

No. _____



UNITED INDEPENDENT SCHOOL DISTRICT AGENDA ACTION ITEM

TOPIC: _____ First Reading of Local Policies in Update 84 _____

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

APPROVED FOR TRANSMITTAL TO SCHOOL BOARD: _____

DATE ASSIGNED FOR BOARD CONSIDERATION: _____ December 17, 2008 _____

RECOMMENDATION:

It is recommended that the United ISD Board of Trustees approve First Reading of LOCAL Policies in Update 84

BJCF(LOCAL): SUPERINTENDENT - NONRENEWAL

CDA(LOCAL): OTHER REVENUES - INVESTMENTS

CE(LOCAL): ANNUAL OPERATING BUDGET

CI(LOCAL): SCHOOL PROPERTIES DISPOSAL

DFBB(LOCAL): TERM CONTRACTS - NONRENEWAL

EEH(LOCAL): INSTRUCTIONAL ARRANGEMENTS - HOMEBOUND INSTRUCTION

FDB(LOCAL): ADMISSIONS - INTRADISTRICT TRANSFERS AND CLASSROOM ASSIGNMENTS

FNCE(LOCAL): STUDENT CONDUCT - TELECOMMUNICATIONS/ELECTRONIC DEVICES

RATIONALE:

BUDGETARY INFORMATION:

BOARD POLICY REFERENCE AND COMPLIANCE:

SUPERINTENDENT
NONRENEWAL

BJCF
(LOCAL)

REASONS

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

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

SUPERINTENDENT
NONRENEWAL

BJCF
(LOCAL)

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

NOTICE

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

SUPERINTENDENT
NONRENEWAL

BJCF
(LOCAL)

HEARING

If the Superintendent desires a hearing after receiving notice of the proposed nonrenewal, the Superintendent shall notify the Board in writing not later than the 15th day after receiving the notice. When the Board receives a timely request for a hearing on proposed nonrenewal, the hearing shall be held not later than the 15th day after receipt of the request, unless the parties mutually agree to a delay. The Superintendent shall be given notice of the hearing date as soon as it is set.

HEARING
PROCEDURE

The hearing shall be conducted in closed meeting unless the Superintendent requests that it be open, with only the members of the Board, the Superintendent, their chosen representatives, and such witnesses as may be called in attendance. Witnesses may be excluded from the hearing until it is their turn to present evidence. The Superintendent and the Board may each be represented by a person designated in writing to act for them. Notice, at least five days in advance of the hearing, shall be given by each party intending to be represented, including the name of the representative. Failure to give such notice may result in postponement of the hearing.

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

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

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

BOARD DECISION

The Board may consider only such evidence as is presented at the hearing. After all the evidence has been presented, if the Board determines that the reasons given in support of the recommenda-

tion to not renew the Superintendent's contract are lawful, supported by the evidence, and not arbitrary or capricious, it shall so notify the Superintendent by a written notice not later than the 15th day after the date on which the hearing is concluded. This notice shall also include the Board's decision on renewal, which decision shall be final.

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

INVESTMENT
AUTHORITY

The assistant superintendent for business/finance or other person designated by Board resolution shall serve as the investment officer of the District and shall invest District funds in accordance with the Public Funds Investment Act, the District's approved investment policy, and generally accepted accounting procedures. All investment transactions except investment pool funds and mutual funds shall be executed on a delivery versus payment basis.

APPROVED
INVESTMENT
INSTRUMENTS

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

1. Obligations of, or guaranteed by, governmental entities as permitted by Government Code 2256.009.
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 money market mutual funds and no-load mutual funds as permitted by Government Code 2256.014.
8. A guaranteed investment contract as an investment vehicle for bond proceeds, provided it meets the criteria and eligibility requirements established by Government Code 2256.015.
9. Public funds investment pools as permitted by Government Code 2256.016.

SAFETY AND
INVESTMENT
MANAGEMENT

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

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

LIQUIDITY AND
MATURITY

Any internally created pool fund group of the District shall have a maximum dollar weighted maturity of 180 days. The maximum allowable stated maturity of any other non-capital project or non-bond proceeds individual investment owned by the District shall not exceed one year from the time of purchase. The maximum allowable stated maturity of any capital project or bond proceeds individual investment owned by the District shall not exceed the lesser of the anticipated expenditure date or three years from the time of purchase, whichever is sooner. The Board may specifically authorize a longer maturity for a given investment, within legal limits.

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

DIVERSITY

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

MONITORING MARKET
PRICES

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

FUNDS / STRATEGIES

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

OPERATING FUNDS

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

AGENCY FUNDS

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

DEBT SERVICE
FUNDS

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

CAPITAL PROJECTS

Investment strategies for capital project funds shall have as their objective sufficient investment liquidity to timely meet capital pro-

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

	ject obligations. Maturities longer than one year are authorized provided legal limits are not exceeded.
SAFEKEEPING AND CUSTODY	The District shall retain clearly marked receipts providing proof of the District's ownership. The District may delegate, however, to an investment pool the authority to hold legal title as custodian of investments purchased with District funds by the investment pool.
BROKERS / DEALERS	Prior to handling investments on behalf of the District, brokers/dealers must submit required written documents in accordance with law. [See SELLERS OF INVESTMENTS, CDA(LEGAL)] Representatives of brokers/dealers shall be registered with the Texas State Securities Board and must have membership in the Securities Investor Protection Corporation (SIPC), and be in good standing with the National Association of Securities Dealers <u>Financial Industry Regulatory Authority (FINRA)</u> .
SOLICITING BIDS FOR CD'S	In order to get the best return on its investments, the District may solicit bids for certificates of deposit in writing, by telephone, or electronically, or by a combination of these methods.
INTEREST RATE RISK	<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>
INTERNAL CONTROLS	<p>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:</p> <ol style="list-style-type: none">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.

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

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

PORTFOLIO REPORT

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

ANNUAL OPERATING BUDGET

CE
(LOCAL)

FISCAL YEAR	The District shall operate on a fiscal year beginning September 1 and ending August 31 <u>September 1 and ending August 31</u> .
BUDGET PLANNING	Budget planning shall be an integral part of overall program planning so that the budget effectively reflects the District's programs and activities and provides the resources to implement them. In the budget planning process, general educational goals, specific program goals, and alternatives for achieving program goals shall be considered, as well as input from the District- and campus-level planning and decision-making committees. Budget planning and evaluation are continuous processes and shall be a part of each month's activities.
AVAILABILITY OF PROPOSED BUDGET	After it is presented to the Board and prior to adoption, a copy of the proposed budget shall be available upon request from the business office or Superintendent. The Superintendent or designee shall be available to answer questions arising from inspection of the budget.
BUDGET MEETING	<p>The annual public meeting to discuss the proposed budget and tax rate shall be conducted as follows:</p> <ol style="list-style-type: none">1. The Board President shall request at the beginning of the meeting that all persons who desire to speak on the proposed budget and/or tax rate sign up on the sheet provided.2. Prior to the beginning of the meeting, the Board may establish time limits for speakers.3. Speakers shall confine their remarks to the appropriation of funds as contained in the proposed budget and/or the tax rate.4. No officer or employee of the District shall be required to respond to questions from speakers at the meeting.
AUTHORIZED EXPENDITURES	The adopted budget provides authority to expend funds for the purposes indicated and in accordance with state law, Board policy, and the District's approved purchasing procedures. The expenditure of funds shall be under the direction of the Superintendent or designee who shall ensure that funds are expended in accordance with the adopted budget.
BUDGET AMENDMENTS	The <u>Board shall amend the</u> budget shall be amended when a change is made increasing any one of the functional spending categories or increasing revenue object accounts and other resources.

SCHOOL PROPERTIES DISPOSAL

CI
(LOCAL)

~~DISPOSAL OF
SCHOOL PROPERTY~~

~~The following procedure shall be followed in disposing of personal property belonging to the District when the property:~~

- ~~1. Is obsolete and not usable or needs replacement.~~
- ~~2. Consists of scrap supplies or materials, including:~~
 - ~~a. Worn out or superfluous metal parts and/or pieces;~~
 - ~~b. Fragments of stock that will not be used by the District;~~
 - ~~c. Articles or parts rejected or discarded and useful only as material for reprocessing, including unusable mechanical and/or unattached motor vehicle parts.~~
 - ~~d. Tires that are not on the wheel of a vehicle and are no longer suitable for their original intended use due to wear, damage, defect, or deviation from the manufacturer's or District's specification; and~~
 - ~~e. Waste and debris from construction, remodeling, and/or demolition of facilities.~~
- ~~3. Consists of parts of unusable or unidentified equipment.~~
- ~~4. Is no longer in usable condition and not practicable to repair.~~
- ~~5. Is surplus and not needed by the District or is to be used as trade-in.~~

~~INSPECTION~~

~~The Superintendent or designee shall first inspect the property and estimate its value, if any, to the District. Upon the recommendation of the Superintendent, the Board, by resolution, may authorize the disposal of the property.~~

~~FEDERALLY
FUNDED
PROPERTY
DISPOSAL
METHODS~~

~~Items obtained with federal funds shall be handled in accordance with applicable federal regulations, if any.~~

~~If authorized by the Board or by this policy, the Superintendent shall use one or more of the following methods to dispose of property:~~

- ~~1. By sealed bid after advertisement in a newspaper of general circulation at least one week before the closing of bids.~~
- ~~2. By public auction after publication as described above.~~
- ~~3. By a reverse auction procedure, allowing for a real-time bidding process to take place at a previously scheduled time and Internet location, in which multiple bidders, anonymous to each other, submit bids to purchase the designated property.~~

SCHOOL PROPERTIES DISPOSAL

CI
(LOCAL)

INFORMAL
AUCTION

UNSUCCESSFUL
AUCTION OR
VALUELESS
PROPERTY

~~With respect to sealed bid, public auction, or reverse auction, the Superintendent or designee is authorized to accept the high bid without further Board action. The Superintendent or designee is authorized to declare District materials, equipment, and supplies to be unnecessary.~~

~~4. The Board shall approve disposal of unnecessary property with a value greater than \$1,000. The Superintendent or designee may reject is authorized to dispose of all bids.~~

~~With respect to property estimated by the Superintendent to have a total other unnecessary property for fair market value of less than \$1,000 and described in items 1-4 at DISPOSAL OF SCHOOL PROPERTY, above, the Superintendent or designee is authorized to dispose of the property in accordance with the procedures established at 6a and b below. If the unnecessary property has no value, the Superintendent or designee may dispose of such property according to administrative discretion.~~

~~6. Should any of the above disposal methods fail to result in the disposal of the property, or if the property has been determined by the Superintendent or designee to have less value than the cost of advertising and bidding, the property may be disposed of in the following manner:~~

~~a. An informal auction shall be conducted. There shall be no newspaper advertisement, but written notice of the date, hour, and place of the auction, as well as a general description of the property, shall be posted in a place readily accessible to the general public at all times for at least 72 hours prior to the scheduled time of the auction.~~

~~b. If the informal auction is unsuccessful in disposing of the property, the Superintendent or designee is authorized to take any of the following steps:~~

~~(1) Keep the property and dispose of it at a later time~~

~~(2) Sell the property on a first-come first-served basis after notice is given to the public as described at 6a.~~

~~(3) Give away property that has no value to the District on a first-come first-served basis after notice is given to the public as described at 6a.~~

~~(4) Dispose of property in an authorized dumpsite when it has no value to the District, as determined by 6c below.~~

SCHOOL PROPERTIES DISPOSAL

CI
(LOCAL)

VALUE IN EXCESS OF STORAGE COST	c. The Superintendent or designee may not dispose of property described in 6a and b above if he or she has determined that the intrinsic value to the District exceeds the cost of retaining it.
CASH AND 'AS-IS' BASIS	All sales shall be handled on a cash basis. A cashier's check or money order, however, properly payable to the District, shall be acceptable. No credit shall be extended for any sale. The District shall provide a receipt for all cash and checks received. All revenues received shall be deposited in the District's general fund on the day of receipt or, if the funds are received on a day on which the District's business office is not open, on the first District business day following receipt of the funds. The District's receipt shall indicate that the property is sold "as is" and that no warranty, expressed or implied, is extended to the purchaser.
RECORD OF DISPOSAL	Since title to all property is vested in the Board, no property may be sold or disposed of without proper resolution from the Board, unless authority has been granted under this policy. The District shall maintain a record of disposal of all property, the reason for disposal, and the date of disposal for at least five years.
PARTICIPATION BY OFFICERS OR STAFF	No Board member may purchase or receive District property under this policy, nor may any business in which a Board member has a substantial interest as defined in BBFA. The Superintendent, his or her designee, and any District employees involved in any way in the process that leads to the Superintendent's recommendation to the Board to dispose of or retain property are prohibited from purchasing or receiving District property under this policy. Sale to, or receipt by, any business in which such employees have a substantial interest as defined in BBFA is also prohibited. A person who is related to a member of the Board, the Superintendent, or his or her designee by blood (consanguinity) within the third degree or by marriage (affinity) within the second degree is prohibited from purchasing or receiving District property under this policy. A business in which such person has a substantial interest as defined in BBFA is also prohibited from purchasing or receiving District property under this policy. <u>Items obtained as federal surplus shall be managed according to federal regulations.</u>

TERM CONTRACTS
NONRENEWAL

DFBB
(LOCAL)

REASONS

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

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

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

TERM CONTRACTS
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DFBB
(LOCAL)

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

~~33. Any reason constituting good cause for terminating the contract during its term.~~

~~34.~~ 33. Failure of a retired/rehired employee to meet the criteria for continued employment as set forth at DC(LOCAL).

34. Any reason constituting good cause for terminating the contract during its term.

RECOMMENDATIONS
FROM
ADMINISTRATION

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

SUPERINTENDENT'S
RECOMMENDATION

The Superintendent shall prepare lists of employees whose contracts are recommended for renewal or proposed nonrenewal by the Board. ~~Copies of written evaluations, other supporting~~ Supporting documentation, if any, and reasons for the recommendation shall be submitted for each employee recommended for proposed nonrenewal.

The Board shall consider such information, as appropriate, in support of recommendations for proposed nonrenewal and shall then act on all recommendations. If the Board votes to propose nonrenewal for any employees, it shall also decide whether any requested hearing will be conducted by the Board or by an independent hearing examiner.

NOTICE OF
PROPOSED RENEWAL
OR NONRENEWAL

The Superintendent shall deliver to the employee by hand or certified mail, return receipt requested, written notice of proposed renewal or nonrenewal not later than the 45th day before the last day of instruction required in the contract. If the notice of proposed nonrenewal does not contain a statement of the reason or all of the

TERM CONTRACTS
NONRENEWAL

DFBB
(LOCAL)

reasons for the proposed action, and the employee requests a hearing, the District shall give the employee notice of all reasons for the proposed nonrenewal, a reasonable time before the hearing.

In the notice of proposed nonrenewal, the employee shall receive notice of whether the Board [see HEARING BY THE BOARD, below] or an independent hearing examiner [see HEARING BY A HEARING EXAMINER, below] will conduct the hearing.

HEARING BY A
HEARING EXAMINER

If the Board has determined that the nonrenewal hearing will be conducted by an independent hearing examiner, the employee must file a written request with the Commissioner of Education not later than the 15th day after receiving the notice of the proposed nonrenewal. The employee must provide a copy of this request to the Board.

HEARING
PROCEDURE

The hearing shall be conducted in accordance with the independent hearing procedures detailed at DFD.

BOARD DECISION

Following the hearing, the Board shall take appropriate action in accordance with DFD.

HEARING BY THE
BOARD

If the Board has chosen to conduct the nonrenewal hearing rather than use an independent hearing examiner, and the employee desires a hearing, the employee shall notify the Board in writing not later than the 15th day after receiving the notice of proposed nonrenewal. The hearing shall be held not later than the 15th day after receipt of the employee's request for a hearing, unless the parties mutually agree to a delay. The employee shall be given notice of the hearing date as soon as it is set.

HEARING
PROCEDURE

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

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

TERM CONTRACTS
NONRENEWAL

DFBB
(LOCAL)

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

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

BOARD DECISION

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

NO HEARING

If the employee fails to request a hearing, the Board shall take the appropriate action and notify the employee in writing of that action not later than the 30th day after the date the notice of proposed nonrenewal was sent.

INSTRUCTIONAL ARRANGEMENTS
HOMEBOUND INSTRUCTION

EEH
(LOCAL)

GENERAL EDUCATION	<p>A-Consistent with TEA's Student Attendance Accounting Handbook (SAAH), a student to be confined for a minimum of four consecu- tive weeks to a hospital or homebound for medical reasons specifically documented by a physician licensed to practice in the U.S-nited States may be eligible for general education homebound services. The parent's request for services shall be made through the principal in accordance with TEA's Student Attendance Accounting Handbook-SAAH and administrative procedures.</p> <p>The principal or designee shall convene a placement committee composed of at least a campus administrator, a teacher of the student, and the parent or guardian of the student to consider the necessity of providing general education homebound instruction to the student. If the committee determines that such instruction is appropriate, the committee shall determine the type and amount of instruction to be provided and, when the student is able to return to the regular educational setting, the length of the transition period based on current medical information.</p>
SPECIAL EDUCATION	<p>For special education students, the ARD committee shall determine the type and amount of instruction to be provided and, when the student is able to return to the regular educational setting, the length of the transition period based on current medical information.</p>
DOCUMENTATION OF SERVICES	<p>The District shall maintain, in accordance with administrative procedures, full documentation about students receiving homebound services.</p>

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INTRADISTRICT TRANSFERS AND CLASSROOM ASSIGNMENTS

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	<p>Students shall be assigned to schools in the attendance areas in which they reside.</p>
CLASS CHANGES	<p>The campus principal shall be authorized to investigate and approve transfers of students from one classroom to another on that campus.</p>
CAMPUS ASSIGNMENTS	<p>A parent of a student who wishes to attend a school other than as assigned shall obtain prior approval from the Superintendent or designee. Exceptions shall be considered as follows:</p> <ol style="list-style-type: none">1. A curriculum transfer may be allowed if a course or courses are not offered in the school in the student's attendance zone. Upon completion of the course or courses, the student shall return to his or her home campus. Assignment shall be made on the basis of space available in a particular course and with consideration of all issues involved.2. Transfers may be designed to balance student loads by relieving overcrowding in a particular school. The Superintendent may assign any student from one school facility or classroom within the District to another facility or classroom within the District.3. An administratively initiated transfer may be used to address special situations involving students. Sufficient documentation to substantiate the severity of the situation is required.4. Current full-time employees may request that their children be transferred 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, then the next nearest campus shall be considered. <p>A transfer is granted through the highest grade at a school as long as space remains available or until a 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.</p> <ol style="list-style-type: none">5. A student may be assigned by the Superintendent to a school outside the student's attendance zone if it is in the best interest of the student and/or school.6. A transfer may be made based on the results of an investigation into allegations of bullying. [See FDB(LEGAL)]
INTRADISTRICT TRANSFER REQUESTS	<p>Parents wishing their children to attend schools outside their attendance areas may apply for intradistrict student transfers in accordance with the following guidelines:</p>

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1. Hardship transfers ~~will~~shall be considered under the following circumstances:
 - a. Severe medical need must be certified by a physician, psychologist, psychiatrist, licensed professional counselor, or licensed master social worker who has been providing professional services to the student for a minimum of 30 days.
 - b. A written recommendation from the principal of the sending school must indicate that denial of the transfer would adversely affect the student's physical safety.
2. Students in their attendance zones shall always have first priority in assignments.
3. Parents shall be notified in writing of their children's acceptance or denial no later than the first instructional day of each school year.
4. Requests for transfers of siblings of identified GT students or magnet students attending a designated site shall not be approved.
5. Parents who have a child in a special education self-contained classroom may request a transfer for siblings to attend the same school.
6. There shall be no guarantee that students approved for intradistrict transfers shall be permitted to attend the schools outside their attendance areas in future years, although they shall be given first priority if space is available.
7. The District shall not provide transportation for intradistrict transfer students.
8. A student shall have no more than one intradistrict transfer approved at the elementary level, one at the middle school level, and one at the high school level.

APPLICATION
PROCEDURES

Intradistrict transfer applications become available on the first business day in April of each year at the student's designated home campus. Transfer requests shall not be accepted or granted after June 1 for currently enrolled students for the next school year. Extenuating circumstances, however, may be considered in emergency situations.

The procedure for applying shall be as follows:

1. The parent shall initiate a transfer request at the student's requested campus. A conference shall be held with the re-

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requested campus principal to review the request. The principal shall then make a recommendation to accept or deny the request.

2. After obtaining the requested campus principal's signature, the parent shall schedule a conference with the sending campus principal to discuss the request. The parent may be requested to provide documentation to support the request. The sending principal shall make a recommendation to accept or deny the request.
3. The receiving principal shall confer with the sending principal.
4. The parents must then submit the transfer request to the Superintendent's designee's office.
5. The Superintendent's designee shall review requested transfers and render a decision. Parents shall be notified in writing of the decision.
6. Level One Appeal: For transfer requests submitted by June 1, a parent may appeal the decision of the Superintendent's designee to the associate superintendent for student support services. The associate superintendent will review requested transfers and render a decision. Parents shall be notified in writing of the decision.
7. Level Two Appeal: For transfer requests submitted by June 1, a parent may appeal the decision of the associate superintendent for student support services. The written appeal shall be filed with the associate superintendent's office within five school/business days of the issuance of the decision by the associate superintendent for student support services.
8. The Board President shall appoint a student transfer committee to review the Superintendent's designee's decision and report its recommendation at the next regular July Board meeting.
9. Pending a decision by the Board, the student shall attend the school in his or her attendance area.
10. A student under the age of 18 who has established a residence in the District pursuant to FD(LEGAL) and (LOCAL) but desires to establish a new residence in another attendance zone separate and apart from the student's parent, guardian, or other person having lawful control under a court order must present a valid court order giving guardianship of the student to an adult residing in the desired attendance zone.

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Transfer requests shall be approved or denied based on the availability of space at the requested campus and grade level. An approved intradistrict transfer is honored up to the highest grade level at that campus provided that space is available. An approved transfer may be revoked at any time if:

1. The campus and respective grade level become overcrowded.
2. The student:
 - a. Does not pass all classes.
 - b. Does not meet the District attendance goal for that grade level.
 - c. Commits a violation of the Student Code of Conduct that is Level II or higher.
 - d. Is not punctual.
 - e. Is not picked up daily as per campus regulations.

Students whose approved transfers are revoked shall attend school in their attendance areas beginning the following week. Students whose transfers have been revoked do not qualify to apply for new transfer requests to any other school.

MAGNET / SPECIAL
PROGRAMS

Students who qualify for admission to magnet or special programs that are offered on a campus other than the one in their attendance areas shall be admitted to the campus with the program. Students who start a magnet or special program on a campus other than their home campus, but fail to continue to meet the criteria for the program, shall be disenrolled, and returned to the home campus. Students who voluntarily withdraw from the program shall also be returned to the home campus the following week.

EXCEPTION

If a student is a graduating senior or graduating junior and fails to meet criteria for the magnet program or chooses to withdraw from the program, he or she may remain at the campus of the magnet program for the senior year. Transportation shall not be provided.

Note: For transfers of students who are victims of bullying, see FDB(LEGAL). For transfers of students who attend a persistently dangerous school, become victims of a violent criminal offense, or become victims of sexual assault, see FDD.

STUDENT CONDUCT
TELECOMMUNICATIONS/ELECTRONIC DEVICES

FNCE
(LOCAL)

~~STUDENTS SHALL
CONFER TO THE
STUDENT HANDBOOK
RESTRICTIONS
REGARDING THE USE OF
TELECOMMUNICATIONS
DEVICES WHILE ON
SCHOOL PROPERTY OR
WHILE ATTENDING
SCHOOL-SPONSORED
OR SCHOOL-RELATED
ACTIVITIES ON OR OFF
SCHOOL PROPERTY.
STUDENTS WHO
VIOLATE THE
ESTABLISHED
RESTRICTIONS SHALL BE
SUBJECT TO DISCIPLINE
IN ACCORDANCE WITH
THE STUDENT CODE OF
CONDUCT. DEVICES~~

OTHER ELECTRONIC
DEVICES

District employees may confiscate ~~a~~ telecommunications ~~device~~ devices, including mobile telephones, used in violation of ~~the student handbook's provisions~~ applicable campus rules.

~~Unless the District releases the device to the student at the end of the day, the student's parents shall be notified within two school days after the telecommunications device is~~ A confiscated. ~~Notification shall also be made to the telecommunications company whose name and address appear on the device. Confiscated telecommunications devices may be held by the District for a period of 30 days after notification has been made, in accordance with law.~~

~~Parents or telecommunications companies may obtain the release of the telecommunications device shall be released for a fee to be determined by the Board. After the 30-day period has expired, the District shall dispose of the telecommunications device. In accordance with the student handbook, the student or the student's parents may retrieve the device after paying the fee.~~

If a telecommunications device is not retrieved, the District shall dispose of the device after providing notice required by law.

Guidelines regarding other electronic devices shall be addressed in the student handbook.