



UNITED INDEPENDENT SCHOOL DISTRICT AGENDA ACTION ITEM

TOPIC: Second Reading of LOCAL Policies TASB Update 107

SUBMITTED BY: Gloria S. Rendon **OF:** Superintendent's Office

APPROVED FOR TRANSMITTAL TO SCHOOL BOARD: _____

DATE ASSIGNED FOR BOARD CONSIDERATION: May 17, 2017

RECOMMENDATION:

Delete:

- BBFA (Exhibit)
- BJCF (Exhibit)
- DBD (Exhibit)
- DBE (Exhibit)
- DF (Exhibit)
- DFAB (Exhibit)
- DFFA (Exhibit)
- EFA (Exhibit)

Add (NEW)

- CDC (LOCAL): OTHER REVENUES GIFTS AND SOLICITATIONS
- CJ (LOCAL): CONTRACTED SERVICES
- DC (LOCAL): EMPLOYMENT PRACTICES
- DEE (LOCAL): COMPENSATION AND BENEFITS EXPENSE REIMBURSEMENT
- DFAA (LOCAL): PROBATIONARY CONTRACTS SUSPENSION/TERMINATION DURING CONTRACT
- DFBA (LOCAL): TERM CONTRACTS SUSPENSION/TERMINATION DURING CONTRACT
- DFCA (LOCAL): CONTINUING CONTRACTS SUSPENSION/TERMINATION
- DH (Exhibit)
- FEA (LOCAL): ATTENDANCE COMPULSORY ATTENDANCE
- FFA (LOCAL); STUDENT WELFARE WELLNESS AND HEALTH SERVICES
- FJ (LOCAL): STUDENT FUNDRAISING
- GE (LOCAL): RELATIONS WITH PARTENT ORGANIZATIONS

RATIONALE:

BUDGETARY INFORMATION:

POLICY REFERENCE & COMPLIANCE:

ETHICS
CONFLICT OF INTEREST DISCLOSURES

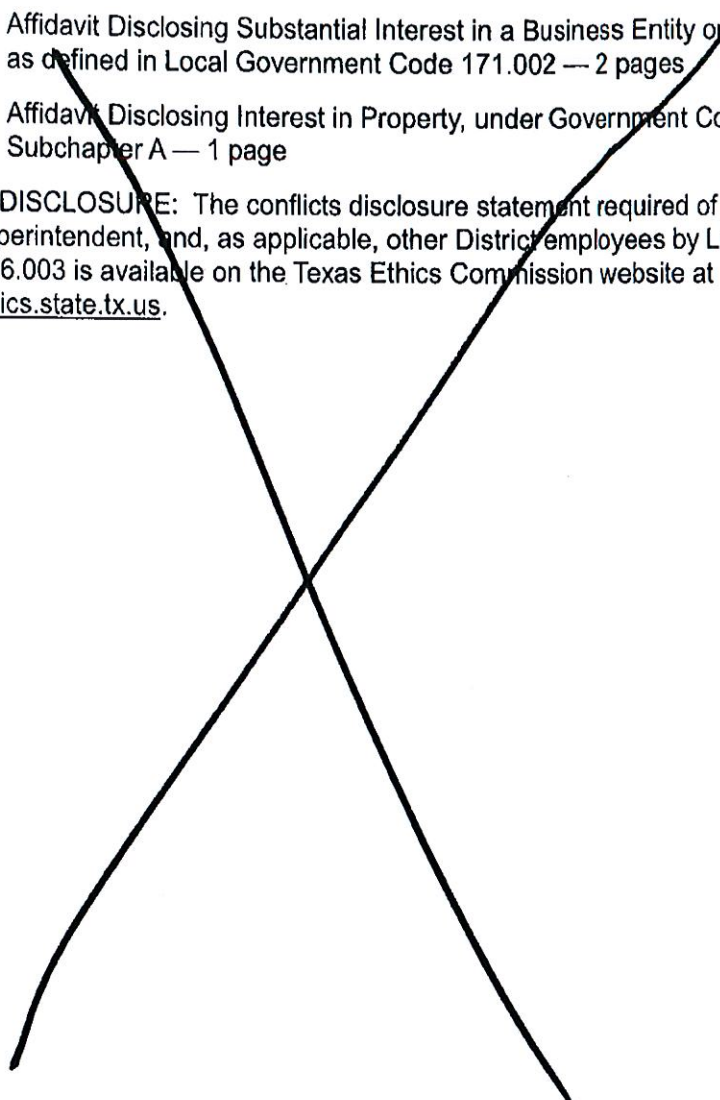
BBFA
(EXHIBIT)

See the following pages for forms that may be used for compliance with disclosure requirements:

Exhibit A: Affidavit Disclosing Substantial Interest in a Business Entity or Real Property, as defined in Local Government Code 171.002 — 2 pages

Exhibit B: Affidavit Disclosing Interest in Property, under Government Code Chapter 553, Subchapter A — 1 page

ADDITIONAL DISCLOSURE: The conflicts disclosure statement required of members of the Board, the Superintendent, and, as applicable, other District employees by Local Government Code 176.003 is available on the Texas Ethics Commission website at <http://www.ethics.state.tx.us>.



Delete as per update 107

ETHICS
CONFLICT OF INTEREST DISCLOSURES

BBFA
(EXHIBIT)

EXHIBIT A

AFFIDAVIT DISCLOSING SUBSTANTIAL INTEREST
IN A BUSINESS ENTITY OR REAL PROPERTY

STATE OF TEXAS
COUNTY OF WEBB

I, _____ (name), as a local public official of
United Independent School District, make this affidavit and on my oath state the following:

1. I, or a person(s) related to me in the first degree, have a substantial interest in:
 - a business entity, as those terms are defined in Local Government Code Sections 171.001-.002, that would experience a special economic effect distinguishable from its effect on the public by a vote or decision of the Board.

or

 - real property for which it is reasonably foreseeable that the Board's action or my action will have a special economic effect on the value of the property distinguishable from its effect on the public.
2. The business entity or real property is _____
(name/address of business or description of property).

("I" or name of relative and relationship) (have)(has) a
substantial interest in this business entity or real property as follows:
(check all that apply)
 - Ownership of ten percent or more of the voting stock or shares of the business entity.
 - Ownership of ten percent or more of the fair market value of the business entity.
 - Ownership of \$15,000 or more of the fair market value of the business entity.
 - Funds received from the business entity exceed ten percent of _____ (my, her, his) gross income for the previous year.
 - Real property is involved and _____ (I, she, he) (have)(has) an equitable or legal ownership with a fair market value of at least \$2,500.
3. The statements in this affidavit are based on my personal knowledge and are true and correct.
4. Upon the filing of this affidavit with the Board's official record keeper, I affirm that I shall abstain from participation in any decision involving this business entity or real property, unless permitted according to Local Government Code 171.004(c).

ETHICS
CONFLICT OF INTEREST DISCLOSURES

BBFA
(EXHIBIT)

Signed _____ (date)

Signature of official _____

Title _____

STATE OF TEXAS
COUNTY OF WEBB

Sworn to and subscribed before me on this _____ day of _____ (month),
_____ (year).

Notary Public, State of Texas

ETHICS
CONFLICT OF INTEREST DISCLOSURES

BBFA
(EXHIBIT)

EXHIBIT B

AFFIDAVIT DISCLOSING INTEREST IN PROPERTY

STATE OF TEXAS
COUNTY OF WEBB

I, _____ (name of affiant), (check one of the following)

- as an officer of, or
- as a Board candidate for,

United Independent School District make this affidavit and on my oath state the following:

1. I have a legal or equitable interest in property to be acquired with public funds, either by purchase or condemnation. The property is fully described as follows:

2. The nature, type, and amount of interest, including percentage of ownership, I have in the property is:

3. I acquired my interest in the property on _____ (date).
4. The information stated in this affidavit is personally known by me to be correct and contains the information required by Section 553.002, Government Code.

Signed _____ (date)

Signature of affiant _____

Office or public title _____

STATE OF TEXAS
COUNTY OF WEBB

Sworn to and subscribed before me on this _____ day of _____ (month),
_____ (year).

_____, Notary Public, State of Texas

NOTE: This affidavit must be filed with the county clerk(s) of the county or counties in which the property is located and of the county in which the public servant or candidate resides within ten days before the date on which the property is to be acquired by purchase or condemnation.

NOTICE OF PROPOSED CONTRACT NONRENEWAL

Date: _____
Name: _____
Address: _____
City/State/Zip: _____
Dear _____:

YOU ARE HEREBY NOTIFIED that a majority of the Board of Trustees of _____ ISD has determined at a lawfully called meeting of the Board of Trustees on (date) _____, that your employment contract as Superintendent in the District should not be renewed for the succeeding school year, and the Board voted to propose nonrenewal.

This notice is given pursuant to the provisions of Section 21.212 of the Texas Education Code.

The recommendation not to renew your contract is being made for the following reasons:

[List all reasons in detail]

If you desire a hearing, not later than the 15th day after receiving this written notice, you must notify the Board of Trustees in writing of that request. The Board shall provide a hearing to be held not later than the 15th day after receiving your notice requesting a hearing. Such hearing shall be closed unless you request an open hearing. If you fail to make a timely request for a hearing, the Board may proceed and make a determination on its proposed action not later than the 30th day after the date the Board sends you notice of the proposed nonrenewal.

If you have any questions concerning any of the reasons supporting the proposed action to nonrenew your contract, please advise me in writing.

Attached to this notice is a copy of the District's policy on nonrenewal of the Superintendent's term contract, containing the rules for the hearing.

This notice dated at (City/State/Zip): _____

Date: _____ BY: _____
President, Board of Trustees

_____ ISD

delete us per update 107

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CONFLICT OF INTEREST

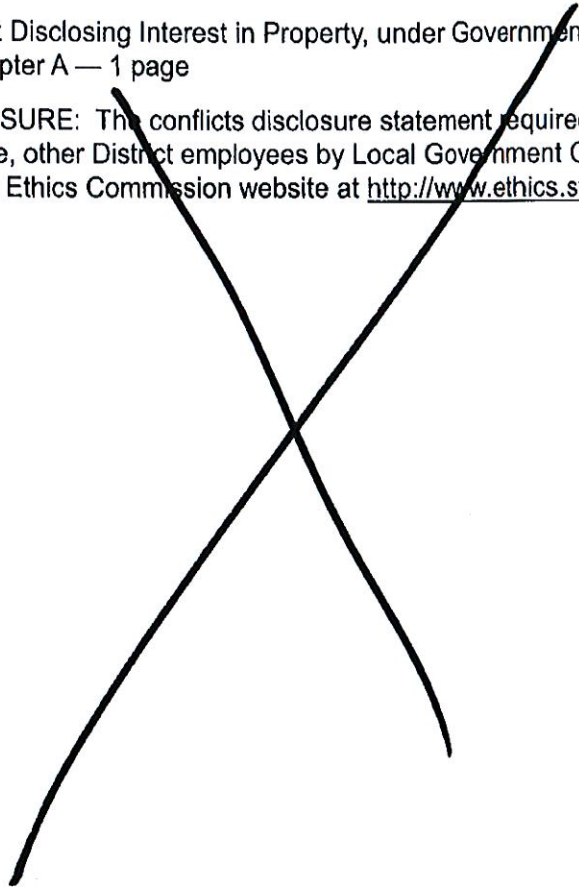
DBD
(EXHIBIT)

See the following pages for forms to be used by employees for disclosing potential conflicts of interest:

Exhibit A: Affidavit Disclosing Substantial Interest in a Business Entity or in Real Property, as defined in Local Government Code 171.002 — 2 pages

Exhibit B: Affidavit Disclosing Interest in Property, under Government Code Chapter 553, Subchapter A — 1 page

ADDITIONAL DISCLOSURE: This conflicts disclosure statement required of the Superintendent and, as applicable, other District employees by Local Government Code 176.003 is available on the Texas Ethics Commission website at <http://www.ethics.state.tx.us>.



delete as per update 107

7/4/16

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CONFLICT OF INTEREST

DBD
(EXHIBIT)

EXHIBIT A

AFFIDAVIT DISCLOSING SUBSTANTIAL INTEREST
IN A BUSINESS ENTITY OR IN REAL PROPERTY

STATE OF TEXAS
COUNTY OF WEBB

I, _____ (name), as an employee of
United Independent School District, make this affidavit and on my oath state the following:

1. I have a substantial interest in:
 - a business entity, as those terms are defined in Local Government Code Sections 171.001-.002, that would experience a special economic effect distinguishable from its effect on the public by an action of the Board or the District. [See BBFA]
 - or
 - real property for which it is reasonably foreseeable that an action of the Board or District will have a special economic effect on the value of the property distinguishable from its effect on the public.

2. The business entity or real property is

(name/address of business or description of property).

I _____ have a substantial interest in this business entity or
real property as follows: (check all that apply)

- Ownership of ten percent or more of the voting stock or shares of the business entity.
 - Ownership of ten percent or more of the fair market value of the business entity.
 - Ownership of \$15,000 or more of the fair market value of the business entity.
 - Funds received from the business entity exceed ten percent of my gross income for the previous year.
 - Real property is involved and I have an equitable or legal ownership with a fair market value of at least \$2,500.
3. The statements in this affidavit are based on my personal knowledge and are true and correct.

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CONFLICT OF INTEREST

DBD
(EXHIBIT)

Signed _____ (date)

Signature of employee _____

Title _____

STATE OF TEXAS
COUNTY OF WEBB

Sworn to and subscribed before me on this _____ day of _____ (month),
_____ (year).

_____, Notary Public, State of Texas

NOTE: This affidavit should be filed with the Superintendent, Board President, or a designee before the Board takes action concerning the business entity or real property.

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CONFLICT OF INTEREST

DBD
(EXHIBIT)

EXHIBIT B

AFFIDAVIT DISCLOSING INTEREST IN PROPERTY

STATE OF TEXAS
COUNTY OF WEBB

I, _____ (name), as Superintendent of
United Independent School District, make this affidavit and on my oath state the following:

1. I have a legal or equitable interest in property to be acquired with public funds, either by purchase or condemnation. The property is described as follows:

2. The nature, type, and amount of interest, including percentage of ownership, I have in the property is:

3. I acquired my interest in the property on _____ (date).
4. The information stated in this affidavit is personally known by me to be correct and contains the information required by Section 553.002, Government Code.

Signed _____ (date)

Signature of Superintendent _____

STATE OF TEXAS
COUNTY OF WEBB

Sworn to and subscribed before me on this _____ day of _____ (month),
_____ (year).

_____, Notary Public, State of Texas

NOTE: This affidavit must be filed with the county clerk(s) of the county or counties in which the property is located and of the county in which the Superintendent resides within ten days before the date on which the property is to be acquired by purchase or condemnation.

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
NEPOTISM

DBE
(EXHIBIT)

These illustrations depict the relationships that violate the nepotism law.

CONSANGUINITY Board member is prospective employee's:
(Blood) Kinship

First Degree

Parent	Child
--------	-------

Second Degree

Grandparent	Grandchild	Sister/Brother
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Third Degree

Great-Grandparent	Great-Grandchild	Aunt/Uncle	Niece/Nephew
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AFFINITY
(Marriage) Kinship

Board member's spouse is the prospective employee.

OR

Board member's spouse is prospective employee's:

OR

Prospective employee's spouse is the Board member's:

First Degree

Parent	Child
--------	-------

Second Degree

Grandparent	Grandchild	Sister/Brother
-------------	------------	----------------

NOTE: The spouses of two persons related by blood are not by that fact related. The affinity chart supposes only one affinity relationship between the Board member and prospective employee through either of their spouses.

TERMINATION OF EMPLOYMENT

DF
(EXHIBIT)

The forms on the following pages are provided to assist the District in notifying employees of contract termination.

- Exhibit A: Notice of Proposed Termination of a Probationary or Term Contract — 1 page
- Exhibit B: Notice of Proposed Termination of a Continuing Contract — 1 page
- Exhibit C: Notice of Contract Termination — 1 page

Note: The following forms are for termination of a probationary, term, or continuing contract during the contract term for reasons other than financial exigency. For termination of a probationary or term contract during the contract term due to financial exigency, see DFFA. For termination of a continuing contract due to financial exigency, see DFFC. For termination of a probationary contract at the end of the contract term, see DFAB. For nonrenewal of a term contract at the end of the contract term, see DFBB. For nonrenewal of a term contract due to a program change, see DFFB.

Delete as per update 167

TERMINATION OF EMPLOYMENT

DF
(EXHIBIT)

EXHIBIT A

NOTICE OF PROPOSED TERMINATION
OF A PROBATIONARY OR TERM CONTRACT

Date of notice: _____

Employee name: _____

On _____ (date of meeting), the Board voted to propose termination of your employment contract for the following reasons:

(List all reasons constituting good cause for contract termination.)

To request a hearing on the Board's proposed termination of your employment contract, you must submit a written request to the Commissioner of Education for appointment of an independent hearing examiner, and provide the Board a copy of the request, not later than the 15th day after the date you received this notice.

If you do not request a hearing within 15 days of receiving this notice, the Board will vote to terminate your contract.

Please direct questions regarding the proposed termination of your contract to the Superintendent.

Signature

Printed name

Title

TERMINATION OF EMPLOYMENT

DF
(EXHIBIT)

EXHIBIT B

NOTICE OF PROPOSED TERMINATION
OF A CONTINUING CONTRACT

Date of notice: _____

Employee name: _____

On _____ (date of meeting), the Board voted to propose termination of your employment contract for the following reasons:

(List all reasons constituting good cause for contract termination.)

To request a hearing on the Board's proposed termination of your employment contract, you must notify the Board in writing not later than the tenth day after the date you receive this notice. You must also submit a written request to the Commissioner of Education for appointment of an independent hearing examiner, and provide the Board a copy of the request, not later than the 15th day after the date you received this notice.

If you do not notify the Board of a hearing request within ten days of receiving this notice, or if you fail to timely request appointment of an independent hearing examiner, the Board will vote to terminate your contract.

Please direct questions regarding the proposed termination of your contract to the Superintendent.

Signature

Printed name

Title

TERMINATION OF EMPLOYMENT

DF
(EXHIBIT)

EXHIBIT C

NOTICE OF CONTRACT TERMINATION

(To be used to notify an employee of the Board's final action to terminate a probationary, term, or continuing contract, if the employee fails to timely notify the Board or request a hearing.)

Date of notice: _____

Employee name: _____

On _____ (date of meeting), the Board took final action to terminate your employment contract, effective _____.

Please direct questions regarding the termination of your contract to the Superintendent.

Signature

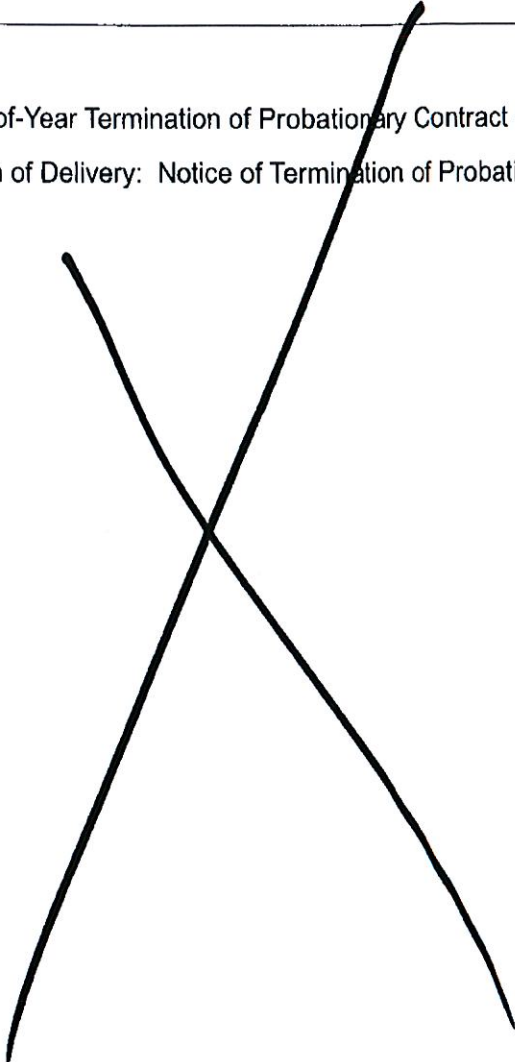
Printed name

Title

Note: The forms on the following pages are for termination of a probationary contract at the end of the contract term. For termination of a probationary contract during the contract term for reasons other than financial exigency, see DF. For termination of a probationary contract during the contract term due to financial exigency, see DFFA.

Exhibit A: Notice of End-of-Year Termination of Probationary Contract — 1 page

Exhibit B: Documentation of Delivery: Notice of Termination of Probationary Contract — 1 page



Delete as per Update 107

EXHIBIT A

NOTICE OF END-OF-YEAR TERMINATION
OF PROBATIONARY CONTRACT

Date of notice: _____

Employee name: _____

On _____ (*date of meeting*), the Board took action to terminate your employment contract.

Your employment with the District will end effective the last duty day of the school year.

Please direct questions regarding the termination of your contract to the Superintendent.

Signature

Printed name

Title

PROBATIONARY CONTRACTS
TERMINATION AT END OF YEAR

DFAB
(EXHIBIT)

EXHIBIT B

DOCUMENTATION OF DELIVERY:
NOTICE OF TERMINATION OF PROBATIONARY CONTRACT

(For office use only. This document to be retained in the employee's personnel file.)

Employee name: _____

(Notice must be delivered personally by hand delivery to the employee on the campus at which the employee is employed.)

Hand delivery:

Completed: _____ Attempted: _____ (check only one)

Date: _____ By: _____ (name)

(If the employee is not present on the campus on the date that hand delivery is attempted, the notice must be mailed by prepaid certified mail or delivered by express delivery service to the employee's address of record with the District.)

Mail or delivery service:

Sent by: Certified mail _____ Express delivery service _____ (check only one)

Employee's address of record:

Date: _____ By: _____
(District representative)

REDUCTION IN FORCE
FINANCIAL EXIGENCY

DFFA
(EXHIBIT)

The forms on the following pages are provided to assist the District in notifying employees of contract termination due to financial exigency.

Exhibit A: Notice of Proposed Termination of a Probationary Contract — 1 page

Exhibit B: Notice of Proposed Termination of a Term Contract — 1 page

Exhibit C: Notice of Contract Termination — 1 page

Note: These forms are for termination of a probationary or term contract during the contract term due to financial exigency. For termination of a probationary or term contract during the contract term for reasons other than financial exigency, see DF. For termination of a probationary contract at the end of the contract term, see DFAB. For nonrenewal of a term contract at the end of the contract term, see DFBB. For nonrenewal of a term contract due to program change, see DFFB.

Delete as per update 10/15

EXHIBIT A

NOTICE OF PROPOSED TERMINATION OF PROBATIONARY CONTRACT
DURING CONTRACT TERM DUE TO FINANCIAL EXIGENCY

Date of notice: _____

Employee name: _____

On _____ (date of meeting), the Board voted to propose termination of your employment contract due to a financial exigency declared under Education Code 44.011. A copy of the District's DFFA(LOCAL) policy is attached.

The Board has determined that any hearing on this proposed termination will be conducted as follows:

- Before the Board or designee. To request a hearing on the Board's proposed termination of your employment contract, you must submit a written request to the Board not later than the 15th day after the date you receive this notice. The Board will notify you whether the hearing will be conducted by the Board or an attorney designated by the Board.
- Before an independent hearing examiner appointed by the Commissioner of Education. To request a hearing on the Board's proposed termination of your employment contract, you must submit a written request to the Commissioner of Education for appointment of an independent hearing examiner, and provide the Board a copy of the request, not later than the 15th day after the date you receive this notice.

If you do not request a hearing within 15 days of receiving this notice, the Board will vote to terminate your contract.

Please direct questions regarding the proposed termination of your contract to the Superintendent.

Signature

Printed name

Title

EXHIBIT B

NOTICE OF PROPOSED TERMINATION OF TERM CONTRACT
DURING CONTRACT TERM DUE TO FINANCIAL EXIGENCY

Date of notice: _____

Employee name: _____

On _____ (date of meeting), the Board voted to propose termination of your employment contract due to a financial exigency declared under Education Code 44.011. A copy of the District's DFFA(LOCAL) policy is attached.

The Board has determined that any hearing on this proposed termination will be conducted as follows:

- Before the Board or designee. To request a hearing on the Board's proposed termination of your employment contract, you must submit a written request to the Board not later than the tenth day after the date you receive this notice. The Board will notify you whether the hearing will be conducted by the Board or an attorney designated by the Board.
- Before an independent hearing examiner appointed by the Commissioner of Education. To request a hearing on the Board's proposed termination of your employment contract, you must notify the Board in writing not later than the tenth day after the date you receive this notice. You must also submit a written request to the Commissioner of Education for appointment of an independent hearing examiner, and provide the Board a copy of the request, not later than the 15th day after the date you receive this notice.

If you do not notify the Board of a hearing request within ten days of receiving this notice, or if you fail to timely request appointment of an independent hearing examiner, if applicable, the Board will vote to terminate your contract.

Please direct questions regarding the proposed termination of your contract to the Superintendent.

Signature

Printed name

Title

EXHIBIT C

NOTICE OF CONTRACT TERMINATION

(To be used to notify an employee of the Board's final action to terminate a probationary or term contract, if the employee fails to timely notify the Board or request a hearing.)

Date of notice: _____

Employee name: _____

On _____ (*date of meeting*), the Board took final action to terminate your employment contract, effective _____.

Please direct questions regarding the termination of your contract to the Superintendent.

Signature

Printed name

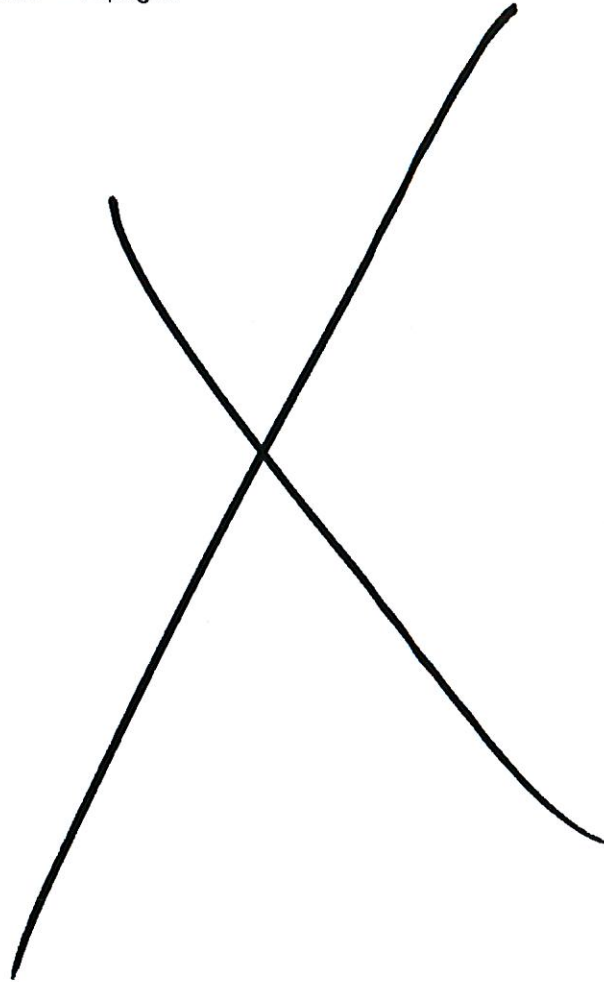
Title

INSTRUCTIONAL RESOURCES
INSTRUCTIONAL MATERIALS

EFA
(EXHIBIT)

See the following pages for forms relating to reconsideration of instructional resources:

- Exhibit A: Request for Reconsideration of Instructional Materials — 1 page
- Exhibit B: Checklist for Reconsideration of Instructional Materials — 2 pages
- Exhibit C: Gift/Donation Items — 2 pages



Delete as per Update 107

EXHIBIT A

REQUEST FOR RECONSIDERATION OF INSTRUCTIONAL MATERIALS

Name: _____ Date: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Do you represent yourself? _____ an organization? _____ (If an organization, please identify: _____)

Resource on which you are commenting:

- | | | |
|---------------|---|---------------------|
| ___ Book | ___ Magazine | ___ Audio Recording |
| ___ Textbook | ___ Library Program | ___ Newspaper |
| ___ Video/DVD | ___ Electronic information/network (please specify) | |
| ___ Display | ___ Other _____ | |

Title: _____

Author/Producer: _____

1. Have you reviewed the materials in their entirety? If not, please do so before completing and submitting this form.
2. To what in the material do you object? (Please be specific: cite pages, and the like)

3. What do you believe might be the result of using this material?

4. For what age group would you recommend this material?

5. In its place, what material of equal quality would you recommend that could be used to teach similar subject matter?

6. What do you believe should be done with the material in question?
 - Remove it from the curriculum.
 - Do not allow my child to use this material.
 - Use it as resource material or a choice selection.

Complainant signature: _____ Date: _____

EXHIBIT B

CHECKLIST FOR RECONSIDERATION OF INSTRUCTIONAL MATERIALS

Type of resource: _____

Title: _____

Author/Producer: _____

1. Purpose

- a. What is the overall purpose of the material or resource?
- b. Is the purpose accomplished? Yes No

2. Authenticity

- a. Is the author or presenter competent and qualified in the field?
 Yes No
- b. What is the reputation and significance of the author or publisher/producer in the field? _____
- c. Is the material or resource up to date? Yes No
- d. Are information sources well documented either in the resource or in guides?
 Yes No
- e. Are translations and interpretations faithful to the original?
 Yes No

3. Appropriateness

- a. Does the resource promote the educational goals and objectives of the curriculum of District schools? Yes No
- b. Is it appropriate for the level of instruction intended? Yes No
- c. Are the illustrations appropriate for the subjects and age levels?
 Yes No

4. Content

- a. Is the content of this material or resource well presented by providing adequate scope, range, depth, and continuity? Yes No
- b. Does it present information not otherwise available? Yes No
- c. Does it give a dimension or direction that is new or different from others available for the subject? Yes No

5. Review/Evaluations

a. Source of review/evaluation: _____

- Favorably reviewed
- Unfavorably reviewed

b. Does this title or resource appear in one or more reputable selection aids?

- Yes No

If answer is "yes," please list titles of selection aids.

Additional Comments:

Recommendations by review committee for treatment of questioned resource:

Signatures of review committee:

Chairperson: _____

Date: _____

EXHIBIT C

GIFTS / DONATION ITEMS

Gifts and donations are accepted with the understanding that these items will adhere to the same principles and criteria used to select and supplement the District's collection. In addition, the following standards will apply:

- Books, videos, and DVDs relevant to District students' age and reading levels are accepted if in good condition.
- No comic books or paperback books are accepted.
- The library reserves the right to decline any gift if it does not uphold the standards of the District's library selection policy.
- All gifts and donations are final.
- Reference materials such as encyclopedias, almanacs, dictionaries, and the like will be accepted if not more than five years old.
- Gifts accepted will supplement the District's collection, be donated to classroom teachers, included in library book sales, sent to the District's city public library, or sent for disposal following District guidelines.
- Individual and/or corporate monetary donations for birthday book clubs and memorials will be accepted to supplement materials specified in the District's selection policy following District guidelines.
- Gift/donation acknowledgments will be recognized through the use of bookplates.
- School library staff will not act as appraisers nor specify monetary value for gifts/donated items.
- A letter of acknowledgment specifying only quantity of items may be requested by donor.
- Donated items may be exchanged within school libraries of the District based on need/demand.

DONOR CONTRACT

Upon receipt of the stipulations set in EFB(LOCAL), the donor will sign a donor contract signifying acceptance of terms in the gift/exchange policy of the United Independent School District.

I, _____, have donated the attached itemized list of materials to the United Independent School District. I understand that I give up all rights and privileges to items donated, and that all donated items adhere to the guidelines stipulated in the aforementioned gift policy of the United Independent School District.

Signature of Donor Date

Signature of Librarian Date

Signature of School Administrator Date

xc: Donor

original: kept on file with librarian

OTHER REVENUES
GIFTS AND SOLICITATIONS

CDC
(LOCAL)

Note: For purposes of this policy, the terms "gift" and "donation" have the same meaning.

UNSOLICITED GIFTS
AUTHORITY TO
ACCEPT

The Board delegates to the Superintendent the authority to accept unsolicited gifts on behalf of the District. However, any gift that the potential donor has expressly made conditional upon the District's use for a specified purpose, or any gift of real property, shall require Board approval.

Once accepted, a gift becomes the sole property of the District.

CRITERIA FOR
ACCEPTANCE

The District shall not accept any gift that would violate or conflict with policies of or actions by the Board or with federal or state law.

Before the Superintendent accepts a gift or recommends acceptance of a gift to the Board, as applicable, the Superintendent shall consider whether the gift:

1. Has a purpose consistent with the District's educational philosophy, goals, and objectives;
2. Places any restrictions on a campus or District program;
3. Would support a program that the Board may be unable or unwilling to continue when the donation of funds is exhausted;
4. Would result in ancillary or ongoing costs for the District;
5. Requires employment of additional personnel;
6. Requires or implies the endorsement of a specific business or product [see GKB for advertising opportunities];
7. Would result in inequitable funding, equipment, or resources among District schools or programs;
8. Obligates the District or a campus to engage in specific actions; or
9. Affects the physical structure of a building or would require extensive maintenance on the part of the District.

SOLICITATIONS

An employee who solicits gifts on behalf of the District or for use in the fulfillment of his or her professional responsibilities shall comply with relevant state and federal law and any District administrative regulations.

All donations solicited on behalf of the District, including solicitations in the name of the District or a campus, or donations solicited using District or campus resources, become the sole property of the District.

OTHER REVENUES
GIFTS AND SOLICITATIONS

CDC
(LOCAL)

WEB-BASED
SOLICITATIONS

An employee may solicit web-based donations of money or items for use by the employee in fulfilling his or her professional responsibilities or for the District's use, including "crowdfunding." However, an employee shall obtain prior approval from the employee's supervisor before using the name or image of the District, a campus, or any student.

CONTRACTED SERVICES

CJ
(LOCAL)

EMPLOYMENT
ASSISTANCE
PROHIBITED

No District employee shall assist a contractor or agent of the District or of any other school district in obtaining a new job if the employee knows, or has probable cause to believe, that the contractor or agent engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative file does not violate this prohibition.

No District contractor or agent shall assist an employee, contractor, or agent of the District or of any other school district in obtaining a new job if the contractor or agent knows, or has probable cause to believe, that the individual engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition.

[See also DC for prohibitions relating to employees]

EMPLOYMENT PRACTICES

DC
(LOCAL)

PERSONNEL DUTIES	The Superintendent shall define the qualifications, duties, and responsibilities of all positions and shall ensure that job descriptions are current and accessible to employees and supervisors.
POSTING VACANCIES	<p>The guidelines that follow for advertising employment opportunities and posting notices of vacancies shall advance the Board's commitment to equal opportunity employment and to recruiting well-qualified candidates. Current District employees are eligible to apply for any vacancy.</p> <p>The continuing need to improve the educational quality of the District makes it imperative that the best qualified person, as determined by the District, fill each position. [See DC(LEGAL)]</p>
CONTRACTUAL VACANCIES	<p>Subject to the provisions for campus-based administrative positions and Section 11.163 of the Texas Education Code, notice of vacancies for contractual positions shall be advertised by posting public notices for not fewer than ten school days. Posting shall be at the District's administrative offices, at each school campus, and on the District's Internet website. Each principal/director shall further ensure posting in locations available to employees. For purposes of retaining and promoting current employees, employment opportunities for all professional vacancies for principal/director and above shall be advertised in the District's human resources department, local and regional websites, and the District's administrative offices and school campuses.</p> <p>The posting of vacancies for contractual positions shall include a current copy of the job description for the posted position. Any changes made to current job descriptions prior to posting must be approved by the Superintendent.</p> <p>School employees shall be permitted to apply for any vacancy; however, the needs of the District, as determined by the District, shall prevail over any assignment or reassignment.</p> <p>Interested candidates shall complete an application provided by the District and file it with appropriate documents in the office of human resources no later than the posted closing date in the announcement.</p>
ADMINISTRATIVE VACANCIES: PRINCIPAL, DIRECTOR, AND ABOVE	<p>The following procedures shall be followed for administrative vacancies for principal, director, and above:</p> <ol style="list-style-type: none">1. All applications shall be reviewed by the human resources department to ensure that all required materials have been submitted. Subject to the provisions for campus-based administrative positions and Section 11.163 of the Texas Education Code, notice of vacancies for contractual positions shall be advertised by posting public notices for not fewer than ten

school days. Posting shall be at the District's administrative offices, at each school campus, on the District's Internet website, and with local and out-of-town news media as necessary. Each principal/director shall further ensure posting in locations available to employees.

2. A committee comprised of central office and/or campus personnel shall prescreen qualified personnel. Once the applications have been prescreened, the committee shall interview selected candidates, and a list of finalists shall be established for the appropriate central office supervisor.
3. The appropriate central office supervisor shall conduct the interviews of finalists and make a recommendation to the Superintendent.
4. The Superintendent shall make recommendations to the Board until a recommendation is accepted.
5. Any exception to these provisions in employment must be specifically approved by the Board.

CAMPUS-BASED
VACANCIES

The Superintendent shall develop an administrative regulation for the hiring of campus-based administrators and shall annually inform the Board of such procedure.

CLASSROOM
TEACHER
VACANCIES

The following procedures shall be followed for classroom teacher vacancies:

1. All applications shall be reviewed by the human resources department to ensure that the applicant meets the District's criteria.
2. Once the applicant meets the criteria, he or she shall become part of the District's pool of qualified applicants.
3. Final selection shall be conducted as follows:
 - a. An interview committee comprised of the campus principal, site-based decision-making (SBDM) committee representatives, and other appropriate persons shall interview from the District's pool of qualified applicants.
 - b. The interview committee shall recommend a list of finalists to the campus principal.
 - c. The principal shall make a recommendation to the Superintendent or designee.
 - d. If the vacancy is for the following academic year, the principal may approve a teacher transfer (intra- or inter-campus) to fill the vacant position pursuant to DK(LOCAL).

EMPLOYMENT PRACTICES

DC
(LOCAL)

4. When a teaching vacancy occurs for summer school classroom teaching positions, the human resources department shall review and determine the pool of qualified applicants from current District teachers for the specific vacancy. From the pool of qualified applicants, the campus or summer school principal may proceed to interview candidates from the pool. If the principal chooses not to make a recommendation from the pool of qualified applicants, the vacancy shall be advertised according to established procedures, and a selection shall be made as detailed in this paragraph.

PARA-
PROFESSIONAL /
AUXILIARY
POSITIONS

Notice of vacancies for all paraprofessional/auxiliary positions shall be advertised for five working days by posting a public notice in the District's administrative offices and school campuses. Each principal/director shall further ensure posting in locations available to employees. When necessary, all employment opportunities shall periodically be advertised through local and out-of-town news media.

Current employees shall be permitted to apply for a vacancy; however, the needs of the District, as determined by the District, shall prevail over any assignment or reassignment.

Interested candidates shall complete an application provided by the District and file it with appropriate documents in the office of human resources no later than the posted closing date.

The following procedures shall be followed for paraprofessional/auxiliary vacancies:

1. All applications shall be reviewed by the human resources department to ensure that the applicants meet the District's criteria.
2. Applicants who meet the District's criteria shall become part of the District's pool of qualified applicants.
3. The campus principals and/or central office administrators shall interview from the District's pool of qualified applicants and make a recommendation to the human resources department.

APPLICATIONS

All applicants shall complete the application form supplied by the District. Information in applications for contractual positions shall be verified before a contract is offered, and information in applications for noncontractual positions shall be verified before hiring.

[For information related to the evaluation of criminal history records, see DBAA.]

EMPLOYMENT PRACTICES

DC
(LOCAL)

APPLICANT'S FORMER
EMPLOYMENT

An applicant seeking employment shall not be considered for employment by the District if he or she has been terminated or non-renewed by any former employer, was asked to resign, resigned due to employee misconduct, has negative references, or has a "do not hire" recommendation from a prior employer or supervisor. The only exceptions that the District may take into consideration are when an employer severed the employment relationship due to:

1. A reason not caused or attributed to any misconduct by the employee, which said reason shall be documented by the previous employer, in writing. In the event that the previous employer does not provide documentation, then third-party documentation (Texas Workforce Commission documentation) shall be considered. Documentation must be provided to the District prior to interviewing/hiring.
2. Lay-off due to the employer's economic conditions.
3. A reduction in force.
4. A termination that occurred prior to the age of 18.

EMPLOYMENT OF
CONTRACTUAL
PERSONNEL

The Superintendent has sole authority to make recommendations to the Board regarding the selection of contractual personnel. If the Board rejects the Superintendent's recommendation, the Superintendent shall make alternative recommendations for the Board's consideration at the next regular Board meeting, unless otherwise directed by the Board.

The Board retains final authority for employment of contractual personnel in the position of principal, director, or above.

The Board delegates to the Superintendent final authority for employment of all other contractual personnel. [See DCA, DCB, DCC, and DCE as appropriate]

EMPLOYMENT OF
NONCONTRACTUAL
PERSONNEL

The Board delegates to the Superintendent final authority to employ and dismiss noncontractual employees on an at-will basis. [See DCD]

EMPLOYMENT
ASSISTANCE
PROHIBITED

No District employee shall assist another employee of the District or of any school district in obtaining a new job if the employee knows, or has probable cause to believe, that the other employee engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition. [See CJ for prohibitions relating to contractors and agents and DH(EXHIBIT) for the Educators' Code of Ethics.]

COMPENSATION AND BENEFITS
EXPENSE REIMBURSEMENT

DEE
(LOCAL)

PRIOR APPROVAL
REQUIRED

An employee shall be reimbursed for reasonable, allowable expenses incurred in carrying out District business only with the prior approval of the employee's supervisor and in accordance with administrative regulations.

DOCUMENTATION
REQUIRED

For any allowable expense incurred, the employee shall submit a statement, with receipts to the extent feasible, documenting actual expenses.

PROBATIONARY CONTRACTS
SUSPENSION/TERMINATION DURING CONTRACT

DFAA
(LOCAL)

SUSPENSION WITH
PAY

A probationary contract employee may be suspended with pay and placed on administrative leave by the Superintendent during an investigation of alleged misconduct by the employee or at any time the Superintendent determines that the District's best interest will be served by the suspension.

TERM CONTRACTS
SUSPENSION/TERMINATION DURING CONTRACT

DFBA
(LOCAL)

SUSPENSION WITH
PAY

A term contract employee may be suspended with pay and placed on administrative leave by the Superintendent during an investigation of alleged misconduct by the employee or at any time the Superintendent determines that the District's best interest will be served by the suspension.

CONTINUING CONTRACTS
SUSPENSION/TERMINATION

DFCA
(LOCAL)

SUSPENSION WITH
PAY

A continuing contract employee may be suspended with pay and placed on administrative leave by the Superintendent during an investigation of alleged misconduct by the employee or at any time the Superintendent determines that the District's best interest will be served by the suspension.

EDUCATORS' CODE OF ETHICS

The Texas educator shall comply with standard practices and ethical conduct toward students, professional colleagues, school officials, parents, and members of the community and shall safeguard academic freedom. The Texas educator, in maintaining the dignity of the profession, shall respect and obey the law, demonstrate personal integrity, and exemplify honesty. The Texas educator, in exemplifying ethical relations with colleagues, shall extend just and equitable treatment to all members of the profession. The Texas educator, in accepting a position of public trust, shall measure success by the progress of each student toward realization of his or her potential as an effective citizen. The Texas educator, in fulfilling responsibilities in the community, shall cooperate with parents and others to improve the public schools of the community. 19 TAC 247.1

1. Professional Ethical Conduct, Practices, and Performance

Standard 1.1. The educator shall not intentionally, knowingly, or recklessly engage in deceptive practices regarding official policies of the school district, educational institution, educator preparation program, the Texas Education Agency, or the State Board for Educator Certification (SBEC) and its certification process.

Standard 1.2. The educator shall not knowingly misappropriate, divert, or use monies, personnel, property, or equipment committed to his or her charge for personal gain or advantage.

Standard 1.3. The educator shall not submit fraudulent requests for reimbursement, expenses, or pay.

Standard 1.4. The educator shall not use institutional or professional privileges for personal or partisan advantage.

Standard 1.5. The educator shall neither accept nor offer gratuities, gifts, or favors that impair professional judgment or to obtain special advantage. This standard shall not restrict the acceptance of gifts or tokens offered and accepted openly from students, parents of students, or other persons or organizations in recognition or appreciation of service.

Standard 1.6. The educator shall not falsify records, or direct or coerce others to do so.

Standard 1.7. The educator shall comply with state regulations, written local school board policies, and other state and federal laws.

Standard 1.8. The educator shall apply for, accept, offer, or assign a position or a responsibility on the basis of professional qualifications.

Standard 1.9. The educator shall not make threats of violence against school district employees, school board members, students, or parents of students.

Standard 1.10. The educator shall be of good moral character and be worthy to instruct or supervise the youth of this state.

EMPLOYEE STANDARDS OF CONDUCT

DH
(EXHIBIT)

Standard 1.11. The educator shall not intentionally or knowingly misrepresent his or her employment history, criminal history, and/or disciplinary record when applying for subsequent employment.

Standard 1.12. The educator shall refrain from the illegal use or distribution of controlled substances and/or abuse of prescription drugs and toxic inhalants.

Standard 1.13. The educator shall not be under the influence of alcohol or consume alcoholic beverages on school property or during school activities when students are present.

Standard 1.14. The educator shall not assist another educator, school employee, contractor, or agent in obtaining a new job as an educator or in a school, apart from the routine transmission of administrative and personnel files, if the educator knows or has probable cause to believe that such person engaged in sexual misconduct regarding a minor or student in violation of the law.

2. Ethical Conduct Toward Professional Colleagues

Standard 2.1. The educator shall not reveal confidential health or personnel information concerning colleagues unless disclosure serves lawful professional purposes or is required by law.

Standard 2.2. The educator shall not harm others by knowingly making false statements about a colleague or the school system.

Standard 2.3. The educator shall adhere to written local school board policies and state and federal laws regarding the hiring, evaluation, and dismissal of personnel.

Standard 2.4. The educator shall not interfere with a colleague's exercise of political, professional, or citizenship rights and responsibilities.

Standard 2.5. The educator shall not discriminate against or coerce a colleague on the basis of race, color, religion, national origin, age, gender, disability, family status, or sexual orientation.

Standard 2.6. The educator shall not use coercive means or promise of special treatment in order to influence professional decisions or colleagues.

Standard 2.7. The educator shall not retaliate against any individual who has filed a complaint with the SBEC or who provides information for a disciplinary investigation or proceeding under this chapter.

3. Ethical Conduct Toward Students

Standard 3.1. The educator shall not reveal confidential information concerning students unless disclosure serves lawful professional purposes or is required by law.

Standard 3.2. The educator shall not intentionally, knowingly, or recklessly treat a student or minor in a manner that adversely affects or endangers the learning, physical health, mental health, or safety of the student or minor.

EMPLOYEE STANDARDS OF CONDUCT

DH
(EXHIBIT)

Standard 3.3. The educator shall not intentionally, knowingly, or recklessly misrepresent facts regarding a student.

Standard 3.4. The educator shall not exclude a student from participation in a program, deny benefits to a student, or grant an advantage to a student on the basis of race, color, gender, disability, national origin, religion, family status, or sexual orientation.

Standard 3.5. The educator shall not intentionally, knowingly, or recklessly engage in physical mistreatment, neglect, or abuse of a student or minor.

Standard 3.6. The educator shall not solicit or engage in sexual conduct or a romantic relationship with a student or minor.

Standard 3.7. The educator shall not furnish alcohol or illegal/unauthorized drugs to any person under 21 years of age unless the educator is a parent or guardian of that child or knowingly allow any person under 21 years of age unless the educator is a parent or guardian of that child to consume alcohol or illegal/unauthorized drugs in the presence of the educator.

Standard 3.8. The educator shall maintain appropriate professional educator-student relationships and boundaries based on a reasonably prudent educator standard.

Standard 3.9. The educator shall refrain from inappropriate communication with a student or minor, including, but not limited to, electronic communication such as cell phone, text messaging, e-mail, instant messaging, blogging, or other social network communication. Factors that may be considered in assessing whether the communication is inappropriate include, but are not limited to:

- a. The nature, purpose, timing, and amount of the communication;
- b. The subject matter of the communication;
- c. Whether the communication was made openly or the educator attempted to conceal the communication;
- d. Whether the communication could be reasonably interpreted as soliciting sexual contact or a romantic relationship;
- e. Whether the communication was sexually explicit; and
- f. Whether the communication involved discussion(s) of the physical or sexual attractiveness or the sexual history, activities, preferences, or fantasies of either the educator or the student.

19 TAC 247.2

ATTENDANCE
COMPULSORY ATTENDANCE

FEA
(LOCAL)

Students in violation of the compulsory attendance law shall be reported to the District attendance officer, who may institute court action as provided by law.

EXCUSED ABSENCES

In addition to excused absences required by law, the District shall excuse absences for the following purposes.

HIGHER
EDUCATION VISITS

The District shall excuse a student for up to two days during the student's junior year and up to two days during the student's senior year to visit an accredited institution of higher education. A student shall be required to submit verification of such visits in accordance with administrative regulations.

EARLY VOTING OR
ELECTION CLERK

The District shall excuse a student for up to two days per school year to serve as an early voting or election clerk. A student shall be required to submit verification of service in accordance with administrative regulations.

[For extracurricular activity absences, see FM.]

WITHDRAWAL FOR
NONATTENDANCE

The District may initiate withdrawal of a student under the age of 19 for nonattendance under the following conditions:

1. The student has been absent ten consecutive school days; and-
2. Repeated efforts by the attendance officer and/or principal to locate the student have been unsuccessful.

For District-initiated withdrawal of students 19 or older, see FEA(LEGAL). Each case shall be reviewed on an individual basis by the campus Attendance Review Committee (ARC), and the student may be withdrawn upon recommendation of the ARC and/or principal.

STUDENTS
ATTENDING
HOMESCHOOLS

Students who are homeschooled are exempt from the compulsory attendance law to the same extent as students enrolled in other private schools.

Adequate documentation of homeschooling for withdrawal shall consist of either a statement of withdrawal in accordance with FD(LOCAL) indicating the date homeschooling began, or a signed and dated letter from a parent or guardian indicating that his or her child is being homeschooled and the date the homeschooling began.

The District may request from a parent or guardian a letter of assurance that a child is being educated using a curriculum designed to meet basic education goals of reading, spelling, grammar, mathematics, and a study of good citizenship.

ATTENDANCE
COMPULSORY ATTENDANCE

FEA
(LOCAL)

ENFORCING
COMPULSORY
ATTENDANCE

If a parent or guardian refuses to submit a requested statement or letter, or if the District has evidence that a school-aged child is not being homeschooled within legal requirements, the District may investigate further and, if warranted, shall pursue legal action to enforce the compulsory attendance law.

STUDENT WELFARE
WELLNESS AND HEALTH SERVICES

FFA
(LOCAL)

The District shall support the general wellness of all students by implementing measurable goals to promote sound nutrition and student health and to reduce childhood obesity.

[See EHAA for information regarding the District's coordinated school health program.]

DEVELOPMENT,
IMPLEMENTATION,
AND REVIEW OF
GUIDELINES AND
GOALS

The local school health advisory council (SHAC), on behalf of the District, shall review and consider evidence-based strategies and techniques and shall develop nutrition guidelines and wellness goals as required by law. In the development, implementation, and review of these guidelines and goals, the SHAC shall permit participation by parents, students, representatives of the District's food service provider, physical education teachers, school health professionals, members of the Board, school administrators, and members of the public.

[See BDF for required membership of the SHAC.]

WELLNESS PLAN

The SHAC shall develop a wellness plan to implement the District's nutrition guidelines and wellness goals. The wellness plan shall, at a minimum, address:

1. Strategies for soliciting involvement by and input from persons interested in the wellness plan and policy;
2. Objectives, benchmarks, and activities for implementing the wellness goals;
3. Methods for measuring implementation of the wellness goals;
4. The District's standards for foods and beverages provided, but not sold, to students during the school day on a school campus;
5. The manner of communicating to the public applicable information about the District's wellness policy and plan; and
6. The manner of communicating the plan to District staff and students.

The SHAC shall review and revise the plan on a regular basis and recommend revisions to the wellness policy when necessary.

NUTRITION
GUIDELINES

FOODS AND
BEVERAGES SOLD

The District's nutrition guidelines for reimbursable school meals and all other foods and beverages sold or marketed to students during the school day shall be designed to promote student health and reduce childhood obesity and shall be at least as restrictive as federal regulations and guidance, except when the District allows an exemption for fundraising activities as authorized by state and federal rules. [See CO and FJ]

STUDENT WELFARE
WELLNESS AND HEALTH SERVICES

FFA
(LOCAL)

FOODS AND
BEVERAGES
PROVIDED

The District shall establish standards for all foods and beverages provided, but not sold, to students during the school day. These standards shall be addressed in the District's wellness plan.

WELLNESS GOALS
NUTRITION
PROMOTION AND
EDUCATION

The District shall implement, in accordance with law, a coordinated school health program with a nutrition education component. [See EHAA] The District's nutrition promotion activities shall encourage participation in the National School Lunch Program, the School Breakfast Program, and any other supplemental food and nutrition programs offered by the District.

The District establishes the following goals for nutrition promotion:

1. The District's food service staff, teachers, and other District personnel shall consistently promote healthy nutrition messages in cafeterias, classrooms, and other appropriate settings.
2. The District shall share educational nutrition information with families and the general public to promote healthy nutrition choices and positively influence the health of students.

The District establishes the following goals for nutrition education:

1. The District shall deliver nutrition education that fosters the adoption and maintenance of healthy eating behaviors.
2. The District shall make nutrition education a District-wide priority and shall integrate nutrition education into other areas of the curriculum, as appropriate.
3. The District shall provide professional development so that teachers and other staff responsible for the nutrition education program are adequately prepared to effectively deliver the program.

PHYSICAL ACTIVITY

The District shall implement, in accordance with law, a coordinated health program with physical education and physical activity components and shall offer at least the required amount of physical activity for all grades. [See BDF, EHAA, EHAB, and EHAC]

The District establishes the following goals for physical activity:

1. The District shall provide an environment that fosters safe, enjoyable, and developmentally appropriate fitness activities for all students, including those who are not participating in physical education classes or competitive sports.
2. The District shall provide appropriate staff development and encourage teachers to integrate physical activity into the academic curriculum where appropriate.

STUDENT WELFARE
WELLNESS AND HEALTH SERVICES

FFA
(LOCAL)

3. The District shall make appropriate before-school and after-school physical activity programs available and shall encourage students to participate.
4. The District shall make appropriate training and other activities available to District employees in order to promote enjoyable, lifelong physical activity for District employees and students.
5. The District shall encourage parents to support their children's participation, to be active role models, and to include physical activity in family events.
6. The District shall encourage students, parents, staff, and community members to use the District's recreational facilities, such as tracks, playgrounds, and the like, that are available outside of the school day. [See GKD]

OTHER SCHOOL-
BASED ACTIVITIES

The District establishes the following goals to create an environment conducive to healthful eating and physical activity and to promote and express a consistent wellness message through other school-based activities:

1. The District shall allow sufficient time for students to eat meals in cafeteria facilities that are clean, safe, and comfortable.
2. The District shall promote wellness for students and their families at suitable District and campus activities.
3. The District shall promote employee wellness activities and involvement at suitable District and campus activities.

IMPLEMENTATION

The director of health services shall oversee the implementation of this policy and the development and implementation of the wellness plan and appropriate administrative procedures.

EVALUATION

The District shall comply with federal requirements for evaluating this policy and the wellness plan.

PUBLIC NOTIFICATION

The District shall annually inform and update the public about the content and implementation of the wellness policy, including posting on its website copies of the wellness policy, the wellness plan, and the required implementation assessment.

RECORDS RETENTION

The District shall retain all the required records associated with the wellness policy, in accordance with law and the District's records management program. [See CPC and FFA(LEGAL)]

STUDENT FUNDRAISING

FJ
(LOCAL)

Administrative regulations shall address student fundraising plans, approval of fundraising activities, and any required reporting on fundraisers by campus administrators.

With at least one employee managing each project, students representing their school or the District may participate in approved fundraising to benefit the District or a nonschool, charitable organization. Participation shall be voluntary and shall be approved only when the fundraising activity relates to the District's educational mission.

Fundraising shall not be permitted during class time. [See EC]

Fundraising through sales of foods and beverages that could be consumed during the school day shall meet the requirements for competitive foods unless the District allows an exception from the competitive food requirement, as permitted by state and federal law. [See CO and FFA]

RELATIONS WITH PARENT ORGANIZATIONS

GE
(LOCAL)

PARENT ORGANIZATIONS	<p>District-affiliated school-support organizations and booster organizations, and other parent groups, shall organize, fundraise or solicit donations, and function in a way that is consistent with the District's goals, philosophy, and objectives, Board policies, District administrative regulations, applicable UIL other governing association guidelines, financial and audit regulations, and the District's approved Parent Organization Guidelines. [See also CDC]</p> <p>Before engaging in fundraising or soliciting gifts, an organization or group shall notify the principal or other appropriate administrator identified in administrative regulations. [See CDC(LOCAL) for District acceptance of gifts and solicitations]</p>
USE OF DISTRICT FACILITIES	<p>District-affiliated school-support or booster organizations may use District facilities with prior approval of the appropriate administrator. Other parent groups may only use District facilities in accordance with policy GKD.</p>
PARENTAL INVOLVEMENT	<p>The Board recognizes that parent organizations and booster clubs are separate entities from the District but are mediums through which District personnel, parents, and other community members may strengthen ties with the school and District and work to enhance educational progress for all students.</p>
BOARD RESPONSIBILITY	<p>The Board is responsible for the oversight of the District, including oversight of parent or booster organizations that use the District or a campus name or claim any connection with the District or a particular campus. The Board shall approve and recognize, through the Superintendent or designee, only those organizations that, in the opinion of the Superintendent or designee, follow the guidelines established herein and operate for the benefit of the school and its students or a particular student group or activity. These organizations must also comply with guidelines established by policy in order to continue to use the school or District name or claim any connection with the school or District.</p>
SUPERINTENDENT'S DESIGNEE	<p>If not designated otherwise, for purposes of this policy and campus-affiliated organizations, the Superintendent's designee shall be the principal of each campus.</p>
GENERAL GUIDELINES	<p>All District-affiliated parent and booster organizations shall comply with the following guidelines. Any organization operating under this policy that, in the opinion of the school administration, does not adhere to this policy or any regulation established by the school administration, shall cease to be recognized by the Board as a legitimate school-related club or organization and shall not be eligible to use school facilities or services except in accordance with GKD. Additionally, the organization shall not be eligible to use the</p>

RELATIONS WITH PARENT ORGANIZATIONS

GE
(LOCAL)

District or campus names or claim any connection with the District or a particular campus.

Each organization shall:

1. Operate under a constitution and/or bylaws approved by the Superintendent or designee.
2. Maintain a current listing of officers and the designated check signers for each organization. The list shall be submitted to the Superintendent or designee.
3. Schedule all meetings through the Superintendent or designee.
4. Conduct all business in an open meeting with notification of meetings provided to the entire membership.
5. Report the minutes of the last meeting and the treasurer's report at each regularly scheduled meeting and submit a copy of both to the campus principal or designee.
6. Prohibit a student's benefit from any group activity to be dependent upon whether the student's parents or guardians are members of the parent group.
7. Follow all UIL booster club guidelines if the booster organization is for a UIL-sanctioned group such as a music, fine arts, academic, or athletic group.
8. Make no attempt to have authority in directing or influencing District employees in the administration of their duties.
9. Ensure that the organization's sole function is to support the educational activities of the designated program area.
10. Understand that the Superintendent or designee has the authority to revoke the recognition of the group or no longer allow the continued association of any school program with a parent or community organization that has been judged to be disruptive to the educational activities or goals of the program or group, or fails to comply with Board policy and guidelines.

LIAISON

Each organization shall have a District liaison designated in accordance with the District's Parent Organization Guidelines. The liaison shall follow appropriate guidelines for liaisons set forth in the Parent Organization Guidelines.

FIDUCIARY
RESPONSIBILITY

The officers of the parent or booster organization shall be responsible for the proper administration of the organization's funds in accordance with federal and state law and District policy. The accounting and financial management procedures set forth in the

RELATIONS WITH PARENT ORGANIZATIONS

GE
(LOCAL)

District's Parent Group Guidelines shall apply for all District-affiliated parent and booster organizations and shall be followed at all times.

CEASING
OPERATIONS

Each organization's bylaws shall include provisions for disposal of funds and/or property to the District in case said organization disbands or ceases to operate. Exceptions shall be made for the PTA and other nationally affiliated organizations with bylaws and constraints regarding dispersal of funds.