



# UNITED INDEPENDENT SCHOOL DISTRICT AGENDA ACTION ITEM

**TOPIC:** First Reading of Local Policies in TASB Update 100

**SUBMITTED BY:** Gloria S. Rendon **OF** Asst. to the Superintendent

**APPROVED FOR TRANSMITTAL TO SCHOOL BOARD:** \_\_\_\_\_

**DATE ASSIGNED FOR BOARD CONSIDERATION:** August 13, 2014

**RECOMMENDATION:** It is recommended that the United ISD Board of Trustees approve First Reading of LOCAL Policies in TASB Update 100.

CKE(LOCAL): SAFETY PROGRAM/RISK MANAGEMENT - SECURITY PERSONNEL

CPC(LOCAL): OFFICE MANAGEMENT - RECORDS MANAGEMENT

CRD(LOCAL): INSURANCE AND ANNUITIES MANAGEMENT - HEALTH AND LIFE INSURANCE

DCB(LOCAL): EMPLOYMENT PRACTICES - TERM CONTRACTS

DCC(LOCAL): EMPLOYMENT PRACTICES - CONTINUING CONTRACTS

DCD(LOCAL): EMPLOYMENT PRACTICES - AT-WILL EMPLOYMENT

DCE(LOCAL): EMPLOYMENT PRACTICES - OTHER TYPES OF CONTRACTS - DELETE

FDA(LOCAL): ADMISSIONS - INTERDISTRICT TRANSFERS

FL(LOCAL): STUDENT RECORDS

GBAA(LOCAL): INFORMATION ACCESS - REQUESTS FOR INFORMATION - NEW

GKB(LOCAL): COMMUNITY RELATIONS - ADVERTISING AND FUND RAISING IN THE SCHOOLS

**RATIONALE:**

**BUDGETARY INFORMATION:**

**BOARD POLICY REFERENCE AND COMPLIANCE:**

## (LOCAL) Policy Comparison Packet

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

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

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

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

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

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

**DISTRICT POLICE  
DEPARTMENT**

**BOARD  
RESPONSIBILITY**

**SUPERVISORY  
AUTHORITY**

**PRIMARY PURPOSE**

**JURISDICTION**

**THE JURISDICTION**

**POLICE AUTHORITY  
POLICE OFFICERS  
EMPLOYED BY THE  
DISTRICT SHALL  
EMPLOYMENT**

**LIMITATION ON  
OUTSIDE  
EMPLOYMENT**

**POLICE AUTHORITY  
AND POWERS**

To ensure sufficient security and protection of ~~the~~ students, staff, and property ~~of the District~~, the Board authorizes the formation of ~~the United Independent School~~ District police department **and shall employ and commission police officers.**

The chief of police shall be accountable **to** and **shall** report to the Superintendent. In accordance with law, the Superintendent **shall may** not delegate this supervisory responsibility.

~~The primary purpose of the department is to assure the safety of the students, employees, visitors, and public.~~

**The jurisdiction of police**~~peace~~ officers **shall include**~~is~~ all territory within ~~District~~~~the~~ boundaries, **as well as** ~~of the District and~~ all ~~property~~, 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.

~~All persons employed as peace officers and other department non-commissioned employees with the District are employed at the will of the District. Nothing contained herein or in any policy, rule, regulation, or procedure of the District is intended to create, nor shall create, an expectation of continuing employment with the District.~~

~~All persons employed as peace officers and other department non-commissioned employees with the District shall abide by District policy and other department procedures, instruction, and lawful orders. District peace officers shall follow department procedure and the currently acceptable practice for the handling of all persons arrested.~~

~~District peace officers shall not otherwise utilize their commission as Texas peace officers to engage in the performance of police, peace officer, or security duties without the approval of the Superintendent. District peace officers shall not wear the District's uniform, or any part thereof, for any other employer.~~

~~Peace officers employed by the District~~ have **all** the powers, privileges, and immunities of ~~police~~~~peace~~ officers on or off duty **within the jurisdiction of the District.** ~~District police.~~ ~~Peace~~ officers shall have the authority to:

- 1. Protect the safety and welfare of any person in the jurisdiction of the District and protect the property of the District.**
- ~~4.—~~ **Enforce all laws, including municipal ordinances, county ordinances, and state laws, applicable sections of the Texas Education Code.**

- ~~2.—Prevent and investigate violations of law as needed. In doing so, District police officers may serve, ordinances, or District policy that occur on District property, at school zones and bus stops, or at District functions that involve District vehicles or buses or that involve offenses against the District or against District employees or Board members in their capacity as District employees or Board members.~~
- ~~3.—Serve search warrants in connection with District-related investigations and arrest warrants in compliance with the Texas Code of Criminal ProcedureProcedures.~~
- ~~4.2. Take juveniles into custody as provided by the Texas Family Code.~~
- ~~5.3. 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 ProcedureProcedures.~~
- ~~6.—CoordinatePatrol streets in connection with the performance of duties provided by this policy and engage in traffic enforcement activities on streets, highways, and roadways within the jurisdiction set out by this policy.~~
- ~~7.—Engage in activities and programs approved by the Superintendent designed to prevent or deter crimes against District policy or District employees, students, and visitors.~~
- ~~8.—Assist in providing traffic and parking control at athletic events, at school closings or openings, or at any other time deemed necessary by the Superintendent to ensure the safety and welfare of students, staff, and District patrons.~~
- ~~9.—Enforce laws relating to the safe operation of school buses.~~
- ~~10.4. Where appropriate, coordinate~~ and cooperate with commissioned officers of all other law enforcement agencies in the enforcement of this policy **as necessary**.
- 5. Enforce District policies on District property, in school zones, at bus stops, or at District functions.**
- ~~11.6.~~ Investigate violations of District **policy**, rules, and regulations as requested by the **Superintendent**~~District administration~~ and participate in administrative hearings concerning the alleged violations.
- 7. Carry weapons as directed by the chief of police and approved by the Superintendent.**

	<p><b>8. Carry out all other duties as directed by the chief of police or Superintendent.</b></p>
<p><b>TEMPORARY ASSIGNMENT</b></p>	<p><b>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.</b></p>
<p><b>LIMITATIONS ON NONSCHOOL EMPLOYMENT</b></p>	<p><b>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.</b></p>
<p><b>RELATIONSHIP WITH OUTSIDE AGENCIES</b></p>	<p><del>12. Participate in judicial proceedings.</del></p> <p>The <b>District's police</b> 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 <b>the</b> agencies. The chief of police and the Superintendent shall review the memorandum of understanding at least <b>once</b> every year. The <del>Board shall approve the initial</del> memorandum of understanding <b>shall be approved by the Board and subsequent changes.</b></p>
<p><b>VIDEO MONITORING IF AVAILABLE, VIDEO EQUIPMENT SHALL BE USED ON A USE OF FORCE</b></p>	<p><del>A-District police car peace officer may use as much force as is reasonably necessary to protect self and others in the performance of his or her duties as a peace officer</del> for <b>safety purposes whenever the flashing lights on the car are in use.</b></p>
<p><b>ACCESS TO RECORDINGS</b></p>	<p><b>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(LLEGAL)]</b></p>
<p><b>OFFICER TRAINING</b></p>	<p><b>All District officers shall receive at least the minimum amount of continuing education required by the Texas Commission on Law Enforcement (TCOLE).</b></p>
<p><b>DEPARTMENT REGULATIONS MANUAL</b></p>	<p><b>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.</b></p>
<p><b>RACIAL PROFILING</b></p>	<p><b>The chief of police shall develop and implement regulations to ensure compliance with state law regarding racial profiling.</b></p>

	<p><b>Police officers employed by the District shall not initiate any law enforcement action based on an individual's race, ethnicity, or national origin.</b></p>
<p><del>AND MAY USE OF FORCE</del></p>	<p><b>The use of force, including deadly force, shall be authorized only when reasonable and necessary, as outlined in the department regulations manual in life-threatening situations.</b></p>
<p><b>HIGH-SPEED PURSUIT</b></p>	<p>Officers shall not engage in high-speed chases <del>of suspected offenders</del> 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.</p> <p><b>Guidelines for high-speed pursuits shall be addressed in the department regulations manual.</b></p>
<p><del>PURSUIT</del></p>	
<p><b>COMPLAINTS</b></p>	<p><b>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 at CKE(LEGAL)]</b></p>
<p><b>APPEALS REGARDING THIS COMPLAINT PROCESS SHALL BE FILED IN ACCORDANCE WITH DGBA, FNG, OR GF, AS APPROPRIATE. QUALIFICATION AND REQUALIFICATION</b></p>	<p><del>All peace officers authorized to carry firearms and carry approved weapons and equipment shall receive training in the use and safe handling of such approved firearms, weapons, and equipment. If a peace officer fails to successfully complete the requalification course as required, he or she shall be relieved of the weapon immediately, and peace officers who have been thus disarmed shall not be assigned duties that require the bearing of arms until successful requalification has been accomplished. Firearms retraining shall be initiated immediately, and the peace officer shall attempt to requalify within ten working days from the day of the initial failure. Failure to requalify shall be cause for termination of the District peace officer for failure to meet job standards in accordance with the applicable regulations.</del></p> <p><del>All District peace officers shall qualify with, requalify with, and bear only that weapon approved and registered with the department.</del></p>

United ISD  
240903

OFFICE MANAGEMENT  
RECORDS MANAGEMENT

CPC  
(LOCAL)

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

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

DOCUMENT  
DESTRUCTION  
PRACTICES

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

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

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

~~WEBSITE~~WEB-SITE  
POSTINGS

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

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INSURANCE AND ANNUITIES MANAGEMENT  
HEALTH AND LIFE INSURANCE

CRD  
(LOCAL)

DISTRICT  
CONTRIBUTION

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

CONTINUATION  
COVERAGE

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

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



**AFTER ANY  
APPLICABLE  
PROBATIONARY  
CONTRACT PERIOD  
REQUIRED ELIGIBLE  
POSITION**

~~The Board has chosen to employ~~ by **the District**, term contracts governed, ~~as authorized~~ by **Chapter 21 of the** Education Code (educator term contracts) shall be provided to any ~~21.002 and 21.201, the following categories of full-time certified professional~~ employees in positions required by law to receive such contracts, including:

**SBEC-certified employees serving full-time as principals, assistant principals,** ~~;- teachers, school certified central office personnel, certified campus administrators, other certified professional support personnel,~~ counselors, diagnosticians, librarians, ~~full-time nurses,~~ and athletic **directors; and coordinators (head football coaches).**

**1. Full-time nurses.**

**Employees in positions for which the District requires current SBEC certification shall also receive term contracts.**

**[For District employees hired under a continuing contract, see also DCC]**~~All term contracts shall be in writing in a form approved by the Board, setting forth the length of the contract and other terms and conditions of employment. In most circumstances, contracts shall not be for specific assignments but shall indicate employment as "administrators," "counselors," or other general employment. Contracts shall be signed by the employee and the Board President or other designated Board member.~~

~~Term contracts shall be offered to employees new to the District only after a probationary period is completed. [See DCA(LOCAL)]~~

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EMPLOYMENT PRACTICES  
CONTINUING CONTRACTS

DCC  
(LOCAL)

CONTRACTS  
~~RETAINED GRANDFAT  
HERED~~

~~CONTINUING~~ As of March 20, 2002, full-time certified professional staff, including teachers, shall be employed on term contracts, as authorized by Education Code 21.002 and 21.201. [See DCB(LEGAL) and (LOCAL)]

~~Any~~A District employee hired under a continuing ~~or probationary~~ contract prior to ~~March 20, 2002, March 20, 2002~~, shall remain ~~on or be entitled to~~ a continuing contract ~~as long as the employee remains in~~ **accordance with law**. ~~the same position.~~ [See DCC(LEGAL) and DCB(LOCAL)]

Policies relating to **employment by educator** term contract ~~em-  
ployment~~ [see DCB and ~~the~~ DFB series] ~~shalle~~ not apply to employees on continuing contracts.

DATE ISSUED: 7/21/2014/1996  
**UPDATE 100** LDU-27-96  
DCC(LOCAL)-D~~X~~

ADOPTED:

1 of 1

**Personnel not hired under a contract shall be employed on an at-will basis.**

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

~~Personnel employed on an at-will basis include but are not limited to employees in the following categories: paraprofessionals and auxiliary personnel. Paraprofessional personnel shall include educational assistants, educational secretaries, and all clerical staff. Auxiliary/classified personnel shall include, but not be limited to, food service, custodial, and maintenance employees, department of safety personnel, and bus drivers.~~

**ASSIGNMENT AND  
EVALUATION**

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

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

**REASONABLE  
ASSURANCE OF  
EMPLOYMENT**

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

**SUSPENSION**

An at-will employee may be suspended with or without pay by the Superintendent or designee at any time the Superintendent or designee determines that the District's best interest will be served by the suspension.

**DISMISSAL**

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

**APPEALS**

A suspended or dismissed employee may request to be heard by the Superintendent or designee within ten ~~(10)~~ workdays of the date of termination or suspension. If the employee is not satisfied with the decision, the employee may appeal to the Board within seven ~~(7)~~ workdays of receipt of the decision.

EMPLOYMENT PRACTICES  
OTHER TYPES OF CONTRACTS

Delete

DCE  
(LOCAL)

~~NON-CHAPTER 21  
CONTRACTS~~

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

~~REASONABLE  
ASSURANCE OF  
EMPLOYMENT~~

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

~~APPEAL OF  
EMPLOYMENT  
ACTIONS~~

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

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

**NO INTERDISTRICT  
TRANSFERS**

**A NONRESIDENT  
EXCEPTIONS  
STUDENT TRANSFER  
REQUESTS  
STUDENTS  
MOVING OUT**

~~Nonresident students~~ shall not be permitted to attend District schools except as permitted below.

**A resident**~~Resident~~ elementary or middle school ~~student~~~~students~~ who **becomes a nonresident**~~become nonresidents~~ during the final six weeks of the spring semester **shall be permitted to continue in attendance for the remainder of the spring semester if his, or her transfer application is approved. A high school student who becomes a nonresident during** the final nine weeks of a semester ~~shall for high school students, may~~ be permitted to continue in attendance for the remainder of the semester **if his or her transfer application is approved.**

~~—~~At any other time of the year, ~~a student~~~~students~~ shall be expected to immediately transfer out of the District. An appeal for an extension may be made to the Superintendent when circumstances warrant.

SENIORS

A student who resided in and was in attendance in the District for the entire grade 11 year and who has earned at least 18 credits by the end of that school year **shall be allowed to**~~may~~ complete grade 12 in the same school where the student attended grade 11 if the family has moved from the District.

CHILDREN OF  
EMPLOYEES

A nonresident full-time employee may request that his or her child be admitted into District schools by filing an application with the Superintendent or designee. **Transfers shall be granted for one regular school year at a time, on a tuition-free basis.**

An employee may request that his or her child be assigned to the school where the parent works or to the campus in closest proximity to his or her employment site. Such requests shall be approved provided that space is available. If space is not available, the next nearest campus shall be considered.

~~A transfer shall be granted through the highest grade at a school as long as space remains available or until the transfer is revoked.~~ This benefit shall become void upon termination of employment, and the student shall be returned to his or her designated home campus or District.

~~A nonresident full-time employee's child who remains in good academic, attendance, and disciplinary standing shall be allowed to transfer to the middle school and/or high school feeder campus that pertains to the campus where he or she is currently enrolled.~~

The interdistrict transfer benefit shall not be applicable to any student who is living with a nonresident District employee and the employee's family is serving as a host family (HOST) for the stu-

dent's family, or the employee is the person having lawful control of the student under a power of attorney (POA). [See FD]

FACTORS

In approving transfers, the Superintendent **or designee** shall consider availability of space and instructional staff **and**, the student's disciplinary history, and attendance records.

**TRANSFER  
AGREEMENTS**

**A transfer student shall be notified in the written transfer agreement that he or she must follow all rules and regulations of the District. Violation of the terms of the agreement may result in a transfer request not being approved the following year.**

EXPELLED TRANSFER  
STUDENTS

A student who has been expelled from another school district and who is otherwise eligible to enroll in District schools shall not be admitted into the regular classroom. The District shall require an expelled applicant for admission to produce a true copy of the expulsion order and shall continue the expulsion order under the terms of the order. [See FDA(LEGAL)]

TRANSPORTATION

The District shall not provide transportation for nonresident students, **except as required by law.**

~~REVOCATION OF  
TRANSFER~~

~~A transfer student shall be notified in the written transfer agreement that he or she must follow all rules and regulations of the District, including those for student conduct and attendance, and that violation of the District's rules and regulations may result in revocation of the transfer agreement. The effective date of the revocation will be set in accordance with the written transfer agreement.~~

~~Written notification of any transfer revocation shall be sent to the school district of residence.~~

APPEALS

Any appeals shall be made in accordance with FNG(LOCAL) and GF(LOCAL), as appropriate.

STUDENT RECORDS

FL  
(LOCAL)

COMPREHENSIVE  
SYSTEM

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

CUMULATIVE RECORD

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

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

CUSTODIAN OF  
RECORDS

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

TYPES OF EDUCATION  
RECORDS

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

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

STUDENT RECORDS

FL  
(LOCAL)

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

ACCESS BY PARENTS

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

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

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



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

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

ACCESS BY SCHOOL  
OFFICIALS

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

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

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

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

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

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

STUDENT RECORDS

FL  
(LOCAL)

TRANSCRIPTS AND  
TRANSFERS OF  
RECORDS

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

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

RECORDS  
RESPONSIBILITY FOR  
STUDENTS IN SPECIAL  
EDUCATION

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

A current listing of names and positions of persons who have access to records of students in special education is maintained at the principals' and school-support teams' offices.

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**
- 2. Items for all other purposes.**

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240903

STUDENT RECORDS

FL  
(LOCAL)

**SCHOOL-  
SPONSORED  
PURPOSES**

For the following school-sponsored purposes—all District publications and announcements—directory information shall include student name; address; telephone listing; electronic mail address; photograph; 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; weight and height of members of athletic teams; and enrollment status.

**ALL OTHER  
PURPOSES**

For all other purposes, directory information shall include student name; address; and grade level.

INFORMATION ACCESS  
REQUESTS FOR INFORMATION

GBAA  
(LOCAL)

CHARGING FOR  
PERSONNEL TIME

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

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COMMUNITY RELATIONS  
ADVERTISING AND FUND RAISING IN THE SCHOOLS

GKB  
(LOCAL)

PROMOTIONAL  
ACTIVITIES

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

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

ADVERTISING

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

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

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

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