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The comparison is generated by commercially available software with changes shown in red. Additions are underlined and deletions are struck through. While the software competently identifies simple changes, it generally handles major rewrites of policies—including the rearrangement of existing provisions, with or without extensive editing—with less dexterity. For further assistance in parsing changes, please refer to the explanatory notes in your Localized Policy Manual update packet, if applicable, or contact your Policy Consultant/Analyst.

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.

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-

Denton ISD  
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SUPERINTENDENT  
NONRENEWAL

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(LOCAL)

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 Superintendent or other person designated by Board resolution shall serve as the investment officer of the District and shall invest District funds as directed by the Board and in accordance with the District's written investment policy and generally accepted accounting procedures. All investment transactions except investment pool funds and mutual funds shall be 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.~~
- ~~7.4.~~ No-load money market mutual funds and no-load mutual funds as permitted by Government Code 2256.014.
- ~~8.5.~~ 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.
- ~~9.6.~~ 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 individual investment owned by the District shall not exceed one year from the time of purchase. The Board may specifically authorize a longer maturity for a given investment, within legal limits.

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

DIVERSITY

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

MONITORING MARKET  
PRICES

The investment officer shall monitor the investment portfolio and shall keep the Board informed of significant 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 monthly or 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 ~~comin-  
gled~~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 project obligations. Maturities longer than one year are authorized provided legal limits are not exceeded.

OTHER REVENUES  
INVESTMENTS

CDA  
(LOCAL)

<del>INTERNAL SERVICE PROPRIETARY FUNDS</del>	Investment strategies for <u>proprietary funds including enterprise funds and</u> internal service funds shall have as their primary objectives safety, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.
<del>TRUST FIDUCIARY FUNDS</del>	Investment strategies for <u>fiduciary funds including</u> trust funds <u>and agency funds</u> shall have as their primary objectives safety, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.
SAFEKEEPING AND CUSTODY	The District shall retain clearly marked receipts providing proof of the District's ownership. The District may delegate, however, to an investment pool the authority to hold legal title as custodian of investments purchased with District funds by the investment pool.
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 <del>National Association of Securities Dealers</del> <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	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.  The District shall monitor interest rate risk using weighted average maturity and specific identification.
INTERNAL CONTROLS	A system of internal controls shall be established and documented in writing and must include specific procedures designating who has authority to withdraw funds. Also, they shall be designed to protect against losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the District. Controls deemed most important shall include:  <ol style="list-style-type: none"><li>1. Separation of transaction authority from accounting and recordkeeping and electronic transfer of funds.</li><li>2. Avoidance of collusion.</li><li>3. Custodial safekeeping.</li><li>4. Clear delegation of authority.</li></ol>



OTHER REVENUES  
INVESTMENTS

CDA  
(LOCAL)

5. Written confirmation of telephone transactions.
6. Documentation of dealer questionnaires, quotations and bids, evaluations, transactions, and rationale.
7. Avoidance of bearer-form securities.

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

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.~~

ANNUAL OPERATING BUDGET

CE  
(LOCAL)

FISCAL YEAR	The District shall operate on a fiscal year beginning <del>July 1 and ending June 30</del> <u>July 1 and ending June 30</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.
<del>AVAILABILITY OF PROPOSED BUDGET</del>	<del>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.</del>
BUDGET MEETING	The annual public meeting to discuss the proposed budget and tax rate shall be conducted as follows: <ol style="list-style-type: none"><li>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.</li><li>2. Prior to the beginning of the meeting, the Board may establish time limits for speakers.</li><li>3. Speakers shall confine their remarks to the appropriation of funds as contained in the proposed budget and/or the tax rate.</li><li>4. No officer or employee of the District shall be required to respond to questions from speakers at the meeting.</li></ol>
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 <del>shall be amended</del> when a change is made increasing any one of the functional spending categories or increasing revenue object accounts and other resources.
FUND BALANCE	A financial goal of the District shall be to have a sufficient balance in the operating fund to be able to maintain fiscal independence in

ANNUAL OPERATING BUDGET

CE  
(LOCAL)

the case of a financial need or crisis. The District shall strive to maintain a total general operating fund balance of:

1. The District's optimum fund balance as calculated pursuant to the guidelines established by TEA; or
2. Twenty-five percent of the District's total general operating fund expenditures.

Additionally, the District's unreserved/undesignated general operating fund balance shall equal at least 15 percent of the District's total general operating fund expenditures.

TRANSPORTATION MANAGEMENT  
STUDENT TRANSPORTATION

CNA  
(LOCAL)

ELIGIBILITY

The District shall not provide transportation to any student ~~who lives two or more miles from the school in the student's residential "attendance zone."~~ Additional ~~for whom it does not receive state transportation funds, except as~~ may be provided for handicapped students as required by the student's individualized education plan (IEP) program of a student with disabilities.

BUS STOPS

All students who use District transportation shall board buses at authorized stops. Authorized bus stops shall be designated by the Superintendent or designee. -Bus drivers shall load and unload passengers only at authorized stops.

The District shall regulate the assignment of bus stops through the use of corner-stop-routing. Corner-stop-routing is defined as the assignment of bus stops to designated street corners in a neighborhood or residential area. The District reserves the right to modify and/or implement route plans to promote safe and efficient transportation operations. Parents and students affected by changes in routing shall be notified by letter five school days prior to implementation of the changes. ~~-Bus drivers shall load and unload passengers only at authorized stops.~~

~~SAFETY  
PRECAUTIONS~~

~~Safety precautions shall be exercised in bus operations at all times. If at any time the bus driver is uncertain about road or vehicle conditions, or other safety factors, the driver shall park the vehicle until safe operating conditions are assured.~~

UNAUTHORIZED  
PASSENGERS

~~Spouse~~ The spouses, relatives, or friends of drivers are ~~shall be~~ prohibited from riding the bus ~~buses~~ on regular or activity routes unless ~~they are~~ assigned as a sponsor ~~sponsors~~ by the principal or the director of transportation.

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.

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.

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~~ Support-ing 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.

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 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. The initial notice or any subsequent notice shall contain the hearing procedures.

REQUEST FOR  
HEARING

If the employee desires a hearing after receiving the notice of proposed nonrenewal, the employee shall notify the Board in writing not later than the 15th day after the date the employee received the notice of proposed nonrenewal. When a timely request for a

hearing on a proposed nonrenewal is received by the Board President, 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 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:

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



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TERM CONTRACTS  
NONRENEWAL

DFBB  
(LOCAL)

date on which the hearing is concluded. This notice shall also include the Board's decision on renewal, which decision shall be final.

DATE ISSUED:  
~~5/29/2007~~11/13/2008  
~~UPDATE 80~~UPDATE 84  
DFBB(LOCAL)-A

~~ADOPTED:~~ADOPTED:

5 of 5

INSTRUCTIONAL ARRANGEMENTS  
HOMEBOUND INSTRUCTION

EEH  
(LOCAL)

GENERAL EDUCATION	<p><u>A-Consistent with TEA's Student Attendance Accounting Handbook (SAAH), a student to be confined for a minimum of four <del>consecu-</del> <del>tive</del> weeks to a hospital or homebound for medical reasons specifically documented by a physician licensed to practice in the U-<del>S-nited</del> 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 <del>Student Attendance Accounting Handbook-SAAH</del> and administrative procedures.</u></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>

ADMISSIONS  
INTRADISTRICT TRANSFERS AND CLASSROOM ASSIGNMENTS

FDB  
(LOCAL)

	<p>Students shall be assigned to schools in the attendance areas in which they reside. <del>A student who wishes to attend a school other than as assigned shall obtain prior approval from the Superintendent or designee.</del></p>
<del>INTRA-DISTRICT HIGH SCHOOL TRANSFERS</del>	<p><del>The Board has established the following criteria to govern the issuance of transfers from one high school to another within the boundaries of the District.</del></p> <p><del>1. A student shall attend the high school in the attendance zone in which his or her parents or guardian reside.</del></p>
<u>MINOR LIVING APART</u>	<p><u>The District residence of a parent, guardian, or other person having lawful control under a court order of a minor student living separate and apart shall be the residence of record for the student, and the student shall be assigned to the campus in that attendance area.</u></p>
<u>CLASS CHANGES</u>	<p><u>The campus principal shall be authorized to investigate and approve transfers of students from one classroom to another on that campus.</u></p>
<u>TRANSFERS BETWEEN SCHOOLS</u>	<p><u>The Superintendent shall be authorized to investigate and approve transfers between schools.</u></p>
<u>INTRADISTRICT HIGH SCHOOL TRANSFERS</u>	<p><u>The following criteria shall govern the approval of intradistrict transfers for high school students.</u></p> <p><u>2.1.</u> When a student has attended a high school in the District for one year, the student may continue attending that high school even though the student's legal residence changes to another high school attendance zone located within the District. <del>Students</del><u>A student</u> under this provision <del>are</del><u>shall be</u> considered <u>a</u> transfer <del>students and are student and shall be</del> subject to <del>their</del><u>evocation</u> reasons <del>for revoking transfers</del> listed in <del>item 3 below</del><u>this policy</u>.</p> <p><u>3.2.</u> In cases of extreme hardship, when appropriate circumstances warrant, or a demonstrated need for academic programs exists, a student may be transferred from one high school to another. Consideration of transfer requests shall be made for non-extracurricular purposes only. Each request for transfer shall be considered on its own merits. Decisions shall be based upon a review by the <del>Transfer Review Committee</del><u>transfer review committee</u>, composed of each affected high school principal, each affected high school campus athletic director, and an appropriate central services administrator as designated by the Superintendent. <del>Transportation for transfer students is a parental responsibility. Excessive tardies, irregular attendance, failure to pick up student at dis-</del></p>

~~missal time, and/or persistent misconduct are grounds for re-  
voking a transfer.~~

4.3. Requests for transfer from one high school to another high school within the District shall be accepted from January 1 through April 15 for the next school year. ~~The Transfer Review Committee~~The transfer review committee shall approve or deny ~~the~~ transfer requests between April 15 and May 1 each year. Transfer denials may be appealed to the Superintendent or designee between May 1 and May 31 each year. The Superintendent or designee may review and grant transfers at other times only in the event of extreme hardship. Until an approved transfer has been received, a student ~~is to~~ shall pre-enroll in, enroll in, and attend ~~at~~ his or her assigned high school based on the residence of his or her parents or guardian.

5.4. An approved transfer to another District high school ~~is~~shall be valid until the student completes the last grade offered at the campus, unless ~~the transfer~~ is revoked for reasons listed in ~~item 3 above~~this policy.

HIGH SCHOOL UIL  
ELIGIBILITY

Under rules set forth by the University Interscholastic League (UIL), a student shall not be eligible to participate in UIL activities in any high school other than the ~~one that serves school serving~~ the area in which the student resides. ~~This prohibition is~~shall be waived if a transfer is approved under provisions ~~in item 3.~~of this policy.

UIL ATHLETICS

The first time a student ~~who is~~ new to the District participates in UIL high school athletic practice or begins classes, the student shall establish eligibility in that high school by the location of the student's bona fide residence.

The first time a current District student participates in a District-approved athletic activity in grade 8, the student shall have established his or her athletic eligibility in high school based ~~upon~~ the attendance zone in which the student's residence, as defined by the UIL Constitution and Contest Rules, is located.

If a student's residence changes from one attendance zone to another, he or she shall be eligible at either high school and shall submit, in writing within 30 calendar days, his or her preference of eligibility ~~in writing within 30 calendar days~~ to the principal of the school from which he or she has moved. Once a student has submitted his or her written preference of eligibility, the student has declared that campus as his or her campus of athletic eligibility. If the student later chooses to attend high school at his or her home attendance zone campus, he or she shall be ineligible for varsity

competition at that campus for one calendar year from the date of enrollment.

If a student's residence changes from one attendance zone to another, and he or she has represented another school (grade 8 or above) the current or previous year in any UIL athletic activity, he or she is ineligible for varsity competition for one school year during the student's junior or senior year in all sports ~~participated~~ until:

1. Parents have a bona fide residence in the attendance zone;
2. A student's parent signs a statement (in the presence of school officials or a notary) that the ~~parents reside~~parent resides in a bona fide residence within the zone and that the change of schools was not made for athletic purposes; and
3. A student's change is approved by the UIL district executive committee before the student competes at the varsity level.  
[See the current Edition of the Constitution and Contest Rules of the University Scholastic League]

~~RECRUITING~~

~~A District employee who has been judged by the Superintendent or designee to have participated in the recruiting of a student to attend a school outside his or her attendance zone in order to participate in extracurricular activities, may be subject to disciplinary action.~~

APPEALS

[See UIL Constitution and Contest Rules]

~~TRANSFER OF  
EMPLOYEES'  
CHILDREN~~

~~Campus-level employees shall be granted the opportunity of enrolling their children, prekindergarten-grade 12, at the campus in which the employee is assigned. After the student has completed the last grade in the campus of the parent's assignment, he or she shall be assigned to the attendance zone of the parent's residence and shall be eligible to apply for transfer as is any regular student.~~

~~In accordance with this provision, all UIL regulations regarding the transfer of high school students as found in the UIL guidelines and referenced in this policy under HIGH SCHOOL UIL ELIGIBILITY shall be observed.~~

RECRUITING

A District employee who has been judged by the Superintendent or designee to have participated in the recruiting of a student to attend a school outside his or her attendance zone in order to participate in extracurricular activities may be subject to disciplinary action.

ADMISSIONS  
INTRADISTRICT TRANSFERS AND CLASSROOM ASSIGNMENTS

FDB  
(LOCAL)

INTRA-DISTRICT  
TRANSFERS  
ELEMENTARY AND  
MIDDLE SCHOOL

~~The Board has established policies to govern the issuance of transfers from one elementary or middle school to another within the boundaries of the District, as follows:~~

~~Parents desiring~~A parent wishing to transfer ~~their~~a student to another elementary or middle school shall complete a transfer request form at the school the student wishes to attend. The principal of the receiving school shall approve or disapprove the transfer request.

The following criteria shall govern the approval of intradistrict transfers for elementary and middle school students.

2.1. A student who has been granted a regular transfer shall be allowed to enroll on a temporary basis each school year thereafter.

3.2. If enrollment exceeds the legal limits, a transfer students may be required to return to ~~their-the~~ home campus or seek a transfer to another campus. This could occur at any time during the school year.

4.3. When a student moves during the school year but remains within the boundaries of the District, the student may request a transfer to remain at the campus for the remainder of the school year.

~~PARENTS SHALL BE  
RESPONSIBLE FOR  
TRANSFER OF  
EMPLOYEES'  
CHILDREN~~

Campus-level employees shall be granted the opportunity of enrolling their children, prekindergarten–grade 12, at the campus to which the employee is assigned. After a student has completed the last grade at that campus, he or she shall be assigned to the attendance zone of the parent’s residence and shall be eligible to apply for a transfer in the same manner as any other student.

In accordance with this provision, all UIL regulations regarding the transfer of high school students as found in the UIL guidelines and referenced in this policy under HIGH SCHOOL UIL ELIGIBILITY shall be observed.

TRANSPORTATION-

Transportation for an intradistrict transfer student shall be the responsibility of the parent or guardian.

DENYING REQUESTS

~~Reasonable~~The reasonable basis for denying ~~aan~~ intradistrict transfer request shall include, but ~~are~~ not be limited to, the following:

1. Size/grade-level enrollment;
2. Room and instruction capacity in the school;
3. Established curricula;

ADMISSIONS  
INTRADISTRICT TRANSFERS AND CLASSROOM ASSIGNMENTS

FDB  
(LOCAL)

	<ol style="list-style-type: none"><li>4. A student's discipline history;</li><li>5. Ethnic balance among schools;</li><li>6. Court orders with the Department of Education Office of Civil Rights;</li><li>7. Program services; <u>and</u></li><li>8. A student's attendance.</li></ol>
REVOKING TRANSFERS	<p>Reasons for revoking <u>an intradistrict</u> transfer <u>shall</u> include, but <u>are</u> not <u>be</u> limited to, the following:</p> <ol style="list-style-type: none"><li>1. Lack of parental support for <u>all</u>-campus guidelines;</li><li>2. Student misconduct;</li><li>3. Student <u>tardiestardiness</u>;</li><li>4. Student attendance history;</li><li>5. Failure to pick up student at dismissal time; and</li><li>6. Supplying false information.</li></ol>
CLOSING GRADE LEVELS	<p>Occasionally, it may become necessary to close a grade level temporarily if enrollment exceeds state limits or current District enrollment guidelines. The District shall provide transportation for a new student who may be assigned to a campus other than the home campus. The student may return to the home campus when space becomes available.</p>
CLASS CHANGES	<p><del>The campus principal shall be authorized to investigate and approve</del><b>Note:</b> For transfers of students <del>from one classroom to another on that campus.</del> [See FDB(LEGAL)]</p>
TRANSFERS BETWEEN SCHOOLS	<hr/> <p><del>The Superintendent shall also be authorized to approve transfers between schools based on the results of an investigation into allegations</del> <u>who are victims of bullying</u> <del>—[See, see FDB(LEGAL)].</del> <u>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.</u></p> <hr/>