all topics that have been timely submitted by a Board member.</p> <p>Before the official agenda is finalized for any meeting, the Superintendent shall consult the Board President to ensure that the agenda and the topics included meet with the Board President's approval. In reviewing the preliminary agenda, the Board President shall ensure that any topics the Board or individual Board members have requested to be addressed are either on that agenda or scheduled for deliberation at an appropriate time in the near future. The Board President shall not have authority to remove from the agenda a subject requested by a Board member without that Board member's specific authorization.</p>
Notice to Members	Members of the Board shall be given notice of regular and special meetings at least 72 hours prior to the scheduled time of the meeting and at least one hour two hours prior to the time of an emergency meeting.
Closed Meeting	Notice of all meetings shall provide for the possibility of a closed meeting during an open meeting, in accordance with law.

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The Board may conduct a closed meeting when the agenda subject is one that may properly be discussed in closed meeting. [See BEC]

Order of Business

The order of business for regular Board meetings shall be as set out in the agenda accompanying the notice of the meeting. At the meeting, the order in which posted agenda items are taken may be changed by consensus of Board members.

Rules of Order

The Board shall observe the parliamentary procedures as found in *Robert's Rules of Order, Newly Revised*, except as otherwise provided in Board procedural rules or by law. Procedural rules may be suspended at any Board meeting by majority vote of the members present.

Voting

Voting shall be by voice vote or show of hands, as directed by the Board President. Any member may abstain from voting, and a member's vote or failure to vote shall be recorded upon that member's request. [See BDAA(LOCAL) for the Board President's voting rights]

Consent Agenda

When the agenda is prepared, the Board President shall determine items, if any, that qualify to be placed on the consent agenda. A consent agenda shall include items of a routine and/or recurring nature grouped together under one action item. For each item listed as part of a consent agenda, the Board shall be furnished with background material. All such items shall be acted upon by one vote without separate discussion, unless a Board member requests that an item be withdrawn for individual consideration. The remaining items shall be adopted under a single motion and vote.

Minutes

Board action shall be carefully recorded by the Board Secretary or clerk; when approved, these minutes shall serve as the legal record of official Board actions. The written minutes of all meetings shall be approved by vote of the Board and signed by the Board President and the Board Secretary.

The official minutes of the Board shall be retained on file in the office of the Superintendent and shall be available for examination during regular office hours.

Discussions and Limitation

Discussions shall be addressed to the Board President and then the entire membership. Discussion shall be directed solely to the business currently under deliberation, and the Board President shall halt discussion that does not apply to the business before the Board.

The Board President shall also halt discussion if the Board has agreed to a time limitation for discussion of an item, and that time limit has expired. Aside from these limitations, the Board President

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shall not interfere with debate so long as members wish to address themselves to an item under consideration.

BOARD MEETINGS
PUBLIC PARTICIPATION

BED
(LOCAL)

**Limit on
Participation**

Audience participation at a Board meeting is limited to the ~~public comment~~ portion of the meeting designated to receive public comment in accordance with this policy ~~for that purpose~~. At all other times during a Board meeting, the audience shall not enter into discussion or debate on matters being considered by the Board, unless requested by the presiding officer.

Public Comment
Regular Meetings

At regular Board meetings, the Board shall permit public comment, regardless of whether the topic is an item on the agenda posted with notice of the meeting.

Special Meetings

At all other Board meetings, public comment shall be limited ~~allot 30 minutes~~ to items on the agenda posted with notice of the meeting.

Procedures

~~Individuals hear persons who desire to make comments to the Board. Persons~~ who wish to participate during the ~~in this~~ portion of the meeting designated for public comment shall sign up with the presiding officer or designee before the meeting begins as specified in the Board's procedures on public comment and shall indicate the agenda item or topic ~~on about~~ which they wish to address the Board. ~~Speak.~~

Public comment shall occur at the beginning of the meeting.

Except as permitted by this policy and the Board's procedures on public comment, an individual's comments to the Board shall not exceed five minutes per meeting.

Meeting
Management

When necessary for effective meeting management or to accommodate large numbers of individuals wishing to address the Board, the presiding officer may make adjustments to public comment procedures, including adjusting when public comment will occur during the meeting, reordering agenda items, deferring public comment on nonagenda items, continuing agenda items to a later meeting, providing expanded opportunity for public comment, or establishing an overall time limit for public comment and adjusting the time allotted to each speaker. However, no individual shall be given less than one minute to make comments.

~~No presentation shall exceed five minutes. Delegations of more than five persons shall appoint one person to present their views before the Board.~~

Board's Response

Specific factual information or recitation of existing policy may be furnished in response to inquiries, but the Board shall not deliberate or decide regarding any subject that is not included on the agenda posted with notice of the meeting.

**Complaints and
Concerns**

The presiding officer or designee shall determine whether ~~an individual~~~~a person~~ addressing the Board has attempted to solve a matter administratively through resolution channels established by policy. If not, the ~~individual~~~~person~~ shall be referred to the appropriate policy ~~(see list below)~~ to seek resolution:

Employee complaints: DGBA

Student or parent complaints: FNG

Public complaints: GF

Disruption

The Board shall not tolerate disruption of the meeting by members of the audience. If, after at least one warning from the presiding officer, any ~~individual~~~~person~~ continues to disrupt the meeting by his or her words or actions, the presiding officer may request assistance from law enforcement officials to have the ~~individual~~~~person~~ removed from the meeting.

Texas Economic Development Act

Purpose

These provisions outline the District's procedures ~~the District shall use for the filing, accepting, and reviewing, and considering of applications and amendments to applications, and, when necessary, enforcing agreements made~~ under the Texas Economic Development Act (the Act), as set forth in Tax Code Chapter 313. [See CCGB(LEGAL)] ~~of the Texas Tax Code. In addition, these provisions shall outline procedures the Board shall use for considering amendments to and, when necessary, enforcing agreements made under the Texas Economic Development Act, as set forth in Chapter 313 of the Tax Code.~~

Definitions

In addition to the definitions set out in CCGB(LEGAL), the following definitions apply in this policy:

~~As used in this policy, the following phrases, words, and terms shall have the following meanings, unless the context clearly indicates otherwise:~~

~~"Act" shall mean the Texas Economic Development Act, as set forth in Chapter 313 of the Tax Code.~~

~~"Agreement" shall mean a written contract between the District and the applicant, which creates, implements, and governs the terms of a limitation on the appraised value for District maintenance and operations ad valorem property tax purposes on an entity's qualified property, which complies with Chapter 313 of the Tax Code, and which is consistent with Section 313.027 of the Tax Code.~~

~~"Agreement holder" shall mean an entity that has executed an agreement with the District.~~

~~"Applicant" shall mean a business entity, including an "affiliated group" that is subject to taxation under Tax Code 171.001, that applies to the District for a limitation on the appraised value of qualified property in a reinvestment zone under the Act.~~

~~"Application" shall mean a completed Application for Appraised Value Limitation on Qualified Property on a form adopted by the comptroller and containing all information required at 34 Administrative Code 9.1053 together with all supporting schedules and documentation and shall include any application amendment or application supplement filed by the applicant.~~

~~"Application fee" shall mean the nonrefundable application fee to be paid to the District by an applicant, determined in accordance with this policy, to cover the District's costs incurred in the processing and consideration of the application.~~

~~"Application amendment fee" shall mean the nonrefundable fee required of an applicant or agreement holder seeking to amend an~~

~~application or agreement at any time after the comptroller has issued an economic impact analysis on the application pursuant to 34 Administrative Code 9.1055(d).~~

~~“Application review period” means shall mean the period of time during which the Board will is required to consider and act on an the application. The application review period begins shall begin on the day the application review start date is filed with the District and ends shall expire on the 151st day thereafter after the application is filed with the District, unless the application review period is extended by Board action prior to the expiration of the application review period, in which case the application review period shall include any such extension. The Board delegates to the Superintendent authority to extend the time period for reviewing the application consistent with 34 Administrative Code 9.1054(d).~~

~~“Application review start date” shall mean the later date of either the date on which the District issues its written notice that an applicant has submitted a completed application or the date on which the comptroller issues its written notice that an applicant has submitted a completed application.~~

~~“Appraisal district” means shall mean each county appraisal district that appraises property that is the proposed to be subject of an application to a limitation on appraised value.~~

Filing an Application

~~In “Board” shall mean the form and formats required Board of Trustees of the West Orange-Cove Independent School District.~~

~~“Comptroller” shall mean the comptroller of public accounts of the State of Texas.~~

~~“Comptroller’s rules” shall mean those rules adopted by the comptroller, set forth at 34 Administrative Code, Subchapter F.~~

~~“Deferral” shall mean a forward adjustment of the date upon which the qualifying time period, as defined by Tax Code 313.021(4), begins.~~

~~“District” shall mean the West Orange-Cove Independent School District.~~

~~“Initial Board Review” shall mean the initial presentment to the District’s Board of Trustees, at which the Board will determine whether to consider the application and determine whether it should be forwarded to the comptroller for the execution of the comptroller’s review and certification processes. Board action to consider an application after conducting its initial review does not commit the District in any way to the ultimate approval of an agreement.~~

	<p>“Substantive document” shall mean a document or other information or data in electronic media that includes or transmits information or data significant to an application, the evaluation or consideration of such an application, or to the agreement or implementation of an agreement for limitation of appraised value pursuant to Chapter 313 of the Tax Code. The meaning shall include, but not be limited to: any application requesting a limitation on appraised value and any amendments or supplements; any economic impact evaluation made in connection with an application; any agreement between the applicant and the District and any subsequent amendments or assignments; any District written finding or report filed with the comptroller as required under this subchapter; and any application requesting school tax credits under Tax Code 313.103.</p>
<p>Presenting the Application</p>	<p>The applicant shall file with the Superintendent the original and three copies of the completed application along with a searchable electronic copy certified to contain information identical to the original hard copy. [See CCGB(LEGAL) at Required Contents and Format]each application filed under this policy. The Superintendent shall acknowledge in writing the date of the receipt of the application and application fee.</p> <p>The Superintendent shall hold any incomplete applications or applications submitted without the full application fee until the application is properly completed and the application fee is paid. The Superintendent’s determination of whether an application is complete shall be final.</p>
<p>Confidentiality of Applicant Information</p>	<p>If the Board decides to consider an application, information provided in connection with an application will not be considered confidential except as allowed by law. [See CCGB(LEGAL) at Confidential Business Information]</p> <p>Applications shall be considered for final approval by the Board only after the District’s receipt of the application fee established by the Board and after completion of the economic analysis and the school facilities impact analysis required by the Act.</p> <p>The completed application shall be made available to the public as required under the Texas Public Information Act. Information submitted to the District in connection with the application shall be presumed to be public information unless the applicant clearly identifies such as confidential and proprietary information.</p>
<p>Amending an Application</p>	<p>An applicant may seek to amend an application may be amended by an applicant at any time prior to the Board’s final Board action on the application. If in the event that an amended application is filed within 60 daysat any time after the comptroller has issued an</p>

~~economic impact analysis on the application pursuant to 34 Administrative Code 9.1055(d), or to request waiver of the end job requirements at any time after submittal of the application review period, the original application review period shall be extended automatically to the 61st day after the date on which the last amended, the applicant must submit an application is filed, unless the Board takes action to extend amendment fee together with the proposed amended application review period otherwise.~~

~~The Superintendent shall review and forward to the comptroller any is delegated the authority to accept an amended application prior to the comptroller's issuance of an economic impact analysis. An amendment submitted after the comptroller has issued an economic impact analysis must be approved by Board action. Upon receipt of an amended application or supplemental information on receipt, the Superintendent shall review and forward the material to the comptroller and to each applicable appraisal district.~~

Application Fee
Schedule

The Board has established the following fee schedule:

~~The Board finds that the application review process is complex, and the complexity is greater for larger projects. The following application fee schedule represents the anticipated necessary or reasonable cost to the District of reviewing, processing and acting on an application:~~

1. \$75,000 for projects valued at less than \$500 million ~~or less~~ total anticipated investment.;
2. \$100,000 for projects valued from \$500 ~~between \$501~~ million to less than ~~and~~ \$1 billion total anticipated investment.;
3. \$150,000 for projects valued at or over \$1 billion total anticipated investment.

The application fee is nonrefundable ~~unless shall not be refundable except in the event that~~ the application is ~~rejected denied~~ after an initial Board review, as defined in this policy, or ~~if in the event that~~ the actual costs incurred in the review process are exceeded by the anticipated costs as established in this policy.

The application fee does not include any amount charged to the applicant by the comptroller's office for its economic impact study, ~~if such a fee is charged.~~

Application
Amendment Fee

In the event that an applicant or agreement holder seeks to amend an application or an agreement at any time after the comptroller has issued an economic impact analysis on the application pursuant to 34 Administrative Code 9.1055(d), an application amendment fee of no less than \$25,000 and no greater than \$65,000

shall be charged. The amendment fee shall take into account the nature of the amendment and the actual time and expense required to evaluate, review, and process that amendment.

*Agreement
Assignment Fee*

In the event that an applicant or agreement holder seeks to assign an agreement to another entity at any time, an agreement assignment fee of \$5,000 shall be charged.

*Limitation
Amount*

The minimum limitation amount shall be that amount set forth under Tax Code 313.027(b). However, after initial review of an application, the District may specify a greater limitation amount, as permitted under Tax Code 313.027(c).

Processing ~~an~~the
Application

Before Initial Board
Review

Upon receipt of ~~an~~the application and ~~the~~ application fee, the Superintendent shall ~~take the following actions:~~

1. ~~Send~~~~Accept the filing of the application and send to~~ the applicant written confirmation of receipt of the application and application fee.
- ~~2. Identify appropriate attorneys and consultants to assist the Board in completing the application review process, and schedule Board action to retain such attorneys and consultants.~~
- ~~3. Ensure that conflict of interest disclosures are obtained and posted, as appropriate, in conformance with Local Government Code 171.002 (trustee interest in business entity or real property), Local Government Code 176.003 (trustee income, gifts to trustee or superintendent); Local Government Code 176.006; and House Bill 1295 (disclosure of interested parties).~~

~~If, after initial review, the Board determines to proceed with consideration of the application and the District has received the application fee, the Superintendent shall:~~

1. Review the application and, ~~as necessary~~, require the applicant ~~, as necessary~~, to submit additional and/or supplementary information, including ~~the completion of all~~ required schedules.
- ~~4.2.~~ Within seven days of receipt of a completed application, submit the application to the comptroller, together with any economic analysis of the proposed project submitted ~~required by~~ the applicant ~~comptroller's rules~~.
2. Obtain necessary conflict of interest disclosures. [See BBFA(LEGAL)]

Initial Schedule, at
the first available
Board Review

2.3. As soon as practical after an meeting for which notice can be posted in accordance with the Texas Open Meetings Act, Board consideration of the application is filed, the Board shall conduct an for initial Board review of the application during which the Board may consider the Superintendent's recommendation and written or oral presentations concerning the application, in accordance with this policy.

3. If Determine, after the initial Board review, the Board determines that whether the application is not sufficient, and direct the applicant to immediately correct deficiencies, if any.

4. File with the comptroller in the best interests following formats copies of the District, the Board shall reject the application and return to the applicant all required schedules and documentation; proof of payment of the application fee, less any necessary; and reasonable costs of written notice certifying the initial application review. start date:

After Initial Board
Review

- If One original hard copy in a three-ring binder with tabs separating each section of the Board elects to consider documents; and

- An electronically digitized copy, formatted in searchable PDF format.

The notice certifying the completed application, the Superintendent review start date shall include:

- Deposit The date on which the application fee and provide required written notice to the applicant and comptroller, with a copy to the appraisal district, that the District has was received and will ;

3. The date on which the Board decided to consider the completed application;

- Deliver to the comptroller a copy of the application and required material along with a;

- The date on which the District determined that the application was complete;

- A request for that the comptroller provide an economic impact evaluation; and

- All other information relating to consideration of the application, as prepared by the District's consultants to meet the requirements of 34 Administrative Code 9.1054.

- ~~5.1.~~ Accept on behalf of the Board any amendments or supplements submitted by the applicant, and transmit copies to the comptroller ~~within seven days of receipt~~;
- ~~6.~~ ~~Within 20 business days of receipt of a request from the comptroller, forward to the comptroller and the appraisal district any amended or supplemental application or any other information necessary to complete the comptroller's application recommendation or economic impact study.~~
- ~~7.2.~~ Direct appropriate District personnel ~~the District's webmaster~~ to create a link from the District's website to the location on the comptroller's website where copies of applications ~~under the Act~~ are posted;
4. Within the time allowed by law, ~~Ensure that the applicant and the District's consultants conduct all required analyses to properly protect the District's financial interests and~~ provide all required supplemental information necessary to assist the ~~staffs of the~~ comptroller and the Texas Education Agency (TEA) with the ~~analyses~~ required analyses;
5. On receipt, provide the applicant and District consultants with a copy of the economic impact evaluation and the school facilities impact analysis;
- ~~8.3.~~ Work with ~~by~~ the applicant ~~Act~~ and District consultants to provide the District and the comptroller with copies of the proposed agreement in a timely manner [see CCGB(LEGAL) at Continued Eligibility]; ~~comptroller's rules.~~
6. Take all action necessary or required to process the application;
- ~~9.4.~~ Not later than 151 days after the application review start date, present to the Board an agreement for final approval or a request ~~from the applicant for an~~ extension of the application review period;
- ~~10.5.~~ ~~If in the event of a Board action to approve~~ an extension ~~offer final action on~~ the application review period is requested, report, forward to the comptroller, the applicant, and each such request to the comptroller ~~applicable appraisal district~~ within seven days ~~a notice~~ of the decision to grant the extension; and;
- ~~11.~~ ~~After~~ ~~Ensure that the District and the comptroller have been given draft copies of the agreement at least ten days prior to the meeting at which the Board is scheduled to consider final approval of an agreement.~~

- ~~12.6. Upon completion of Board action on the application, if any, transmit on the application, ensure that all necessary and required information is transmitted to the comptroller, the applicant, and the each applicable appraisal district.~~
- District Consultants**
- ~~13. On Ensure that the applicant makes all required post approval submissions to the comptroller and to the District within the required deadlines.~~
- ~~14. Make reasonable inquiry, when called for by the agreement, and issue a certification of the date upon which commercial operations begin at the site of the project.~~
- ~~15. Ensure that the applicant makes all required post approval submissions to the District and to the comptroller or any other applicable state agency within the required deadlines.~~
- ~~16. Ensure that the District makes timely responses to requests by the comptroller or state auditor for data or records when the state auditor is conducting an audit of any agreement adopted by the District.~~
- Initial Board Review**
- ~~Following the filing of an application, the Board should conduct an initial review of the application at the first available Board meeting for which notice can be posted in accordance with the Texas Open Meetings Act. At the initial review, the Board may consider either a written or oral presentation concerning the application.~~
- ~~If, after the initial review, the Board is of the opinion that the application is not in the best interests of the District, the Board shall reject the application and shall return the application fee, in full, to the applicant.~~
- ~~As a part of conducting the initial Board review, each Trustee and the Superintendent shall be requested to publicly affirm the absence of a conflict of interest with the applicant in accordance with the provisions of BBFA(LOCAL). Thereafter, on an annual basis, each Trustee and the Superintendent shall, as a part of his or her annual conflict of interest disclosure requirements, list any business relationship with an applicant on the disclosure form.~~
- ~~Once the Board has accepted an application for consideration after the initial review, the Superintendent shall be expressly delegated the authority to accept on behalf of the Board and the District any amended or supplemental application submitted by the applicant for the same project prior to the comptroller's issuance of an economic impact analysis on the application pursuant to 34 Administrative Code 9.1055(d).~~

~~Consulting Services~~

~~Upon~~ retention by the Board, ~~District the District's~~ consultants, including legal counsel, shall review the application to ensure it includes all ~~that the application documents and any other~~ required reports include all information. ~~District required by the comptroller's rules or by 34 Administrative Code 9.1054.~~ The consultants shall ~~also~~ simultaneously begin an analysis of the application, ~~consider impact on District finances,~~ any legal implications of the application, ~~draft and negotiate development of~~ an appropriate revenue protection agreement, and ~~evaluate the analyses when the reports become available, the studies~~ from the ~~comptroller~~ ~~comptroller's office~~ and TEA on receipt.

~~District~~ The consultants shall be paid for ~~their~~ services from the application fee ~~and. The consultants~~ shall complete their analyses in ~~analysis within sufficient time for it to assist~~ ~~be considered by~~ the Board, as appropriate, in its initial review or final determination on the application.

Board Action on Application

Completed applications may be considered for approval by the Board only after completion of the economic impact evaluation and the school facilities impact analysis and receipt of the comptroller's certification, as required by the Act.

Public Hearing

The Board's final determination ~~on an of the~~ application shall be made ~~only~~ after a public hearing at which the Superintendent, ~~District the District's~~ consultants, the applicant, and members of the public ~~may provide input and information concerning~~ ~~shall have a reasonable opportunity to present their views on~~ the proposed application.

The comptroller's ~~certification~~ ~~recommendation~~ shall be ~~publicly~~ disclosed at the public hearing.

The public hearing shall be ~~held~~ ~~scheduled~~ at ~~such~~ a time ~~that allows so as to enable~~ the Board to approve or disapprove an application before the ~~expiration of 151st day after~~ the application ~~review period was filed with the District,~~ unless the ~~Superintendent or Board has previously granted an extension of this~~ deadline ~~has~~ been extended.

~~Board~~ Findings of Fact

~~After the public hearing~~ ~~Prior to final approval of an agreement,~~ the Board shall ~~make specific written~~ ~~deliberate and adopt such~~ findings ~~of fact regarding the application as are~~ required by law. [See CCGB(LEGAL) at Approval], ~~including but not limited to findings:~~

~~1. As to each criterion listed in Tax Code 313.026;~~

~~2. As to each criterion required by Tax Code 313.025(f 1), if applicable;~~

	<p>3. That the information in the application is true and correct;</p> <p>4. That the applicant is eligible for the limitation on the appraised value of the entity's qualified property; and</p> <p>5. That making a determination granting the application is in the best interest of the District and the state.</p>
Adoption of Agreement	<p>After considering the comptroller's certification, the and economic impact evaluation, the school facilities impact analysis, report, the information from District supplied by the District's consultants, and any the reports and recommendations of other relevant information- state agencies, and input received at the public hearing, the Board may approve the application and enter into an agreement that complies with all legal requirements. [See CCGB(LEGAL) at Agreement] The Board shall also consider and may adopt an agreement with the applicant to , which agreement shall provide for protection from and/ or compensation for any financial risks undertaken by the District in accepting the application.</p> <p>If the comptroller has not certified the application, no action may be taken.</p> <p>Any agreement adopted by the Board under Chapter 313 of the Tax Code must disclose all consideration promised in conjunction with the application and/or the limitation agreement.</p>
Substantive Documents	<p>Unless claimed by the applicant to be confidential, the following shall be considered to be substantive documents and defined in this policy and shall be available for public inspection:</p> <ul style="list-style-type: none">• All sections of any application;• All reports presented to the Board by its consultants, after presentation to the Board; and• All resolutions, findings of fact, agreements, and any other documents adopted by the Board. <p>All documents required by comptroller's rules or by state law to be filed with the State of Texas shall be transmitted within seven days of adoption.</p>
Applicant's Claim of Information Confidentiality	<p>At the time of submitting an application or any amendment or supplement thereto, an applicant may request that all or parts of the documents not be posted on the internet and not be otherwise publicly released. In order to make such a request, the applicant shall submit a written request that:</p>

- ~~1. Specifically lists each document or portion of a document and each entry in any form prescribed by the comptroller that the applicant contends is confidential;~~
- ~~2. Identifies specific, detailed reasons why the applicant believes each item listed should be considered confidential and identifies any relevant legal authority in support of the request;~~
- ~~3. Segregates the documents that are subject to the request from the other documents not subject to the request but submitted with the application; and~~
- ~~4. Clearly designates each document subject to the request as "confidential."~~

Waiver of Jobs
Requirement

~~The~~ At the time of the original application, or at any other time during the course of a Chapter 313 agreement, the Board may waive the new jobs creation requirement in accordance with the law. [See CCGB(LEGAL) at Waiver of New Jobs Creation Requirement] of Section 313.021(2)(A)(iv)(b) or 313.051(b) of the Tax Code and may approve an application if the Board makes a finding that the jobs creation requirement exceeds the industry standard for the number of employees reasonably necessary for the operation of the facility described in the application.

If ~~an~~the applicant ~~makes~~seeks a job waiver, the applicant shall submit to the District as part of the application or an amended application a separate, clearly marked set of documentation on which the applicant intends to rely to demonstrate that the jobs creation requirement exceeds the industry standard for the number of employees reasonably necessary for the operation of the facility by the applicant.

In the event that such a request ~~subsequent to~~is made other than at the time of the original application, the Board ~~may~~shall charge the applicant a fee to cover the costs of any consultant ~~an application amendment fee.~~

Enforcement
Proceedings

In the event that the Superintendent determines that an agreement holder has committed a material breach of the agreement with the District, the Superintendent shall provide the applicant with written notice of the facts the Superintendent believes to have caused the material breach of the agreement, as well as the cure proposed by the District, if a cure is possible.

Not later than the 90th day after sending such a notice, the Superintendent shall schedule a Board hearing, at which the agreement holder shall be given the opportunity to present to the Board any facts or arguments showing that it is not in material breach of its

~~obligations under the agreement or that it has cured or undertaken to cure any such material breach.~~

~~After hearing from both sides, the Board shall make findings as to whether or not a material breach of the agreement has occurred, the date such breach occurred, if any, and whether or not any such breach has been cured. After making its determination regarding an alleged breach, the Board shall cause the agreement holder to be notified in writing of the determination.~~

~~In the event that the Board determines that such a breach has occurred and has not been cured, the Board may commence enforcement proceedings.~~

~~Tax Credit Eligibility~~

~~An applicant meeting all requirements in Tax Code Chapter 313 and the agreement shall become eligible to receive tax credits under the provisions of Tax Code Chapter 313, Subchapter D. The District shall begin the processing of an applicant's tax credit request following the payment by the applicant of all ad valorem taxes due to the District of taxes levied in each year of the qualifying time period as defined by Tax Code 313.021(4).~~

~~Tax Credit
Application
Requirements~~

~~An applicant seeking tax credits under the provisions of Tax Code Chapter 313, Subchapter D must file with the District a completed comptroller's tax credit application form signed by the applicant. The submission shall not be earlier than the date the property taxes are paid for the last year of the qualifying time period. The comptroller's form shall be accompanied by a tax receipt from the collector of taxes for the District showing full payment of District ad valorem taxes on the qualified property for each year of the qualifying time period.~~

~~Applicant Reporting
Obligations~~

~~During the course of its Chapter 313 agreement with the District, the agreement holder shall designate a responsible party to the District, who shall be the primary contact person for the agreement holder. The agreement holder shall be responsible for timely making any and all reports, including but not limited to the comptroller's annual eligibility report and the biennial progress report, that are or may be required by the Board in making the requisite finding under the provisions of law or administrative regulation and that may be required to be submitted by the applicant to the comptroller under provisions of Section 313.032 of the Tax Code. The agreement holder shall forward to the District a copy of all such required reports or certifications contemporaneously with the filing thereof. The obligation to make all such required filings shall be a material obligation of the agreement.~~

~~An agreement holder shall keep the District updated with any changes in the following information:~~

- ~~1. Changes of the authorized representative(s);~~
- ~~2. Changes to the location and contact information for the approved applicant, including all members of the combined group participating in the limitation agreement;~~
- ~~3. Copies of any assignments of the agreement and contact information for authorized representatives of any assignees;~~
- ~~4. All required comptroller reports;~~
- ~~5. Required updates to vendor conflict of interest disclosure forms; and~~
- ~~6. Any other significant developments concerning the project's operations affecting the agreement.~~

~~District Reporting
Obligations~~

~~If the comptroller requests information reasonably necessary to complete the recommendation or economic impact evaluations, the Superintendent shall provide the requested information within 20 working days from the date of the request. The Superintendent may request an extension of time, not to exceed ten working days, to provide to the comptroller the additional information.~~

Superintendent
Responsibilities ~~After~~
~~Agreement/~~
~~Delegation~~

During the term of any agreement, the Superintendent shall ensure that all reporting requirements ~~are under Chapter 313~~ ~~are being~~ met in a timely ~~manner~~ ~~fashion~~ by the District and the ~~applicant~~ ~~agreement holder~~. The Superintendent is authorized to delegate this function to ~~District consultants~~ ~~outside consultants~~; however, any fees for the consultants shall be reimbursed to the District by the applicant, or, in the alternative, the consultant may send an invoice for such fees directly to the agreement holder, with a copy to be provided to the District

**Statements
Regarding Conflicts
of Interest**

Each Board member and any District employee who is a local government official under Local Government Code Chapter 176 shall submit a conflict of interest statement confirming or denying the existence of a conflict of interest or a substantial business interest in each project that is the subject of an application, agreement, or amendment to an agreement with the District. Within 60 days after each Board election or the appointment of a Board member, each new Board member shall complete a statement. The completed statements shall be retained by the District with each affected application or agreement. If a conflict or substantial interest exists, the appropriate disclosure forms shall be completed and filed as required by law.

[See
DATE ISSUED: 11/21/17/2019
UPDATE: 11/14/17
CCGB(LOCAL)-X

~~The Superintendent shall provide to the applicant and the District's consultants a copy of the economic impact evaluation and the facilities impact study upon receipt thereof.~~

~~The Superintendent shall direct the District's consultant to provide backup data and underlying calculations in the event that an agreement holder requests such information in connection with the calculation of any tax credit, hold harmless payment, supplemental payment or other payment charged to the agreement holder on the basis of calculations made by the consultant on the District's behalf.~~

~~In the event that the District is requested to indicate its support or "non-opposition" to a proffered application to the Foreign Trade Zones Board concerning the creation of a new foreign trade zone or the expansion of an existing foreign trade zone in accordance with the provisions of 19 U.S.C. 810(e) that is within the territorial boundaries of the District, the Board may require the proponent or operator of the foreign trade zone to enter into an agreement outlining financial and/or other appropriate terms relating to the District's support for the foreign trade zone request.~~

~~In negotiating such agreement, the District may engage attorneys and/or appropriate consultants to advise them in the review of the foreign trade zone application. The foreign trade zone proponent or operator shall reimburse the District for all necessary and reasonable legal, consulting, or other professional fees incurred by the District in connection with review of the foreign trade zone request and the negotiation and drafting of an appropriate agreement.~~

ADOPTED:

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OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

Investment Authority

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

**Approved
Investment
Instruments**

From those investments authorized by law and described further in CDA(LEGAL) under Authorized Investments, the Board shall permit investment of District funds, **including bond proceeds and pledged revenue to the extent allowed by law**, in only the following investment types, consistent with the strategies and maturities defined in this policy:

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

Safety

The primary goal of the investment program is to ensure safety of principal, to maintain liquidity, and to maximize financial returns within current market conditions in accordance with this policy. Investments shall be made in a manner that ensures the preservation of capital in the overall portfolio, and offsets during a 12-month period any market price losses resulting from interest-rate fluctuations by income received from the balance of the portfolio. No indi-

OTHER REVENUES
INVESTMENTS

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vidual investment transaction shall be undertaken that jeopardizes the total capital position of the overall portfolio.

**Investment
Management**

In accordance with Government Code 2256.005(b)(3), the quality and capability of investment management for District funds shall be in accordance with the standard of care, investment training, and other requirements set forth in Government Code Chapter 2256.

**Liquidity and
Maturity**

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

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

Diversity

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

**Monitoring Market
Prices**

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

**Monitoring Rating
Changes**

In accordance with Government Code 2256.005(b), the investment officer shall develop a procedure to monitor changes in investment ratings and to liquidate investments that do not maintain satisfactory ratings.

Funds/~~+~~Strategies

Investments of the following fund categories shall be consistent with this policy and in accordance with the applicable strategy defined below. All strategies described below for the investment of a particular fund should be based on an understanding of the suitability of an investment to the financial requirements of the District and consider preservation and safety of principal, liquidity, marketability of an investment if the need arises to liquidate before maturity, diversification of the investment portfolio, and yield.

Operating Funds

Investment strategies for operating funds (including any commingled pools containing operating funds) shall have as their primary

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

	objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.
Custodial Agency Funds	Investment strategies for custodial agency funds shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.
Debt Service Funds	Investment strategies for debt service funds shall have as their primary objective sufficient investment liquidity to timely meet debt service payment obligations in accordance with provisions in the bond documents. Maturities longer than one year are authorized provided legal limits are not exceeded.
Capital Project Funds	Investment strategies for capital project funds shall have as their primary objective sufficient investment liquidity to timely meet capital project obligations. Maturities longer than one year are authorized provided legal limits are not exceeded.
Internal Service Funds	Investment strategies for internal service funds shall have as their primary objective preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.
Safekeeping and Custody	The District shall retain clearly marked receipts providing proof of the District's ownership. The District may delegate, however, to an investment pool the authority to hold legal title as custodian of investments purchased with District funds by the investment pool.
Sellers of Investments	<p>Prior to handling investments on behalf of the District, a broker/dealer or a qualified representative of a business organization must submit required written documents in accordance with law. [See Sellers of Investments, CDA(LEGAL)]</p> <p>Representatives of brokers/dealers shall be registered with the Texas State Securities Board and must have membership in the Securities Investor Protection Corporation (SIPC) and be in good standing with the Financial Industry Regulatory Authority (FINRA).</p>
Soliciting Bids for CDs	In order to get the best return on its investments, the District may solicit bids for certificates of deposit in writing, by telephone, or electronically, or by a combination of these methods.
Interest Rate Risk	<p>To reduce exposure to changes in interest rates that could adversely affect the value of investments, the District shall use final and weighted-average-maturity limits and diversification.</p> <p>The District shall monitor interest rate risk using weighted average maturity and specific identification.</p>

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

Internal Controls

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

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

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

Annual Review

The Board shall review this investment policy and investment strategies not less than annually and shall document its review in writing, which shall include whether any changes were made to either the investment policy or investment strategies.

Annual Audit

In conjunction with the annual financial audit, the District shall perform a compliance audit of management controls on investments and adherence to the District's established investment policies.

PURCHASING AND ACQUISITION

CH
(LOCAL)

Purchasing Authority	The Board delegates to the Superintendent or designee the authority to make budgeted purchases for goods or services.
Purchasing Procedures	The Superintendent shall develop purchasing procedures to implement the requirements of state and federal law. [See also CB, CBB, CH(LEGAL), and COA]
Purchasing Method	The Board delegates to the Superintendent or designee the authority to determine the method of purchasing in accordance with CH(LEGAL) or CBB(LEGAL), as appropriate.
Competitive Bidding	<p>If competitive bidding is chosen as the purchasing method, the Superintendent or designee shall prepare bid specifications. All bids shall be in accordance with administrative regulations, and the submission of any electronic bids shall also be in accordance with Board-adopted rules. All bidders shall be invited to attend the bid opening. Any bid may be withdrawn prior to the scheduled time for opening. Bids received after the specified time shall not be considered.</p> <p>The District may reject any and all bids in accordance with state or federal law, as applicable.</p>
Competitive Sealed Proposals	<p>If competitive sealed proposals are chosen as the purchasing method, the Superintendent or designee shall prepare the request for proposals and/or specifications for items to be purchased. All proposals shall be in accordance with administrative regulations, and the submission of any electronic proposals shall also be in accordance with Board-adopted rules. Proposals received after the specified time shall not be considered. Proposals shall be opened at the time specified, and all proposers shall be invited to attend the proposal opening. Proposals may be withdrawn prior to the scheduled time of opening. Changes in the content of a proposal, and in prices, may be negotiated after proposals are opened.</p> <p>The District may reject any and all proposals in accordance with state or federal law, as applicable.</p>
Electronic Bids or Proposals	Bids or proposals that the District has chosen to accept through electronic transmission shall be administered in accordance with Board-adopted rules. Such rules shall safeguard the integrity of the competitive procurement process; ensure the identification, security, and confidentiality of electronic bids or proposals; and ensure that the electronic bids or proposals remain effectively unopened until the proper time.
Responsibility for Debts	The Board shall assume responsibility for debts incurred in the name of the District so long as those debts are for purchases made in accordance with the adopted budget, state law, Board policy, and the District's purchasing procedures. [See CE]- The Board

PURCHASING AND ACQUISITION

CH
(LOCAL)

shall not be responsible for debts incurred by persons or organizations not directly under Board control. Persons making unauthorized purchases shall assume full responsibility for all such debts.

**Purchase
Commitments**

All purchase commitments shall be made by the Superintendent ~~or~~ ~~designee~~ in accordance with administrative procedures, including the District's purchasing procedures.

Personal Purchases

District employees shall not be permitted to make purchases for personal use through the District's business office.

SAFETY PROGRAM/RISK MANAGEMENT
EMERGENCY PLANS

CKC
(LOCAL)

**Emergency
Operations Plan**

The Superintendent shall ensure updating of the District's ~~Emergency Operations Plan~~ **emergency operations plan** and ongoing staff training.

As required by law, the emergency operations plan shall include the District's procedures addressing:

1. ~~Reasonable~~ **Reasonable** security measures when District property is used as a polling place;
2. **Response to an active shooter emergency; and**

Access to campus buildings and materials necessary for a substitute teacher to carry out the duties of a District employee during an emergency or an emergency drill.

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 police officers.
Supervisory Authority	The chief of police shall be accountable to and shall report to the Superintendent. In accordance with law, the Superintendent shall not delegate this supervisory responsibility.
Jurisdiction	The jurisdiction of police officers 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>Police officers 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. Subject to limitations in law, District police officers 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, District police officers 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, rules, and regulations 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 directed by the chief of police and approved by the Superintendent.8. Carry out all other duties as directed by the chief of police or Superintendent.

SAFETY PROGRAM/RISK MANAGEMENT
SECURITY PERSONNEL

CKE
(LOCAL)

District police officers shall not be assigned routine classroom discipline or administrative tasks.

*Temporary
Assignment*

District police officers shall enforce all laws, including municipal ordinances, county ordinances, and state laws within another law enforcement agency's jurisdiction while temporarily assigned to the other agency.

Limitations on
Nonschool
Employment

No officer commissioned under this policy shall provide law enforcement or security services for an outside employer without prior written approval from the chief of police and 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 chief of police 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 chief of police, 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(LEGAL)]

Training

All District officers shall receive at least the minimum amount of education and training required by law.

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 chief of police and the Superintendent shall review the manual annually and make any appropriate revisions.

Racial Profiling

The chief of police shall develop and implement regulations to ensure compliance with state law regarding racial profiling. Police officers 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.

SAFETY PROGRAM/RISK MANAGEMENT
SECURITY PERSONNEL

CKE
(LOCAL)

*High-Speed
Pursuit*

Officers shall not engage in high-speed chases in a motor vehicle when the immediate danger to the public or the officer created 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 a 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](#) ~~COMPLAINTS AGAINST PEACE OFFICERS~~ at [CKE](#) ~~CKE~~ (LEGAL)]

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

TECHNOLOGY RESOURCES

CQ
(LOCAL)

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

**Availability of
Access**

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

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:

TECHNOLOGY RESOURCES

CQ
(LOCAL)

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 websites 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]

Electronically Signed Documents

At the District's discretion, the District may make certain transactions available online, including student admissions documents,

student grade and performance information, contracts for goods and services, and employment documents.

To the extent the District offers transactions electronically, the District may accept electronic signatures in accordance with this policy.

When accepting electronically signed documents or digital signatures, the District shall comply with rules adopted by the Department of Information Resources, to the extent practicable, to:

- Authenticate a digital signature for a written electronic communication sent to the District;
- Maintain all records as required by law;
- Ensure that records are created and maintained in a secure environment;
- Maintain appropriate internal controls on the use of electronic signatures;
- Implement means of confirming transactions; and
- Train staff on related procedures as necessary.

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 website.~~
- 4.1. Publication through broadcast media.

TECHNOLOGY RESOURCES
CYBERSECURITY

CQB
(LOCAL)

Plan	The District shall develop a cybersecurity plan to secure the District's cyberinfrastructure against a cyberattack or any other cybersecurity incidents, determine cybersecurity risk, and implement appropriate mitigation planning.
Coordinator	The Superintendent shall designate a cybersecurity coordinator. The cybersecurity coordinator shall serve as the liaison between the District and the Texas Education Agency (TEA) in cybersecurity matters and as required by law report to TEA breaches of system security.
Training	Each District employee and Board member shall annually complete the cybersecurity training program designated by the District. The District shall verify and report compliance with staff training requirements to the Department of Information Resources. Additionally, the District shall complete periodic audits to ensure compliance with the cybersecurity training requirements.
Security Breach Notifications	<p>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:</p> <ol style="list-style-type: none">1. Written notice.2. Email, if the District has email addresses for the affected persons.3. Conspicuous posting on the District's websites.4. Publication through broadcast media. <p>The District's cybersecurity coordinator shall disclose a breach involving sensitive, protected, or confidential student information to TEA and parents in accordance with law.</p>

REDUCTION IN FORCE
FINANCIAL EXIGENCY

DFFA
(LOCAL)

**Plan to Reduce
Personnel Costs**

If the Superintendent determines that there is a need to reduce personnel costs, the Superintendent shall develop, in consultation with the Board as necessary, a plan for reducing costs that may include one or more of the following:

- Salary reductions [see DEA];
- Furloughs [see DEA];
- ~~Furloughs, if the District has received from the commissioner of education certification of a reduction in funding under Education Code 42.009 [see CBA and DEA];~~
- Reductions in force of contract personnel due to financial exigency, if the District meets the standard for declaring a financial exigency as defined by the commissioner [see CEA and provisions at [Reduction in Force Due to Financial Exigency](#) ~~REDUCTION IN FORCE DUE TO FINANCIAL EXIGENCY~~, below];
- Reductions in force of contract personnel due to program change [see DFFB]; or
- Other means of reducing personnel costs.

A plan to reduce personnel costs may include the reduction of personnel employed pursuant to employment arrangements not covered at [Applicability](#) ~~APPLICABILITY~~, below.

- See DCD for the termination at any time of at-will employment.
- See DFAB for the termination of a probationary contract at the end of the contract period.
- See DFCA for the termination of a continuing contract, if applicable.
- See DCE for the termination at the end of the contract period of a contract not governed by Chapter 21 of the Education Code.

**Reduction in Force
Due to Financial
Exigency**

Applicability

The following provisions shall apply when a reduction in force due to financial exigency requires:

1. The nonrenewal or termination of a term contract;
2. The termination of a probationary contract during the contract period; or
3. The termination of a contract not governed by Chapter 21 of the Education Code during the contract period.

REDUCTION IN FORCE
FINANCIAL EXIGENCY

DFFA
(LOCAL)

Definitions

Definitions used in this policy are as follows:

1. "Nonrenewal" shall mean the termination of a term contract at the end of the contract period.
2. "Discharge" shall mean termination of a contract during the contract period.

General Grounds

A reduction in force may take place when the Superintendent recommends and the Board adopts a resolution declaring a financial exigency. [See CEA]- A determination of financial exigency constitutes sufficient reason for nonrenewal or sufficient cause for discharge.

Employment Areas

When a reduction in force is to be implemented, the Superintendent shall recommend the employment areas to be affected.

Employment areas may include, for example:

1. Elementary grades, levels, subjects, departments, or programs.
2. Secondary grades, levels, subjects, departments, or programs, including career and technical education subjects.
3. Special programs, such as gifted and talented, bilingual/ESL programs, special education and related services, compensatory education, or migrant education.
4. Disciplinary alternative education programs (DAEPs) and other discipline management programs.
5. Counseling programs.
6. Library programs.
7. Nursing and other health services programs.
8. An educational support program that does not provide direct instruction to students.
9. Other District-wide programs.
10. An individual campus.
11. Any administrative position, unit, or department.
12. Programs funded by state or federal grants or other dedicated funding.
13. Other contractual positions.

The Superintendent's recommendation may address whether any employment areas should be:

REDUCTION IN FORCE
FINANCIAL EXIGENCY

DFFA
(LOCAL)

1. Combined or adjusted (e.g., “elementary programs” and “compensatory education programs” can be combined to identify an employment area of “elementary compensatory education programs”); and/or
2. Applied on a District-wide or campus-wide basis (e.g., “the counseling program at [named elementary campus]”).

The Board shall determine the employment areas to be affected.

Criteria for Decision

The Superintendent ~~or designee~~ shall apply the following criteria to the employees within an affected employment area when a reduction in force will not result in the nonrenewal or discharge of all staff in the employment area. The criteria are listed in the order of importance and shall be applied sequentially to the extent necessary to identify the employees who least satisfy the criteria and therefore are subject to the reduction in force. For example, if all necessary reductions can be accomplished by applying the first criterion, it is not necessary to apply the second criterion, and so forth.

1. Qualifications for Current or Projected Assignment: Certification, multiple or composite certifications, bilingual certification, licensure, endorsement, and/or specialized or advanced content-specific training or skills for the current or projected assignment.
- ~~2.~~ Performance: Effectiveness, as reflected by ~~the:~~
 - ~~a.~~ The most recent formal appraisal and, if available, consecutive formal appraisals from more than one year [see DNA]; and ~~any~~
 - ~~b.~~ Any other written evaluative information, including disciplinary information, from the last 36 months.

If the Superintendent ~~or designee~~ at his or her discretion decides that the documented performance differences between two or more employees are too insubstantial to rely upon, he or she may proceed to apply the remaining criteria in the order listed below.

- ~~3.~~2. Extra Duties: Currently performing an extra-duty assignment, such as department or grade-level chair, band director, athletic coach, or activity sponsor.
- ~~4.~~3. Professional Background: Professional education and work experience related to the current or projected assignment.
- ~~5.~~4. Seniority: Length of service in the District, as measured from the employee’s most recent date of hire.

REDUCTION IN FORCE
FINANCIAL EXIGENCY

DFFA
(LOCAL)

Superintendent Recommendation	The Superintendent shall recommend to the Board the nonrenewal or discharge of the identified employees within the affected employment areas.
Board Vote	<p>After considering the Superintendent's recommendations, the Board shall determine the employees to be proposed for nonrenewal or discharge, as appropriate.</p> <p>If the Board votes to propose nonrenewal of one or more employees, the Board shall specify the manner of hearing in accordance with DFBB(LOCAL).</p> <p>If the Board votes to propose discharge of one or more employees, the Board shall determine whether the hearing will be conducted by a TEA-appointed hearing examiner [see DFD] or will be a local hearing under Education Code 21.207 [see DFBB].</p>
Notice	<p>The Superintendent or designee shall provide each employee written notice of the proposed nonrenewal or discharge, as applicable. The notice shall include:</p> <ol style="list-style-type: none">1. The proposed action, as applicable;2. A statement of the reason for the proposed action; and3. Notice that the employee is entitled to a hearing of the type determined by the Board.
Consideration for Available Positions	<p>An employee who has received notice of proposed nonrenewal or discharge may apply for available positions for which he or she wishes to be considered. The employee is responsible for reviewing posted vacancies, submitting an application, and otherwise complying with District procedures.</p> <p>If the employee meets the District's objective criteria for the position and is the most qualified internal applicant, the District shall offer the employee the position until:</p> <ol style="list-style-type: none">1. Final action by the Board to end the employee's contract, if the employee does not request a hearing.2. The evidentiary hearing by the independent hearing examiner, the Board, or other person designated in DFBB(LOCAL), if the employee requests a hearing.
Hearing Request	An employee receiving notice of proposed nonrenewal of a term contract may request a hearing in accordance with DFBB.
Nonrenewal: Term Contract	
Discharge: Chapter 21 Contract	An employee receiving notice of proposed discharge from a contract governed by Chapter 21 of the Education Code may request a

REDUCTION IN FORCE
FINANCIAL EXIGENCY

DFFA
(LOCAL)

hearing. The hearing shall be conducted in accordance with DFD or the nonrenewal hearing process in DFBB, as determined by the Board and specified in the notice of proposed discharge.

Discharge:
Non-Chapter 21
Contract

An employee receiving notice of proposed discharge during the period of an employment contract not governed by Chapter 21 of the Education Code may request a hearing before the Board or its designee in accordance with DCE.

Final Action

Hearing Requested

If the employee requests a hearing, the Board shall take final action after the hearing in accordance with DCE, DFBB, or DFD, as applicable, and shall notify the employee in writing.

No Hearing
Requested

If the employee does not request a hearing, the Board shall take final action in accordance with DCE, DFBB, or DFD, as applicable, and shall notify the employee in writing.

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

Each District employee shall perform his or her duties in accordance with state and federal law, District policy, and ethical standards. The District holds all employees accountable to the Educators' Code of Ethics. [See DH(EXHIBIT)]

Each District employee shall recognize and respect the rights of students, parents, other employees, and members of the community and shall work cooperatively with others to serve the best interests of the District.

An employee wishing to express concern, complaints, or criticism shall do so through appropriate channels. [See DGBA]

**Violations of
Standards of
Conduct**

Each employee shall comply with the standards of conduct set out in this policy and with any other policies, regulations, and guidelines that impose duties, requirements, or standards attendant to his or her status as a District employee. Violation of any policies, regulations, or guidelines, including intentionally making a false claim, offering a false statement, or refusing to cooperate with a District investigation, may result in disciplinary action, including termination of employment. [See DCD and DF series]

Weapons Prohibited

The District prohibits the use, possession, or display of any firearm, location-restricted knife, club, or prohibited weapon, as defined at FNCG, on District property at all times.

Exceptions

No violation of this policy occurs when:

1. Use or possession of a firearm by a specific employee is authorized by Board action. [See CKE]
2. A District employee who holds a Texas handgun license stores a handgun or other firearm in a locked vehicle in a parking lot, parking garage, or other parking area provided by the District, provided the handgun or other firearm is not ~~loaded and not~~ in plain view; or
3. The use, possession, or display of an otherwise prohibited weapon takes place as part of a District-approved activity supervised by proper authorities. [See FOD]

**Electronic
Communication**

Use with Students

A certified employee, licensed employee, or any other employee designated in writing by the Superintendent or a campus principal may use electronic communication, as this term is defined by law, with currently enrolled students only about matters within the scope of the employee's professional responsibilities.

Unless an exception has been made in accordance with the employee handbook or other administrative regulations, an employee

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

shall not use a personal electronic communication platform, application, or account to communicate with currently enrolled students.

Unless authorized above, all other employees are prohibited from using electronic communication directly with students who are currently enrolled in the District. The employee handbook or other administrative regulations shall further detail:

1. Exceptions for family and social relationships;
2. The circumstances under which an employee may use text messaging to communicate with individual students or student groups;
3. Hours of the day during which electronic communication is discouraged or prohibited; and
4. Other matters deemed appropriate by the Superintendent or designee.

In accordance with ethical standards applicable to all District employees [see DH(EXHIBIT)], an employee shall be prohibited from using electronic communications in a manner that constitutes prohibited harassment or abuse of a District student; adversely affects the student's learning, mental health, or safety; includes threats of violence against the student; reveals confidential information about the student; or constitutes an inappropriate communication with a student, as described in the Educators' Code of Ethics.

An employee shall have no expectation of privacy in electronic communications with students. Each employee shall comply with the District's requirements for records retention and destruction to the extent those requirements apply to electronic communication. [See CPC]

Personal Use	All employees shall be held to the same professional standards in their public use of electronic communication as for any other public conduct. If an employee's use of electronic communication violates state or federal law or District policy, or interferes with the employee's ability to effectively perform his or her job duties, the employee is subject to disciplinary action, up to and including termination of employment.
Reporting Improper Communication	In accordance with administrative regulations, an employee shall notify his or her supervisor when a student engages in improper electronic communication with the employee.
Disclosing Personal Information	An employee shall not be required to disclose his or her personal email address or personal phone number to a student.

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

Safety Requirements Each employee shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor.

Harassment or Abuse An employee shall not engage in prohibited harassment, including sexual harassment, of:

1. Other employees. [See DIA]
2. Students. [See FFH; see FFG regarding child abuse and neglect.]

While acting in the course of employment, an employee shall not engage in prohibited harassment, including sexual harassment, of other persons, including Board members, vendors, contractors, volunteers, or parents.

An employee shall report child abuse or neglect as required by law. [See FFG]

Relationships with Students

An employee shall not form romantic or other inappropriate social relationships with students. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See FFH]

As required by law, the District shall notify the parent of a student with whom an educator is alleged to have engaged in certain misconduct. [See FFF]

Tobacco and E-Cigarettes

An employee shall not smoke or use tobacco products or e-cigarettes on District property, in District vehicles, or at school-related activities. [See also GKA]

Alcohol and Drugs / Notice of Drug-Free Workplace

As a condition of employment, an employee shall abide by the terms of the following drug-free workplace provisions. An employee shall notify the Superintendent in writing if the employee is convicted for a violation of a criminal drug statute occurring in the workplace in accordance with Arrests, Indictments, Convictions, and Other Adjudications, below.

An employee shall not manufacture, distribute, dispense, possess, use, or be under the influence of any of the following substances during working hours while on District property or at school-related activities during or outside of usual working hours:

1. Any controlled substance or dangerous drug as defined by law, including but not limited to marijuana, any narcotic drug, hallucinogen, stimulant, depressant, amphetamine, or barbiturate.
2. Alcohol or any alcoholic beverage.

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

3. Any abusable glue, aerosol paint, or any other chemical substance for inhalation.
4. Any other intoxicant or mood-changing, mind-altering, or behavior-altering drug.

An employee need not be legally intoxicated to be considered “under the influence” of a controlled substance.

Exceptions

It shall not be considered a violation of this policy if the employee:

1. Manufactures, possesses, or dispenses a substance listed above as part of the employee’s job responsibilities;
2. Uses or possesses a controlled substance or drug authorized by a licensed physician prescribed for the employee’s personal use; or
3. Possesses a controlled substance or drug that a licensed physician has prescribed for the employee’s child or other individual for whom the employee is a legal guardian.

Sanctions

An employee who violates these drug-free workplace provisions shall be subject to disciplinary sanctions. Sanctions may include:

1. Referral to drug and alcohol counseling or rehabilitation programs;
2. Referral to employee assistance programs;
3. Termination from employment with the District; and
4. Referral to appropriate law enforcement officials for prosecution.

Notice

Employees shall receive a copy of this policy.

Arrests, Indictments, Convictions, and Other Adjudications

An employee shall notify his or her principal or immediate supervisor within three calendar days of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony, any offense involving moral turpitude, and any of the other offenses as indicated below:

1. Crimes involving school property or funds;
2. Crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
3. Crimes that occur wholly or in part on school property or at a school-sponsored activity; or
4. Crimes involving moral turpitude, which include:

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

- Dishonesty; fraud; deceit; theft; misrepresentation;
- Deliberate violence;
- Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor;
- Felony possession or conspiracy to possess, or any misdemeanor or felony transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any controlled substance defined in Chapter 481 of the Health and Safety Code;
- Felony driving while intoxicated (DWI); or
- Acts constituting abuse or neglect under the Texas Family Code.

Dress and Grooming An employee's dress and grooming shall be clean, neat, in a manner appropriate for his or her assignment, and in accordance with any additional standards established by his or her supervisor and approved by the Superintendent.

SPECIAL PROGRAMS
GIFTED AND TALENTED STUDENTS

EHBB
(LOCAL)

Nomination / Referral	Students may be nominated /referred for the gifted and talented program at any time by teachers, counselors, parents, or other interested persons.
Screening and Identification Process	<p>The District shall provide assessment opportunities to complete the screening and identification process for nominated/referred students at least once per school year.</p> <p>The District shall schedule a gifted and talented program awareness session for parents that provides an overview of the assessment procedures and services for the program prior to beginning the screening and identification process.</p>
Parental Consent	The District shall obtain written parental consent before any special testing or individual assessment is conducted as part of the screening and identification process. All student information collected during the screening and identification process shall be an educational record, subject to the protections set out in policies at FL.
Identification Criteria	The Board-approved program for the gifted and talented shall establish criteria to identify gifted and talented students. The criteria shall be specific to the state definition of gifted and talented and shall ensure the fair assessment of students with special needs, such as the culturally different, the economically disadvantaged, and students with disabilities.
Assessments	Data collected through both objective and subjective assessments shall be measured against the criteria approved by the Board to determine individual eligibility for the program. Assessment tools may include, but are not limited to, the following: achievement tests, intelligence tests, creativity tests, behavioral checklists completed by teachers and parents, student/parent conferences, and available student work products.
Selection	A selection committee shall evaluate each nominated /referred student according to the established criteria and shall identify those students for whom placement in the gifted and talented program is the most appropriate educational setting. The committee shall be composed of at least three professional educators who have received training in the nature and needs of gifted students, as required by law, and shall be established at each campus.
Notification	The District shall provide written notification to parents of students who qualify for services through the District's gifted and talented program. Participation in any program or services provided for gifted students shall be voluntary, and the District shall obtain written permission from the parents before placing a student in a gifted and talented program.

SPECIAL PROGRAMS
GIFTED AND TALENTED STUDENTS

EHBB
(LOCAL)

No-Reassessment	<p>If the District reassesses students in the gifted and talented program, the reassessment shall be based on a student's performance in response to services and shall occur no more than once in elementary grades, once in middle school grades, and once in high school grades.</p> <p>The District shall not perform routine reassessments.</p>
Transfer Students	<p>When a student identified as gifted by a previous school district enrolls in the District, the selection committeeDistrict shall review-place the student's records and conduct assessment procedures when necessary to determine if placementstudent in the District's program for gifted and talented students is appropriate.</p> <p>[See FDD(LEGAL) for information regarding transfer students and the Interstate Compact on Educational Opportunities for Military Children]</p>
Furloughs	<p>The District may place on a furlough any student who is unable to maintain satisfactory performance or whose educational needs are not being met within the structure of the gifted and talented program. A furlough may be initiated by the District, the parent, or the student.</p> <p>In accordance with the Board-approved programadministrative regulations, a furlough shall be granted for specified reasons and for a specified period of time. At the end of a furlough, the student may reenter the gifted and talented program, be placed on another furlough, or be exited from the program.</p>
Exit Provisions	<p>The District shall monitor student performance in response to gifted and talented the program services. If at any time the selection committee or a parent determines it is in the best interest of the student to and his or her educational needs, the committee may exit a student from the program, if a student or parent requests removal from the program, the selection committee shall meet with the parent and student before finalizing an exit decision. honoring the request.</p>
Appeals	<p>A parent, or student, or educator may appeal any final decision of the selection committee regarding selection for or exit from the gifted and talented program. Appeals shall be made first to the selection committee. Any subsequent appeals shall be made in accordance with FNG(LOCAL) beginning at Level Two.</p>
Program Evaluation	<p>The District shall annually evaluate the effectiveness of the District's gifted and talented program, and the results of the evaluation</p>

SPECIAL PROGRAMS
GIFTED AND TALENTED STUDENTS

EHBB
(LOCAL)

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

The District's gifted and talented program shall address effective use of funds for programs and services consistent with the standards in the state plan for gifted and talented students.

The District shall annually report to the Texas Education Agency (TEA) regarding funding used to implement the District's gifted and talented program. The District shall annually certify to TEA:

1. The establishment of a gifted and talented program by the District; and
2. That the District's program is consistent with the state plan for gifted and talented students.

**Community
Awareness**

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

Safe Schools Data

The Superintendent ~~or designee~~ shall ensure that the District complies with [Texas Education Agency \(TEA\)](#) guidelines for the collection and maintenance of data regarding:

1. Mandatory expellable offenses committed at school or at a school-related or school-sponsored activity, on or off school property [see FOD];~~;~~ and
2. Any student who becomes a victim of one of the following violent criminal offenses, as defined by the Penal Code, while ~~in~~ ~~or on the premises~~~~grounds~~ of the school the student attends ~~or while attending a school-sponsored or school-related activity, on or off school property~~:
 - a. Attempted murder;
 - b. Indecency with a child;
 - c. Aggravated kidnapping;
 - d. ~~Aggravated Assault resulting in bodily injury or aggravated assault on someone other than a District employee or volunteer;~~
 - e. Sexual assault or aggravated sexual assault ~~against someone other than a District employee;~~ or volunteer;
 - f. Aggravated robbery; ~~or;~~
 - a. ~~Continuous sexual abuse of a young child or children.~~

School Safety Transfers

The parent of a student who becomes a victim of a violent criminal offense as described [in the state guidance for unsafe school choice options](#)~~above~~ or who is assigned to a campus identified by TEA as persistently dangerous shall be offered a transfer to a safe public or charter school within the District.

For each transfer requested, the District shall explore transfer options, as appropriate. Options may include a transfer agreement with another school district.

From a Persistently Dangerous School

The parent of a student attending a school identified as persistently dangerous shall be provided notification of his or her right to request a transfer. Notification shall occur at least 14 days prior to the start of the school year or, for a student enrolling subsequently, upon the student's enrollment.

The parent must submit to the Superintendent ~~or designee~~ an application for transfer. The Superintendent ~~or designee~~ shall complete the transfer prior to the beginning of the school year, if applicable, or within 14 calendar days of the request for a subsequently enrolling student.

ADMISSIONS
SCHOOL SAFETY TRANSFERS

FDE
(LOCAL)

Any transfer arranged for a student from a campus identified by TEA as persistently dangerous shall be renewed so long as the campus from which the student transferred retains that designation.

The District shall maintain, in accordance with the District's record retention schedule, documentation of notification to parents of the transfer option, transfer applications submitted, and action taken.

For a Victim of a
Violent Criminal
Offense

Within 14 calendar days after a violent criminal offense described above occurs in or on the ~~premises~~~~grounds~~ of the school the student attends ~~or while attending a school-sponsored or school-related activity, on or off school property~~, the District shall notify the parent of a student who is a victim of the offense of the parent's right to request a transfer. The parent must submit to the Superintendent ~~or designee~~ an application for transfer. The Superintendent ~~or designee~~ shall approve or disapprove the request within 14 calendar days of its submission.

Any transfer arranged for a student who was a victim of a violent crime as described above shall be renewed so long as the threat to the student exists at the campus to which the student would typically be assigned.

For each offense, the District shall maintain for at least five years documentation of the nature and date of the offense, notification to the parent of the transfer option, transfer applications submitted, action taken, and other relevant information regarding the offense.

**Additional Transfer
Options**

In circumstances described by Education Code 25.0341, a parent of a student who has been the victim of a sexual assault, regardless of whether the offense occurred on or off school property, may request a transfer of the parent's child or the student assailant from the same campus.

[For other transfer provisions, see ~~See~~ also FDA and FDB.]

WELLNESS AND HEALTH SERVICES
PHYSICAL EXAMINATIONS

FFAA
(LOCAL)

**Required Medical
Clearance**

**Prior to participating
in a designated
University
Interscholastic
League (UIL)
Participation**

Additional Screening

Referrals

Notice of Lice

~~A student desiring to participate in the UIL athletic program or other~~
District extracurricular program identified by the Superintendent, a
student shall undergo a physical examination annually and shall
submit ~~annually~~ a statement from an authorized ~~a~~ health-care pro-
vider ~~authorized under UIL rules~~ indicating that the student has
been examined and ~~medically cleared~~ ~~is physically able~~ to partici-
pate in the ~~athletic~~ program.

The District may provide additional screening as District and com-
munity resources permit.

Parents of students identified through any screening programs as
needing treatment or further examination shall be advised of the
need and referred to appropriate health agencies.

A school nurse or administrator who discovers or becomes aware
that a child enrolled in a District elementary school has lice shall
provide written or electronic notice to parents within the time
frames prescribed in law.

**Threat Assessment
and Safe and
Supportive Team**

In compliance with law, the Superintendent shall ensure that a multidisciplinary threat assessment and safe and supportive team is established to serve each campus. The Superintendent shall appoint team members. The team shall be responsible for developing and implementing a safe and supportive school program at each campus served by the team and shall support the District in implementing its multi-hazard emergency operations plan.

Training

Each team shall complete training provided by an approved provider on evidence-based threat assessment programs.

**Imminent Threats or
Emergencies**

A member of the team or any District employee may act immediately to prevent an imminent threat or respond to an emergency, including contacting law enforcement directly.

**Threat Assessment
Process**

The District shall develop procedures as recommended by the Texas School Safety Center. In accordance with those procedures, the threat assessment and safe and supportive team shall conduct threat assessments using a process that includes:

1. Identifying individuals, based on referrals, tips, or observations, whose behavior has raised concerns due to threats of violence or exhibition of behavior that is harmful, threatening, or violent.
2. Conducting an individualized assessment based on reasonably available information to determine whether the individual poses a threat of violence or poses a risk of harm to self or others and the level of risk.
3. Implementing appropriate intervention and monitoring strategies, if the team determines an individual poses a threat of harm to self or others. These strategies may include referral of a student for a mental health assessment and escalation procedures as appropriate.

For a student or other individual the team determines poses a serious risk of violence to self or others, the team shall immediately report to the Superintendent, who shall immediately attempt to contact the student's parent or guardian. Additionally, the Superintendent shall coordinate with law enforcement authorities as necessary and take other appropriate action in accordance with the District's multihazard emergency operations plan.

For a student the team identifies as at risk of suicide, the team shall follow the District's suicide prevention program.

STUDENT WELFARE
CRISIS INTERVENTION

FFB
(LOCAL)

For a student the team identifies as having a substance abuse issue, the team shall follow the District's substance abuse program.

For a student whose conduct may constitute a violation of the District's Student Code of Conduct, the team shall make a referral to the campus behavior coordinator or other appropriate administrator to consider disciplinary action.

As appropriate, the team may refer a student:

1. To a local mental health authority or health-care provider for evaluation or treatment; or
2. For a full individualized and initial evaluation for special education services.

The team shall not provide any mental health-care services, except as permitted by law.

Guidance to School
Community

The team shall provide guidance to students and District employees on recognizing harmful, threatening, or violent behavior that may pose a threat to another person, the campus, or the community and methods to report such behavior to the team, including through anonymous reporting.

Reports

The team shall provide reports to the Texas Education Agency as required by law.

CRISIS INTERVENTION
TRAUMA-INFORMED CARE

FFBA
(LOCAL)

**Trauma-Informed
Care Program**

The District's trauma-informed care program, as included in the District improvement plan, shall provide for the integration of trauma-informed care practices in the school environment, including increasing staff and parent awareness of trauma-informed care, implementation of trauma-informed practices and care by District and campus staff, and providing information about available counseling options for students affected by trauma or grief.

Training

The District shall provide training in trauma-informed care to District educators as required by law. The District improvement plan shall specify required training for any other District employees as applicable.

Annual Report

The District shall provide an annual report to the Texas Education Agency on the number of employees who have participated in trauma-informed care training.

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 CPC]

Custodian of Records

The ~~principal~~~~principal~~ is custodian of all records for currently enrolled students. ~~The Superintendent~~~~The Superintendent~~ 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

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(LOCAL)

- c. Immunization records. [See FFAB]
6. Attendance records.
7. Student questionnaires.
8. Records of teacher, [school](#) 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 [requester's](#) ~~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 [school](#) 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-

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(LOCAL)

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, 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.
1. A person appointed to serve on a team to support the District's safe and supportive school program.

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:

- ~~1-5.~~ Working with the student;
- ~~2-6.~~ Considering disciplinary or academic actions, the student's case, or an individualized education program for a student with disabilities;
- ~~3-7.~~ Compiling statistical data;
- ~~4-8.~~ Reviewing an education record to fulfill the official's professional responsibility; or
- ~~5-9.~~ 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 ~~timeline~~~~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~~]~~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 ~~executive director of student services~~~~executive director of student services~~ 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 office of student services~~~~the office of student services~~.

**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**

Directory information for District students has been classified into two separate categories:

1. Items for use only for school-sponsored purposes; and

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(LOCAL)

2. Items for all other purposes.

School-Sponsored
Purposes

For the following school-sponsored purposes—all District publications and announcements~~all District publications and announcements~~—directory information shall include 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~~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.~~

All Other Purposes

For all other purposes, directory information shall include 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.~~For all other purposes, directory information shall include 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**

As authorized by law, the District shall charge a ~~requester~~requester for additional personnel time spent producing information for the ~~requester~~requester after personnel of the District have collectively spent:

1. 36 hours of time during the District's fiscal year; or
1. 15 hours of time during a one-month period.

**Suspension of
Public Information
Act During
Catastrophe**

2. In the event of a catastrophe, as defined by law, affecting the District, the Board delegates to the Superintendent the authority to suspend the applicability of Government Code Chapter 552 to the District for the period of time permitted by law and provide the required notices to the attorney general and public. The Board shall approve any extension of an initial suspension period.

COMMUNITY RELATIONS
CONDUCT ON SCHOOL PREMISES

GKA
(LOCAL)

**Access to District
Property**

Authorized District officials, including school resource officers and District police officers if applicable, may refuse to allow a person access to property under the District's control in accordance with law.

District officials may request assistance from law enforcement in an emergency or when a person is engaging in behavior rising to the level of criminal conduct.

**Ejection or
Exclusion under
Education Code
37.105**

In accordance with Education Code 37.105, a District official shall provide a person refused entry to or ejected from property under the District's control written information explaining the right to appeal such refusal of entry or ejection under the District's grievance process.

A person appealing under the District's grievance process shall be permitted to address the Board in person within 90 days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See FNG and GF]

**Off-Campus
Activities**

Employees shall be designated to ensure appropriate conduct of participants and others attending a school-related activity at non-District or out-of-District facilities. Those so designated shall coordinate their efforts with persons in charge of the facilities.

Prohibitions

Tobacco and
E-Cigarettes

The District prohibits smoking and the use of tobacco products and e-cigarettes on District property, in District vehicles, or at school-related activities.

Weapons

The District prohibits the unlawful use, possession, or display of any firearm, location-restricted knife, club, or prohibited weapon, as defined at FNCG, on all District property at all times.

Exceptions

No violation of this policy occurs when:

1. A Texas handgun license holder stores a handgun or other firearm in a locked vehicle in a parking lot, parking garage, or other parking area provided by the District, as long as the handgun or other firearm is not ~~loaded and not~~ in plain view; or
2. The use, possession, or display of an otherwise prohibited weapon takes place as part of a District-approved activity supervised by proper authorities. [See FOD]