

# Agenda of Regular Meeting Baird Independent School District Board of Trustees

**Date:** Monday, November 17, 2025  
**Time:** 6:30 PM  
**Location:** Baird ISD Library, 600 W 7th St, Baird, Texas 79504

The Baird ISD Board of Trustees welcomes comments from the public on items of public interest. Public participation is governed by Board Policy BED(LOCAL) and is available on the district website. Individuals who wish to participate during the portion of the meeting designated for public comment shall sign up with before the meeting begins and identify the topic on which they wish to address the Board. Comment during special meetings is limited to items on the posted agenda.

## Agenda Items

<b>I. Call to Order</b>	
<b>II. Invocation</b>	
<b>III. Establish Quorum</b>	
<b>IV. Public Comment</b>	
<b>V. November 4, 2025, Elections</b>	
A. Adoption of an order canvassing returns and declaring results of bond election.	4
B. Adoption of an order canvassing returns and declaring results of Trustee election.	11
C. Oath of Office for Declared Winners	17
D. Reorganization of Board of Trustees	
<b>VI. Reports</b>	
A. Campus Reports	
1. Elementary	Michael Waggoner, Principal
2. High School	James Stevens, Principal
3. Athletic Report	19
B. Superintendent Report	20 Tim Little, Superintendent

1. Financial Reports

2. Investment Report

3. Enrollment Report 22

4. Employee of the Month 24

**VII. Discussion or Action Items**

*The following items are presented for discussion or possible action by the Board. At its discretion, the Board may act or chose not to act, on any of these items.*

**A. Construction and Bond Projects**

1. Discussion and possible action to approve Construction Manager-Agent as the delivery method for building projects related to the 2025 bond

2. Discussion and possible action to approve Gallagher Construction Services as the Construction Manager-Agent for building projects related to the 2025 bond

3. Consideration and possible action to authorize WRA Architects to proceed with the design phase of the November 2025 bond program

4. Consideration and possible action to approve the proposed timeline for the sale of the November 2025 bond, as presented by Live Oak Public Finance.

**B. Procedural**

1. Discussion and possible action to approve minutes of prior meetings 25

2. Discussion regarding development of a new format for the Superintendent’s annual evaluation.

**C. Instruction**

1. Discussion and possible action to approve district library book order in compliance with Senate Bill 13 29

**D. Policy and Legal Compliance**

1. Discussion of TASB Policy Update 126, LEGAL policies and LOCAL policies as attached (First Reading, no action required) 37

## E. School Business

1. Discussion and possible action to review options for returning to TRS-ActiveCare as the district's health insurance provider

147

## VIII. Executive Session

- A. Discussion and possible action to appoint a Trustee to fill the unexpired term created by the resignation of Carrie Smith.

## IX. Action on Executive Session Items

## X. Adjourn

**If, during the course of any duly posted meeting, the Board of Trustees determines that a closed or executive session is required regarding an item posted on the Agenda, that session will be held on any or all subjects and purposes permitted by Sections 551.071, 551.072, 551.073, 551.074, 551.076, 551.082, 551.084 of the Government Code (the Texas Open Meetings Act). If a final vote is required on any matter considered in the closed or executive session, it shall be taken either upon the reconvening of the public session covered by this notice or at a subsequent, duly posted, public meeting as the Board shall determine.**

**Baird Independent School District**  
**November 2025**

1. Consider and take action to adopt an Order Canvassing Returns and Declaring Results of Bond Election.
  - a. Sample Motion Language: *“I move that the Board of Trustees adopt the Order Canvassing Returns and Declaring Results of Bond Election, as presented.”*

**ACKNOWLEDGEMENT OF RECEIPT OF NOTICE**

I, the undersigned, was a member of the Board of Trustees (the “Board”) of the Baird Independent School District at the time that a special meeting of the Board was held on November \_\_\_\_\_, 2025, which meeting I failed to attend, and at which meeting the Board adopted the following order:

**ORDER CANVASSING RETURNS AND DECLARING  
RESULTS OF BOND ELECTION**

I hereby acknowledge that sufficient notice of such meeting was given to me and hereby waive any other notice to which I otherwise may have been entitled.

WITNESS MY HAND THIS \_\_\_\_\_, 2025.

By: \_\_\_\_\_

Name: \_\_\_\_\_

**CERTIFICATE FOR ORDER**

I, the undersigned officer of the Baird Independent School District (the “District”), hereby certify as follows:

1. The Board of Trustees of the District (the “Board”) convened in a \_\_\_\_\_ (*regular or special*) meeting on \_\_\_\_\_ (*date*), at the regular meeting place thereof within the District, and the roll was called of the duly constituted officers and members of the Board, to-wit:

Kenneth Brock	President
Lori Higgins	Vice President
Krystal Bounds	Secretary
Jody Gerngross	Trustee
Royce McAdams	Trustee
Michael Parker	Trustee
<i>Vacant</i>	

and all of such persons were present, except \_\_\_\_\_, thus constituting a quorum. Whereupon, among other business, the following was transacted at such meeting: a written

**ORDER CANVASSING RETURNS AND DECLARING RESULTS OF BOND ELECTION**

was duly introduced for the consideration of such Board. It was then duly moved and seconded that such order be adopted; and, after due discussion, such motion, carrying with it the adoption of such order, prevailed and carried by the following vote:

\_\_ Ayes      \_\_ Noes      \_\_ Abstained

2. That a true, full and correct copy of the aforesaid order adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that such order has been duly recorded in the Board’s minutes of such meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the Board’s minutes of such meeting pertaining to the adoption of such order; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Board as indicated therein; that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that the order would be introduced and considered for adoption at such meeting, and each of such officers and members consented, in advance, to the holding of such meeting for such purpose; that such meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of such meeting was given as required by the Open Meetings Law, Chapter 551, Texas Government Code, as amended.

[Signature page follows]

SIGNED AND SEALED this \_\_\_\_\_.

\_\_\_\_\_  
Secretary, Board of Trustees

(DISTRICT SEAL)

**ORDER CANVASSING RETURNS AND DECLARING  
RESULTS OF BOND ELECTION**

WHEREAS, on November 4, 2025, there was held within and throughout the territory of the Baird Independent School District (the “District”) an election (the “Election”) at which the following propositions were submitted to the resident, qualified electors of the District, to-wit:

Baird Independent School District - Proposition A

Shall the Board of Trustees (the “Board”) of the Baird Independent School District (the “District”) be authorized to issue bonds of the District, in one or more series or installments, in the amount of \$23,000,000 for the construction, acquisition, rehabilitation, renovation, expansion, improvement and equipment of school buildings (which shall include, but not be limited to, elementary and high school renovations, various safety/security improvements, a band hall, a STEM facility and various other improvements to District facilities), the acquisition of land for such buildings, and the purchase of new school buses, which bonds shall mature, bear interest and be issued and sold in accordance with law at the time of issuance; and shall the Board be authorized to levy, impose and pledge, and cause to be assessed and collected, annual ad valorem taxes on all taxable property in the District sufficient, without limit as to rate or amount, to pay the principal of and interest on the bonds, and the costs of any credit agreements (including credit agreements executed or authorized in anticipation of, in relation to, or in connection with the bonds), all as authorized by the constitution and laws of the State of Texas and the United States of America?

WHEREAS, the tabulation of the results of the Election on Proposition A was as follows:

\_\_\_\_\_ Votes “For”

\_\_\_\_\_ Votes “Against”

Baird Independent School District - Proposition B

Shall the Board of Trustees (the “Board”) of the Baird Independent School District (the “District”) be authorized to issue bonds of the District, in one or more series or installments, in the amount of \$2,500,000 for the construction, acquisition, rehabilitation, renovation, expansion, improvement and equipment of housing for teachers and the acquisition of land for such housing, which bonds shall mature, bear interest and be issued and sold in accordance with law at the time of issuance; and shall the Board be authorized to levy, impose and pledge, and cause to be assessed and collected, annual ad valorem taxes on all taxable property in the District sufficient, without limit as to rate or amount, to pay the principal of and interest on the bonds, and the costs of any credit agreements (including credit agreements executed or authorized in anticipation of, in relation to, or in connection with the bonds), all as authorized by the constitution and laws of the State of Texas and the United States of America?

WHEREAS, the tabulation of the results of the Election on Proposition B was as follows:

\_\_\_\_\_ Votes “For”

\_\_\_\_\_ Votes “Against”

NOW, THEREFORE, IT IS ORDERED BY THE BOARD OF TRUSTEES OF THE BAIRD INDEPENDENT SCHOOL DISTRICT THAT:

Section 1.     Election Results. The Election was duly called and notice thereof given in accordance with law; the Election was held in the manner required by law; only resident, qualified electors of the District voted at the Election; a written return of the election results was made to the District in accordance with the Election Code; and the resident, qualified electors of the District voting in the Election, including absentee voting, voted “FOR” or “AGAINST” Proposition A and Proposition B, respectively, as noted above.

Section 2.     Tabulation of Votes. The official returns shall be delivered to the Secretary of the Board of Trustees, who is hereby directed to enter in the Election register the tabulation of the votes cast for and against Proposition A and Proposition B, respectively, and to preserve such tabulations as required by law.

Section 3.     Notice of Meeting. It is hereby officially found and determined that the meeting at which this Order was adopted was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Law, Chapter 551, Texas Government Code, as amended.

Section 4.     Effective Date. This Order is effective immediately upon its passage and approval.

*[Signature page follows]*

PASSED AND APPROVED this \_\_\_\_\_.

\_\_\_\_\_  
President, Board of Trustees

ATTEST:

\_\_\_\_\_  
Secretary, Board of Trustees

Cumulative Results Report

CALLAHAN COUNTY, TEXAS

Unofficial Results

Official

#1 ACCEPTED PROVISIONALS GENERAL ELECTION

Registered Voters

2034 of 0 = 0.00%

#2 REJECTED PROVISIONALS

11/4/2025

#0 CORRECTION ACTION ACCEPTED

Precincts Reporting

0 of 19 = 0.00%

Run Time 1:30 PM

Page 1

#1 CORRECTION ACTION REJECTED

Run Date 11/13/2025

STATE OF TEXAS PROPOSITION 1

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		12	100.00%	686	72.59%	734	70.85%	1,432	71.85%
AGAINST		0	0.00%	259	27.41%	302	29.15%	561	28.15%
Cast Votes:		12	100.00%	945	100.00%	1,036	100.00%	1,993	100.00%
Undervotes:		0		17		24		41	
Overvotes:		0		0		0		0	

STATE OF TEXAS PROPOSITION 2

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		11	91.67%	833	88.15%	909	87.40%	1,753	87.78%
AGAINST		1	8.33%	112	11.85%	131	12.60%	244	12.22%
Cast Votes:		12	100.00%	945	100.00%	1,040	100.00%	1,997	100.00%
Undervotes:		0		17		20		37	
Overvotes:		0		0		0		0	

STATE OF TEXAS PROPOSITION 3

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		11	91.67%	784	82.79%	814	79.34%	1,609	81.06%
AGAINST		1	8.33%	163	17.21%	212	20.66%	376	18.94%
Cast Votes:		12	100.00%	947	100.00%	1,026	100.00%	1,985	100.00%
Undervotes:		0		15		34		49	
Overvotes:		0		0		0		0	

STATE OF TEXAS PROPOSITION 4

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		12	100.00%	727	77.09%	774	74.85%	1,513	76.07%
AGAINST		0	0.00%	216	22.91%	260	25.15%	476	23.93%
Cast Votes:		12	100.00%	943	100.00%	1,034	100.00%	1,989	100.00%
Undervotes:		0		19		26		45	
Overvotes:		0		0		0		0	

Official

JOINT GENERAL ELECTION

Registered Voters

2034 of 0 = 0.00%

Precincts Reporting

0 of 19 = 0.00%

Run Time: 1:30 PM  
Run Date: 11/13/2025

11/4/2025

Page 2

**STATE OF TEXAS PROPOSITION 5**

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		11	91.67%	775	83.60%	844	82.50%	1,630	83.08%
AGAINST		1	8.33%	152	16.40%	179	17.50%	332	16.92%
Cast Votes:		12	100.00%	927	100.00%	1,023	100.00%	1,962	100.00%
Undervotes:		0		35		37		72	
Overvotes:		0		0		0		0	

**STATE OF TEXAS PROPOSITION 6**

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		7	70.00%	711	77.79%	756	75.45%	1,474	76.53%
AGAINST		3	30.00%	203	22.21%	246	24.55%	452	23.47%
Cast Votes:		10	100.00%	914	100.00%	1,002	100.00%	1,926	100.00%
Undervotes:		2		48		58		108	
Overvotes:		0		0		0		0	

**STATE OF TEXAS PROPOSITION 7**

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		12	100.00%	842	90.34%	937	91.15%	1,791	90.82%
AGAINST		0	0.00%	90	9.66%	91	8.85%	181	9.18%
Cast Votes:		12	100.00%	932	100.00%	1,028	100.00%	1,972	100.00%
Undervotes:		0		30		32		62	
Overvotes:		0		0		0		0	

**STATE OF TEXAS PROPOSITION 8**

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		11	91.67%	873	92.58%	948	91.42%	1,832	91.97%
AGAINST		1	8.33%	70	7.42%	89	8.58%	160	8.03%
Cast Votes:		12	100.00%	943	100.00%	1,037	100.00%	1,992	100.00%
Undervotes:		0		19		23		42	
Overvotes:		0		0		0		0	

Official

JOINT GENERAL ELECTION

Registered Voters

2034 of 0 = 0.00%

Precincts Reporting

0 of 19 = 0.00%

Run Time 1:30 PM

11/4/2025

Run Date 11/13/2025

Page 3

STATE OF TEXAS PROPOSITION 9

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		12	100.00%	786	85.25%	841	82.13%	1,639	83.71%
AGAINST		0	0.00%	136	14.75%	183	17.87%	319	16.29%
Cast Votes:		12	100.00%	922	100.00%	1,024	100.00%	1,958	100.00%
Undervotes:		0		40		36		76	
Overvotes:		0		0		0		0	

STATE OF TEXAS PROPOSITION 10

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		12	100.00%	878	93.60%	958	93.19%	1,848	93.43%
AGAINST		0	0.00%	60	6.40%	70	6.81%	130	6.57%
Cast Votes:		12	100.00%	938	100.00%	1,028	100.00%	1,978	100.00%
Undervotes:		0		24		32		56	
Overvotes:		0		0		0		0	

STATE OF TEXAS PROPOSITION 11

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		10	83.33%	815	86.24%	861	84.00%	1,686	85.07%
AGAINST		2	16.67%	130	13.76%	164	16.00%	296	14.93%
Cast Votes:		12	100.00%	945	100.00%	1,025	100.00%	1,982	100.00%
Undervotes:		0		17		35		52	
Overvotes:		0		0		0		0	

STATE OF TEXAS PROPOSITION 12

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		11	91.67%	783	85.11%	850	84.75%	1,644	84.96%
AGAINST		1	8.33%	137	14.89%	153	15.25%	291	15.04%
Cast Votes:		12	100.00%	920	100.00%	1,003	100.00%	1,935	100.00%
Undervotes:		0		42		57		99	
Overvotes:		0		0		0		0	

Cumulative Results Report

CALLAHAN COUNTY, TEXAS

Unofficial Results

Official

JOINT GENERAL ELECTION

Registered Voters

2034 of 0 = 0.00%

Run Time

1:30 PM

11/4/2025

Run Date

11/13/2025

Page 4

Precincts Reporting

0 of 19 = 0.00%

STATE OF TEXAS PROPOSITION 13

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		12	100.00%	856	89.63%	891	86.59%	1,759	88.13%
AGAINST		0	0.00%	99	10.37%	138	13.41%	237	11.87%
Cast Votes:		12	100.00%	955	100.00%	1,029	100.00%	1,996	100.00%
Undervotes:		0		7		31		38	
Overvotes:		0		0		0		0	

STATE OF TEXAS PROPOSITION 14

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		9	75.00%	609	64.72%	625	61.33%	1,243	63.03%
AGAINST		3	25.00%	332	35.28%	394	38.67%	729	36.97%
Cast Votes:		12	100.00%	941	100.00%	1,019	100.00%	1,972	100.00%
Undervotes:		0		21		41		62	
Overvotes:		0		0		0		0	

STATE OF TEXAS PROPOSITION 15

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		11	91.67%	867	91.46%	938	90.54%	1,816	90.98%
AGAINST		1	8.33%	81	8.54%	98	9.46%	180	9.02%
Cast Votes:		12	100.00%	948	100.00%	1,036	100.00%	1,996	100.00%
Undervotes:		0		14		24		38	
Overvotes:		0		0		0		0	

STATE OF TEXAS PROPOSITION 16

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		9	81.82%	915	96.01%	986	94.08%	1,910	94.93%
AGAINST		2	18.18%	38	3.99%	62	5.92%	102	5.07%
Cast Votes:		11	100.00%	953	100.00%	1,048	100.00%	2,012	100.00%
Undervotes:		1		9		12		22	
Overvotes:		0		0		0		0	

Official

JOINT GENERAL ELECTION

Registered Voters

2034 of 0 = 0.00%

Precincts Reporting

0 of 19 = 0.00%

Run Time 1:30 PM

11/4/2025

Run Date 11/13/2025

Page 5

**STATE OF TEXAS PROPOSITION 17**

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		9	81.82%	822	88.20%	844	83.98%	1,675	85.99%
AGAINST		2	18.18%	110	11.80%	161	16.02%	273	14.01%
Cast Votes:		11	100.00%	932	100.00%	1,005	100.00%	1,948	100.00%
Undervotes:		1		30		55		86	
Overvotes:		0		0		0		0	

**CITY OF CLYDE MAYOR - Vote for none or one**

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Paul McGuire		1	100.00%	92	33.95%	88	31.32%	181	32.73%
Blake Adams		0	0.00%	77	28.41%	79	28.11%	156	28.21%
Stephen Steele		0	0.00%	102	37.64%	114	40.57%	216	39.06%
Cast Votes:		1	100.00%	271	100.00%	281	100.00%	553	100.00%
Undervotes:		0		17		10		27	
Overvotes:		0		0		0		0	

**CITY OF CLYDE CITY COUNCIL MEMBER - Vote for none, one or two**

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Danny A. White		1	50.00%	90	22.96%	81	21.83%	172	22.48%
Bo Davidson		1	50.00%	160	40.82%	169	45.55%	330	43.14%
Michael Shellhammer		0	0.00%	142	36.22%	121	32.61%	263	34.38%
Cast Votes:		2	100.00%	392	100.00%	371	100.00%	765	100.00%
Undervotes:		0		184		211		395	
Overvotes:		0		0		0		0	

**CITY OF BAIRD CITY COUNCIL MEMBER - Vote for none, one, two or three**

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
David Parkhill		0	0.00%	76	24.52%	41	21.13%	117	23.21%
Terry Neal		0	0.00%	81	26.13%	45	23.20%	126	25.00%
Hector Aguirre		0	0.00%	70	22.58%	55	28.35%	125	24.80%
Sandra Collins		0	0.00%	83	26.77%	53	27.32%	136	26.98%
Cast Votes:		0	0.00%	310	100.00%	194	100.00%	504	100.00%
Undervotes:		3		134		124		261	
Overvotes:		0		0		0		0	

Cumulative Results Report

CALLAHAN COUNTY, TEXAS

Unofficial Results

Official

JOINT GENERAL ELECTION

Registered Voters

2034 of 0 = 0.00%

Run Time 1:30 PM

11/4/2025

Precincts Reporting

0 of 19 = 0.00%

Run Date 11/13/2025

Page 6

**BAIRD INDEPENDENT SCHOOL DISTRICT SCHOOL BOARD TRUSTEE - Vote for none, one or two**

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Amenda Palacio		0	0.00%	27	6.72%	19	6.83%	46	6.76%
Larry McIntire		0	0.00%	95	23.63%	67	24.10%	162	23.82%
Pamela Taylor		0	0.00%	47	11.69%	39	14.03%	86	12.65%
Efraim "E" Rodriguez		0	0.00%	90	22.39%	64	23.02%	154	22.65%
Krystal Windham Bounds		0	0.00%	143	35.57%	89	32.01%	232	34.12%
Cast Votes:		0	0.00%	402	100.00%	278	100.00%	680	100.00%
Undervotes:		2		112		114		228	
Overvotes:		0		0		0		0	

**Baird Independent School District Proposition A THIS IS A PROPERTY TAX INCREASE.**

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		0	0.00%	158	63.20%	103	54.21%	261	59.18%
AGAINST		1	100.00%	92	36.80%	87	45.79%	180	40.82%
Cast Votes:		1	100.00%	250	100.00%	190	100.00%	441	100.00%
Undervotes:		0		7		6		13	
Overvotes:		0		0		0		0	

**Baird Independent School District Proposition B THIS IS A PROPERTY TAX INCREASE.**

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		0	0.00%	134	53.60%	85	44.97%	219	49.77%
AGAINST		1	100.00%	116	46.40%	104	55.03%	221	50.23%
Cast Votes:		1	100.00%	250	100.00%	189	100.00%	440	100.00%
Undervotes:		0		7		7		14	
Overvotes:		0		0		0		0	

\*\*\* End of report \*\*\*

This space reserved for office use

Submit to:  
SECRETARY OF STATE  
Government Filings Section  
P O Box 12887  
Austin, TX 78711-2887  
512-463-6334



OATH OF OFFICE

Filing Fee: None

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,  
I, \_\_\_\_\_, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of \_\_\_\_\_ of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

\_\_\_\_\_  
Signature of Officer

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

Sworn to and subscribed before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

(seal)

\_\_\_\_\_  
Signature of Notary Public or Other Officer  
Administering Oath

\_\_\_\_\_  
Printed or Typed Name

**Form #2201 Rev. 05/2020**  
**Submit to:**  
**SECRETARY OF STATE**  
**Government Filings**  
**Section P O Box 12887**  
**Austin, TX 78711-2887**  
**512-463-6334**  
**512-463-5569 - Fax**  
**Filing Fee: None**



**STATEMENT OF OFFICER**

**Statement**

I, \_\_\_\_\_, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: \_\_\_\_\_

**Execution**

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Officer

# Baird High School/ Junior High November 2025 Board Report

## Student accomplishments

Band Placed 6th in the state Marching Competition in State, the Highest a Baird Band has ever placed

TMCN Placed 1st in their regional Competition for their downtown Daycare Playground/Community Park Project

## Important Dates:

- Nov 18th- Baird FFA Meeting
- Nov 19th- HS Industry Tour- Finance
- Nov 21st- Senior Pie Party
- Nov 22-26th- Thanksgiving Break
- Dec 2nd- EOC Retesting
- Dec 3rd- JH District UIL Speaking Events
- Dec 4th-6th- Baird Basketball Tournament
- Dec 5th- JH All Region Band Tryouts
- Dec 9th- Baird ISD Luncheon provided by the Culinary Arts Students
- Dec 10th JH District UIL @ Baird (No School that day)
- Dec 12th- HS All Region Band Tryouts

## Campus Data:

	2025-2026 School Year				2024-2025 School Year			
<b>Aver Max ADA</b>	144	145	141		<b>Aver Max ADA</b>	138	140	137
<b>ADA</b>	137.23	138	137		<b>ADA</b>	131.14	132.25	128.11
	1st 6 wks	2nd 6 wks	<b>3rd 6 wks So Far*</b>			1st 6 wks	2nd 6 wks	3rd 6 wks
<b>CTE FTE Tier 1</b>	8.84	8.81	9.28		<b>CTE FTE Tier 1</b>	5.63	6.69	7.78
<b>CTE FTE Tier 2</b>	17.99	18.25	19.19		<b>CTE FTE Tier 2</b>	20.36	20.95	19.74
<b>CTE FTE Tier 3</b>	23.66	23.92	23.38		<b>CTE FTE Tier 3</b>	16.29	17.25	17.3
<b>Total CTE FTE</b>	50.49	50.98	51.85		<b>Total CTE FTE</b>	42.28	44.89	44.82

# **Baird ISD Athletics Board Report**

## **November 2025**

### **Football**

The 2025 football season has officially concluded. The high school team finished the season with **25 players on the roster** and **19 active players** in the final game. The Bears finished **3rd place in district** play with an overall record of **3-7**.

Our **Junior High Football** team completed an outstanding season, finishing **8-0-1**, tying **Gordon 48-48** in their final matchup to cap off an undefeated season.

### **Playoff Hosting**

With our season complete, we are proud to serve as a **playoff host site**. On **November 7th and 8th**, we hosted playoff games for the **6-Man TAI AO League**, and again on **November 15th**. We continue to receive numerous calls from schools interested in using our facilities. Visiting teams and officials have expressed how impressed they are with the quality of our facilities and hospitality.

### **Basketball**

#### **Girls Basketball**

Currently we have **12 players** on our 2025-2026 High School roster. Our **current record is 1-0**.

#### **Results:**

Scrimmage vs Eastland (3A) 29-32 Loss

Scrimmage vs Stamford (2A) 31-29 Win

Scrimmage vs Hamlin (2A) 25-15 Win

Scrimmage vs Motley County (2A) 28-1 Win

Scrimmage vs Highland (1A) 30-13 Loss

Game vs Lueders-Avoca (1A) 78-21 Win

#### **Junior High Girls Basketball**

Currently we have **21 active players** for Junior High Girls Basketball and have fielded both an "A-Team" and "B-Team." Both teams will have their season opener November 13th vs Eula.

#### **Boys Basketball**

Currently have 15 HS basketball players. Enough for a V and JV. Possible scrimmage coming up. First real game on Nov. 18 vs Garner.

JH program has 21 players. We will be using 6th grade to provide enough for two teams. First game is on Nov. 13 vs Eula.

## **Baird Tournament**

Boys - Baird, Menard, Zephyr, Midland TLCA, Irion County

Girls - Baird, Menard, Zephyr, Midland TLCA, Irion County, Abbott, Florence, Munday

Tournament will be on Dec. 4-6. All teams get four games. Looking forward to having so many people from around the state come to our gym and community for the weekend.

## **Junior High Basketball**

Currently we have **21 active players** for Junior High Girls Basketball and have fielded both an "A-Team" and "B-Team." Both teams will have their season opener November 13th vs Eula.

## **Facilities Update**

The **turf field corrections** have been completed — **hash marks are now in the proper locations**, and **drainage issues** are currently being addressed. These improvements ensure our facilities remain in top condition for future events.

## BISD Enrollment Spreadsheet 2025-2026

	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY
<b>KG</b>	29	28	27	27						
<b>1ST</b>	16	18	17	16						
<b>2ND</b>	26	26	26	25						
<b>3RD</b>	27	28	29	28						
<b>4TH</b>	29	30	30	29						
<b>5TH</b>	19	19	19	20						
<b>BAIRD PK</b>	9	13	13	14						
<b>ABILENE PK</b>	36	43	43	44						
<b>ELEMENTARY TOTAL</b>	<b>191</b>	<b>205</b>	<b>204</b>	<b>203</b>						
<b>6TH</b>	25	25	25	25						
<b>7TH</b>	29	29	27	27						
<b>8TH</b>	17	17	18	17						
<b>9TH</b>	13	14	14	14						
<b>10TH</b>	25	25	24	24						
<b>11TH</b>	14	14	13	13						
<b>12TH</b>	21	21	21	21						
<b>SECONDARY TOTAL</b>	<b>144</b>	<b>145</b>	<b>142</b>	<b>141</b>						
<b>DISTRICT TOTAL</b>	<b>335</b>	<b>350</b>	<b>346</b>	<b>344</b>						


0

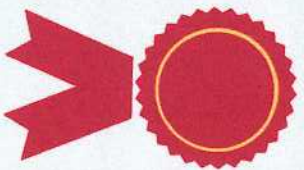
# Employee of the Month

This certificate is proudly presented to

*Isabella Garner*

In recognition of your outstanding contributions, hard work and dedication. Thank you for all you do.

  
Michael Waggoner  
Supervisor



  
Tim Little  
Superintendent

## Regular Meeting

Monday, October 20, 2025 6:30 PM

Baird ISD Library, 600 W 7th St, Baird, Texas 79504

Krystal Bounds: Present  
Kenneth Brock: Present  
Jody Gerngross: Present  
Lori Higgins: Present  
Royce McAdams: Present  
Michael Parker: Absent  
Carrie Smith: Absent

### I. Call to Order

**Discussion:** The meeting was called to order by Kenneth Brock at 6:27pm.

### II. Invocation

**Discussion:** The invocation was given by Lori Higgins.

### III. Establish Quorum

**Discussion:** A quorum was established.

### IV. Public Comment

**Discussion:** No public comment was made.

### V. Reports

#### V.A. Campus Reports

##### V.A.1. Elementary

**Discussion:** The Elementary Board Report was given by Michael Waggoner.

**Speaker(s):** Michael Waggoner, Principal

##### V.A.2. High School

**Discussion:** The High School Board Report was given by James Stevens.

**Speaker(s):** James Stevens, Principal

##### V.A.3. Athletic Report

**Discussion:** The Athletic Report was given by Jeremy Kirk.

#### V.B. Superintendent Report

**Speaker(s):** Tim Little, Superintendent

##### V.B.1. Financial Reports

**Discussion:** The Financial Report was given by Tim Little.

##### V.B.2. Investment Report

**Discussion:** The Investment Report was given by Tim Little.

##### V.B.3. Enrollment Report

**Discussion:** The Enrollment Report was given by Tim Little.

##### V.B.4. Employee of the Month

**Discussion:** The Employee of the Month was awarded to Lisa Johnson.

### VI. Discussion or Action Items

VI.A. Discussion and possible action to approve minutes of prior meetings

**Action(s):**

Motion was made to approve the minutes of prior meetings. This motion, made by Jody Gerngross and seconded by Krystal Bounds, Carried.

**Voting Detail:**

Krystal Bounds: Yea  
Kenneth Brock: Yea  
Jody Gerngross: Yea  
Lori Higgins: Yea  
Royce McAdams: Yea  
Michael Parker: Absent  
Carrie Smith: Absent

**Voting Summary:** Yea: 5, Nay: 0, Absent: 2

VI.B. Discussion and possible action to appoint a Trustee to fill the unexpired term created by the resignation of Carrie Smith.

**Discussion:** The discussion and possible action to appoint a Trustee to fill the unexpired term created by the resignation of Carrie Smith was tabled to closed session.

VI.C. Discussion and possible action to begin the process of revising the District Mission and Vision Statements

**Action(s):**

Motion was made to authorize to start the process of revising the District Mission and Vision Statements. This motion, made by Lori Higgins and seconded by Krystal Bounds, Carried.

**Voting Detail:**

Krystal Bounds: Yea  
Kenneth Brock: Yea  
Jody Gerngross: Yea  
Lori Higgins: Yea  
Royce McAdams: Yea  
Michael Parker: Absent  
Carrie Smith: Absent

**Voting Summary:** Yea: 5, Nay: 0, Absent: 2

VI.D. Discussion and possible action to approve the purchase of a digital marquee sign for district communications and announcements

**Action(s):**

Motion was made to approve the purchase of the 7ftx14ft digital marquee sign for district communications and announcements. This motion, made by Lori Higgins and seconded by Krystal Bounds, Carried.

**Voting Detail:**

Krystal Bounds: Yea  
Kenneth Brock: Yea  
Jody Gerngross: Yea

Lori Higgins: Yea  
Royce McAdams: Yea  
Michael Parker: Absent  
Carrie Smith: Absent

**Voting Summary:** Yea: 5, Nay: 0, Absent: 2

VI.E. Discussion and possible action to review options for returning to TRS-ActiveCare as the district's health insurance provider

**Action(s):**

Motion was made to continue the review for returning to TRS-ActiveCare as the district's health insurance provider by initiating an employee survey. This motion, made by Krystal Bounds and seconded by Lori Higgins, Carried.

**Voting Detail:**

Krystal Bounds: Yea  
Kenneth Brock: Yea  
Jody Gerngross: Yea  
Lori Higgins: Yea  
Royce McAdams: Yea  
Michael Parker: Absent  
Carrie Smith: Absent

**Voting Summary:** Yea: 5, Nay: 0, Absent: 2

VI.F. Discussion and possible action regarding required cybersecurity training for the Board of Trustees

**Discussion:** Discussion and acknowledgment was made regarding the required Cybersecurity training for the Board of Trustees, no action taken.

**VII. Executive Session**

**Action(s):**

Motion was made to enter closed session at 7:11pm. This motion, made by Kenneth Brock and seconded by Lori Higgins, Carried.

**Voting Detail:**

Krystal Bounds: Yea  
Kenneth Brock: Yea  
Jody Gerngross: Yea  
Lori Higgins: Yea  
Royce McAdams: Yea  
Michael Parker: Absent  
Carrie Smith: Absent

**Voting Summary:** Yea: 5, Nay: 0, Absent: 2

**VIII. Action on Executive Session Items**

**Discussion:** Discussion and no action was taken regarding the appointing of a Trustee to fill the unexpired term created by the resignation of Carrie Smith. Closed session ended at 7:31pm.

**IX. Adjourn**

**Action(s):**

Motion was made to adjourn meeting at 7:32pm.  
This motion, made by Royce McAdams and seconded  
by Jody Gerngross, Carried.

**Voting Detail:**

Krystal Bounds: Yea  
Kenneth Brock: Yea  
Jody Gerngross: Yea  
Lori Higgins: Yea  
Royce McAdams: Yea  
Michael Parker: Absent  
Carrie Smith: Absent

**Voting Summary:** Yea: 5, Nay: 0, Absent: 2

---

Board Secretary

**An Easier Way to Quote** ✕  
 Save time, skip the email, and streamline your ordering process!

- When you're ready to order, **log into Titlewave** and select **Saved Quotes** from the **Your Account** menu.
- Open your quote and click **Complete Your Order** — just have your PO number or payment card handy.
- You'll receive an **email confirmation** that your quote has been submitted and we've received your order.



**Follett Content Solutions, LLC**  
 1340 Ridgeview Drive  
 McHenry, IL 60050

**Date:** 09/03/2025  
**Quote Number:** 11821963  
**Customer Number:** 4200736  
**Prices Guaranteed Through:** 11/01/2025

**Send Payment to: Follett Content Solutions, LLC**

PO Box 7410597  
 Chicago, IL 60674-0597

**Phone:** 888.511.5114  
**Email:** orders@follettcontent.com

**For: BAIRD HIGH SCHOOL (#4200736)**

**Bill to Address**  
 600 W 7TH ST  
 BAIRD, TX 79504

**Ship to Address**  
 600 W 7TH ST  
 BAIRD, TX 79504

**Created by:** Cathlene Dyer  
**Email:** cdyer@bairdisd.org

**List Number:** 291224852  
**List Name:** Fall 2025 Order #1  
**List Notes:** List name end of year 2025 sent on March 31, 2025 by Cook Jill;

**Order Summary**

127 Items	\$2,311.35
Book Processing:	\$181.08
<b>Subtotal:</b>	<b>\$2,492.43</b>
Shipping:	FREE
<small>Free shipping and handling on books and audiovisual materials within the United States and its territories. Shipping and brokerage are free to Canada.</small>	
<b>Total:</b>	<b>\$2,492.43</b>
<b>Authorized Amount (DNE):</b>	<b>\$4,000.00</b>

The pricing in this quote is based on the information you provided and is guaranteed through 11/01/2025. Any changes to the quote, including but not limited to title selection, processing, shipping and handling fees, sales tax, or additional products and services, may result in adjusted costs.

For details on cataloging or processing options offered by Follett Content Solutions, LLC, call customer service at 888.511.5114.

**Books**

119 items

Item	!	Price	Qty.	Total
<b>39 Clues Book Series [Graphic Novels] [3-item series] (#A614501)</b>				
<b>Incomplete set.</b> Some items in this set are missing or unavailable.				
<b>The 39 clues. 1, The maze of bones</b> (39 Clues, Book 1) by Young, Ethan (#2389QA3) FollettBound Glued — Graphix, an imprint of Scholastic, 2023	—	\$22.37	1	\$22.37
<b>The 39 clues. 2, One false note</b> (39 Clues, Book 2) by Templar, Hannah (#2014DF6) FollettBound Glued — Graphix, an imprint of Scholastic, 2024	—	\$22.37	1	\$22.37
<b>Alpacas</b> (Fancy Farm Animals) by Murray, Julie (#2320VH7) Hardcover (library binding) — Abdo Kids Jumbo, an imprint of Abdo Kids, 2026	—	\$24.00	1	\$24.00 29

Item	!	Price	Qty.	Total
<b>American badger</b> (Animals of the Night (Lightbox)) by Wilson, Sierra (#2663ZJ7) FollettBound Glued — Lightbox Learning Inc., 2025	—	\$24.41	1	\$24.41
<b>The aquanaut</b> by Santat, Dan (#1630RUX) FollettBound Glued — Graphix, an imprint of Scholastic, 2022	—	\$22.37	1	\$22.37
<b>Are you big?</b> by Willems, Mo (#2215LE1) Hardcover — UNSQ Kids, 2024	—	\$17.74	1	\$17.74
<b>Are you small?</b> by Willems, Mo (#2801ND4) Hardcover — Union Square Kids, 2024	—	\$17.74	1	\$17.74
<b>The art of architecture</b> (Eye On Art) by Dellaccio, Tanya (#1086CG4) Hardcover (library binding) — Lucent Press, 2018	—	\$37.67	1	\$37.67
<b>Barn owl</b> (Animals of the Night (Lightbox)) by Wilson, Sierra (#2664AJ1) FollettBound Glued — Lightbox Learning Inc., 2025	—	\$24.41	1	\$24.41
<b>Bathtime for Biscuit</b> (I Can Read! My First: Biscuit) by Capucilli, Alyssa Satin (#38637W2) FollettBound Sewn — HarperCollins, 1998	—	\$15.69	1	\$15.69
<b>Bear can't sleep</b> (Bear and Friends) by Wilson, Karma (#1870JY5) Board Book — Little Simon, c2018 p2022	—	\$8.83	1	\$8.83
<b>Billy and Blaze</b> (Billy and Blaze) by Anderson, C. W. (#32653V0) FollettBound Sewn — Aladdin Paperbacks, c1936 p2000	—	\$19.09	1	\$19.09
<b>Biscuit and friends visit the community garden</b> (Biscuit) by Capucilli, Alyssa Satin (#2318BH7) Hardcover (library binding) — Spotlight, a division of ABDO, 2026	—	\$24.00	1	\$24.00
<b>Biscuit and the baby</b> (I Can Read! My First: Biscuit) by Capucilli, Alyssa Satin (#36946W9) FollettBound Sewn — HarperCollins, 2005	—	\$15.69	1	\$15.69
<b>Biscuit and the little pup</b> (I Can Read! My First: Biscuit) by Capucilli, Alyssa Satin (#1568AB3) FollettBound Sewn — HarperCollins, 2008	—	\$15.69	1	\$15.69
<b>Biscuit and the lost teddy bear</b> (I Can Read! My First: Biscuit) by Capucilli, Alyssa Satin (#0227QH3) FollettBound Sewn — Harper, 2011	—	\$15.69	1	\$15.69
<b>Biscuit finds a friend</b> (I Can Read! My First: Biscuit) by Capucilli, Alyssa Satin (#31952X1) FollettBound Sewn — HarperCollins, 1997	—	\$15.69	1	\$15.69
<b>Biscuit goes to school</b> (I Can Read! My First: Biscuit) by Capucilli, Alyssa Satin (#37100X9) FollettBound Sewn — HarperCollins, 2002	—	\$15.69	1	\$15.69
<b>Biscuit is thankful</b> by Capucilli, Alyssa Satin (#38256P9) Board Book — HarperFestival, 2003	—	\$5.99	1	\$5.99
<b>Biscuit's day at the farm</b> (I Can Read! My First: Biscuit) by Capucilli, Alyssa Satin (#12055W3) FollettBound Sewn — HarperCollins, 2007	—	\$14.84	1	\$14.84
<b>Biscuit's Earth Day celebration</b> (Biscuit the Little Yellow Puppy) by Capucilli, Alyssa Satin (#29784B7) FollettBound Sewn — HarperFestival, 2010	—	\$15.69	1	\$15.69
<b>Biscuit's first beach day</b> (Biscuit the Little Yellow Puppy) by Capucilli, Alyssa Satin (#29405R8) FollettBound Sewn — HarperFestival, 2010	—	\$15.69	1	\$15.69
<b>Biscuit's first trip</b> (Biscuit the Little Yellow Puppy) by Capucilli, Alyssa Satin (#29785B4) FollettBound Sewn — HarperFestival, 2010	—	\$15.69	1	\$15.69
<b>Biscuit takes a walk</b> (I Can Read! My First: Biscuit) by Capucilli, Alyssa Satin (#11907Z5) FollettBound Sewn — HarperCollins, 2009	—	\$15.69	1	\$15.69
<b>Biscuit visits the big city</b> (I Can Read! My First: Biscuit) by Capucilli, Alyssa Satin (#38994W5) FollettBound Sewn — HarperCollins, 2006	—	\$15.69	1	\$15.69

Item	!	Price	Qty.	Total
<b>Biscuit visits the doctor</b> (Biscuit the Little Yellow Puppy) by Capucilli, Alyssa Satin (#09578X1) FollettBound Sewn — HarperFestival, a division of HarperCollinsPublishers, 2008	—	\$14.84	1	\$14.84
<b>Biscuit visits the pumpkin patch</b> by Capucilli, Alyssa Satin (#14515Q5) Board Book — HarperFestival, 2004	—	\$6.99	1	\$6.99
<b>Biscuit wins a prize</b> (I Can Read! My First: Biscuit) by Capucilli, Alyssa Satin (#36628V6) FollettBound Sewn — HarperCollins, 2004	—	\$15.69	1	\$15.69
<b>Bizcocho</b> by Capucilli, Alyssa Satin (#39258X3) FollettBound Sewn — HarperCollins/Rayo, 2001 Language: Spanish	—	\$15.69	1	\$15.69
<b>Bizcocho va a acampar</b> (I Can Read! My First) by Capucilli, Alyssa Satin (#1813LX8) FollettBound Sewn — HarperCollins Espanol, una rama de HarperCollinsPublishers, 2022 Language: Spanish	—	\$15.69	1	\$15.69
<b>Blaze and the forest fire</b> (Billy and Blaze) by Anderson, C. W (#37223V2) FollettBound Sewn — Aladdin Paperbacks, 2000	—	\$19.09	1	\$19.09
<b>Blaze and the gray spotted pony</b> (Billy and Blaze) by Anderson, C. W (#29151F6) Paperback — Aladdin Paperbacks, 1997	—	\$9.76	1	\$9.76
<b>Blaze and the lost quarry</b> (Billy and Blaze) by Anderson, C. W (#19919W8) Paperback — Aladdin Paperbacks, 2000	—	\$9.76	1	\$9.76
<b>Blaze and the mountain lion</b> (Billy and Blaze) by Anderson, C. W (#33022Y0) Paperback — Aladdin Paperbacks, c1959 p2000	—	\$9.99	1	\$9.99
<b>Blaze and Thunderbolt</b> (Billy and Blaze) by Anderson, C. W (#10505LX) Paperback — Aladdin Paperbacks, c1955 p2000	—	\$9.76	1	\$9.76
<b>Blaze finds the trail</b> (Billy and Blaze) by Anderson, C. W (#31488Y5) Paperback — Aladdin Paperbacks, c1950 p2000	—	\$9.76	1	\$9.76
<b>Blaze shows the way</b> (Billy and Blaze) by Anderson, C. W (#33193U5) Paperback — Aladdin Paperbacks, c1969 p2000	—	\$9.76	1	\$9.76
<b>Boop!</b> by Birdsong, Bea (#2930CB2) Hardcover — Harper, an imprint of HarperCollinsPublishers, 2023	—	\$19.60	1	\$19.60
<b>Boy vs. shark</b> by Gilligan, Paul (#2474GF9) Paperback — Tundra Books, an imprint of Tundra Book Group, a division of Penguin Random House Canada Limited, 2024	—	\$14.16	1	\$14.16
<b>Butterflies</b> (Everything about Bugs) by Coupe, Jessica (#2652HJ4) FollettBound Sewn — Lightbox Learning Inc., 2025	—	\$24.41	1	\$24.41
<b>Calves</b> (Spot Baby Farm Animals) by Suen, Anastasia (#1214QT0) Hardcover (library binding) — Amicus/Amicus Ink, 2019	—	\$22.03	1	\$22.03
<b>Cat the Cat Book Set</b> [4-item set] (#A094052)				
<b>Cat the cat, who is that?</b> (Cat the Cat) by Willems, Mo (#1017ZGX) FollettBound Sewn — Balzer & Bray, 2010	—	\$19.35	1	\$19.35
<b>Let's say hi to friends who fly!</b> (Cat the Cat) by Willems, Mo (#0740WD3) FollettBound Sewn — Balzer & Bray, 2010	—	\$19.35	1	\$19.35
<b>Time to sleep Sheep the Sheep!</b> (Cat the Cat) by Willems, Mo (#0741MD7) FollettBound Sewn — Balzer & Bray, 2010	—	\$19.35	1	\$19.35
<b>What's your sound, Hound the hound?</b> (Cat the Cat) by Willems, Mo (#2658LG7) FollettBound Sewn — Balzer & Bray, an imprint of HarperCollinsPublishers, 2010	—	\$19.35	1	\$19.35

Item	!	Price	Qty.	Total
<b>The chalice of the gods</b> (Percy Jackson and the Olympians, Book 6) by Riordan, Rick (#2205CG7) Paperback — Disney, Hyperion, 2025	—	\$9.76	1	\$9.76
<b>The chalice of the gods</b> (Percy Jackson and the Olympians, Book 6) by Riordan, Rick (#2278UG5) FollettBound Glued — Disney, Hyperion, 2025	—	\$19.09	1	\$19.09
<b>The creepening of Dogwood House</b> by Royce, Eden (#2653SEX) Hardcover — Walden Pond Press, an imprint of HarperCollinsPublishers, 2024	—	\$19.60	1	\$19.60
<b>Dare to lead : brave work, tough conversations, whole hearts</b> by Brown, Brene (#1565ZR7) Hardcover — Random House, 2018	—	\$27.04	1	\$27.04
<b>The dumbest idea ever!</b> by Gownley, Jimmy (#0552ZLX) Paperback — Graphix, an imprint of Scholastic, 2014	—	\$7.49	1	\$7.49
<b>Elbow Grease</b> (Elbow Grease) by Cena, John (#1235CP3) Hardcover — Random House, 2018	—	\$10.58	1	\$10.58
<b>Emmett and the bright blue cape</b> by Capucilli, Alyssa Satin (#1384MH6) Hardcover — Simon Spotlight, 2017	—	\$16.99	1	\$16.99
<b>Escape from Mr. Lemoncello's library. 1,The graphic novel</b> (Mr. Lemoncello's Library, Book 1) by Grabenstein, Chris (#2542YC0) FollettBound Glued — Random House Children's Books, 2023	—	\$22.49	1	\$22.49
<b>Everything is tuberculosis : the history and persistence of our deadliest infection</b> by Green, John (#2507CH1) FollettBound Glued — Crash Course Books, 2025	—	\$30.23	1	\$30.23
<b>Farm animals</b> (Bullfrog Books: Farm Fun) by Kenan, Tessa (#1685QG7) Hardcover (library binding) — Bullfrog Books, 2021	—	\$22.54	1	\$22.54
<b>Flies</b> (Everything about Bugs) by Coupe, Jessica (#2652LJ3) FollettBound Sewn — AV2, 2025	—	\$24.41	1	\$24.41
<b>Goats</b> (Pebble Plus: Farm Animals) by Clay, Kathryn (#0585HB2) Hardcover (library binding) — Capstone Press, 2013	—	\$22.04	1	\$22.04
<b>Goats</b> (Farmyard Friends (PowerKids)) by Gibbs, Maddie (#0630ZT6) FollettBound Sewn — PowerKids Press, 2015	—	\$20.54	1	\$20.54
<b>Goats</b> (Blastoff! Readers Level 1: Animals On The Farm) by Leighton, Christina (#1313BL4) Hardcover (library binding) — Bellwether Media, Inc., 2018	—	\$22.51	1	\$22.51
<b>Goats</b> (Abdo Kids Junior: Farm Animals) by Murray, Julie (#0853HV0) Hardcover (library binding) — Abdo Kids, 2016	—	\$23.00	1	\$23.00
<b>Goats</b> by Riggs, Kate (#1413MD3) Hardcover (library binding) — Creative Education/Creative Paperbacks, 2017	—	\$25.04	1	\$25.04
<b>Gray wolf</b> (Backyard Animals (AV2 Weigl)) by Kiscock, Heather (#2670WJ1) FollettBound Sewn — Lightbox Learning Inc., 2025	—	\$24.41	1	\$24.41
<b>Grumpy Monkey are we there yet?</b> (Grumpy Monkey) by Lang, Suzanne (#1882RU9) Board Book — Random House Studio, 2022	—	\$8.83	1	\$8.83
<b>Highland cattle</b> (Fancy Farm Animals) by Murray, Julie (#2320YH9) Hardcover (library binding) — Abdo Kids Jumbo, an imprint of Abdo Kids, 2026	—	\$24.00	1	\$24.00
<b>Horses on a farm</b> (Barnyard Animals) by Mercer, Abbie (#08419E5) FollettBound Sewn — PowerKids Press, 2010	—	\$19.46	1	\$19.46
<b>Horses on the farm</b> (Farm Animals (Stevens)) by Carraway, Rose (#0786GA2) FollettBound Sewn — Gareth Stevens Publishing, 2013	—	\$19.24	1	\$19.24

32

Item	!	Price	Qty.	Total
<b>Howler monkey</b> (Animals of the Rainforest (AV2)) by Watt, E. Melanie (#2653EJ9) FollettBound Glued — Lightbox Learning Inc., 2025	—	\$24.41	1	\$24.41
<b>I'm sorry you got mad</b> by Lukoff, Kyle (#2600SF1) Hardcover — Dial Books for Young Readers, 2024	—	\$18.67	1	\$18.67
<b>If you give a cat a cupcake</b> (If You Give...) by Numeroff, Laura Joffe (#04703T6) FollettBound Sewn — Laura Geringer Books, 2008	—	\$24.42	1	\$24.42
<b>If you give a pig a pancake</b> (If You Give...) by Numeroff, Laura Joffe (#28392F5) Hardcover (library binding) — Laura Geringer Book, 1998	—	\$19.99	1	\$19.99
<b>If you give a pig a party</b> (If You Give...) by Numeroff, Laura Joffe (#0029VS3) FollettBound Sewn — Laura Geringer Books, 2005	—	\$22.97	1	\$22.97
<b>If you take a mouse to school</b> (If You Give...) by Numeroff, Laura Joffe (#0048ZS7) FollettBound Sewn — Laura Geringer Books, 2002	—	\$24.42	1	\$24.42
<b>If you take a mouse to the movies</b> (If You Give...) by Numeroff, Laura Joffe (#08454XX) FollettBound Sewn — Laura Geringer Book, 2000	—	\$23.70	1	\$23.70
<b>It happened to Anna</b> by Mejia, Tehlor Kay (#2262ME7) Hardcover — Delacorte Press, 2024	—	\$17.74	1	\$17.74
<b>Kittens</b> (Spot Baby Farm Animals) by Suen, Anastasia (#1214VT7) Hardcover (library binding) — Amicus/Amicus Ink, 2019	—	\$22.03	1	\$22.03
<b>El ladrón del rayo</b> (Percy Jackson And The Olympians, Book 1) by Riordan, Rick (#2839RE9) FollettBound Glued — Salamandra, c2006 p2024 Language: Spanish	—	\$24.15	1	\$24.15
<b>Lambs</b> (Spot Baby Farm Animals) by Suen, Anastasia (#1214WT4) Hardcover (library binding) — Amicus/Amicus Ink, 2019	—	\$22.03	1	\$22.03
<b>Lasagna means I love you</b> by O'Shaughnessy, Kate (#2171QD2) FollettBound Glued — A Yearling book, c2023 p2024	—	\$18.24	1	\$18.24
<b>Little dinos don't bully</b> by Jones, Christianne C (#1855LU8) Board Book — Capstone Editions, an imprint of Capstone, 2022	—	\$7.99	1	\$7.99
<b>Mae among the stars</b> by Ahmed, Roda (#1365BK6) Hardcover — Harper, in imprint of HarperCollinsPublishers, 2018	—	\$19.60	1	\$19.60
<b>The man who didn't like animals</b> by Underwood, Deborah (#2489KF5) Hardcover — Clarion Books, an imprint of HarperCollinsPublishers, 2024	—	\$19.60	1	\$19.60
<b>Mighty Tug</b> by Capucilli, Alyssa Satin (#1204HK6) Hardcover — Simon & Schuster Books for Young Readers, 2018	—	\$19.60	1	\$19.60
<b>Mind your manners, Biscuit!</b> (Biscuit the Little Yellow Puppy) by Capucilli, Alyssa Satin (#38950Y7) Paperback — HarperFestival, a division of HarperCollinsPublishers, 2007	—	\$4.99	1	\$4.99
<b>The mystery of the Radcliffe riddle</b> by Souders, Taryn (#2695RB2) FollettBound Glued — Sourcebooks Young Readers, 2023	—	\$17.39	1	\$17.39
<b>The nose book</b> (Bright and Early Board Books) by Perkins, Al (#37919T1) Board Book — Random House Children's Books, c1970 p2003	—	\$5.99	1	\$5.99
<b>The nose book</b> (Bright and Early Board Books) by Perkins, Al (#37919T1) Board Book — Random House Children's Books, c1970 p2003	—	\$5.99	1	\$5.99
<b>Peter &amp; Ernesto : a tale of two sloths</b> (Peter & Ernesto, Book 1) by Annable, Graham (#1068VK7) Hardcover — First Second, 2018	—	\$18.67	1	\$18.67

Item	!	Price	Qty.	Total
<b>Peter &amp; Ernesto. Sloths in the night</b> (Peter & Ernesto, Book 3) by Annable, Graham (#1408AX6) Hardcover — First Second, 2020	—	\$21.46	1	\$21.46
<b>Pigs on the farm</b> (Farm Animals (Stevens)) by Carraway, Rose (#0786HAX) FollettBound Sewn — Gareth Stevens Publishing, 2013	—	\$19.24	1	\$19.24
<b>Piranha</b> (Animals of the Rainforest (AV2)) by Coupe, Jessica (#2653HJ0) FollettBound Glued — Lightbox Learning Inc., 2025	—	\$24.41	1	\$24.41
<b>Potbellied pigs</b> (Fancy Farm Animals) by Murray, Julie (#2321AH0) Hardcover (library binding) — Abdo Kids Jumbo, an imprint of Abdo Kids, 2026	—	\$24.00	1	\$24.00
<b>Puppies</b> (Spot Baby Farm Animals) by Suen, Anastasia (#1214YT9) Hardcover (library binding) — Amicus/Amicus Ink, 2019	—	\$22.03	1	\$22.03
<b>Red fox</b> (Backyard Animals (AV2 Weigl)) by Wilson, Sierra (#2671BJ5) FollettBound Glued — Lightbox Learning, Inc., 2025	—	\$24.41	1	\$24.41
<b>Richard was a picker</b> by Beck, Carolyn (#0165NFX) Hardcover — Orca Book Publishers, 2010	—	\$19.95	1	\$19.95
<b>Richard was a picker</b> by Beck, Carolyn (#0165NFX) Hardcover — Orca Book Publishers, 2010	—	\$19.95	1	\$19.95
<b>A royal conundrum</b> (Misfits, Book 1) by Yee, Lisa (#2140PD2) Hardcover — Random House, 2024	—	\$14.95	1	\$14.95
<b>The scary library shusher</b> (Desmond Cole Ghost Patrol, Book 5) by Miedoso, Andres (#1098HR9) Hardcover — Little Simon, 2018	—	\$17.74	1	\$17.74
<b>Scat, cat!</b> by Capucilli, Alyssa Satin (#0040WF8) FollettBound Sewn — Harper, 2010	—	\$15.69	1	\$15.69
<b>Scientists who changed history</b> (#1098KW1) Hardcover — DK, 2019	—	\$24.26	1	\$24.26
<b>The secret library</b> by Magoon, Kekla (#2346MD8) Hardcover — Candlewick Press, 2024	—	\$18.67	1	\$18.67
<b>Sloths</b> (Bullfrog Books: My First Animal Library) by Schuh, Mari C (#0542JP0) Hardcover (library binding) — Jump!, 2015	—	\$22.54	1	\$22.54
<b>Snails</b> (Everything about Bugs) by Coupe, Jessica (#2652NJ8) FollettBound Sewn — AV2, 2025	—	\$24.41	1	\$24.41
<b>Such charming liars</b> by McManus, Karen M (#2262KE2) Hardcover — Delacorte Press, 2024	—	\$20.53	1	\$20.53
<b>Sweep : the story of a girl and her monster</b> by Auxier, Jonathan (#1422HN8) Hardcover — Amulet Books, 2018	—	\$8.36	1	\$8.36
<b>Take a leap!</b> (Toot and Puddle (National Geographic)) by Marsh, Laura F (#00365X1) FollettBound Sewn — National Geographic, 2009	—	\$13.99	1	\$13.99
<b>The Titan's curse</b> (Percy Jackson and the Olympians, Book 3) by Riordan, Rick (#1241HZ1) FollettBound Glued — Disney/Hyperion Books, c2007 p2022	—	\$19.09	1	\$19.09
<b>Tokay gecko</b> (Animals of the Night (Lightbox)) by Watt, E. Melanie (#2664EJ0) FollettBound Glued — Lightbox Learning Inc., 2025	—	\$24.41	1	\$24.41
<b>Too uncool for school</b> (Middle School, Book 17) by Patterson, James (#2116QG6) Hardcover — Jimmy Patterson Books/Little, Brown and Company, 2025	—	\$14.95	1	\$14.95
<b>Toot &amp; Puddle</b> (Toot & Puddle (Little Brown)) by Hobbie, Holly (#2553ZB1) FollettBound Sewn — Little, Brown, c1997 p2010	—	\$17.39	1	\$17.39

34

Item	!	Price	Qty.	Total
<b>Toot &amp; Puddle : a present for Toot</b> (Toot & Puddle (Little Brown)) by Hobbie, Holly (#00493W3) Paperback — Little, Brown, 2009	—	\$6.99	1	\$6.99
<b>Toot &amp; Puddle : charming Opal</b> (Toot & Puddle (Little Brown)) by Hobbie, Holly (#0201LM9) Paperback — Little, Brown, c2003 p2011	—	\$8.99	1	\$8.99
<b>Toot &amp; Puddle. How does your garden grow?</b> by Hobbie, Holly (#1724JD7) Hardcover — Random House, 2021	—	\$17.99	1	\$17.99
<b>Toot &amp; Puddle : you are my sunshine</b> (Toot & Puddle (Little Brown)) by Hobbie, Holly (#0993JK1) FollettBound Sewn — Little, Brown and Company, c1999 p2010	—	\$17.39	1	\$17.39
<b>Toot's tour of India</b> (Toot and Puddle (National Geographic)) by Marsh, Laura F (#00369X0) FollettBound Sewn — National Geographic, 2009	—	\$13.99	1	\$13.99
<b>Turkeys</b> (Bullfrog Books: Animals On The Farm) by Dieker, Wendy Strobel (#0692ZC2) Hardcover (library binding) — Bullfrog Books, 2013	—	\$25.65	1	\$25.65
<b>Vulture</b> (Animals of the Desert) by Kissock, Heather (#2653CJ4) FollettBound Sewn — AV2, 2025	—	\$24.41	1	\$24.41
<b>What is the Statue of Liberty?</b> (What Was...?) by Holub, Joan (#0511TS5) FollettBound Glued — Grosset & Dunlap, an imprint of Penguin Group (USA) LLC, 2014	—	\$17.39	1	\$17.39
<b>Wild Horse</b> (Backyard Animals (AV2 Weigl)) by Lukidis, Lydia (#2671EJ7) FollettBound Sewn — AV2, 2025	—	\$24.41	1	\$24.41
<b>Will the Pigeon graduate?</b> by Willems, Mo (#2519RG0) Hardcover — Union Square Kids, 2025	—	\$18.67	1	\$18.67
<b>Wingfeather Saga Book Series</b> [5-item series] (#A41653X)				
<b>The monster in the hollows</b> (Wingfeather Saga, Book 3) by Peterson, Andrew (#1791EB3) Hardcover — WaterBrook, c2011 p2020	—	\$14.95	1	\$14.95
<b>North! or be eaten</b> (Wingfeather Saga, Book 2) by Peterson, Andrew (#1135PY7) Hardcover — WaterBrook, c2009 p2020	—	\$14.95	1	\$14.95
<b>On the edge of the dark sea of darkness</b> (Wingfeather Saga, Book 1) by Peterson, Andrew (#1135NY2) Hardcover — WaterBrook, c2008 p2020	—	\$14.95	1	\$14.95
<b>Pembrick's Creaturepedia</b> (Wingfeather Saga, Book 5) by Pembrick, Ollister B (#1628RS9) Hardcover — WaterBrook in association with Graff Publishing, c2014 p2021	—	\$14.95	1	\$14.95
<b>The warden and the Wolf King</b> (Wingfeather Saga, Book 4) by Peterson, Andrew (#1791FB0) Hardcover — WaterBrook, c2014 p2020	—	\$14.95	1	\$14.95
<b>Woodpecker</b> (Backyard Animals (AV2 Weigl)) by Carr, Aaron (#2671FJ4) FollettBound Sewn — Lightbox Learning Inc., 2025	—	\$24.41	1	\$24.41
<b>Wrath of the triple goddess</b> (Percy Jackson and the Olympians, Book 7) by Riordan, Rick (#2271VFX) Hardcover — Disney, Hyperion, 2024	—	\$19.60	1	\$19.60
<b>Wrath of the triple goddess</b> (Percy Jackson and the Olympians, Book 7) by Riordan, Rick (#2271VFX) Hardcover — Disney, Hyperion, 2024	—	\$19.60	1	\$19.60

127 Books: \$2,311.35

Book Processing: \$181.08

Subtotal: \$2,492.43

Shipping: FREE

Total: \$2,492.43<sup>35</sup>

## **Proposed Library Purchase List (SB 13, 2025)**

### **Summary of Law**

Texas Senate Bill 13 (2025) requires school boards to adopt policies governing the acquisition, review, and reconsideration of library materials. Key requirements include:

- Board adoption of an acquisition policy (fulfilled by EFB(LOCAL)).
- Public posting of proposed purchase or donation lists at least 30 days prior to Board action.
- Board approval or rejection of proposed lists in an open meeting.
- Efficient parental access to library catalogs and the ability to restrict their child's access to specific titles.
- Procedures for formal challenges and appeals of library materials.
- Compliance with standards established by the Texas State Library and Archives Commission, including prohibitions against harmful or pervasively vulgar materials.

### **District Policy**

Baird ISD updated and adopted EFB(LOCAL) on July 31, 2025 to comply with SB 13. This policy:

- Establishes collection development standards and goals.
- Defines procedures for recommending and procuring library materials, including the requirement that the Board approve proposed lists in open meeting.
- Requires the initial posting of proposed purchase lists at least 30 days before the Board takes action.
- Provides parents with catalog access and the ability to restrict their child's selections.
- Establishes procedures for informal and formal challenges, including use of the TEA form and challenge committees.
- Requires restricted access to challenged materials during review and provides for Board appeals.
- Sets expectations for ongoing collection maintenance, review, and compliance with state law.

### **Current Status**

Tonight's agenda item fulfills the requirement for initial posting of the proposed library purchase list. The list has been made publicly available in accordance with SB 13 and EFB(LOCAL) and is also posted on the District's website for community review. Formal Board action to approve or reject the list will occur at the next regular meeting following the 30-day posting period.

Agenda Posting

BAIRD ISD (030903) - Update 126

BE(LOCAL): BOARD MEETINGS

BED(LOCAL): BOARD MEETINGS - PUBLIC PARTICIPATION

CJ(LOCAL): CONTRACTED SERVICES

CJA(LOCAL): CONTRACTED SERVICES - BACKGROUND CHECKS AND REQUIRED REPORTING

CLE(LOCAL): BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT - REQUIRED DISPLAYS

CQB(LOCAL): TECHNOLOGY RESOURCES - CYBERSECURITY

CQD(LOCAL): TECHNOLOGY RESOURCES - ARTIFICIAL INTELLIGENCE

CSA(LOCAL): FACILITY STANDARDS - SAFETY AND SECURITY

CV(LOCAL): FACILITIES CONSTRUCTION

DBD(LOCAL): EMPLOYMENT REQUIREMENTS AND RESTRICTIONS - CONFLICT OF INTEREST

DEC(LOCAL): COMPENSATION AND BENEFITS - LEAVES AND ABSENCES

DFBB(LOCAL): TERM CONTRACTS - NONRENEWAL

DGBA(LOCAL): PERSONNEL-MANAGEMENT RELATIONS - EMPLOYEE COMPLAINTS/GRIEVANCES

DH(LOCAL): EMPLOYEE STANDARDS OF CONDUCT

EEP(LOCAL): INSTRUCTIONAL ARRANGEMENTS - LESSON PLANS

EFA(LOCAL): INSTRUCTIONAL RESOURCES - INSTRUCTIONAL MATERIALS

EHBAF(LOCAL): SPECIAL EDUCATION - VIDEO/AUDIO MONITORING

EIA(LOCAL): ACADEMIC ACHIEVEMENT - GRADING/PROGRESS REPORTS TO PARENTS

FA(LOCAL): PARENT RIGHTS AND RESPONSIBILITIES

FEF(LOCAL): ATTENDANCE - RELEASED TIME

FFAC(LOCAL): WELLNESS AND HEALTH SERVICES - MEDICAL TREATMENT

FFB(LOCAL): STUDENT WELFARE - CRISIS INTERVENTION

FFF(LOCAL): STUDENT WELFARE - STUDENT SAFETY

(LOCAL) Policy Action List

BAIRD ISD (030903) - Update 126

FFG(LOCAL): STUDENT WELFARE - CHILD ABUSE AND NEGLECT

FNG(LOCAL): STUDENT RIGHTS AND RESPONSIBILITIES - STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FO(LOCAL): STUDENT DISCIPLINE

GF(LOCAL): PUBLIC COMPLAINTS

GKA(LOCAL): COMMUNITY RELATIONS - CONDUCT ON SCHOOL PREMISES



## **(LOCAL) Policy Comparisons**

These documents are generated by an automated process that compares the updated policy to the current policy as found in TASB records.

In this packet, you will find:

- Policies being recommended for revision (annotated)
- New policies (not annotated)
- Policies recommended for deletion (annotated in PDF; not shown in Word)

Annotations are shown as follows:

- Deletions are in a red strike-through font: ~~deleted text~~.
- Additions are in a blue font: **new text**.
- Blocks of text that were moved without changes are shown in green, with double underline and double strike-through formatting to distinguish the text's new placement from its original location: ~~moved text~~ becomes **moved text**.
- Revision bars appear in the right margin to show sections with changes.

---

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

---

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

### **Contact us:**

School Districts and Education Service Centers, call 800-580-7529 or email [policy.service@tasb.org](mailto:policy.service@tasb.org).

Community Colleges, call 800-580-1488 or email [colleges@tasb.org](mailto:colleges@tasb.org).

**Meeting Place and Time**

Board meetings shall be held during a time that is outside of typical work hours. [See FA(LEGAL)]

The notice for a Board meeting shall reflect the date, time, and location of the meeting.

**Regular Meetings**

Regular meetings of the Board shall normally be held on the third Monday of each month at 6:30 p.m. When determined necessary and for the convenience of Board members, the Board President may change the date, time, or location of a regular meeting with proper notice.

**Special or Emergency Meetings**

The Board President shall call special meetings at the Board President's discretion or on request by two members of the Board.

The Board President shall call an emergency meeting when it is determined by the Board President or two members of the Board that an emergency or urgent public necessity, as defined by law, warrants the meeting.

**Agenda**

Deadline

The deadline for submitting items for inclusion on the agenda is the ~~fourth~~10th calendar day before regular meetings and the ~~fourth~~10th calendar day before special meetings.

Preparation

In consultation with the Board President, the Superintendent shall prepare the agenda for all Board meetings. Any Board member may request that a subject be included on the agenda for a meeting, and the Superintendent shall include on the preliminary agenda of the meeting all topics that have been timely submitted by a Board member.

Before the official agenda is finalized for any meeting, the Superintendent shall consult the Board President to ensure that the agenda and the topics included meet with the Board President's approval. In reviewing the preliminary agenda, the Board President shall ensure that any topics the Board or individual Board members have requested to be addressed are either on that agenda or scheduled for deliberation at an appropriate time in the near future. The Board President shall not have authority to remove from the agenda a subject requested by a Board member without that Board member's specific authorization.

**Notice to Members**

Members of the Board shall be given notice of regular and special meetings at least ~~72-hour~~three business days prior to the scheduled ~~time~~date of the meeting and at least one hour prior to the time of an emergency meeting.

**Closed Meeting**

Notice of all meetings shall provide for the possibility of a closed meeting during an open meeting, in accordance with law.

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

**Order of Business**

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

**Rules of Order**

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

~~Voting~~ Record Vote

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

Consent Agenda

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

**Minutes**

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

~~The official minutes of the Board shall be retained on file in the office of the Superintendent and shall be available for examination during regular office hours.~~ [See CPC regarding retention of records.]

**Discussions and Limitation**

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

The Board President shall also halt discussion if the Board has agreed to a time limitation for discussion of an item, and that time

limit has expired. Aside from these limitations, the Board President shall not interfere with debate so long as members wish to address themselves to an item under consideration.

**Limit on Participation**

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

**Public Comment**

Public comment shall occur at the beginning of the meeting. [See FA]

Regular Meetings

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

Special Meetings

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

Procedures

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

~~Public comment shall occur at the beginning of the meeting.~~

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

Meeting Management

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

Board's Response

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

**Complaints and Concerns**

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

- Employee complaints: DGBA
- Student or parent complaints: FNG
- Public complaints: GF

**Disruption**

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

**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.]

**Prohibited Classroom Instruction or Activities**

A District contractor is prohibited from intentionally or knowingly engaging in or assigning to another individual instruction, guidance, activities, or programming prohibited by law [see EMB(LEGAL)]. Violation of this policy shall result in termination of the contract. A District contractor shall be permitted to appeal this action in accordance with GF(LOCAL).

**Prohibition on Diversity, Equity, and Inclusion**

A contract is subject to termination if the District contractor intentionally or knowingly:

- Engages in diversity, equity, and inclusion (DEI) duties.
- Assigns to another individual DEI duties.

A District contractor shall be permitted to appeal this action in accordance with GF(LOCAL).

[See BT(LEGAL)]

CONTRACTED SERVICES  
~~CRIMINAL HISTORY~~BACKGROUND CHECKS AND REQUIRED REPORT-  
ING

CJA  
(LOCAL)

**Emergencies**

In an emergency due to a health or safety concern, a reasonably unforeseeable situation, or other exigent circumstance, the District employee who is in charge of the facility shall be authorized to determine whether an employee of a contracting or subcontracting entity who does not have the required criminal history record information (CHRI) review or who has a disqualifying conviction will be permitted to enter a District facility.

If allowed to enter the facility, the employee of the contracting or subcontracting entity shall be accompanied by a District employee at all times.

The U.S. and Texas flags shall be prominently displayed in each classroom to which a student is assigned during the time that the pledges of allegiance to those flags are recited.

**Plan** The District shall develop a cybersecurity plan to secure the District's cyberinfrastructure against a cyberattack or any other cybersecurity incidents, determine cybersecurity risk, and implement appropriate mitigation planning.

**Coordinator** The Superintendent shall designate a cybersecurity coordinator. The cybersecurity coordinator shall serve as the liaison between the District and the Texas Education Agency in cybersecurity matters.

**Training** The Board delegates to the Superintendent the authority to:

1. Determine the cybersecurity training program to be used in the District;
2. Verify and report compliance with training requirements in accordance with guidance from the [Department of Information Resources Texas Cyber Command](#); and
3. Remove access to the District's computer systems and databases for noncompliance with training requirements as appropriate.

The District shall complete periodic audits to ensure compliance with the cybersecurity training requirements.

**Security Breach and Cybersecurity Incident Notifications** Upon discovering or receiving notification of a breach of system security or a [security](#) [cybersecurity](#) incident, as defined by law, the District shall disclose the breach or incident to affected persons or entities [and provide any other notices](#) in accordance with the time frames established by law. The District shall give notice by using one or more of the following methods:

1. Written notice.
2. Email, if the District has email addresses for the affected persons.
3. Conspicuous posting on the District's websites.
4. Publication through broadcast media.

The District shall disclose a breach or incident involving sensitive, protected, or confidential student information as required by law.

**Training**

The Board delegates to the Superintendent the authority to:

1. Determine the artificial intelligence (AI) training program to be used in the District;
2. Verify and report compliance with training requirements in accordance with guidance from the Department of Information Resources; and
3. Remove access to the District's computer systems and databases for noncompliance with training requirements as appropriate.

The District shall complete periodic audits to ensure compliance with the AI training requirements.

**Use in District**

Employees and students shall be permitted to explore AI and implement its use in and out of the classroom in accordance with policy and administrative regulations. The use of AI shall only be as a support tool to enhance student outcomes and shall never take the place of teacher and student decision-making. Any use of AI must comply with law, policy, and administrative regulations relating to student and employee privacy and data security.

A student shall only use AI tools with teacher permission and shall be expected to produce original work and properly credit sources, including AI tools used in creating the work. Students who use AI tools to deceptively harm, bully, or harass others shall be disciplined in accordance with the Student Code of Conduct and policy. [See EIA(LOCAL), FFH, FFI, and the FO series]

**Building Access  
Control**

Audits of building access control shall include weekly inspections of instructional facilities during school hours to certify all exterior doors are, by default, set to closed, latched, and locked status and cannot be opened from the outside without a key.

The Superintendent shall ensure that the findings of the weekly inspections are:

1. Reported to the District safety and security committee; and
2. Reported to the campus principal or lead administrator of the instructional facility to ensure awareness of any deficiencies identified.

The campus principal or lead administrator shall assign appropriate staff to take action to reduce the likelihood of similar deficiencies in the future.

The results of the weekly reports shall be kept for review as part of the required safety and security audit.

The District's building access control procedures shall not be interpreted as discouraging parents or guardians who have been properly verified as authorized visitors from visiting their student's campus. [See GKC]

**Designation and Use  
of Private Spaces**

The Board shall ensure that the Superintendent, or appropriate staff as determined by the Superintendent, designates private spaces in accordance with law.

The Superintendent shall develop administrative regulations to ensure compliance with law and policy regarding the use of private spaces in District facilities.

**Compliance with Law**

The Superintendent shall establish procedures that ensure that all school facilities within the District comply with applicable laws and local building codes.

**Construction Contracts**

Prior to advertising, the Board shall determine the project delivery/contract award method to be used for each construction contract valued at or above ~~\$50,000~~ **the competitive purchasing threshold established in law**. To assist the Board, the Superintendent shall recommend the project delivery/contract award method that he or she determines provides the best value to the District. [See CV series generally and CBB(LEGAL) for requirements if federal funds are involved.]

For construction contracts valued at or above ~~\$25,000~~ **\$25,000**, the Superintendent shall also submit the resulting contract to the Board for approval. Lesser expenditures for construction and construction-related materials or services shall be at the discretion of the Superintendent and consistent with law and policy. [See also CH and CBB(LEGAL)]

---

**Note:** For provisions regarding delegation of authority for construction contracts in the event of a catastrophe, emergency, or natural disaster affecting the District, see CH(LOCAL).

---

**Change Orders**

Change orders permitted by law shall be approved by the Board or its designee prior to any changes being made in the approved plans or the actual construction of the facility.

**Project Administration**

All construction projects shall be administered by the Superintendent ~~or designee~~.

The Superintendent shall keep the Board informed concerning construction projects and also shall provide information to the general public.

**Final Payment**

The District shall not make final payments for construction or the supervision of construction until the work has been completed and the Board has accepted the work.

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS  
CONFLICT OF INTEREST

DBD  
(LOCAL)

---

**Note:** For conflicts of interest and gifts and gratuities related to federal grants and awards, see CB and CBB.

---

~~Disclosure—~~  
~~General Disclosure —~~  
General Standard

An employee shall disclose to his or her immediate supervisor a personal financial interest, a business interest, or any other obligation or relationship that in any way creates a potential conflict of interest with the proper discharge of assigned duties and responsibilities or with the best interest of the District.

**Specific Disclosures**  
Substantial Interest

The Superintendent shall file an affidavit with the Board President disclosing a substantial interest, as defined by Local Government Code 171.002, in any business or real property that the Superintendent or any of his or her relatives in the first degree may have.

Any other employee who is in a position to affect a financial decision involving any business entity or real property in which the employee has a substantial interest, as defined by Local Government Code 171.002, shall file an affidavit with the Superintendent; however, the employee shall not be required to file an affidavit for the substantial interest of a relative.

Interest in Property

The Superintendent shall be required to file an affidavit disclosing interest in property in accordance with Government Code 553.002.

Annual Financial  
Management  
Report

The Superintendent, as the executive officer of the District, shall provide to the District in a timely manner information necessary for the District's annual financial management report.

[See BBFA]

**Gifts**

An employee shall not accept or solicit any gift, favor, service, or other benefit that could reasonably be construed to influence the employee's discharge of assigned duties and responsibilities. [See CAA, CB, and CBB]

**Endorsements**

An employee shall not recommend, endorse, or require students to purchase any product, material, or service in which the employee has a financial interest or that is sold by a company that employs or retains the District employee during nonschool hours. No employee shall require students to purchase a specific brand of school supplies if other brands are equal and suitable for the intended instructional purpose.

**Sales**

An employee shall not use his or her position with the District to attempt to sell products or services.

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS  
CONFLICT OF INTEREST

DBD  
(LOCAL)

**Nonschool  
Employment**

An employee shall disclose in writing to his or her immediate supervisor any outside employment that in any way creates a potential conflict of interest with the proper discharge of assigned duties and responsibilities or with the best interest of the District.

Private Tutoring

An employee shall disclose in writing to his or her immediate supervisor any private tutoring of District students for pay.

**Personal Services  
Performed by an  
Administrator**

An administrator, as defined in law, shall not receive any financial benefit for the performance of personal services except as permitted by and in accordance with law.

An administrator, other than a Superintendent or an assistant superintendent, who wishes to seek Board approval to perform personal services permitted by law shall submit that request to the Superintendent in accordance with administrative regulations.

**Leave Administration**

The Superintendent shall develop administrative regulations addressing employee leaves and absences to implement the provisions of this policy.

**Definitions**

The term “immediate family” is defined as:

Immediate Family

1. Spouse.
2. Son or daughter, including a biological, adopted, or foster child, a son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands *in loco parentis*.
3. Parent, stepparent, parent-in-law, or other individual who stands *in loco parentis* to the employee.
4. Sibling, stepsibling, and sibling-in-law.
5. Grandparent and grandchild.
6. Any person residing in the employee’s household at the time of illness or death.

For purposes of the Family and Medical Leave Act (FMLA), the definitions of spouse, parent, son or daughter, and next of kin are found in DECA(LEGAL).

Family Emergency

The term “family emergency” shall be limited to disasters and life-threatening situations involving the employee or a member of the employee’s immediate family.

Leave Day

A “leave day” for purposes of earning, using, or recording leave shall mean the number of hours per day equivalent to the employee’s usual assignment, whether full-time or part-time.

School Year

A “school year” for purposes of earning, using, or recording leave shall mean the term of the employee’s annual employment as set by the District for the employee’s usual assignment, whether full-time or part-time.

Daily Rate of Pay

The “daily rate” of a contract employee, including a teacher, school counselor, or librarian, shall be computed by dividing the employee’s annual salary by the number of duty days in the employee’s contract year.

Catastrophic Illness or Injury

A catastrophic illness or injury is a severe condition or combination of conditions affecting the mental or physical health of the employee or a member of the employee’s immediate family that requires the services of a licensed practitioner for a prolonged period of time and that forces the employee to exhaust all leave time earned by that employee and to lose compensation from the District. Such conditions typically require prolonged hospitalization or recovery or are expected to result in disability or death. Conditions

relating to pregnancy or childbirth shall be considered catastrophic if they meet the requirements of this paragraph.

---

**Note:** For District contribution to employee insurance during leave, see CRD(LOCAL).

---

**Availability**

The District shall make state personal leave and local leave for the current year available for use at the beginning of the school year.

**State Leave Proration**

If an employee separates from employment with the District before his or her last duty day of the school year or begins employment after the first duty day of the school year, state personal leave shall be prorated based on the actual time employed.

If an employee separates from employment before the last duty day of the school year, the employee's final paycheck shall be reduced for state personal leave the employee used beyond his or her pro rata entitlement for the school year.

**Medical Certification**

An employee shall submit medical certification of the need for leave if:

1. The employee is absent more than three consecutive work-days because of personal illness or illness in the immediate family;
2. The District requires medical certification due to a questionable pattern of absences or when deemed necessary by the supervisor or Superintendent; or
3. The employee requests FMLA leave for the employee's serious health condition; a serious health condition of the employee's spouse, parent, or child; or for military caregiver leave.

In each case, medical certification shall be made by a health-care provider as defined by the FMLA. [See DECA(LEGAL)]

**State Personal Leave**

The Board requires employees to differentiate the manner in which state personal leave is used.

**Nondiscretionary Use**

Nondiscretionary use of leave shall be for the same reasons and in the same manner as state sick leave accumulated before May 30, 1995. [See DEC(LEGAL)]

Nondiscretionary use includes leave related to the birth or placement of a child and taken within the first year after the child's birth, adoption, or foster placement.

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

**Discretionary Use** Discretionary use of leave is at the individual employee's discretion, subject to limitations set out below.

*Request for Leave* In deciding whether to approve or deny a request for discretionary use of state personal leave, the supervisor shall not seek or consider the reasons for which an employee requests to use leave. The supervisor shall, however, consider the duration of the requested absence in conjunction with the effect of the employee's absence on the educational program and District operations, as well as the availability of substitutes.

Discretionary use of state personal leave shall not exceed three consecutive workdays.

**Local Leave** Each employee shall earn five paid local leave days per school year in accordance with administrative regulations.

Local leave shall accumulate to a maximum of 20 leave days.

Local leave shall be used according to the terms and conditions of state personal leave. [See State Personal Leave, above]

**Bereavement Leave** An employee shall be granted five days of bereavement leave upon the death of a member of the employee's immediate family. Such leave shall be taken with no loss of pay or other paid leave.

**Sick Leave Pool** An employee who has exhausted all paid leave as well as any applicable compensatory time and who suffers from a catastrophic illness or injury or is absent due to the catastrophic illness or injury of a member of the employee's immediate family may request the establishment of a sick leave pool, to which District employees may donate local leave or state personal leave for use by the eligible employee.

The pool shall cease to exist when the employee no longer needs leave for the purpose requested, uses the maximum number of days allowed under a pool, or exhausts all leave days donated to the sick leave pool.

The Superintendent shall develop regulations for the implementation of the sick leave pool that address the following:

1. Procedures to request the establishment of a sick leave pool;
2. The maximum number of days an employee may donate to a sick leave pool;
3. The maximum number of days per school year an eligible employee may receive from a sick leave pool; and
4. The return of unused days to donors.

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

Appeal An employee may appeal a decision regarding the establishment or implementation of the District's sick leave pool in accordance with DGBA(LOCAL), beginning with the Superintendent or appropriate administrator.

**Family and Medical Leave**

The District shall make FMLA leave available to employees in accordance with DECA(LEGAL) and the following provisions.

**Concurrent Use of Paid Leave**

FMLA leave shall run concurrently with applicable paid leave and compensatory time, as applicable, **except as provided below.**

**Note:—See DECA(LEGAL) for provisions addressing**

A teacher shall notify the appropriate administrator if they choose not to use paid leave concurrently with FMLA leave for an absence related to pregnancy or the birth or adoption of child.

**Twelve Month FMLA Exception Period**

For purposes of an employee's entitlement to FMLA leave, the 12-month period shall be measured forward from the date an individual employee's first FMLA leave begins.

**Combined Leave for Spouses**

When both spouses are employed by the District, the District shall limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined total of 12 weeks. The District shall limit military caregiver leave to a combined total of 26 weeks.

**Intermittent or Reduced Schedule Leave**

The District shall permit use of intermittent or reduced schedule FMLA leave for the care of a newborn child or for the adoption or placement of a child with the employee.

**Certification of Leave**

When an employee requests leave, the employee shall provide certification, in accordance with FMLA regulations, of the need for leave.

**Fitness-for-Duty Certification**

In accordance with administrative regulations, when an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification.

**Leave at the End of Semester**

When a teacher takes leave near the end of the semester, the District may require the teacher to continue leave until the end of the semester.

**Temporary Disability Leave**

Any full-time employee whose position requires educator certification by the State Board for Educator Certification or by the District shall be eligible for temporary disability leave. The maximum length of temporary disability leave shall be 180 calendar days. [See DBB(LOCAL) for temporary disability leave placement and DEC(LEGAL) for return to active duty.]

An employee's notification of need for extended absence due to the employee's own medical condition shall be forwarded to the Superintendent as a request for temporary disability leave.

The District shall require the employee to use temporary disability leave and paid leave, including any compensatory time, concurrently with FMLA leave.

**Workers'  
Compensation**

---

**Note:** Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the District's contribution to health insurance.

---

An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.

**Paid Leave Offset**

The District shall permit the option for paid leave offset in conjunction with workers' compensation income benefits. [See CRE]

**Court Appearances**

Absences due to compliance with a valid subpoena or for jury duty shall be fully compensated by the District and shall not be deducted from the employee's pay or leave balance.

**Annual Payment for  
Unused Leave**

Each employee may request annual payment for unused local leave to a maximum of five days per school year.

An employee who wishes to receive payment for unused leave must submit his or her written request in accordance with administrative procedures.

The employee shall receive payment for each day of unused local leave at the rate of pay of a certified substitute teacher in accordance with the annual compensation plan approved by the Board.

Days for which the employee received payment shall not be available to that employee for use in the District.

The rate established by the Board shall be in effect until a new rate is adopted. Any changes to the rate shall apply beginning with the school year following the adoption of the rate change.

**Payment for  
Accumulated Leave  
Upon Separation**

The following leave provisions shall apply to local leave accumulated beginning on the original effective date of this program.

An employee who separates from employment with the District shall be eligible for payment for accumulated local leave under the following conditions:

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

1. The employee's separation from employment is voluntary, i.e., the employee is retiring or resigning and is not being discharged or nonrenewed.
2. The employee provides advance written notice of intent to separate from employment. Contract employees must complete the current school year to be eligible. Noncontract employees must provide written notice at least two weeks before the last day of employment.
3. The employee has at least two years of service with the District.
4. The employee has at least five days of available local leave.

The employee shall receive payment for each day of accumulated local leave, to a maximum of 20 days, at the rate of pay of a certified substitute teacher in accordance with the annual compensation plan adopted by the Board. If the employee is reemployed with the District, days for which the employee received payment shall not be available to that employee.

The rate established by the Board shall be in effect until the Board adopts a new rate. Any changes to the rate shall apply beginning with the school year following the adoption of the rate change.

**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, gender, national origin, age, disability, or any other basis prohibited by law. 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. [See DFFA]
10. Reduction in force because of a program change. [See DFFB]
11. The employee is not retained at a campus in accordance with the provisions of a campus turnaround plan. [See AIC]
12. Drunkenness or excessive use of alcoholic beverages; or possession, use, or being under the influence of alcohol or alcoholic beverages while on District property, while working in the scope of the employee's duties, or while attending any school- or District-sponsored activity.
13. The illegal possession, use, manufacture, or distribution of a controlled substance, a drug, a dangerous drug, hallucinogens, or other substances regulated by state statutes.
14. Failure to meet the District's standards of professional conduct.
15. 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]

16. Conviction of or deferred adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL); or conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony. [See DH]
17. Failure to comply with reasonable District requirements regarding advanced coursework or professional improvement and growth.
18. Disability, not otherwise protected by law, that prevents the employee from performing the essential functions of the job, [with or without reasonable accommodation](#).
19. Any activity, school-connected or otherwise, that, because of publicity given it, or knowledge of it among students, faculty, or the community, impairs or diminishes the employee's effectiveness in the District.
20. Any breach by the employee of an employment contract or any reason specified in the employee's employment contract.
21. Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, or colleagues.
22. A significant lack of student progress attributable to the educator.
23. Behavior that presents a danger of physical harm to a student or to other individuals.
24. Assault on a person on District property or at a school-related function, or on an employee, student, or student's parent regardless of time or place.
25. 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.
26. Falsification of records or other documents related to the District's activities.
27. Falsification or omission of required information on an employment application.
28. Misrepresentation of facts to a supervisor or other District official in the conduct of District business.

29. Failure to fulfill requirements for state licensure or certification, including passing certification or licensing examinations required by state or federal law or by the District, for the employee's assignment.
30. Failure to maintain licensing and certification requirements, including the completion of required continuing education hours, for the employee's assignment.
31. Failure to complete certification or permit renewal requirements, or failure to fulfill the requirements of a deficiency plan, under an Emergency Permit or a Temporary Classroom Assignment Permit.
32. Any attempt to encourage or coerce a child to withhold information from the child's parent or from other District personnel.
33. Any reason that makes the employment relationship void or voidable, such as a violation of federal, state, or local law.
34. Engaging in or assigning to another individual, whether intentionally or knowingly, an instruction, guidance, activities, or programming prohibited by law. [See EMB]
35. Engaging in or assigning to another individual, whether intentionally or knowingly, diversity, equity, and inclusion duties prohibited by law.
- ~~34-36.~~ Any reason constituting good cause for terminating the contract during its term.

Recommendations  
from Administration

Administrative recommendations for renewal or proposed nonrenewal of term contracts shall be submitted to the Superintendent. A recommendation for proposed nonrenewal shall be supported by any relevant documentation. 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. Supporting documentation, if any, and reasons for the recommendation shall be submitted for each employee recommended for proposed nonrenewal.

The Board shall consider such information, as appropriate, in support of recommendations for proposed nonrenewal and shall then act on all recommendations.

Notice of Proposed  
Nonrenewal

After the Board votes to propose nonrenewal, the Superintendent or designee shall deliver written notice of proposed nonrenewal in accordance with law.

If the notice of proposed nonrenewal does not contain a statement of the reason or all 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 at 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 presiding officer, 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 Procedures**

Unless the employee requests that the hearing be open, the hearing shall be conducted in closed meeting 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 called to present evidence. The employee and the administration may choose a representative. 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 presiding officer's control and shall generally follow the steps listed below:

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

**No Hearing**

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

## Complaints

In this policy, the terms “complaint” and “grievance” shall have the same meaning.

### Other Complaint Processes

Employee complaints shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with DGBA after the relevant complaint process [has been followed](#):

1. Complaints alleging discrimination, including violations of Title IX (gender), Title VII (sex, race, color, religion, national origin), ADEA (age), or Section 504 (disability), shall be submitted in accordance with ~~the DIA series~~.
2. Complaints alleging certain forms of harassment, including harassment by a supervisor and violation of Title VII, shall be submitted in accordance with ~~the DIA series~~.
3. Complaints concerning retaliation ~~relating~~[related](#) to discrimination and harassment shall be submitted in accordance with ~~the DIA series~~.
4. Complaints concerning instructional resources shall be submitted in accordance with the EF series.
5. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with the CKE series.
6. Complaints concerning the proposed nonrenewal of a term contract issued under Chapter 21 of the Education Code shall be submitted in accordance with DFBB.
7. Complaints concerning the proposed termination or suspension without pay of an employee on a probationary, term, or continuing contract issued under Chapter 21 of the Education Code during the contract term shall be submitted in accordance with DFAA, DFBA, or DFCA.

## Notice to Employees

The District shall inform employees of this policy through appropriate District publications [and on the District's website](#).

## ~~Guiding Principles~~ Informal Process

The Board encourages employees to discuss their concerns with their supervisor, principal, or other appropriate [campus or District administrator](#) who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.

~~Direct  
Communication with  
Board Members~~  
~~Employees shall not  
be prohibited from  
communicating with  
a member of the  
Board regarding  
District operations~~  
~~Formal Process  
communication  
between an  
employee and a  
Board member  
would be  
inappropriate  
because of a  
pending hearing or  
appeal related to the  
employee~~  
Filing  
Deadlines

If an employee has engaged in the informal process in an attempt to resolve the complaint with the District and has not reached a resolution during the process, the employee must file a complaint within 15 business days of the date the employee first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance.

All deadlines shall be strictly followed unless otherwise required by law or modified by mutual written consent.

An employee may initiate the formal process described below by timely filing a written complaint form.

~~Even after initiating the formal complaint process, employees are encouraged to seek informal resolution of their concerns. An employee whose concerns are resolved may withdraw a formal complaint at any time.~~

~~The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or "mini-trial" at any level.~~ The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or "mini-trial" at any level.

The complaint form shall be filed with the lowest level administrator who has the authority to remedy the alleged problem. In most circumstances, the employee shall file Level One complaints with the campus principal for any complaint on a matter related to a campus. For a complaint that arises on a matter that is unrelated to a campus, the complaint shall be filed with the appropriate District-level administrator.

If the subject matter of the complaint requires a Board decision, is a complaint about a Board member, or is a complaint about the Superintendent, the complaint shall be initiated at the Board level. A preliminary hearing to develop a record or recommendation for the Board may be conducted by an appropriate administrator.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

Option to Continue  
Informal Process

Even after initiating the formal complaint process, the employee is encouraged to seek informal resolution of their concerns. An employee whose concerns are resolved may withdraw a formal complaint at any time.

Notice of Complaint	A District employee against whom a complaint has been filed shall be provided notice of the complaint in accordance with administrative regulations. The employee shall have sufficient opportunity to submit a written response to the complaint that shall be included in the record of the complaint.
Freedom from Retaliation	Neither the Board nor any District employee shall unlawfully retaliate against an employee for bringing a concern or complaint.
Whistleblower Complaints	Whistleblower complaints shall be filed within the time specified by law and may be made <del>to the Superintendent or designee</del> beginning at Level Two. Timelines for the employee and the District set out in this policy may be shortened to allow the Board to make a final decision within 60 calendar days of the initiation of the complaint. [See DG]
Complaints Against Supervisors	Complaints alleging a violation of law by a supervisor may be made to the Superintendent <del>or designee</del> . <del>Complaint forms</del> . <del>Complaints</del> alleging a violation of law by the Superintendent may be submitted directly to the Board or <del>Board's</del> designee.
Direct Communication with Board Members	Employees shall not be prohibited from communicating with a member of the Board regarding District operations except when communication between an employee and a Board member would be inappropriate because of a pending hearing or appeal related to the employee.
General Provisions Filing	Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, <del>including email and fax</del> , or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are post-marked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three <del>business</del> days after the deadline.
Scheduling Conferences Hearings	The District shall make reasonable attempts to schedule <del>conferences</del> <del>hearings</del> at a mutually agreeable time. If the employee fails to appear at a scheduled <del>conference</del> <del>hearing</del> , the District may hold the <del>conference</del> <del>hearing</del> and issue a decision in the employee's absence.
Response At Levels One and Two, "response" Decision	A "decision" shall mean a written communication to the employee from the appropriate administrator. <del>Responses that provides an explanation of the basis of the decision, an indication of each document that supports the decision, and any relief or redress to be</del>

provided. A decision shall be issued on the merits of the concern raised in the complaint notwithstanding any procedural errors or the type of relief or redress requested.

The decision shall also include information regarding the filing of an appeal in accordance with this policy. After a hearing at Level Three, the decision shall include information on submitting an appeal to the commissioner.

A decision may be hand-delivered, sent by electronic communication to the employee's email address of record, or sent by U.S. Mail to the employee's mailing address of record. Mailed ~~responses~~ decisions shall be timely if they are postmarked by U.S. Mail on or before the deadline.

~~Days~~

~~"Days" shall mean District business days, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one."~~

~~Representative~~ Representative

"Representative" shall mean any person who or an organization that does not claim the right to strike and is designated by the employee to represent ~~him or her~~ the employee in the complaint process.

The employee may designate a representative through written notice to the District at any level of this process. The representative may participate in person or by telephone conference call. If the employee designates a representative with fewer than three business days' notice to the District before a scheduled ~~conference or~~ hearing, the District may reschedule the ~~conference or~~ hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.

~~Consolidating~~  
~~Complaints~~

~~Complaints arising out of an event or a series of related events shall be addressed in one complaint. Employees shall not file~~ To promote efficiency in addressing complaints, the appropriate administrator shall determine if separate or serial complaints arising from ~~any~~ an event or series of events that have been or could have been addressed in a previous complaint.

~~When two or more complaints are sufficiently similar in nature and remedy sought to permit their resolution through one proceeding, the District may consolidate the complaints.~~

~~Untimely Filings~~

~~All time limits shall be strictly followed unless modified by mutual written consent.~~

~~If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the employee, at any point during the complaint process. The employee may appeal the~~

~~dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness~~ related events shall be consolidated.

Costs Incurred	Each party shall pay its own costs incurred in the course of the complaint.
Complaint and Appeal Forms	Complaints and appeals under this policy shall be submitted <del>in writing</del> on a form provided by the District.  Copies of any documents that support the complaint should be <del>attached to</del> included with the complaint form. If the employee does not have copies of these documents, <del>they</del> copies may be presented at the Level One <del>conference</del> hearing. After the Level One <del>conference, no new documents may be submitted by the employee unless the employee did not know the documents existed before the Level One conference</del> hearing, the employee may supplement the record with additional documents or include additional claims.
Record	A record of each complaint hearing shall be created and retained in accordance with this policy. The record shall include documents submitted by the employee who filed the complaint, documents determined relevant by District personnel, and the decision.
Remand	A complaint or appeal form that is incomplete in any material aspect <del>may</del> shall be <del>dismissed but may be refiled with all the required information if the refiling is within the designated time for filing.</del> re-filed, if at Level One, and remanded at all other levels in order to develop an adequate record of the complaint.  If an adequate record has not been developed, the appropriate administrator may remand the complaint to a lower level. The Board or Board committee may remand a complaint to a lower level if at the Board level of review an adequate record has not been developed.
<b>Assignment of Hearing Officer</b>	When a District employee is the subject of a complaint, the hearing shall be conducted by an administrator who is in a supervisory or higher organizational role. The District employee who is the subject of the complaint shall recuse themselves from reviewing the complaint at any level in the process.
<b>Investigation</b>	The District may conduct an investigation at any level in the complaint process. If the District and the employee mutually agree, all deadlines shall be suspended during an investigation.
<b>Audio Recording</b>	As provided by law, an employee shall be permitted to make an audio recording of a <del>conference or</del> hearing under this policy at which the substance of the employee's complaint is discussed. The

employee shall notify all attendees present that an audio recording is taking place.

### Complaint Levels

#### Level One

~~Complaint forms must be filed:~~

~~8. Within 15 days of the date the employee first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and~~

~~9. With the lowest level administrator who has the authority to remedy the alleged problem.~~

~~In most circumstances, employees on a school campus shall file Level One complaints with the campus principal; other District employees shall file Level One complaints with their immediate supervisor.~~

~~If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.~~

~~If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.~~

~~The appropriate administrator shall investigate as necessary and schedule a conference with the employee within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.~~

~~Absent extenuating circumstances, the administrator shall provide the employee a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator~~  
At Level One, the appropriate hearing officer shall hold a hearing with the employee within 10 calendar days after receipt of the written complaint. The hearing officer may set reasonable time limits for the hearing.

The hearing officer shall provide the employee a decision within 20 calendar days following the hearing. In reaching a decision, the hearing officer may consider information provided with the complaint form and any other relevant documents or information the hearing officer believes will help resolve the complaint.

Level Two

If the employee did not receive the relief requested at Level One or if the time for a ~~response~~decision has expired, the employee may request a ~~conference with the Superintendent or designee~~hearing at Level Two to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ~~ten~~20 calendar days of the date of the ~~written~~ Level One ~~response~~decision or, if no ~~response was received,~~ within ~~ten~~decision has been communicated to the employee, within 20 calendar days of the Level One ~~response~~decision deadline.

After receiving notice of the appeal, the Level One ~~administrator-~~hearing officer shall prepare and forward a record of the Level One complaint to the Level Two ~~administrator.~~ ~~The employee may re-~~questhearing officer and provide a copy of the Level One record to the employee.

The Level One record shall include:

1. The original complaint form and any attachments.
2. ~~All~~Any other documents submitted by the employee at Level One.
3. ~~The~~if the complaint is against a District employee, the written response of the District employee, if any.
- ~~3.4.~~ 4. The decision issued at Level One and any attachments.
- ~~4.5.~~ 5. All other documents relied upon by the Level One ~~administra-~~torhearing officer in reaching the Level One decision.

The ~~Superintendent or designee shall schedule a conference~~ ~~within ten~~hearing officer shall hold a hearing within 10 calendar days after the appeal notice is filed. The ~~conference shall be limited to the issues and documents considered at Level One.~~ At the conference, the employee may provide information concerning any documents or information relied upon by the administration for the Level One decision. ~~The Superintendent or designee may set reasonable time limits for the conference~~hearing officer may set reasonable time limits for the hearing.

The ~~Superintendent or designee~~hearing officer shall provide the employee a ~~written response~~decision within ~~ten~~20 calendar days following the ~~conference.~~ ~~The written response shall set forth the basis of the decision~~hearing. In reaching a decision, the ~~Superintendent or designee~~hearing officer may consider the Level One record, any additional information provided ~~at~~prior to the Level Two ~~conference~~hearing, and any other relevant documents or informa-

- tion the ~~Superintendent or designee~~ hearing officer believes will help resolve the complaint.
- Recordings of the Level One and Level Two ~~conferences~~ hearings, if any, shall be maintained with the Level One and Level Two records.
- Level Three
- If the employee did not receive the relief requested at Level Two or if the time for a ~~response~~ decision has expired, the employee may appeal the decision to the Board.
- The appeal notice must be filed in writing, on a form provided by the District, within ~~ten~~ 20 calendar days of the date of the ~~written~~ Level Two ~~response~~ decision or, if no ~~response was received,~~ ~~within ten~~ decision has been communicated to the employee, within 20 calendar days of the Level Two ~~response~~ decision deadline.
- ~~The Superintendent or designee shall inform the employee of the date, time, and place of the Board~~ Unless the Board delegates a committee in accordance with law, the Board shall hear the appeal of the Level Two decision.
- After receiving notice of the appeal, the Board or Board committee shall hold a meeting to discuss the complaint no later than 60 calendar days after the date on which the Level Two decision was made.
- The Superintendent shall inform the employee whether the Board or a Board committee will hear the appeal and of the date, time, and place of the meeting at which the complaint will be on the agenda for presentation to the Board or Board committee.
- ~~The Superintendent or designee~~ At least five business days before the Board or Board committee meeting, the Superintendent shall provide the employee a description of any information the Board intends to rely on that is not contained in the record created at the previous hearing levels, including any preliminary hearing.
- The Superintendent shall provide the Board the record of the Level Two appeal. The employee may request a copy of the Level Two record.
- The Level Two record shall include:
1. The Level One record.
  2. The notice of appeal from Level One to Level Two.
  3. ~~The written response~~ Any other documents submitted by the employee at Level Two.
  - 3.4. The decision issued at Level Two and any attachments.

4.5. All other documents relied upon by the administration in reaching the Level Two decision.

~~The appeal shall be limited to the issues and documents considered at Level Two, except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the employee notice of the nature of the evidence at least three days before the hearing.~~

~~The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]~~

The employee may request that the complaint be heard in open or closed meeting. The District shall honor that request unless the Texas Open Meetings Act or other applicable law requires otherwise. [See BE]

At the meeting, the presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the employee and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. ~~The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels. members.~~

In addition to any other record of the ~~Board~~ meeting required by law, the Board or Board committee shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the employee or the employee's representative, any presentation from the administration, and questions from ~~the Board~~ members with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board or Board committee shall then consider the complaint. It ~~may give notice of its~~ shall make a decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. ~~If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two~~ no later than 30 calendar days after the date of the Board or Board committee meeting at which the complaint was presented. The employee shall be provided a decision in accordance with this policy and state law.

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

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

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

**Violations of Standards of Conduct**

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

**Weapons Prohibited**

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

Exceptions

No violation of this policy occurs when:

1. A District employee who holds a ~~Texas~~ handgun license [in accordance with state law](#) stores a handgun or other firearm in a locked vehicle in a parking lot, parking garage, or other parking area provided by the District, provided the handgun or other firearm is not in plain view; or
2. The use, possession, or display of an otherwise prohibited weapon takes place as part of a District-approved activity supervised by proper authorities. [See FOD]

**Electronic Communication**

Use with Students

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

Unless an exception has been made in accordance with the employee handbook or other administrative regulations, an employee shall not use a personal electronic communication platform, application, or account to communicate with currently enrolled students.

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

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

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

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

Personal Use

All employees shall be held to the same professional standards in their public use of electronic communication as for any other public conduct. If an employee's use of electronic communication violates state or federal law or District policy, or interferes with the employee's ability to effectively perform his or her job duties, the employee is subject to disciplinary action, up to and including termination of employment.

Reporting Improper Communication

In accordance with administrative regulations, an employee shall notify his or her supervisor when a student engages in improper electronic communication with the employee.

Disclosing Personal Information

An employee shall not be required to disclose his or her personal email address or personal phone number to a student.

**Prohibited Classroom Instruction or Activities**

An employee is prohibited from intentionally or knowingly engaging in or assigning to another individual instruction, guidance, activities, or programming prohibited by law [see EMB].

**Prohibited Diversity, Equity, and Inclusion Duties**

An employee shall be subject to disciplinary action, including termination of employment, if the employee, intentionally or knowingly:

- Engages in diversity, equity, and inclusion (DEI) duties.
- Assigns to another individual DEI duties.

[See BT(LEGAL)]

**Social Transitioning**

An employee shall be prohibited from assisting a District student with social transitioning, as the term is defined in law. This prohibition includes providing any information to a District student about social transitioning or guidelines intended to assist a District student with social transitioning.

**Safety Requirements**

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

**Harassment or Abuse**

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

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

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

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

**Relationships with Students**

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

As required by law, the District shall notify the parent of a student with whom ~~an educator~~ a District employee or person acting as a service provider for the District is alleged to have engaged in certain misconduct. [See FFF]

[See FFF for parent notification requirements and DHB and DHC for reporting requirements.]

**Tobacco and Nicotine Products and E-Cigarettes**

An employee is prohibited from possessing or using any type of tobacco product, e-cigarette, or any other electronic vaporizing device while on school property, in a District vehicle, or while attending an off-campus school-related activity. An employee is also

prohibited from possessing or using any type of nicotine product, including nicotine pouches, regardless of whether the product contains tobacco, while on District property, in a District vehicle, or while attending an off-campus school-related activity.

An employee's supervisor is authorized to approve an exception to this policy for a smoking cessation product.

**Alcohol and Drugs /  
Notice of Drug-Free  
Workplace**

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

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

1. Any controlled substance or dangerous drug as defined by law, including but not limited to marijuana, any narcotic drug, hallucinogen, stimulant, depressant, amphetamine, or barbiturate.
2. Alcohol or any alcoholic beverage.
3. Any abusable glue, aerosol paint, or any other chemical substance for inhalation.
4. Any other intoxicant or mood-changing, mind-altering, or behavior-altering drug.

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

**Exceptions**

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

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

**Sanctions**

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

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

Notice

Employees shall receive a copy of this policy.

**Arrests, Indictments, Convictions, and Other Adjudications**

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

1. Crimes involving school property or funds;
2. Crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
3. Crimes that occur wholly or in part on school property or at a school-sponsored activity; or
4. Crimes involving moral turpitude, which include:
  - Dishonesty; fraud; deceit; theft; misrepresentation;
  - Deliberate violence;
  - Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor;
  - Felony possession or conspiracy to possess, or any misdemeanor or felony transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any controlled substance defined in Chapter 481 of the Health and Safety Code;
  - Felony driving while intoxicated (DWI);
  - Acts constituting abuse or neglect under the Texas Family Code; or
  - Acts constituting public intoxication.

**Dress and Grooming**

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

**Care of School  
Property**

An employee who damages school property to an extent beyond that which is expected under ordinary conditions shall be held responsible for the restoration or replacement of the item or items. Failure to comply with this provision may result in a suit being brought against the employee.

**Instructional Plan  
and Course Syllabus**

Prior to the beginning of each semester, each teacher shall provide a copy of the teacher's instructional plan or course syllabus for each class for which the teacher provides instruction.

The teacher shall provide this information to the District administration and the parent of each student enrolled in the teacher's class. Additional copies of the instructional plan or course syllabus shall be made available to a parent of a student enrolled upon that parent's request.

District Website

The Superintendent shall develop administrative procedures for the posting of the instructional plans and course syllabi for each class offered in the District on the District's website.

---

**Note:** For information related to the accounting of instructional materials, as this term is defined by state law and rule, see CMD.

For information related to the selection process of library materials, see EFB.

---

The District shall provide instructional materials designed to teach the Texas Essential Knowledge and Skills and further the District's educational mission. Although the Superintendent shall ensure that professional staff select instructional materials in accordance with District policy and administrative regulations, the ultimate authority for determining and approving the curriculum and instructional program of the District lies with the Board.

**Objectives**

In this policy, "instructional materials" may include textbooks, supplementary resources for classroom use, and any other instructional resources, including electronic resources, used for formal or informal teaching and learning purposes. The primary objectives of instructional materials are to implement, enrich, and support the District's educational program.

**Selection**

Instructional materials that are textbooks and related supplemental materials, which may include items from the list of resources adopted by the State Board of Education, shall be chosen in accordance with administrative regulations and the objectives above.

The Board shall rely on District professional staff to select and acquire instructional materials that:

1. Enrich and support the curriculum consistent with the general educational goals of the state and District, the aims and objectives of individual schools and specific courses, and the District and campus improvement plans.
2. Are appropriate for the subject area and for the age, ability level, learning styles, interests, and social and emotional development of the students for whom they are selected.
3. Meet high standards for artistic quality, literary style, authenticity, educational significance, factual content, physical format, presentation, readability, and technical quality.
4. Present various sides of controversial issues so that students have an opportunity to develop, under guidance, skills in critical analysis and in making informed judgments in their daily lives. [See also EMB regarding instruction about controversial issues.]
5. Promote literacy.

District professional staff may select additional instructional materials in accordance with administrative regulations and the criteria above.

Administrators, teachers, other District personnel, parents, and community members, as appropriate, may recommend instructional materials for selection. Gifts of instructional materials shall be evaluated according to these criteria and accepted or rejected in accordance with CDC(LOCAL).

Selection of instructional materials is an ongoing process that includes the removal of materials no longer appropriate and the periodic replacement or repair of materials that still have educational value.

**Parent Request for Instructional Material Review**

The Superintendent shall develop administrative regulations to ensure compliance with state law and rules that a parent or guardian of a District student may request an instructional materials review for a subject area in the grade level in which their student is enrolled on the basis of the following:

1. The material is not aligned with District-adopted materials; or
2. The material does not have the appropriate rigor for the grade level for the subject area in which the instructional material is used.

The regulations shall also address procedures for submitting a parent petition to review instructional materials, the appeal process if a petition for review is denied, criteria for reviewing any appeal, and timelines for each step in the process.

**Reconsideration of Instructional Materials**

A District employee or a parent or guardian of a District student may request reconsideration of instructional material used in the District's educational program on the basis that the instructional material fails to meet the standards set forth in this policy.

**Guiding Principles**

The following principles shall guide the Board and staff in responding to a request for reconsideration of instructional materials:

1. A complainant may raise an objection to an instructional material used in a school's educational program, despite the fact that the professional staff selecting the materials were qualified to make the selection, followed the proper procedure, and adhered to the objectives for instructional materials set out in this policy.
2. A parent's ability to exercise control over instruction extends only to his or her own child as set forth in Education Code Chapter 26.

3. Access to a challenged material shall not be restricted during the reconsideration process, except the District may deny access to a child if requested by the child's parent.

The major criterion for the final decision on challenged instructional materials is the appropriateness of the material for its intended educational use. No challenged instructional material shall be removed solely because of the ideas expressed therein.

*Informal  
Reconsideration*

When the District or a campus receives an objection to the appropriateness of an instructional material, the appropriate administrator shall try to resolve the matter informally. The administrator shall explain the selection process and discuss the intended educational purpose for the instructional material. If appropriate, the administrator may offer a concerned parent an alternative instructional material to be used by that parent's child in place of the challenged material.

If the complainant wishes to make a formal challenge, the administrator shall provide the complainant a copy of this policy and a form to request a formal reconsideration of the instructional material.

*Formal Request for  
Reconsideration*

A complainant shall make any formal request to reconsider an instructional material on the form provided by the District and shall submit the completed and signed form to the principal. Upon receipt of the form, the principal shall appoint a reconsideration committee.

The reconsideration committee shall include at least one member of the instructional staff who has experience using the challenged material with students or is familiar with the challenged material's content. Other members of the committee may include District-level staff, secondary-level students, parents, and any other appropriate individuals.

All members of the committee shall review the challenged instructional material in its entirety. As soon as reasonably possible, the committee shall meet and determine whether the challenged material conforms to the principles of selection set out in this policy and whether the challenged material will continue to be used in the educational program. The committee shall prepare a written report of its findings. The Superintendent, other appropriate administrators, and the complainant shall receive copies of the report.

*Frequency of  
Review*

After an instructional material has been reviewed through formal reconsideration, it shall not be reviewed again until it is evaluated in the periodic local selection process.

Appeal

The complainant may appeal the decision of the reconsideration committee in accordance with appropriate complaint policies, starting at the appropriate level. [See DGBA, FNG, and GF]

---

**Note:** Unless otherwise noted, the terms “video recording,” “video surveillance,” and “video monitoring” shall also include any associated audio recordings. In addition, the term “classroom” shall also include other special education settings subject to video and audio recording required by law.

---

To promote student safety, the District shall comply with requests for video and audio monitoring of certain ~~self-contained~~ special education classrooms as required by law. Regular or continual monitoring of video recordings shall be prohibited. Video recordings shall not be used for teacher evaluation or monitoring or for any purpose other than the promotion of student safety.

The ~~Superintendent~~ Superintendent is responsible for coordinating the provision of equipment to campuses in compliance with the law.

The Superintendent shall ensure that administrative regulations are developed to implement this policy.

### Requests

For Following Year

A parent of a student receiving special education services and whose placement for the following school year will be in a ~~self-contained~~ special education classroom eligible for video surveillance may request in writing that a video camera be placed in the classroom by the end of the current school year or by the ~~tenth~~ 10th business day after the student’s admission, review, and dismissal (ARD) committee determines the student’s placement, whichever is later. If such a request is made, the campus shall begin operation of the camera by the deadlines in law.

For Current Year

Written requests from a parent, assistant principal, principal, staff member, or the Board shall be submitted and processed in accordance with the procedures in law.

Response

As required by law, the District shall provide a response to the requester not later than the seventh business day after receipt of the request.

### Notice

Before a camera is activated, the principal shall provide advance written notice to staff on the campus and to parents of the students assigned to or engaging in school activities in the classroom that video and audio surveillance will be conducted in the classroom.

### Installation and Operation

The classroom subject to the request shall begin operation of video surveillance not later than the time frames required in law, except when the District is granted an extension of time.

When the District has installed video cameras in a classroom as required by law, the District shall operate the cameras during the instructional day at all times when one or more students are in the classroom. For purposes of this policy, the instructional day shall be defined as the portion of a school day during which instruction is taking place in the classroom.

For the school year in which a campus receives a request for video and audio surveillance, the campus shall continue to operate and maintain any video cameras placed in the classroom for as long as the classroom continues to satisfy the requirements in Education Code 29.022(a). However, the campus may discontinue operation of the video camera during the year if the requester withdraws the request in writing and no request is submitted to continue the surveillance. Before a camera is deactivated, the principal shall provide advance written notice to staff on the campus and to parents of the students assigned to or engaging in school activities in the classroom that video and audio surveillance will be discontinued in the classroom and of the opportunity to request continued video and audio surveillance.

Video cameras must be capable of recording video and audio of all areas of the classroom, including a room attached to the classroom used for time out as defined by law. No visual monitoring, other than incidental coverage, shall be conducted of the inside of a bathroom or other area used for changing a student's clothes.

The District shall post notice at the entrance to a classroom in which video cameras are placed stating that video and audio surveillance is conducted in that classroom.

**Retention of Recordings**

Video recordings shall be retained for at least three months after the date of the recording but may be retained for a longer period in accordance with the District's records management program, or as required by law. [See CPC]

**Confidentiality of Recordings**

Video recordings made in accordance with this policy shall be confidential and shall only be released or viewed by the individuals and in the limited circumstances permitted by law. The following individuals shall have authority to view video recordings to the extent permitted by the Family Educational Rights and Privacy Act (FERPA):

1. A District employee or a parent of a student who is involved in an alleged incident documented by a recording and reported to the District;
2. Appropriate Department of Family and Protective Services (DFPS) personnel as part of an investigation of alleged abuse or neglect of a child;

3. A peace officer, school nurse, District administrator trained in de-escalation and restraint techniques, or human resource staff member in response to a report of an alleged incident or an investigation of an employee or a report of alleged abuse committed by a student; and
4. Appropriate Texas Education Agency or State Board for Educator Certification personnel or their agents as part of an investigation.

For purposes of this policy, the term “human resource staff member” shall include the Superintendent, a principal, an assistant principal or other campus administrator, and any supervisory position within the District’s human resources office. If an individual listed in items ~~2-42-4~~, above, believes that a recording shows a violation of District policy or campus procedures, the individual may allow access to the recording by appropriate legal and human resources personnel designated by the District for the purpose of determining whether a policy or procedure has been violated.

Any person who suspects that child abuse or neglect has occurred shall report this suspicion as required by law and District policy.  
[See FFG]

#### Reporting an Incident

A person alleging that an incident, as defined by law, has occurred in a classroom in which video surveillance is conducted shall file a report on the form provided by the District with the principal as soon as possible after the person suspects the alleged incident. If possible, an incident report form shall be filed within ~~48~~24 hours of the facts giving rise to the allegation. The principal shall promptly view, or direct an authorized individual to view, the video surveillance footage to identify the relevant portion of the recording. No later than ~~ten District business days~~10 District business days after the report is filed, the principal or designee shall respond by notifying the person whether the alleged incident was recorded in the District’s video surveillance footage and shall initiate other steps as required by law, District policy, or local procedures.

#### Complaints

Complaints related to video and audio recordings under this policy shall be filed in accordance with DGBA, FNG, or GF, as applicable. A complainant who is dissatisfied with the outcome of the District’s complaint process may appeal in writing to the commissioner of education in accordance with Education Code 7.057 and 19 Administrative Code 103.1303. A parent, staff member, or District administrator may request an expedited review in accordance with 19 Administrative Code 103.1303.

**Relation to Essential Knowledge and Skills**

The District shall establish instructional objectives that relate to the essential knowledge and skills for grade-level subjects or courses. These objectives shall address the skills needed for successful performance in the next grade or next course in a sequence of courses.

Assignments, tests, projects, classroom activities, and other instructional activities shall be designed so that each student's performance indicates the level of mastery of the designated District objectives.

**Guidelines for Grading**

The Superintendent or designee shall ensure that each campus or instructional level develops guidelines for teachers to follow in determining grades for students. These guidelines shall ensure that grading reflects a student's relative mastery of an assignment and that a sufficient number of grades are taken to support the grade average assigned. Guidelines for grading shall be clearly communicated to students and parents.

The District shall permit a student who meets the criteria detailed in the grading guidelines a reasonable opportunity to redo an assignment or retake a test for which the student received a failing grade.

**Progress Reporting**

The District shall issue grade reports/report cards every ~~six~~six weeks on a form approved by the Superintendent or designee. Performance shall be measured in accordance with this policy and the standards established in EIE.

Interim Reports

Interim progress reports shall be issued for all students after the ~~third~~third week of each grading period. Supplemental progress reports may be issued at the teacher's discretion.

Conferences

~~In addition to conferences scheduled on the campus calendar,~~Each year, the District shall provide at least two opportunities for in-person conferences between each parent and the student's teacher. Additional conferences may be requested by a teacher or parent as needed.

**Academic Dishonesty**

A student found to have engaged in academic dishonesty shall be subject to grade penalties on assignments or tests and disciplinary penalties in accordance with the Student Code of Conduct. Academic dishonesty includes cheating or copying the work of another student, plagiarism, the use of artificial intelligence to complete an assignment in part or in whole unless approved by the classroom teacher [see CQD], and unauthorized communication between students during an examination. The determination that a student has engaged in academic dishonesty shall be based on the judgment of the classroom teacher or another supervising professional employee, taking into consideration written materials, observation,

~~or~~ information from students, or the use of an artificial intelligence  
detection tool selected by the District.

PARENT RIGHTS AND RESPONSIBILITIES

FA  
(LOCAL)

**Parent Portal**

The District shall establish a parent portal on the District's website through which parents may submit comments to campus administrators, District administrators, and the Board.

The Superintendent shall develop administrative regulations related to the portal, including placement on the District or campus websites and how campus or District administrators are to address comments received from parents through the portal.

**Release from School**

A student shall not be released from school at times other than regular dismissal hours except with the permission of the principal of the school. The teacher shall determine that such permission has been granted before allowing the student to leave.

Exception for  
Released Time  
Course

For purposes of this policy, a “released time course” shall have the same definition as provided in law.

A student shall be permitted to attend a released time course in accordance with the following requirements:

1. The parent or guardian has provided written consent for the student to attend the released time course;
2. The private entity offering the released time course maintains attendance records and will make those records available to the District;
3. The private entity, parent or guardian, or student assumes responsibility for transportation, including transportation for a student with a disability, to and from the location at which the released course is offered;
4. The private entity assumes liability for the student enrolled in the released time course while the student is under the private entity’s care; and
5. The student is responsible for any school work and assignments issued during the student’s absence from the District.

The District shall be prohibited from using District funds, excluding de minimis costs, to facilitate the student attending a released time course.

A private entity shall be prohibited from offering the released time course on District property unless the use is in accordance with policy GKD.

The District shall not interfere with a parent’s or guardian’s ability to request or access a released time course for the student.

No employee shall give any student prescription medication, non-prescription medication, herbal substances, anabolic steroids, or dietary supplements of any type, except as authorized by this or other District policy.

**Medication Provided by Parent**

The Superintendent shall designate the employees who are authorized to administer medication that has been provided by a student's parent. An authorized employee is permitted to administer the following medication in accordance with administrative regulations:

1. Prescription medication in accordance with legal requirements.
2. Nonprescription medication, ~~upon a parent's written request, when properly labeled and in the original container~~ in accordance with legal requirements.
3. Herbal substances or dietary supplements provided by the parent and only if required by the individualized education program or Section 504 plan for a student with disabilities.

**Medication Provided by District**

Except as required by law and provided by this policy, the District shall not purchase medication to administer to a student.

*Athletic Program*

The District shall purchase nonprescription medication that may be used to prevent or treat illness or injury in the District's athletic program. Only a licensed athletic trainer or a physician licensed to practice medicine in the state of Texas may administer this medication and may do so only if:

1. The District has prior written consent for medication to be administered [see Medical Treatment, below]; and
2. The administration of a medication by an athletic trainer is in accordance with a standing order or procedures approved by a physician licensed to practice medicine in the state of Texas.

*Epinephrine*

The District authorizes school personnel who have agreed in writing and been adequately trained to administer an unassigned epinephrine **delivery system, such as an auto-injector or nasal spray**, in accordance with law and this policy. Administration of epinephrine shall only be permitted when an authorized and trained individual reasonably believes a person is experiencing anaphylaxis.

*On Campus*

Authorized and trained individuals may administer an unassigned epinephrine **auto-injector delivery system** at any time to a person experiencing anaphylaxis on a school campus.

The District shall ensure that at each campus a sufficient number of authorized individuals are trained to administer epinephrine so that at least one trained individual is present on campus during all hours the campus is open. In accordance with state rules, the campus shall be considered open for this purpose during regular on-campus school hours and whenever school personnel are physically on site for school-sponsored activities.

*Maintenance,  
Availability, and  
Training*

The Superintendent shall develop administrative regulations designating a coordinator to manage policy implementation and addressing annual training of authorized individuals in accordance with law; procedures for ~~auto-injector~~ **delivery system** use; and acquisition or purchase, maintenance, expiration, disposal, and availability of unassigned epinephrine ~~auto-injectors~~.

*Notice to Parents*

In accordance with law, the District shall provide notice of the policy to parents regarding the epinephrine program, including notice of any change to or discontinuation of this program.

Opioid Antagonist

This provision shall be applicable to every campus.

*On Campus*

The District authorizes school personnel who have been adequately trained to administer an opioid antagonist in accordance with law and this policy. Administration of an opioid antagonist shall only be permitted when an authorized and trained individual reasonably believes a person is experiencing an opioid-related overdose.

Each applicable campus shall have at least one individual who is authorized and trained to administer an opioid antagonist present during regular school hours.

*Maintenance,  
Availability,  
Training, and  
Reporting*

Each applicable campus shall have at least two unused, unexpired opioid antagonist doses available.

All opioid antagonists shall be stored in a secure location and shall be easily accessible by individuals who are authorized and trained to administer an opioid antagonist.

The Superintendent shall develop administrative regulations addressing acquisition, maintenance, expiration, and disposal of opioid antagonists in the District, as well as reporting, employee training, and emergency notification requirements.

**Psychotropics**

Except as permitted by law, an employee shall not:

1. Recommend to a student or a parent that the student use a psychotropic drug;
2. Suggest a particular diagnosis; or

3. Exclude the student from a class or a school-related activity because of the parent's refusal to consent to psychiatric evaluation or examination or treatment of the student.

**Medical Treatment**

A student's parent, legal guardian, or other person having lawful control shall annually complete and sign a form that provides emergency information and addresses authorization regarding medical treatment. A student who has reached age 18 shall be permitted to complete this form.

The District shall seek appropriate emergency care for a student as required or deemed necessary.

**Threat Assessment  
and Safe and  
Supportive Team**

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

Training

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

Student Reports

Each campus shall establish a clear procedure for a student to report concerning behavior exhibited by another student for assessment by the team or other appropriate District employee.

Employee  
Confidentiality

A District employee who reports a potential threat may elect for the employee's identity to remain confidential and not be subject to disclosure under the state's public information law. The employee's identity shall only be revealed when necessary for the team, the District, or law enforcement to investigate the reported threat.

The District shall maintain a record of the identity of a District employee who elects for the employee's identity to remain confidential.

Notification to  
Teaching Staff of  
Threat

As soon as safe and practicable after an administrator or team receives information regarding a threat against a campus, including a threat made through social media, the appropriate administrator or the team shall immediately provide to each member of the teaching staff, including teacher aides, who may be directly affected by the threat a statement containing the following information:

1. The existence of the threat;
2. The nature of the threat; and
3. Any other pertinent detail to ensure student and staff safety.

The Superintendent shall develop administrative regulations to ensure that the required notice is provided to the teaching staff in accordance with law. The administrative regulations may also address notification of other appropriate employees on the affected campus.

Imminent Threats or  
Emergencies

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

Threat Assessment  
Process

The District shall develop procedures as recommended by the Texas School Safety Center. In accordance with those procedures,

the threat assessment and safe and supportive team shall conduct threat assessments using a process that includes:

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

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

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

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

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

As appropriate, the team may refer a student:

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

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

STUDENT WELFARE  
CRISIS INTERVENTION

FFB  
(LOCAL)

Guidance to School  
Community

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

Reports

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

---

**Note:** See policies DHB and DHC for information on other required reports regarding alleged misconduct against a student.

---

The District shall notify a parent of a student with whom ~~an educa-~~  
~~tor~~ a District employee or a person acting as a service provider for  
the District is alleged to have engaged in misconduct, informing the  
parent:

1. As soon as feasible that the alleged misconduct may have occurred;
2. Whether the ~~educator~~ individual was terminated following an investigation of the alleged misconduct or resigned before completion of the investigation; and
3. Whether a report was submitted to the Texas Education Agency or State Board for Educator Certification (~~SBEC~~) concerning the alleged misconduct.

For purposes of this policy, misconduct is defined as an ~~educa-~~  
~~tor's~~ individual's alleged abuse or commission of an otherwise un-  
lawful act with ~~the~~ student or involvement in a romantic relation-  
ship, or soliciting or engaging in sexual contact with ~~the~~ student.

#### Notice of Suspected Criminal Offense

Except as provided by state law regarding child abuse investiga-  
tions, the District shall notify a parent not later than one business  
day after the date an employee first suspects that a criminal of-  
fense has been committed against the parent's child.

[See also FFG for reporting requirements related to child abuse  
and FFH for parental notification requirements regarding prohibited  
conduct as defined by that policy.]

**Program to Address  
Child Sexual Abuse,  
Trafficking, and  
Maltreatment**

The District's program to address child sexual abuse, trafficking, and other maltreatment of children, as included in the District improvement plan and the student handbook, shall include:

1. Methods for increasing staff, student, and parent awareness regarding these issues, including prevention techniques and knowledge of likely warning signs indicating that a child may be a victim;
2. Age-appropriate, research-based antivictimization programs for students;
3. Actions that a child who is a victim should take to obtain assistance and intervention; and
4. Available counseling options for affected students.

Training

The District shall provide training to employees as required by law and District policy. Training shall address techniques to prevent and recognize sexual abuse, trafficking, and all other maltreatment of children, including children with significant cognitive disabilities. [See DMA]

[See BBD for Board member training requirements and BJCB for Superintendent continuing education requirements.]

**Reporting Child  
Abuse and Neglect**

Any person who has reasonable cause to believe that a child's physical or mental health or welfare has been adversely affected by abuse or neglect has a legal responsibility, under state law, to immediately report the suspected abuse or neglect to an appropriate authority.

As defined in state law, child abuse and neglect include both sex and labor trafficking of a child.

The following individuals have an additional legal obligation to submit a written or oral report within 4824 hours of learning of the facts giving rise to the suspicion of abuse or neglect:

1. Any District employee, agent, or contractor who suspects a child's physical or mental health or welfare has been adversely affected by abuse or neglect.
2. A professional who has reasonable cause to believe that a child has been or may be abused or neglected or may have been a victim of indecency with a child. A professional is anyone licensed or certified by the state who has direct contact with children in the normal course of duties for which the individual is licensed or certified.

A person is required to make a report if the person has reasonable cause to believe that an adult was a victim of abuse or neglect as a

child and the person determines in good faith that disclosure of the information is necessary to protect the health and safety of another child or an elderly or disabled person.

[For parental notification requirements regarding an allegation of ~~educator~~ misconduct with a student, see FFF.]

Oral Reports

As required by law, an oral report made to the Texas Department of Family and Protective Services (DFPS) is recorded.

**Restrictions on Reporting**

In accordance with law, an employee is prohibited from using or threatening to use a parent's refusal to consent to administration of a psychotropic drug or to any other psychiatric or psychological testing or treatment of a child as the sole basis for making a report of neglect, unless the employee has cause to believe that the refusal:

1. Presents a substantial risk of death, disfigurement, or bodily injury to the child; or
2. Has resulted in an observable and material impairment to the growth, development, or functioning of the child.

**Making a Report**

Reports may be made to any of the following:

1. A ~~state or local~~ law enforcement agency, [as defined in law](#);
2. The Child Protective Services (CPS) division of DFPS at 800-252-5400 or the [Texas Abuse Hotline website](#)<sup>1</sup>;
3. A local CPS office; or
4. If applicable, the state agency operating, licensing, certifying, or registering the facility in which the suspected abuse or neglect occurred.

However, if the suspected abuse or neglect involves a person responsible for the care, custody, or welfare of the child, the report must be made to DFPS, unless the report is to the state agency that operates, licenses, certifies, or registers the facility where the suspected abuse or neglect took place; or the report is to the Texas Juvenile Justice Department as a report of suspected abuse or neglect in a juvenile justice program or facility. As defined by law, a person responsible for the care, custody, or welfare of a child includes school personnel and volunteers and day-care workers. [See FFG(LEGAL)]

An individual does not fulfill his or her responsibilities under the law by only reporting suspicion of abuse or neglect to a campus principal, school counselor, or another District staff member. Furthermore, the District is prohibited from requiring an employee to first report his or her suspicion to a District or campus administrator.

In accordance with law, an individual must provide their name and telephone number when making a report. If the individual making the report is a school employee, agent, or contractor, they must also provide their business address and profession.

**Confidentiality**

The identity of a person making a report of suspected child abuse or neglect shall be kept confidential and disclosed only in accordance with the law and the rules of the investigating agency.

**Immunity**

A person who in good faith reports or assists in the investigation of a report of child abuse or neglect is immune from civil or criminal liability.

**Failing to Report  
Suspected Child  
Abuse or Neglect**

By failing to report suspicion of child abuse or neglect, an employee:

1. May be placing a child at risk of continued abuse or neglect;
2. Violates the law and may be subject to legal penalties, including criminal sanctions for knowingly failing to make a required report;
3. Violates Board policy and may be subject to disciplinary action, including possible termination of employment; and
4. May have his or her certification from the State Board for Educator Certification suspended, revoked, or canceled in accordance with 19 Administrative Code Chapter 249.

It is a criminal offense to coerce someone into suppressing or failing to report child abuse or neglect.

**Responsibilities  
Regarding  
Investigations**

In accordance with law, District officials shall be prohibited from:

1. Denying an investigator's request to interview a child at school in connection with an investigation of child abuse or neglect;
2. Requiring that a parent or school employee be present during the interview; or
3. Coercing someone into suppressing or failing to report child abuse or neglect.

District personnel shall cooperate fully and without parental consent, if necessary, with an investigation of reported child abuse or neglect. [See GKA]

---

<sup>1</sup> Texas Abuse Hotline website: <http://www.txabusehotline.org>

## Complaints

In this policy, the terms “complaint” and “grievance” shall have the same meaning.

### Other Complaint Processes

Student or parent complaints shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with FNG after the relevant complaint process **has been followed**:

1. Complaints alleging discrimination or harassment based on race, color, religion, sex, gender, national origin, age, or disability shall be submitted in accordance with ~~the FFH-series~~.
2. Complaints concerning dating violence shall be submitted in accordance with ~~the FFH-series~~.
3. Complaints concerning retaliation related to discrimination and harassment shall be submitted in accordance with ~~the FFH-series~~.
4. Complaints concerning bullying or retaliation related to bullying shall be submitted in accordance with FFI.
5. Complaints concerning failure to award credit or a final grade on the basis of attendance shall be submitted in accordance with FEC.
6. Complaints concerning expulsion shall be submitted in accordance with FOD and the Student Code of Conduct.
7. Complaints concerning any final decisions of the gifted and talented selection committee regarding selection for or exit from the gifted program shall be submitted in accordance with EHBB.
8. Complaints within the scope of Section 504, including complaints concerning identification, evaluation, or educational placement of a student with a disability, shall be submitted in accordance with FB and the procedural safeguards handbook.
9. Complaints within the scope of the Individuals with Disabilities Education Act, including complaints concerning identification, evaluation, educational placement, or discipline of a student with a disability, shall be submitted in accordance with EHBAE, FOF, and the procedural safeguards handbook provided to parents of all students referred to special education.
10. Complaints concerning instructional resources shall be submitted in accordance with the EF series.

11. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with the CKE series.
12. Complaints concerning intradistrict transfers or campus assignment shall be submitted in accordance with FDB.
13. Complaints concerning admission, placement, or services provided for a homeless student shall be submitted in accordance with FDC.
14. Complaints concerning disputes regarding a student's eligibility for free or reduced-priced meal programs shall be submitted in accordance with COB.

Complaints regarding refusal of entry to or ejection from District property based on Education Code 37.105 shall be filed in accordance with this policy. However, the timelines shall be adjusted as necessary to permit the complainant to address the Board in person within 90 calendar days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See GKA(LEGAL)]

#### Notice to Students and Parents

The District shall inform students and parents of this policy through appropriate District publications [and on the District's website](#).

#### Guiding Principles Informal Process

The Board encourages students and parents to discuss their concerns with the appropriate teacher, principal, or other [appropriate campus or District](#) administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

#### Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except Filing Deadlines

If a student or parent has engaged in the informal process in an attempt to resolve the complaint with the District and has not reached a resolution during the process, the student or parent shall have the later of:

After Informal Process

- Ninety calendar days to file a complaint from the date the student or parent first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint; or
- Thirty calendar days to file a complaint from the date on which the District provided information to the student or parent regarding how to file a grievance.

[See Formal Process, below]

No Prior Informal Process

If the student or parent has not engaged in the informal process, the student or parent shall have no more than 60 calendar days from the date the student or parent first knew, or with reasonable

diligence should have known, of the decision or action giving rise to the complaint or grievance to file a complaint using the appropriate forms.

**Deadline Extensions**

All deadlines shall be strictly followed unless otherwise required by law or modified by mutual written consent.

**Formal Process**

A student or parent may initiate the formal process described below by timely filing a written complaint form.

~~Even after initiating the formal complaint process, students and parents are encouraged to seek informal resolution of their concerns. A student or parent whose concerns are resolved may withdraw a formal complaint at any time.~~

The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or “mini-trial” at any level.

The complaint form shall be filed with the lowest level administrator who has the authority to remedy the alleged problem. In most circumstances, students and parents shall file Level One complaints with the campus principal for any complaint on a matter related to a campus. For a complaint that arises on a matter that is unrelated to a campus, the complaint shall be filed with the appropriate District-level administrator.

If the subject matter of the complaint requires a Board decision, is a complaint about a Board member, or is a complaint about the Superintendent, the complaint shall be initiated at the Board level. A preliminary hearing to develop a record or recommendation for the Board may be conducted by an appropriate administrator.

A Board member shall be permitted to file a complaint under this policy, but, if the complaint is considered by the Board or Board committee, the Board member shall be prohibited from voting on the Board’s or Board committee’s decision.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

**Option to Continue Informal Process**

Even after initiating the formal complaint process, the complainant is encouraged to seek informal resolution of their concerns. A complainant whose concerns are resolved may withdraw a formal complaint at any time.

Notice of Complaint	A District employee against whom a complaint has been filed shall be provided notice of the complaint in accordance with administrative regulations. The employee shall have sufficient opportunity to submit a written response to the complaint that shall be included in the record of the complaint.
Freedom from Retaliation	Neither the Board nor any District employee shall unlawfully retaliate against any student or parent for bringing a concern or complaint.
General Provisions Filing	Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, <del>including email and fax,</del> or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are post-marked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three <b>business</b> days after the deadline.
Scheduling <del>Conferences</del> Hearings	The District shall make reasonable attempts to schedule <del>conferences</del> hearings at a mutually agreeable time. If a <del>student or parent complainant</del> fails to appear at a scheduled <del>conference</del> hearing, the District may hold the <del>conference</del> hearing and issue a decision in the <del>student's or parent's</del> complainant's absence.
<del>Response</del> <del>At Levels One and Two,</del> <del>"response"</del> Decision	<p>A "decision" shall mean a written communication to the <del>student or parent</del>complainant from the appropriate administrator. <del>Responses may be hand-delivered, sent by electronic communication to the student's or parent's email address of record, or sent by U.S. Mail to the student's or parent's mailing address of record. Mailed responses</del> that provides an explanation of the basis of the decision, an indication of each document that supports the decision, and any relief or redress to be provided. A decision shall be issued on the merits of the concern raised in the complaint notwithstanding any procedural errors or the type of relief or redress requested.</p> <p>The decision shall also include information regarding the filing of an appeal in accordance with this policy. After a hearing at Level Three, the decision shall include information on submitting an appeal to the commissioner.</p> <p>A decision may be hand-delivered, sent by electronic communication to the complainant's email address of record, or sent by U.S. Mail to the complainant's mailing address of record. Mailed decisions shall be timely if they are postmarked by U.S. Mail on or before the deadline.</p>

Days	<p><del>“Days” shall mean District business days, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is “day zero.” The following business day is “day one.”</del></p>
Representative	<p>“Representative” shall mean any person who or organization that is designated by the <del>student or parent</del>complainant to represent the <del>student or parent</del>complainant in the complaint process. A student may be represented by an adult at any level of the complaint.</p> <p>The <del>student or parent</del>complainant may designate a representative through written notice to the District at any level of this process. <del>If the student or parent</del>The representative may participate in person or by telephone conference call. If the complainant designates a representative with fewer than three business days’ notice to the District before a scheduled <del>conference or</del>hearing, the District may reschedule the <del>conference or</del>hearing to a later date, if desired, in order to include the District’s counsel. The District may be represented by counsel at any level of the process.</p>
Consolidating Complaints	<p><del>Complaints arising out of an event or a series of related events shall be addressed in one complaint. A student or parent shall not file</del>To promote efficiency in addressing complaints, the appropriate administrator shall determine if separate or serial complaints arising from <del>any</del>an event or series of <del>events that have been or could have been addressed in a previous complaint.</del></p>
Untimely Filings	<p><del>All time limits shall be strictly followed unless modified by mutual written consent.</del></p> <p><del>If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the student or parent, at any point during the complaint process. The student or parent may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness</del>related events shall be consolidated.</p>
Costs Incurred	<p>Each party shall pay its own costs incurred in the course of the complaint.</p>
Complaint and Appeal Forms	<p>Complaints and appeals under this policy shall be submitted <del>in writing</del>on a form provided by the District.</p> <p>Copies of any documents that support the complaint should be <del>attached to</del>included with the complaint form. If the <del>student or parent</del>complainant does not have copies of these documents, copies may be presented at the Level One <del>conference</del>hearing. After the Level One <del>conference</del>, <del>no new documents may be submitted by the student or parent unless the student or parent did not know the docu-</del></p>

	<p><del>ments existed before the Level One conference</del>hearing, the complainant may supplement the record with additional documents or include additional claims.</p>
Record	<p>A record of each complaint hearing shall be created and retained in accordance with this policy. The record shall include documents submitted by the complainant, documents determined relevant by District personnel, and the decision.</p>
Remand	<p>A complaint or appeal form that is incomplete in any material aspect <del>may</del>shall be <del>dismissed but may be refiled with all the required information if the refiling is within the designated time for filing.</del>re-filed, if at Level One, and remanded at all other levels in order to develop an adequate record of the complaint.</p> <p>If an adequate record has not been developed, the appropriate administrator may remand the complaint to a lower level. The Board or Board committee may remand a complaint to a lower level if at the Board level of review an adequate record has not been developed.</p>
Assignment of Hearing Officer	<p>When a District employee is the subject of a complaint, the hearing shall be conducted by an administrator who is in a supervisory or higher organizational role. The District employee who is the subject of the complaint shall recuse themselves from reviewing the complaint at any level in the process.</p>
Level One	<p><del>Complaint forms must be filed:</del></p> <ol style="list-style-type: none"><li><del>1. Within 15 days of the date the student or parent first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and</del></li><li><del>2. With the lowest level administrator who has the authority to remedy the alleged problem.</del></li></ol> <p><del>In most circumstances, students and parents shall file Level One complaints with the campus principal.</del></p> <p><del>If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.</del></p> <p><del>If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.</del></p> <p><del>The appropriate administrator shall investigate as necessary and schedule a conference with the student or parent within ten days</del></p>

~~Absent extenuating circumstances, the administrator shall provide the student or parent a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator~~  
**Complaint Levels**  
**Level One**  
**Level Two**  
**Investigation**

~~after receipt of the written complaint. The administrator may set reasonable time limits for the conference.~~

The District may conduct an investigation at any level in the complaint process. If the District and the complainant mutually agree, all deadlines shall be suspended during an investigation.

At Level One, the appropriate hearing officer shall hold a hearing with the complainant within 10 calendar days after receipt of the written complaint. The hearing officer may set reasonable time limits for the hearing.

The hearing officer shall provide the complainant a decision within 20 calendar days following the hearing. In reaching a decision, the hearing officer may consider information provided with the complaint form and any other relevant documents or information the hearing officer believes will help resolve the complaint.

If the ~~student or parent~~ complainant did not receive the relief requested at Level One or if the time for a ~~response~~ decision has expired, the ~~student or parent~~ complainant may request a ~~conference with the Superintendent or designee~~ hearing at Level Two to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ~~ten~~ 20 calendar days of the date of the ~~written~~ Level One ~~response~~ decision or, if no ~~response was received,~~ ~~within ten~~ decision has been communicated to the complainant, within 20 calendar days of the Level One ~~response~~ decision deadline.

After receiving notice of the appeal, the Level One ~~administrator~~ hearing officer shall prepare and forward a record of the Level One complaint to the Level Two ~~administrator~~. ~~The student or parent may request~~ hearing officer and provide a copy of the Level One record to the complainant.

The Level One record shall include:

1. The original complaint form and any attachments.
2. ~~All~~ Any other documents submitted by the ~~student or parent~~ complainant at Level One.
3. ~~The~~ If the complaint is against a District employee, the written response of the District employee, if any.
- ~~3.4.~~ 4. The decision issued at Level One and any attachments.
- ~~4.5.~~ 5. All other documents relied upon by the Level One ~~administra-~~ tor hearing officer in reaching the Level One decision.

The ~~Superintendent or designee shall schedule a conference within ten~~ hearing officer shall hold a hearing within 10 calendar days after the appeal notice is filed. The ~~conference shall be limited to the issues and documents considered at Level One. At the conference, the student or parent may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Superintendent or designee may set reasonable time limits for the conference~~ hearing officer may set reasonable time limits for the hearing.

The ~~Superintendent or designee~~ hearing officer shall provide the ~~student or parent a written response within ten~~ complainant a decision within 20 calendar days following the ~~conference~~ hearing. The ~~written response shall set forth the basis of the decision~~ hearing. In reaching a decision, the ~~Superintendent or designee~~ hearing officer may consider the Level One record, any additional information provided at prior to the Level Two ~~conference~~ hearing, and any other relevant documents or information the ~~Superintendent or designee~~ hearing officer believes will help resolve the complaint.

Recordings of the Level One and Level Two ~~conferences~~ hearings, if any, shall be maintained with the Level One and Level Two records.

### Level Three

If the ~~student or parent~~ complainant did not receive the relief requested at Level Two or if the time for a ~~response~~ decision has expired, the ~~student or parent~~ complainant may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within ~~ten~~ 20 calendar days of the date of the ~~written~~ Level Two ~~response~~ decision or, if no ~~response was received~~, ~~within ten~~ decision has been communicated to the complainant, within 20 calendar days of the Level Two ~~response~~ decision deadline.

~~The Superintendent or designee shall inform the student or parent of the date, time, and place of the Board~~ Unless the Board delegates a committee in accordance with law, the Board shall hear the appeal of the Level Two decision.

After receiving notice of the appeal, the Board or Board committee shall hold a meeting to discuss the complaint no later than 60 calendar days after the date on which the Level Two decision was made.

The Superintendent shall inform the complainant whether the Board or a Board committee will hear the appeal and of the date,

time, and place of the meeting at which the complaint will be on the agenda for presentation to the Board or Board committee.

~~The Superintendent or designee shall provide the Board the record of the Level Two appeal. The student or parent~~At least five business days before the Board or Board committee meeting, the Superintendent shall provide the complainant a description of any information the Board intends to rely on that is not contained in the record created at the previous hearing levels, including any preliminary hearing.

The Superintendent shall provide the Board the record of the Level Two appeal. The complainant may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. ~~The written response~~Any other documents submitted by the complainant at Level Two.
- ~~3.4.~~ 4. The decision issued at Level Two and any attachments.
- ~~4.5.~~ 5. All other documents relied upon by the administration in reaching the Level Two decision.

~~The appeal shall be limited to the issues and documents considered at Level Two, except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the student or parent notice of the nature of the evidence at least three days before the hearing.~~

~~The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]~~

~~The~~complainant may request that the complaint be heard in open or closed meeting. The District shall honor that request unless the Texas Open Meetings Act or other applicable law requires otherwise. [See BE]

At the meeting, the presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the ~~student or parent~~complainant and administration to each make a presentation and provide rebuttal and an opportunity for questioning by ~~the Board.~~The Board shall hear the complaint and may re-

~~quest that the administration provide an explanation for the decisions at the preceding levels.~~ members.

In addition to any other record of the ~~Board~~ meeting required by law, the Board ~~or Board committee~~ shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the ~~student complainant~~ or ~~parent or the student's~~ the complainant's representative, any presentation from the administration, and questions from ~~the~~ Board members with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board ~~or Board committee~~ shall then consider the complaint. It ~~may give notice of its~~ shall make a decision ~~orally or in writing at any time up to and including the next regularly scheduled Board meeting.~~ If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at ~~Level Two~~ no later than 30 calendar days after the date of the Board or Board committee meeting at which the complaint was presented. The complainant shall be provided a decision in accordance with this policy and state law.

**Student Code of Conduct**

The District's rules of discipline are maintained in the Board-adopted Student Code of Conduct and are established to support an environment conducive to teaching and learning.

Rules of conduct and discipline shall not have the effect of discriminating on the basis of gender, race, color, disability, religion, ethnicity, or national origin.

At the beginning of the school year and throughout the school year as necessary, the Student Code of Conduct shall be:

1. Posted and prominently displayed at each campus or made available for review in the principal's office, as required by law; and
2. Made available on the District's website and/or as a hard copy to students, parents, teachers, administrators, and others on request.

Revisions

Revisions to the Student Code of Conduct approved by the Board during the year shall be made available promptly to students and parents, teachers, administrators, and others.

**Extracurricular Standards of Behavior**

With the approval of the principal and Superintendent, sponsors and coaches of extracurricular activities may develop and enforce standards of behavior that are higher than the District-developed Student Code of Conduct and may condition membership or participation in the activity on adherence to those standards. Extracurricular standards of behavior may take into consideration conduct that occurs at any time, on or off school property.

A student shall be informed of any extracurricular behavior standards at the beginning of each school year or when the student first begins participation in the activity. A student and his or her parent shall sign and return to the sponsor or coach a statement that they have read the extracurricular behavior standards and consent to them as a condition of participation in the activity.

Standards of behavior for an extracurricular activity are independent of the Student Code of Conduct. Violations of these standards of behavior that are also violations of the Student Code of Conduct may result in independent disciplinary actions.

A student may be removed from participation in extracurricular activities or may be excluded from school honors for violation of extracurricular standards of behavior for an activity or for violation of the Student Code of Conduct.

**“Parent” Defined**

Throughout the Student Code of Conduct and discipline policies, the term “parent” includes a parent, legal guardian, or other person having lawful control of the child.

**General Discipline Guidelines**

A District employee shall adhere to the following general guidelines when imposing discipline:

1. A student shall be disciplined when necessary to improve the student’s behavior, to maintain order, or to protect other students, school employees, or property.
2. A student shall be treated fairly and equitably. Discipline shall be based on an assessment of the circumstances of each case. Factors to consider shall include:
  - a. The seriousness of the offense;
  - b. The student’s age;
  - c. The frequency of misconduct;
  - d. The student’s attitude;
  - e. The potential effect of the misconduct on the school environment;
  - f. Requirements of Chapter 37 of the Education Code; and
  - g. The Student Code of Conduct adopted by the Board.
3. Before a student under 18 is assigned to detention outside regular school hours, notice shall be given to the student’s parent to inform him or her of the reason for the detention and permit arrangements for necessary transportation.

**Corporal Punishment**

Corporal punishment may be used as a discipline management technique in accordance with this policy and the Student Code of Conduct.

Corporal punishment shall not be administered to a student whose parent has submitted to the principal a signed statement for the current school year prohibiting the use of corporal punishment with his or her child. The parent may reinstate permission to use corporal punishment at any time during the school year by submitting a signed statement to the principal.

Guidelines

Corporal punishment shall be limited to spanking or paddling the student and shall be administered in accordance with the following guidelines:

1. The student shall be told the reason corporal punishment is being administered.

2. Corporal punishment shall be administered only by the principal or designee.
3. Corporal punishment shall be administered only by an employee who is the same sex as the student.
4. The instrument to be used in administering corporal punishment shall be approved by the principal.
5. Corporal punishment shall be administered in the presence of one other District professional employee and in a designated place out of view of other students.

Disciplinary  
Records

The disciplinary record reflecting the use of corporal punishment shall include any related disciplinary actions, the corporal punishment administered, the name of the person administering the punishment, the name of the witness present, and the date and time of punishment.

**Physical Restraint**

**Note:** A District employee may restrain a student with a disability who receives special education services only in accordance with law. [See FOF(LEGAL)]

Within the scope of an employee's duties, a District employee may physically restrain a student if the employee reasonably believes restraint is necessary in order to:

1. Protect a person, including the person using physical restraint, from physical injury.
2. Obtain possession of a weapon or other dangerous object.
3. Protect property from serious damage.
4. Remove a student refusing a lawful command of a school employee from a specific location, including a classroom or other school property, in order to restore order or to impose disciplinary measures.

**Video and Audio  
Monitoring**

Video and audio recording equipment ~~shall~~may be used for safety purposes to monitor student behavior on District property.

~~The~~When video and audio recording equipment is in use, the District shall post signs notifying students and parents about the District's use of video and audio recording equipment. Students shall not be notified when the equipment is turned on.

Use of Recordings

The principal shall review recordings as needed, and evidence of student misconduct shall be documented. A student found to be in

STUDENT DISCIPLINE

FO  
(LOCAL)

violation of the District's Student Code of Conduct shall be subject to appropriate discipline.

Access to  
Recordings

Recordings shall remain in the custody of the campus principal and shall be maintained as required by law. A parent or student who wishes to view a recording in response to disciplinary action taken against the student may request such access under the procedures set out by law. [See FL(LEGAL)]

## Complaints

In this policy, the terms “complaint” and “grievance” shall have the same meaning.

### Other Complaint Processes

Complaints by members of the public shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with GF after the relevant complaint process:

1. Complaints concerning instructional resources shall be ~~filed-~~ **submitted** in accordance with the EF series.
2. Complaints concerning a commissioned peace officer who is an employee of the District shall be ~~filed~~ **submitted** in accordance with the CKE series.

Complaints regarding refusal of entry to or ejection from District property based on Education Code 37.105 shall be filed in accordance with this policy. However, the timelines shall be adjusted as necessary to permit the complainant to address the Board in person within 90 calendar days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See GKA(LEGAL)]

## ~~Guiding Principles~~ Informal Process

The Board encourages the public to discuss concerns with an appropriate administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.

## Filing Deadlines

If a member of the public has engaged in the informal process in an attempt to resolve the complaint with the District and has not reached a resolution during the process, the individual must file a complaint within 15 business days of the date the individual first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance.

## Deadline Extensions

All deadlines shall be strictly followed unless otherwise required by law or modified by mutual written consent.

## Formal Process

An individual may initiate the formal process described below by timely filing a written complaint form.

~~Even after initiating the formal complaint process, individuals are encouraged to seek informal resolution of their concerns. An individual whose concerns are resolved may withdraw a formal complaint at any time.~~

~~The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or “mini-trial” at any~~

~~level.~~ The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or “mini-trial” at any level.

The complaint form shall be filed with the lowest level administrator who has the authority to remedy the alleged problem. In most circumstances, the individual shall file a Level One complaint with the campus principal for any complaint on a matter related to a campus. For a complaint that arises on a matter that is unrelated to a campus, the complaint shall be filed with the appropriate District-level administrator.

If the subject matter of the complaint requires a Board decision, is a complaint about a Board member, or is a complaint about the Superintendent, the complaint shall be initiated at the Board level. A preliminary hearing to develop a record or recommendation for the Board may be conducted by an appropriate administrator.

A Board member shall be permitted to file a complaint under this policy, but, if the complaint is considered by the Board or Board committee, the Board member shall be prohibited from voting on the Board’s or Board committee’s decision.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

Option to Continue Informal Process

Even after initiating the formal complaint process, the complainant is encouraged to seek informal resolution of their concerns. A complainant whose concerns are resolved may withdraw a formal complaint at any time.

Notice of Complaint

A District employee against whom a complaint has been filed shall be provided notice of the complaint in accordance with administrative regulations. The employee shall have sufficient opportunity to submit a written response to the complaint that shall be included in the record of the complaint.

**Freedom from Retaliation**

Neither the Board nor any District employee shall unlawfully retaliate against any individual for bringing a concern or complaint.

**General Provisions**

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, ~~including email and fax,~~ or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic

communication. Mail filings shall be timely filed if they are post-marked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three **business** days after the deadline.

Scheduling  
~~Conferences~~Hearin  
gs

The District shall make reasonable attempts to schedule ~~confer-  
ences~~hearings at a mutually agreeable time. If the ~~individual~~com-  
plainant fails to appear at a scheduled ~~conference~~hearing, the Dis-  
trict may hold the ~~conference~~hearing and issue a decision in the  
~~individual's~~complainant's absence.

Response  
At Levels One and  
Two,  
"response"Decision

A "decision" shall mean a written communication to the ~~individual-  
complainant~~ from the appropriate administrator. ~~Responses may  
be hand-delivered, sent by electronic communication to the individ-  
ual's email address of record, or sent by U.S. Mail to the individ-  
ual's mailing address of record. Mailed responses that provides an~~  
explanation of the basis of the decision, an indication of each docu-  
ment that supports the decision, and any relief or redress to be  
provided. A decision shall be issued on the merits of the concern  
raised in the complaint notwithstanding any procedural errors or  
the type of relief or redress requested.

The decision shall also include information regarding the filing of  
an appeal in accordance with this policy. After a hearing at Level  
Three, the decision shall include information on submitting an ap-  
peal to the commissioner.

A decision may be hand-delivered, sent by electronic communica-  
tion to the complainant's email address of record, or sent by U.S.  
Mail to the complainant's mailing address of record. Mailed deci-  
sions shall be timely if they are postmarked by U.S. Mail on or be-  
fore the deadline.

Days

~~"Days" shall mean District business days, unless otherwise noted.  
In calculating timelines under this policy, the day a document is  
filed is "day zero." The following business day is "day one."~~

Representative

"Representative" shall mean any person who or organization that is  
designated by ~~an individual~~a complainant to represent the ~~individu-  
al~~complainant in the complaint process.

The ~~individual~~complainant may designate a representative through  
written notice to the District at any level of this process. ~~If the indi-  
vidual~~The representative may participate in person or by telephone  
conference call. If the complainant designates a representative  
with fewer than three **business** days' notice to the District before a  
scheduled ~~conference or~~hearing, the District may reschedule the  
~~conference or~~hearing to a later date, if desired, in order to include  
the District's counsel. The District may be represented by counsel  
at any level of the process.

Consolidating Complaints	<p><del>Complaints arising out of an event or a series of related events shall be addressed in one complaint. An individual shall not file</del>To promote efficiency in addressing complaints, the appropriate administrator shall determine if separate or serial complaints arising from <del>any</del>an event or series of <del>events that have been or could have been addressed in a previous complaint.</del></p>
Untimely Filings	<p><del>All time limits shall be strictly followed unless modified by mutual written consent.</del></p> <p><del>If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the individual, at any point during the complaint process. The individual may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness</del>related events shall be consolidated.</p>
Costs Incurred	<p>Each party shall pay its own costs incurred in the course of the complaint.</p>
Complaint and Appeal Forms	<p>Complaints and appeals under this policy shall be submitted <del>in writing</del> on a form provided by the District.</p> <p>Copies of any documents that support the complaint should be <del>attached to</del>included with the complaint form. If the <del>individual</del>complainant does not have copies of these documents, <del>they</del>copies may be presented at the Level One <del>conference</del>hearing. After the Level One <del>conference</del>, <del>no new documents may be submitted by the individual unless the individual did not know the documents existed before the Level One conference</del>hearing, the complainant may supplement the record with additional documents or include additional claims.</p>
Record	<p>A record of each complaint hearing shall be created and retained in accordance with this policy. The record shall include documents submitted by the complainant, documents determined relevant by District personnel, and the decision.</p>
Remand	<p>A complaint or appeal form that is incomplete in any material aspect <del>may</del>shall be <del>dismissed but may be refiled with all the required information if the refile is within the designated time for filing</del>re-filed, if at Level One, and remanded at all other levels in order to develop an adequate record of the complaint.</p> <p>If an adequate record has not been developed, the appropriate administrator may remand the complaint to a lower level. The Board or Board committee may remand a complaint to a lower level if at the Board level of review an adequate record has not been developed.</p>

### Assignment of Hearing Officer

When a District employee is the subject of a complaint, the hearing shall be conducted by an administrator who is in a supervisory or higher organizational role. The District employee who is the subject of the complaint shall recuse themselves from reviewing the complaint at any level in the process.

### Level One

Complaint forms must be filed:

- ~~3. Within 15 days of the date the individual first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and~~
- ~~4. With the lowest level administrator who has the authority to remedy the alleged problem.~~

~~If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.~~

~~If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.~~

~~The appropriate administrator shall investigate as necessary and schedule a conference with the individual within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.~~

~~Absent extenuating circumstances, the administrator shall provide the individual a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may collect information provided at the Level One conference and any other relevant documents or information the administrator~~ **Investigation**

The District may conduct an investigation at any level in the complaint process. If the District and the complainant mutually agree, all deadlines shall be suspended during an investigation.

At Level One, the appropriate hearing officer shall hold a hearing with the complainant within 10 calendar days after receipt of the written complaint. The hearing officer may set reasonable time limits for the hearing.

The hearing officer shall provide the complainant a decision within 20 calendar days following the hearing. In reaching a decision, the hearing officer may consider information provided with the complaint form and any other relevant documents or information the hearing officer believes will help resolve the complaint.

If the ~~individual~~ complainant did not receive the relief requested at Level One or if the time for a ~~response~~ decision has expired, ~~he or she~~ the complainant may request a ~~conference with the Superintendent or designee~~ hearing at Level Two to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ~~ten~~ 20 calendar days of the date of the ~~written~~ Level One ~~response~~ decision or, if no ~~response was received,~~ ~~within ten~~ decision has been communicated to the complainant, within 20 calendar days of the Level One ~~response~~ decision deadline.

After receiving notice of the appeal, the Level One ~~administrator~~ hearing officer shall prepare and forward a record of the Level One complaint to the Level Two ~~administrator~~. ~~The individual may request~~ hearing officer and provide a copy of the Level One record to the complainant.

The Level One record shall include:

1. The original complaint form and any attachments.
2. ~~All~~ Any other documents submitted by the ~~individual~~ complainant at Level One.
3. ~~The~~ If the complaint is against a District employee, the written response of the District employee, if any.
- ~~3.4.~~ 4. The decision issued at Level One and any attachments.
- ~~4.5.~~ 5. All other documents relied upon by the Level One ~~administrator~~ hearing officer in reaching the Level One decision.

The ~~Superintendent or designee shall schedule a conference within ten~~ hearing officer shall hold a hearing within 10 calendar days after the appeal notice is filed. The ~~conference shall be lim-~~

~~ited to the issues and documents considered at Level One. At the conference, the individual may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Superintendent or designee may set reasonable time limits for the conference.~~ hearing officer may set reasonable time limits for the hearing.

The ~~Superintendent or designee~~ hearing officer shall provide the ~~individual a written response within ten~~ complainant a decision within 20 calendar days following the ~~conference.~~ The written response shall set forth the basis of the ~~decision.~~ hearing. In reaching a decision, the ~~Superintendent or designee~~ hearing officer may consider the Level One record, any additional information provided ~~at~~ prior to the Level Two ~~conference~~ hearing, and any other relevant documents or information the ~~Superintendent or designee~~ hearing officer believes will help resolve the complaint.

Recordings of the Level One and Level Two ~~conferences~~ hearings, if any, shall be maintained with the Level One and Level Two records.

### Level Three

If the ~~individual~~ complainant did not receive the relief requested at Level Two or if the time for a ~~response~~ decision has expired, he or she may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within ~~ten~~ 20 calendar days of the date of the ~~written~~ Level Two ~~response~~ decision or, if no ~~response was received,~~ within ~~ten~~ decision has been communicated to the complainant, within 20 calendar days of the Level Two ~~response~~ decision deadline.

~~The Superintendent or designee shall inform the individual of the date, time, and place of the Board.~~ Unless the Board delegates a committee in accordance with law, the Board shall hear the appeal of the Level Two decision.

After receiving notice of the appeal, the Board or Board committee shall hold a meeting to discuss the complaint no later than 60 calendar days after the date on which the Level Two decision was made.

The Superintendent shall inform the complainant whether the Board or a Board committee will hear the appeal and of the date, time, and place of the meeting at which the complaint will be on the agenda for presentation to the Board or Board committee.

~~The Superintendent or designee shall provide the Board the record of the Level Two appeal. The individual~~ At least five business days before the Board or Board committee meeting, the Superintendent

shall provide the complainant a description of any information the Board intends to rely on that is not contained in the record created at the previous hearing levels, including any preliminary hearing.

The Superintendent shall provide the Board the record of the Level Two appeal. The complainant may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. ~~The written response~~ Any other documents submitted by the complainant at Level Two.
- ~~3-4.~~ The decision issued at Level Two and any attachments.
- ~~4-5.~~ All other documents relied upon by the administration in reaching the Level Two decision.

~~The appeal shall be limited to the issues and documents considered at Level Two, except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the individual notice of the nature of the evidence at least three days before the hearing.~~

~~The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]~~

The complainant may request that the complaint be heard in open or closed meeting. The District shall honor that request unless the Texas Open Meetings Act or other applicable law requires otherwise. [See BE]

At the meeting, the presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the individual complainant and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. ~~The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.~~ members.

In addition to any other record of the Board meeting required by law, the Board or Board committee shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the individual complainant or his or her the complainant's representative, any presentation from the administration, and questions from the Board members with re-

sponses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board or Board committee shall then consider the complaint. It ~~may give notice of its~~ shall make a decision ~~orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two~~ no later than 30 calendar days after the date of the Board or Board committee meeting at which the complaint was presented. The complainant shall be provided a decision in accordance with this policy and state law.

**Access to District Property**

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

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

**Ejection or Exclusion under Education Code 37.105**

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

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

**Off-Campus Activities**

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

**Prohibitions**

Tobacco and E-Cigarettes

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

Weapons

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

*Exceptions*

No violation of this policy occurs when:

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

# Explanatory Notes

## TASB Localized Policy Manual Update 126

### **Baird ISD**

#### **ATTN(NOTE)**

#### **GENERAL INFORMATION ABOUT THIS UPDATE**

##### **Please note:**

Changes at Update 126 are based almost exclusively on legislation from the 89th Regular Legislative Session. Please note that documents provided in the legal framework are not adopted by the board.

Unless otherwise noted, references to legislative bills throughout these explanatory notes refer to Senate Bills (SB), House Bills (HB), or House Concurrent Resolutions (HCR) from the 89th Regular Legislative Session. All referenced bills have already gone into effect unless otherwise noted.

TASB Policy Service hosted and recorded a webinar to review the content of Update 126. That recorded webinar is available with your Update 126 materials on Policy Online.

#### **AE(LEGAL)**

#### **EDUCATIONAL PHILOSOPHY**

HB 2 updated the existing goals of education and added an additional two.

#### **AF(LEGAL)**

#### **INNOVATION DISTRICTS**

The ability for a district to exempt itself from certain laws through a District of Innovation plan was impacted by SB 12, HB 2, and HB 6. SB 571 amended and redesignated the requirements related to termination of a district's designation as a District of Innovation.

#### **AG(LEGAL)**

#### **HOME-RULE DISTRICTS**

SB 571 amended the language at Education Code 12.0271 and redesignated material from Education Code 22.085 and 22.092. Changes to the legal framework have been made accordingly.

#### **AIA(LEGAL)**

#### **ACCOUNTABILITY: ACCREDITATION AND PERFORMANCE INDICATORS**

An Appeal and Revision section has been added to reflect changes in 19 Administrative Code 97.1002.

#### **AIB(LEGAL)**

#### **ACCOUNTABILITY: PERFORMANCE REPORTING**

A section addressing the Performance of Students Receiving Special Education Services has been added to reflect changes from HB 2.

#### **AIC(LEGAL)**

#### **ACCOUNTABILITY: INTERVENTIONS AND SANCTIONS**

The section on Intervention Programs has been amended to reflect changes from HB 2.

#### **AIE(LEGAL)**

#### **ACCOUNTABILITY: INVESTIGATIONS**

SB 571 added a reason the commissioner is authorized to conduct a special investigation.

#### **B(LEGAL)**

#### **LOCAL GOVERNANCE**

The section B table of contents has been revised to add the new code BT, Prohibition on Diversity, Equity, and Inclusion Activities.

#### **BBA(LEGAL)**

#### **BOARD MEMBERS: ELIGIBILITY/QUALIFICATIONS**

Registration as a Sex Offender has been added under Ineligibility in response to HB 3629, which prohibits an individual who must register as a sex offender from serving as a trustee.

# Explanatory Notes

## TASB Localized Policy Manual Update 126

### **Baird ISD**

#### **BBB(LEGAL) BOARD MEMBERS: ELECTIONS**

The board may adopt a resolution to change the length of terms of trustees no later than December 31, 2030, and may change its election date to the November uniform election date in accordance with HB 3546.

#### **BBBA(LEGAL) ELECTIONS: CONDUCTING ELECTIONS**

Electioneering may not be conducted within 20 feet of a parking space designated for curbside voting in accordance with HB 521.

#### **BBD(LEGAL) BOARD MEMBERS: TRAINING AND ORIENTATION**

Revisions throughout are due to adopted amendments to 19 Administrative Code 61.1 related to board member training.

#### **BBE(LEGAL) BOARD MEMBERS: AUTHORITY**

A section relating to access to information by board members under the Public Information Act has been added pursuant to HB 4310.

#### **BE(LEGAL) BOARD MEETINGS**

SB 413 requires the recording of all board meetings. SB 413 also added language regarding inclusion in board meeting minutes of each board member's vote on any item and a requirement to post on the district's website any resolution adopted by the board. HB 1522 changed the required posting time for board agendas from 72 hours to 3 business days.

#### **BE(LOCAL) BOARD MEETINGS**

Several recommended revisions have been made to this policy on board meetings. SB 12 prompted new language at Meeting Place and Time indicating that board meetings will be held outside of typical work hours. Language at Notice to Members has been adjusted to reflect HB 1522, which requires board agendas to be posted for three business days, rather than 72 hours, before the meeting. This recommended revision appropriately adjusts when the notice of the meeting will be provided to board members.

At Deadline, the recommended revisions are also in response to HB 1522. We offer for your consideration language requiring that agenda items be submitted 10 calendar days before a meeting. This deadline would provide the district sufficient time to compile items and post an agenda by the statutory deadline. If the district would like to adjust the deadline, please contact your policy consultant.

SB 413 requires roll call voting, so the language at Record Vote has been revised accordingly. A paragraph in the Minutes section has been removed, as the statement is true for all district records and it is not necessary to separately address retention in this policy. Please refer to CPC(LOCAL) and your district's record retention procedures.

The [Legal Tips for Policy Development](#), available in the Policy Online® Governance and Management Library (TASB login required), describe common legal concerns and best practices specific to this policy's topic.

#### **BEC(LEGAL) BOARD MEETINGS: CLOSED MEETINGS**

Trustees may now address matters of cybersecurity and critical infrastructure facilities in closed meetings, in accordance with HB 3112.

# Explanatory Notes

## TASB Localized Policy Manual Update 126

### **Baird ISD**

#### **BED(LEGAL) BOARD MEETINGS: PUBLIC PARTICIPATION**

HB 5238 amended the offense of disruption of a meeting to include virtual meetings and electronic disturbances like hacking.

#### **BED(LOCAL) BOARD MEETINGS: PUBLIC PARTICIPATION**

Recommended revisions comply with the SB 12 requirement that public comment occur at the beginning of board meetings.

The [Legal Tips for Policy Development](#), available in the Policy Online® Governance and Management Library (TASB login required), describe common legal concerns and best practices specific to this policy's topic.

#### **BF(LEGAL) BOARD POLICIES**

A Compliance section has been added pursuant to SB 12's requirement that districts must implement and comply with policies the district is required to adopt.

#### **BJA(LEGAL) SUPERINTENDENT: QUALIFICATIONS AND DUTIES**

Provisions regarding required certifications to TEA have been added to this policy. Information on the do-not-hire registry are in accordance with HB 2. SB 12 requires board approval of the superintendent's certification relating to diversity, equity, and inclusion prohibitions. A section on Testimony Before the SBOE has also been added pursuant to SB 12.

#### **BJB(LEGAL) SUPERINTENDENT: RECRUITMENT AND APPOINTMENT**

Notice of vacant positions must now be posted five, rather than 10, school days before the date on which a district fills the position according to HB 2.

#### **BT(LEGAL) PROHIBITION ON DIVERSITY, EQUITY, AND INCLUSION ACTIVITIES**

This new policy code addresses SB 12's prohibition on diversity, equity, and inclusion activities. Definitions and prohibited activities and certification requirements are included.

#### **C(LEGAL) BUSINESS AND SUPPORT SERVICES**

The section C table of contents has been updated to reflect revised subtopics for CJA, now named Background Checks and Required Reporting, and CLE, now named Required Displayed. A new code CQD, on Artificial Intelligence, has also been added.

#### **CBA(LEGAL) STATE AND FEDERAL REVENUE SOURCES: STATE**

A section has been included to reflect that HB 2 added an allotment for basic costs of \$106 for each student. At New Instructional Facility Allotment, HB 2 and HB 120 add a renovated portion of an instructional facility to the definition of a new instructional facility.

#### **CCA(LEGAL) LOCAL REVENUE SOURCES: BOND ISSUES**

HB 103, HB 3526, and SB 843 all relate to bond databases. Extensive revisions throughout comport with these new laws. HB 4395 required the addition of an Electronic Submission and Delivery subsection under Attorney General Review and Approval.

#### **CCG(LEGAL) LOCAL REVENUE SOURCES: AD VALOREM TAXES**

HB 1522 requires specific notices to be provided when the board will discuss or adopt the budget, and HB 1453 allows districts to approve an interest and sinking (I & S) rate that exceeds the rate to maintain the

# Explanatory Notes

## TASB Localized Policy Manual Update 126

### **Baird ISD**

same level of maintenance and operations revenue and pay debt service under specific conditions. Sections have been added to address these requirements. A deletion at Voter-Approval Tax Rate is due to HB 2. SB 1502 restricts a district's ability to approve disaster pennies. At Proposition, SB 1025 requires a proposition that increases a tax to include the statement "THIS IS A TAX INCREASE."

### **CCGA(LLEGAL) AD VALOREM TAXES: EXEMPTIONS AND PAYMENTS**

Contingent on a constitutional amendment, SB 4 will raise the homestead exemption to \$140,000. SB 23, also contingent on a constitutional amendment, raises the disabled and elderly exemption to \$60,000. HB 2742 amends the requirements around split payments for districts that collect their own taxes and eliminates Tax Code 31.04(c). Other revisions have been made for clarity.

### **CCGB(LLEGAL) AD VALOREM TAXES: ECONOMIC DEVELOPMENT**

SB 2900 repealed the JETI Oversight Committee, so related language in the Governor Action on Application section has been removed. HB 1620 repealed Tax Code 313.007, which was found in the Texas Economic Development Act section.

### **CE(LLEGAL) ANNUAL OPERATING BUDGET**

Language at Authorized Expenditures has been updated to reflect changes from HB 2.

### **CFEA(LLEGAL) PAYROLL PROCEDURES: SALARY DEDUCTIONS AND REDUCTIONS**

The Professional or Other Dues section has been amended to address HB 2 changes for salary deductions.

### **CH(LLEGAL) PURCHASING AND ACQUISITION**

SB 1173 changes the competitive procurement threshold from \$50,000 to \$100,000.

**Please note:** In many districts' CH(LOCAL), the purchasing authority of the superintendent is established. This is a different threshold from what has been changed statutorily. For that reason, CH(LOCAL) is not included in this update. Please review your CH(LOCAL) and, if any revisions are necessary, please contact your policy consultant.

### **CHE(LLEGAL) PURCHASING AND ACQUISITION: VENDOR DISCLOSURES AND CONTRACTS**

HB 210 creates a criminal offense for a vendor to bid or contract with the district if it has a close relationship with a trustee. A new section called Prohibited Activities by Vendors has been created to reflect this change. SB 33 adds to the prohibition against using taxpayer resource transactions for abortion-related expenses.

### **CHF(LLEGAL) PURCHASING AND ACQUISITION: PAYMENT PROCEDURES**

Language has been added to reflect an exception to the Exception for bona fide disputes between a district and vendor for purposes of prompt payment in construction projects, in accordance with HB 3005.

### **CJ(LLEGAL) CONTRACTED SERVICES**

A section on Severance Pay has been added to address HB 762, which restricts severance agreements for independent contractors. The provisions also apply to employees, as reflected in policy DEA.

# Explanatory Notes

## TASB Localized Policy Manual Update 126

### **Baird ISD**

#### **CJ(LOCAL) CONTRACTED SERVICES**

Recommended new provisions reflect that contractors may not engage in or assign instructional activities prohibited by law or diversity, equity, and inclusion (DEI) duties under SB 12. Violations will result in termination of the contract.

#### **CJA(LEGAL) CONTRACTED SERVICES: BACKGROUND CHECKS AND REQUIRED REPORTING**

The subtopic of this code, previously Criminal History, has been renamed Background Checks and Required Reporting. SB 571 transferred Education Code 22.085 to Chapter 22A and redesignated it as 22A.157. That change is reflected at Disqualifying Conviction and District Responsibility to Ensure Compliance. Extensive new sections on Requirement to Report Service Provider Misconduct and Consent for Release of Records and Preservice Affidavit have been added pursuant to SB 571.

#### **CJA(LOCAL) CONTRACTED SERVICES: BACKGROUND CHECKS AND REQUIRED REPORTING**

The subtopic name has been adjusted to Background Checks and Required Reporting to more accurately describe the contents of the legal framework at this code. No changes have been made to the local text, and the district has not been charged for this revision.

#### **CK(LEGAL) SAFETY PROGRAM/RISK MANAGEMENT**

SB 57 changes at the Responsibilities subsection under Safety and Security Committee reflect the need to recommend accommodations for a student with an IEP or 504 plan. Additional changes from SB 57 are reflected in the Meetings subsection. HB 33 and HB 121 both speak to Sheriff-Led School Safety Meetings, which apply differently depending on the size of the county. A section about Public Information Officer for Emergency Communications has been added based on new requirements in HB 33. A clerical error in a citation as well as codes that were redesignated during the legislative session have been corrected.

#### **CKA(LEGAL) SAFETY PROGRAM/RISK MANAGEMENT: SAFETY AND SECURITY AUDITS AND MONITORING**

Revisions throughout are in compliance with HB 33, HB 2, and HB 121.

#### **CKC(LEGAL) SAFETY PROGRAM/RISK MANAGEMENT: EMERGENCY PLANS**

At Emergency Response Map and Walk-Through, the requirement to provide a map to the Department of Public Safety has been included in compliance with HB 121. Changes in the Emergency Operations Plan section are due to changes from HB 33, HB 131, SB 57, and HB 121. SB 57 made significant changes to Education Code 37.1086, as reflected in the Recommendations and Guidelines for Individuals with Disabilities or Impairments section. The requirement to provide information to parents about safe firearm storage three times per year pursuant to HB 121 is in the Safe Firearm Storage section. At Confidential Information under the Texas Disaster Act, the language has been amended to reflect changes from HB 132.

#### **CKD(LEGAL) SAFETY PROGRAM/RISK MANAGEMENT: EMERGENCY MEDICAL EQUIPMENT AND PROCEDURES**

The Automated External Defibrillators section has been amended to include, amongst other changes, an Inspection subsection that is required under SB 865. The Cardiac Emergency Response Plan has also been amended to meet the requirements of that bill. A section on Airway Clearance Devices has been added pursuant to HB 549.

# Explanatory Notes

## TASB Localized Policy Manual Update 126

### **Baird ISD**

#### **CKE(LLEGAL) SAFETY PROGRAM/RISK MANAGEMENT: SECURITY PERSONNEL**

Retired and reserve police officers are addressed in the Armed Security Officer Required section pursuant to HB 1458. Language regarding the expiration and renewal of good cause exceptions to the armed security officer requirement is included from HB 121. HB 121 also necessitated additional language in the Alternative Standard section.

#### **CKEA(LLEGAL) SECURITY PERSONNEL: COMMISSIONED PEACE OFFICERS**

Language has been added pursuant to HB 33, which requires law enforcement agencies to have a Public Information Officer for Emergency Communications. Reserve police officers, as allowed in HB 1458, are similarly addressed in a new section. In accordance with HB 33, an Active Shooter Incident subsection has been added under Required Policies, along with a section requiring Access to a Breaching Tool and Ballistic Shield. A section on Donation of Surplus Law Enforcement Equipment to a School District has been included pursuant to HB 1851. Law enforcement agencies are authorized to acquire and possess epinephrine delivery systems, and that section has been updated due to changes in SB 1619. HB 4504 from the 88th Regular Legislative Session necessitated an update to the Code of Criminal Procedure citations throughout.

#### **CKEB(LLEGAL) SECURITY PERSONNEL: SCHOOL MARSHALS**

Language at Board Regulations has been revised to reflect that uniformed school marshals may now open carry a firearm on campus pursuant to SB 870. HB 4504 from the 88th Regular Legislative Session necessitated an update to the Code of Criminal Procedure citations throughout.

#### **CL(LLEGAL) BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT**

HB 2 creates a requirement for districts to report facility usage to TEA.

#### **CLB(LLEGAL) BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT: MAINTENANCE**

A section on Fire Safety Inspection Reports has been included to reflect that SB 1177 requires fire safety inspections to include inspections of automated external defibrillators (AEDs) and that fire safety reports be filed at the campus level.

#### **CLE(LLEGAL) BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT: REQUIRED DISPLAYS**

The subtopic name has been adjusted to Required Displays to more accurately describe the contents at this code. A section heading for Flags has been added for clarity. SB 10's requirements regarding conspicuously displaying the Ten Commandments have been added.

#### **CLE(LOCAL) BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT: REQUIRED DISPLAYS**

The subtopic name has been adjusted to Required Displays to more accurately describe the contents of the legal framework at this code. No changes have been made to the local text, and the district has not been charged for this revision.

#### **CMD(LLEGAL) EQUIPMENT AND SUPPLIES MANAGEMENT: INSTRUCTIONAL MATERIALS CARE AND ACCOUNTING**

19 Administrative Code 67.1003(i), which became effective June 8, 2025, relates to district entitlement to state aid regardless of whether the district uses the amount provided during the school year, and has been included here. Extensive additions regarding open education resource instructional materials has

# Explanatory Notes

## TASB Localized Policy Manual Update 126

### **Baird ISD**

been added pursuant to 19 Administrative Code 67.1004, which also became effective June 8, 2025. SB 13 allows instructional material and technology allotment funds to be used for costs associated with complying with Education Code 33.023, which is set out more fully in EFB, and is referenced here. Beginning in the 2026-27 school year, districts may not adopt or use instructional material included on the list of rejected instructional materials maintained by the SBOE, and that has been included at Prohibited Expenditures. New provisions regarding commissioner's rules relating to the Instructional Materials and Technology Allotment have been added in accordance with 19 Administrative Code 67.1001, which became effective June 8, 2025. Changes at Requisitions, Use, and Distribution have been made pursuant to HB 2.

### **CNA(LLEGAL)                      TRANSPORTATION MANAGEMENT: STUDENT TRANSPORTATION**

A section on Special Transportation Services has been added after HB 2 amended Education Code 48.151(g).

### **CNC(LLEGAL)                      TRANSPORTATION MANAGEMENT: TRANSPORTATION SAFETY**

School buses are required to be equipped with three-point seat belts by 2029 in accordance with SB 546. Language to that effect has been added, including required reports that must be submitted to TEA if a board determines that the district's budget does not permit the district to purchase a bus equipped with the required seat belts.

### **COB(LLEGAL)                      FOOD AND NUTRITION MANAGEMENT: FREE AND REDUCED-PRICE MEALS**

SB 314 applies beginning with the 2026-27 school year, which necessitated a section on Prohibition on Certain Additives.

### **CQA(LLEGAL)                      TECHNOLOGY RESOURCES: DISTRICT, CAMPUS, AND CLASSROOM WEBSITES**

SB 12 creates a deadline for updating board information online and adds annual updating to TEA. Those changes are reflected in the Required Trustee Information subsection. Rule changes also necessitated an update to a citation in the Required Website Postings section. Additional required postings listed come from SB 12 and SB 13.

### **CQB(LLEGAL)                      TECHNOLOGY RESOURCES: CYBERSECURITY**

HB 150 moves cybersecurity duties from the Department of Information Resources (DIR) to Texas Cyber Command. Both HB 150 and HB 1500 amend the requirements relating to training. HB 1500 also changes who takes cybersecurity training. HB 150 provides a definition of "cybersecurity incident." Finally, HB 5331 affects contracts for cybersecurity insurance.

### **CQB(LOCAL)                      TECHNOLOGY RESOURCES: CYBERSECURITY**

Recommended revisions comply with HB 150, which moves cybersecurity training requirements from the Department of Information Resources to the Texas Cyber Command and includes details about notifications for cybersecurity incidents in addition to security breaches.

### **CQD(LLEGAL)                      TECHNOLOGY RESOURCES: ARTIFICIAL INTELLIGENCE**

This new code includes information relating to artificial intelligence (AI) based on new laws from SB 1964 (regulating the use of AI by governmental entities), HB 149 (regulating the use of AI), and HB 150 and HB 1500 (addressing training related to AI).

# Explanatory Notes

## TASB Localized Policy Manual Update 126

### **Baird ISD**

#### **QCD(LOCAL)**

#### **TECHNOLOGY RESOURCES: ARTIFICIAL INTELLIGENCE**

This new recommended policy addresses artificial intelligence training requirements based on HB 150 and HB 1500, as well as the use of artificial intelligence by district employees and students.

#### **CRD(LEGAL)**

#### **INSURANCE AND ANNUITIES MANAGEMENT: HEALTH AND LIFE INSURANCE**

Qualifying districts that discontinued participation in TRS-ActiveCare may elect to participate based on HB 3126.

#### **CS(LEGAL)**

#### **FACILITY STANDARDS**

The date of the International Energy Conservation Code is no longer relevant and has been removed.

#### **CSA(LEGAL)**

#### **FACILITY STANDARDS: SAFETY AND SECURITY**

HB 121 puts an expiration date on the HB 3 good cause exception relating to Safety and Security Requirements for Facilities, so the requirement to renew the exception at least every five years has been included, in addition to a subsection on Security Review. The requirement to have at least one breaching tool and one ballistic shield available for use at each campus has also been included. SB 1620 necessitated a citation adjustment.

SB 8 from the Second Special Session becomes effective December 4, 2025. In addition to providing definitions, it requires districts to designate each multiple-occupancy private space for use only by individuals of one sex and to take every reasonable step to ensure an individual does not enter the wrong private space. SB 8 also provides for investigations by the attorney general, private causes of action, and civil penalties.

#### **CSA(LOCAL)**

#### **FACILITY STANDARDS: SAFETY AND SECURITY**

SB 8 from the Second Special Session prompted the inclusion of a section on Designation and Use of Private Spaces. The superintendent is directed to designate private spaces in accordance with law and to develop regulations to ensure compliance.

#### **CV(LEGAL)**

#### **FACILITIES CONSTRUCTION**

The procurement threshold for contracts has increased to \$100,000. HB 1620 required a citation adjustment. SB 687 adds land surveyors to the statute pertaining to architects and engineers.

#### **CV(LOCAL)**

#### **FACILITIES CONSTRUCTION**

As reflected in CH(LEGAL), the competitive purchasing threshold established in law has changed from \$50,000 to \$100,000. The language at Construction Contracts is recommended for revision here to refer to the legal threshold rather than a specific dollar amount. Policy BJA(LOCAL) establishes the superintendent's delegation authority; therefore "or designee" is recommended for deletion at Project Administration.

The [Legal Tips for Policy Development](#), available in the Policy Online® Governance and Management Library (TASB login required), describe common legal concerns and best practices specific to this policy's topic.

**Please note:** The superintendent's authority to approve construction contracts is reflected with a dollar amount in many districts' CV(LOCAL) that matched the previous competitive purchasing threshold. We have not revised the provisions reflecting the superintendent's authority to approve construction contracts. If the board wishes to update the superintendent's authority to approve contracts, please contact your policy consultant.

# Explanatory Notes

## TASB Localized Policy Manual Update 126

### **Baird ISD**

#### **DBA(LLEGAL)                      EMPLOYMENT REQUIREMENTS AND RESTRICTIONS: CREDENTIALS AND RECORDS**

Under Notice to Parents, HB 2 requires the superintendent to use, if available, the model notice provided by TEA. HB 2 also prohibits using a District of Innovation plan to exempt from the notice requirement. Teacher certification requirements were impacted heavily by HB 2, which required additional language at Professional Personnel. HB 2 also impacted the School District Teaching Permit section. SB 865 amends the requirement for cardiopulmonary resuscitation (CPR) certifications, which has been updated at CPR and AED Certification.

#### **DBAA(LLEGAL)                      EMPLOYMENT REQUIREMENTS AND RESTRICTIONS: PRE-EMPLOYMENT REVIEWS**

Revisions throughout are due to SB 571. New language reflects additional offenses included in the crimes prohibiting employment with the district and removes the victim age requirement.

#### **DBD(LLEGAL)                      EMPLOYMENT REQUIREMENTS AND RESTRICTIONS: CONFLICT OF INTEREST**

A section on Personal Services Performed by Administrators, often referred to as "moonlighting," has been added to reflect changes from HB 3372.

#### **DBD(LOCAL)                      EMPLOYMENT REQUIREMENTS AND RESTRICTIONS: CONFLICT OF INTEREST**

A new recommended section on Personal Services Performed by an Administrator includes language relating to administrator work from HB 3372.

#### **DC(LLEGAL)                      EMPLOYMENT PRACTICES**

HB 2 amends Education Code 11.1513 to change the requirement for posting of vacancies from 10 days to five days. HB 2 also requires an employment policy relating to daily rate of pay, which is found in DEC(LOCAL).

#### **DEA(LLEGAL)                      COMPENSATION AND BENEFITS: COMPENSATION PLAN**

The Increase in Basic Allotment and Maintenance of Salary sections have been deleted after HB 2 repealed those provisions. A section on Severance Pay has been added based on HB 762. Under TRS Surcharge for Rehired Retirees, the No Recovery of Costs subsection has been deleted pursuant to HB 2. The Temporary Exception subsection has been deleted as that provision has expired.

#### **DEAA(LLEGAL)                      COMPENSATION PLAN: INCENTIVES AND STIPENDS**

Extensive revisions throughout this policy reflect changes from HB 2.

#### **DEC(LLEGAL)                      COMPENSATION AND BENEFITS: LEAVES AND ABSENCES**

A subsection addressing the option for classroom teachers to use noncurrent use of Family Medical Leave has been added pursuant to HB 2. A section on Daily Rate of Pay has also been added pursuant to HB 2.

#### **DEC(LOCAL)                      COMPENSATION AND BENEFITS: LEAVES AND ABSENCES**

HB 2 prompted recommended revisions to include Daily Rate of Pay under the Definitions section, as well as a section regarding Concurrent Use of Paid Leave during Family and Medical Leave for classroom teachers.

# Explanatory Notes

## TASB Localized Policy Manual Update 126

### **Baird ISD**

The [Legal Tips for Policy Development](#), available in the Policy Online® Governance and Management Library (TASB login required), describe common legal concerns and best practices specific to this policy's topic.

#### **DF(LLEGAL)                      TERMINATION OF EMPLOYMENT**

SB 12 adds sanctions through the State Board for Educator Certification for encouraging a child to withhold evidence. SB 571 renumbered the provisions regarding the do-not-hire registry and expanded the misconduct included. SB 571 also changes the offenses requiring termination, which is reflected here. Based on SB 12, sections addressing Prohibition on DEI and Prohibited Classroom Instruction have also been included.

#### **DFBA(LLEGAL)                      TERM CONTRACTS: SUSPENSION/TERMINATION DURING CONTRACT**

SB 571 renumbered the statute and changed timelines for principals to report misconduct to the superintendent.

#### **DFBB(LOCAL)                      TERM CONTRACTS: NONRENEWAL**

Based on SB 12, engaging or assigning diversity, equity, and inclusion duties, as well as instructional activities prohibited by law, are recommended for inclusion in the list of reasons a term contract employee may be nonrenewed. The item related to disability and the ability to perform the essential functions of the job has been amended for clarity.

#### **DFD(LLEGAL)                      TERMINATION OF EMPLOYMENT: HEARINGS BEFORE HEARING EXAMINER**

A section on Dismissal of hearings before a hearing examiner has been included to reflect changes in HB 2.

#### **DFE(LLEGAL)                      TERMINATION OF EMPLOYMENT: RESIGNATION**

Under Contract Abandonment, a subsection on Sanctions Prohibited has been included pursuant to HB 2. The Good Cause subsection has been removed as the rule it is based on conflicts with provisions in HB 2. Revisions in the Mitigating Factors section are due to rule changes found in 19 Administrative Code 249.17 that were published on May 18, 2025. Revisions in Required Report to SBEC, Investigation, and Report by Principal are due to SB 571.

#### **DG(LLEGAL)                      EMPLOYEE RIGHTS AND PRIVILEGES**

In response to SB 11, new provisions are included to address the option of a board to adopt a policy designating a time for prayer and reading of the Bible or other religious text. The new law requires the board to take a vote on whether to permit this activity within six months of the legislation's effective date. Since the law was effective on September 1, the board would need to take a vote prior to March 1, 2026. [See also FNA(LLEGAL), below.]

Also, a section on Right to Engage in Religious Speech or Prayer has been included pursuant to SB 965.

#### **DGA(LLEGAL)                      EMPLOYEE RIGHTS AND PRIVILEGES: FREEDOM OF ASSOCIATION**

HB 2 tasks TEA with providing services for a classroom teacher and prohibits districts from interfering.

# Explanatory Notes

## TASB Localized Policy Manual Update 126

### **Baird ISD**

#### **DGBA(LEGAL) PERSONNEL-MANAGEMENT RELATIONS: EMPLOYEE COMPLAINTS/GRIEVANCES**

All of the revisions in this policy reflect applicable changes from SB 12. Substantially similar revisions are being made to the grievance policies at FNG, regarding student and parent complaints, and GF, regarding public complaints.

#### **DGBA(LOCAL) PERSONNEL-MANAGEMENT RELATIONS: EMPLOYEE COMPLAINTS/GRIEVANCES**

All recommended revisions to this local policy on employee complaints stem from the applicable portions of SB 12.

The [Legal Tips for Policy Development](#), available in the Policy Online® Governance and Management Library (TASB login required), describe common legal concerns and best practices specific to this policy's topic.

#### **DGC(LEGAL) EMPLOYEE RIGHTS AND PRIVILEGES: IMMUNITY**

SB 920 necessitated a revision related to immunities under Administration of Medication. HB 6 led to the addition of the section on Immunity for Disciplinary Actions.

#### **DH(LEGAL) EMPLOYEE STANDARDS OF CONDUCT**

Provisions regarding Duty to Report have always been in FFG(LEGAL) but have been duplicated here to ensure prominent placement and understanding. Sections on Retaliation Against Grievant and Social Transitioning have been included pursuant to SB 12. In the Low-THC Cannabis section, storage has been added pursuant to HB 46.

#### **DH(LOCAL) EMPLOYEE STANDARDS OF CONDUCT**

The recommended revision to the text at Weapons Prohibited – Exceptions reflects changes under SB 706 regarding reciprocity with a handgun license from another state. Sections on Prohibited Classroom Instruction or Activities; Prohibited Diversity, Equity, and Inclusion Duties; and Social Transitioning are recommended for inclusion pursuant to SB 12. At Relationships with Students, the recommended revision addresses the requirement under SB 571 regarding notice of suspected misconduct by an educator or district service provider.

The [Legal Tips for Policy Development](#), available in the Policy Online® Governance and Management Library (TASB login required), describe common legal concerns and best practices specific to this policy's topic.

#### **DHB(LEGAL) EMPLOYEE STANDARDS OF CONDUCT: REPORTS TO STATE BOARD FOR EDUCATOR CERTIFICATION**

Substantial revisions throughout this code are required pursuant to SB 571. Revisions relating to Solicitation of a Romantic Relationship are due to rule changes at 19 Administrative Code 249.3.

#### **DHC(LEGAL) EMPLOYEE STANDARDS OF CONDUCT: REPORTS TO TEXAS EDUCATION AGENCY**

Substantial revisions throughout reflect changes from SB 571.

# Explanatory Notes

## TASB Localized Policy Manual Update 126

### **Baird ISD**

#### **DMA(LLEGAL)                      PROFESSIONAL DEVELOPMENT: REQUIRED STAFF DEVELOPMENT**

Revisions at Cybersecurity are due to HB 150. A new section on Artificial Intelligence Training is included in accordance with HB 3512. A new section for Mathematics Achievement Academies is included to reflect changes in HB 2. Information relating to CPR has been included pursuant to SB 865.

#### **DP(LLEGAL)                      PERSONNEL POSITIONS**

Changes relating to school psychologists result from HB 2598. All other revisions are due to SB 571.

#### **EA(LLEGAL)                      INSTRUCTIONAL GOALS AND OBJECTIVES**

Revisions at College, Career, and Military Readiness Plans as well as at Website Posting are due to HB 2.

#### **EEP(LLEGAL)                      INSTRUCTIONAL ARRANGEMENTS: LESSON PLANS**

This new legal framework document contains the SB 12 legal requirements for Disclosure of Instructional Plans.

#### **EEP(LOCAL)                      INSTRUCTIONAL ARRANGEMENTS: LESSON PLANS**

This new local policy includes recommended language from SB 12 on instructional plans and course syllabi.

#### **EFA(LLEGAL)                      INSTRUCTIONAL RESOURCES: INSTRUCTIONAL MATERIALS**

A subsection on Notice of Entitlement to Review Materials has been added pursuant to SB 12. Provisions at Parent Request for Instructional Material Review, including Mandatory Review on Petition by Group of Parents, have been added based on a new rule at 19 Administrative Code 67.69.

#### **EFA(LOCAL)                      INSTRUCTIONAL RESOURCES: INSTRUCTIONAL MATERIALS**

In accordance with SB 12, a section on Parent Request for Instructional Material Review is recommended for inclusion. The policy requires the superintendent to develop administrative regulations to ensure that parents or guardians can request review of instructional materials individually or through a petition process with other parents.

The [Legal Tips for Policy Development](#), available in the Policy Online® Governance and Management Library (TASB login required), describe common legal concerns and best practices specific to this policy's topic.

#### **EFB(LLEGAL)                      INSTRUCTIONAL RESOURCES: LIBRARY MATERIALS**

The School Library section has been deleted based on the 5th Circuit decision in *Little v. Llano County* and new provisions in SB 13 related to removal of library materials during challenges. The remaining revisions regarding the procurement of library materials are also in response to SB 13.

#### **EHA(LLEGAL)                      CURRICULUM DESIGN: BASIC INSTRUCTIONAL PROGRAM**

Changes to Videotape or Recording to include "or contractor" are from SB 12.

# Explanatory Notes

## TASB Localized Policy Manual Update 126

### **Baird ISD**

**EHAA(LEGAL)                      BASIC INSTRUCTIONAL PROGRAM: REQUIRED INSTRUCTION (ALL LEVELS)**

A subsection on Parent Consent within the Human Sexuality Instruction section has been added due to SB 12. A cross-reference to EEP(LEGAL) has been added at Scope and Sequence and Instructional Materials for clarity after SB 12 revisions.

**EHAC(LEGAL)                      BASIC INSTRUCTIONAL PROGRAM: REQUIRED INSTRUCTION (SECONDARY)**

A change relating to substituting AP courses has been added at Personal Financial Literacy, pursuant to HB 27. Nutrition and Wellness information has also been included, based on SB 25.

**EHB(LEGAL)                        CURRICULUM DESIGN: SPECIAL PROGRAMS**

Removal of the definitions of dyslexia and related disorders and changes at Screening, Testing, and Identification and at Talking Book Program Notification are all based on HB 2.

**EHBA(LEGAL)                      SPECIAL PROGRAMS: SPECIAL EDUCATION**

HB 2 prompted new language related to specialized technical assistance at Interventions and Sanctions as well as the removal of a parenthetical at State-Supported Living Center referring to state schools.

**EHBAA(LEGAL)                    SPECIAL EDUCATION: IDENTIFICATION, EVALUATION, AND ELIGIBILITY**

SB 2 prompted the addition of a Students Not Enrolled in District section, which contains full and individual initial evaluation requirements. The language at Psychological Examinations was repealed by HB 2 and has been removed. A new section at Children with Visual Impairments and revisions at Eligibility and Reevaluations and at Visual and Auditory Impairments are also due to HB 2.

**EHBAB(LEGAL)                    SPECIAL EDUCATION: ARD COMMITTEE AND INDIVIDUALIZED EDUCATION PROGRAM**

Language at Intellectual Disability and Developmental Delay Information has been added as a result of HB 1188. All other revisions have been made pursuant to HB 2.

**EHBAC(LEGAL)                    SPECIAL EDUCATION: STUDENTS IN NONDISTRICT PLACEMENT**

HB 2 prompted revisions at Residential Placement as well as at Grant for Community-Based Support Services.

**EHBAF(LEGAL)                    SPECIAL EDUCATION: VIDEO/AUDIO MONITORING**

The term "contractor" has been added at Parent Consent Not Required due to SB 12. The definition of "self-contained" has been deleted and that term has been replaced with "special educational classroom" throughout in accordance with HB 2. A definition of "special education classroom or other special education setting" has been added.

**EHBAF(LOCAL)                    SPECIAL EDUCATION: VIDEO/AUDIO MONITORING**

The enclosed revisions are recommended to update language regarding special education classrooms in accordance with HB 2 and to update the timeframe for reporting suspected misconduct or child abuse as required by SB 571.

# Explanatory Notes

## TASB Localized Policy Manual Update 126

### **Baird ISD**

**EHBC(LEGAL) SPECIAL PROGRAMS: COMPENSATORY SERVICES AND INTENSIVE PROGRAMS**

The Use subsection under Compensatory Education Allotment has been deleted due to HB 2, which repealed Education Code 48.104(k). The provision on Virtual School Network has also been deleted, as it was repealed by SB 569. Amendments at At-Risk Student are due to SB 991. The Accelerated Instruction Program section has been deleted due to the repeal of Education Code 28.006(g) and (g-1) by HB 2.

**EHBCA(LEGAL) COMPENSATORY SERVICES AND INTENSIVE PROGRAMS: ACCELERATED INSTRUCTION**

HB 2 prompted the addition of language at High-Impact Tutoring Providers.

**EHBE(LEGAL) SPECIAL PROGRAMS: BILINGUAL EDUCATION/ESL**

Revisions at Exceptions and Waivers under the Bilingual and ESL Programs section are due to HB 2.

**EHBF(LEGAL) SPECIAL PROGRAMS: CAREER AND TECHNICAL EDUCATION**

Revisions at Certification Subsidy are due to HB 2. A section on Applied Sciences Pathway Program has been added pursuant to HB 20.

**EHBG(LEGAL) SPECIAL PROGRAMS: PREKINDERGARTEN**

Revisions throughout are due to HB 2.

**EBBH(LEGAL) SPECIAL PROGRAMS: OTHER SPECIAL POPULATIONS**

Revisions throughout are pursuant to HB 2.

**EBBK(LEGAL) SPECIAL PROGRAMS: OTHER INSTRUCTIONAL INITIATIVES**

A section on Gifted and Talented Week has been added pursuant to HCR 64.

**EHDD(LEGAL) ALTERNATIVE METHODS FOR EARNING CREDIT: COLLEGE COURSE WORK/DUAL CREDIT**

A note referencing the Texas Virtual School Network (TXVSN) has been removed pursuant to a repeal by SB 569. Language added at the FAST Program section is from HB 2, and other revisions to that section are due to SB 1786.

**EHDE(LEGAL) ALTERNATIVE METHODS FOR EARNING CREDIT: DISTANCE LEARNING**

Substantial additions to this legal framework document have been made related to Virtual and Hybrid Courses due to SB 569. Provisions related to the TXVSN have been removed, also due to SB 569.

**EIA(LEGAL) ACADEMIC ACHIEVEMENT: GRADING/PROGRESS REPORTS TO PARENTS**

SB 12 prompted amended language at Progress Reports and Conferences.

**EIA(LOCAL) ACADEMIC ACHIEVEMENT: GRADING/PROGRESS REPORTS TO PARENTS**

Recommended revisions reflect the SB 12 requirement that each parent of a student be afforded the opportunity for at least two in-person conferences with the student's teacher per year. At Academic Dishon-

# Explanatory Notes

## TASB Localized Policy Manual Update 126

### **Baird ISD**

esty, language is recommended that indicates the use of artificial intelligence without permission constitutes academic dishonesty.

#### **EIF(LLEGAL)                      ACADEMIC ACHIEVEMENT: GRADUATION**

SB 2314 prompted amendments at High School Diploma as well as an additional section on Direct Admissions Data Sharing Election. Revisions in the Endorsements section are due to HB 2.

#### **EK(LLEGAL)                      TESTING PROGRAMS**

Amended language at Benchmark Assessment Instruments is due to terminology changes found in SB 1418. College Preparation Assessments revisions were prompted by HB 2.

#### **EKB(LLEGAL)                      TESTING PROGRAMS: STATE ASSESSMENT**

Revisions at Accountability Testing are due to rule changes found at 19 Administrative Code 101.4002.

#### **EKC(LLEGAL)                      TESTING PROGRAMS: READING ASSESSMENT**

Substantial revisions throughout are due to HB 2.

#### **EKD(LLEGAL)                      TESTING PROGRAMS: MATHEMATICS ASSESSMENT**

The Mathematics Diagnosis section has been removed since Education Code 28.007 was repealed by HB 2. A section on Mathematics Instruments has been added based on the same bill.

#### **EL(LLEGAL)                      CAMPUS OR PROGRAM CHARTERS**

The Failure to Discharge or Refuse to Hire section has been amended based on SB 571.

#### **EMB(LLEGAL)                      MISCELLANEOUS INSTRUCTIONAL POLICIES: TEACHING ABOUT CONTROVERSIAL ISSUES**

Revisions throughout are due to SB 12.

#### **F(LLEGAL)                      STUDENTS**

The section F table of contents has been revised to update the subtopic name for policy code FOB from Out-of-School Suspension to Suspension since that code now houses provisions on in-school and out-of-school suspension. In addition, the subtopic for policy code FNCE has been updated from Personal Telecommunications/Electronic Devices to Personal Communication Devices/Electronic Devices.

#### **FA(LLEGAL)                      PARENT RIGHTS AND RESPONSIBILITIES**

A section on Right to Select School has been added pursuant to HB 2495. A statement prohibiting boards from adopting rules or policy regulating home schools has been added due to HB 2674. All other revisions have been made because of SB 12, including the addition of a Policy on Parental Engagement section. A district's policy on parental engagement must provide for an internet portal through which parents may submit comments to administrators and the board, require the board to prioritize public comments by presenting those comments at the beginning of the meeting, and require board meetings to be held outside of typical work hours.

#### **FA(LOCAL)                      PARENT RIGHTS AND RESPONSIBILITIES**

This new local policy is recommended for inclusion in the district's manual to address the SB 12 requirement to establish a parent portal on the district's website, through which parents may submit comments to administrators or the board.

# Explanatory Notes

## TASB Localized Policy Manual Update 126

### **Baird ISD**

#### **FD(LEGAL) ADMISSIONS**

A section on Parental Child Safety Placement has been added pursuant to SB 226. The section on Foreign Military Force Parent has been added due to HB 2757.

#### **FEA(LEGAL) ATTENDANCE: COMPULSORY ATTENDANCE**

Revisions and citation changes at Accelerated, Intervention, and Compensatory Programs are due to HB 2. Under Excused Absences for Compulsory Attendance Determinations, attending a released time course has been added pursuant to SB 1049. SB 207 made clear that Health-Care Appointments includes appointments with mental health professionals, which has been added. HB 367 added specific requirements relating to Serious or Life-Threatening Illness and the form that the district must use for this purpose.

#### **FEB(LEGAL) ATTENDANCE: ATTENDANCE ACCOUNTING**

A new section on Emergency or Crisis has been added pursuant to SB 569.

#### **FED(LEGAL) ATTENDANCE: ATTENDANCE ENFORCEMENT**

HB 4504 from the 2023 88th Regular Legislative Session necessitated an update to the Code of Criminal Procedure citation relating to expunction of records.

#### **FEF(LEGAL) ATTENDANCE: RELEASED TIME**

This new legal framework document reflects the requirements around released time courses in SB 1049.

#### **FEF(LOCAL) ATTENDANCE: RELEASED TIME**

This local policy is recommended for inclusion in the district's manual to reflect SB 1049 requirements regarding released time courses.

#### **FFA(LEGAL) STUDENT WELFARE: WELLNESS AND HEALTH SERVICES**

Substantial revisions throughout are due to SB 12.

#### **FFAC(LEGAL) WELLNESS AND HEALTH SERVICES: MEDICAL TREATMENT**

SB 9 permits employees, including nurses, to administer nonprescription medication to a student without receiving additional documentation from that student's health care provider if the parent consents. Revisions at Administering Medication reflect those changes. SB 1619 required adding a definition of epinephrine delivery system and replacing "epinephrine auto-injector" with "epinephrine delivery system" throughout the policy. New Concussion Response Policy and Academic Accommodations sections were added in response to SB 2398. A citation error has been corrected at Maintenance and Administration of Medication for Respiratory Distress.

#### **FFAC(LOCAL) WELLNESS AND HEALTH SERVICES: MEDICAL TREATMENT**

A recommended revision at Medication Provided by Parent has been made due to SB 920, which now allows school employees, including nurses, to administer nonprescription medication in accordance with legal requirements.

At Epinephrine, references to "epinephrine auto-injector" have been updated to "epinephrine delivery system" in accordance with SB 1619.

# Explanatory Notes

## TASB Localized Policy Manual Update 126

### **Baird ISD**

The [Legal Tips for Policy Development](#), available in the Policy Online® Governance and Management Library (TASB login required), describe common legal concerns and best practices specific to this policy's topic.

#### **FFB(LEGAL)                      STUDENT WELFARE: CRISIS INTERVENTION**

A new item 6 at Threat Assessment and Safe and Supportive Schools Team has been added due to HB 2. Revisions to the General Team Composition subsection under Membership have been made pursuant to HB 6. All other revisions are due to HB 121.

#### **FFB(LOCAL)                      STUDENT WELFARE: CRISIS INTERVENTION**

As required by HB 2, a provision is recommended for inclusion addressing the required notification that must be provided to teaching staff when a threat is made against the campus.

#### **FFEA(LEGAL)                      COUNSELING AND MENTAL HEALTH: COUNSELING**

Additional text at Higher Education Counseling has been included due to HB 2. The citation adjustment at Automatic Admission is due to rule redesignation to 19 Administrative Code 78.2001.

#### **FFEB(LEGAL)                      COUNSELING AND MENTAL HEALTH: MENTAL HEALTH**

Changes have been made at Consent to Examinations, Tests, and Treatment and a cross-reference to materials regarding parental consent for psychological and psychiatric exams, tests, and treatment has been added in response to changes made by SB 12.

#### **FFF(LEGAL)                      STUDENT WELFARE: STUDENT SAFETY**

A section on Notice of Suspected Criminal Offense has been added due to SB 12. All other revisions and additions have been made pursuant to SB 571.

#### **FFF(LOCAL)                      STUDENT WELFARE: STUDENT SAFETY**

HB 2 prompted recommended revisions to this local policy regarding notifying a parent of a student with whom an employee or service provider is alleged to have engaged in misconduct.

#### **FFG(LEGAL)                      STUDENT WELFARE: CHILD ABUSE AND NEGLECT**

Definition changes are due to HB 1106, HB 1151, and SB 571. Reports of suspected abuse or neglect must now be made within 24, rather than 48, hours pursuant to SB 571. SB 571 additionally defined the law enforcement agencies to which such a report may be made at Abuse and Neglect Involving School Personnel and Those Responsible for Care. A section on Civil Liability has been included due to HB 4623. Citation changes at SBEC Disciplinary Action have been made pursuant to SB 571. The new 24 hour reporting requirement from SB 571 is also reflected in the Reporting Policy section.

#### **FFG(LOCAL)                      STUDENT WELFARE: CHILD ABUSE AND NEGLECT**

A recommended change at Reporting Child Abuse or Neglect reflects that SB 571 requires reporting within 24 hours of learning of the facts giving rise to suspicion of abuse or neglect of a child. The revision to item 1 at Making a Report also comes from SB 571.

The [Legal Tips for Policy Development](#), available in the Policy Online® Governance and Management Library (TASB login required), describe common legal concerns and best practices specific to this policy's topic.

# Explanatory Notes

## TASB Localized Policy Manual Update 126

### **Baird ISD**

#### **FFH(LLEGAL)**

#### **STUDENT WELFARE: FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION**

A section on Civil Liability has been added pursuant to HB 4623.

#### **FL(LLEGAL)**

#### **STUDENT RECORDS**

A section on Vital Statistics Records has been added due to changes in HB 229. Under Disclosure with Consent, a reference to FFA has been added for clarity in light of SB 12 requirements. SB 12 also prompted changes relating to Access by Parents. A new section on My Texas Future Admissions Data Sharing has been added to reflect changes in SB 2314. A section on Records Requests Under Education Savings Account Program has been added pursuant to SB 2.

#### **FM(LLEGAL)**

#### **STUDENT ACTIVITIES**

A cross-reference to FFAC has been included to ensure clarity around the rules surrounding concussions from SB 2398. Revisions in Parental Notice and Consent are due to SB 12. SB 401 prompted additional information at Participation by Homeschooled Students.

**Please note:** Information and a survey was emailed to districts in July regarding homeschool student participation in UIL activities. Districts that responded they were opting out of permitting homeschool students to participate in UIL activities received a draft of FD(LOCAL) with that opt-out language; a cross reference to FD(LOCAL) was placed at FM(LOCAL) for those same districts. Please contact your policy consultant if you have questions.

#### **FNA(LLEGAL)**

#### **STUDENT RIGHTS AND RESPONSIBILITIES: STUDENT EXPRESSION**

The word "encouraged" has been deleted under Prayer at School Activities pursuant to SB 11. A section on Designated Time for Prayer and Religious Reading has been included in alignment with SB 11.

In response to SB 11, new provisions are included to address the option of a board to adopt a policy designating a time for prayer and reading of the Bible or other religious text. The new law requires the board to take a vote on whether to permit this activity within six months of the legislation's effective date. Since the law was effective on September 1, the board would need to take a vote prior to March 1, 2026.

#### **FNAB(LLEGAL)**

#### **STUDENT EXPRESSION: USE OF SCHOOL FACILITIES FOR NONSCHOOL PURPOSES**

A section on Student Clubs has been added pursuant to SB 12.

#### **FNCD(LLEGAL)**

#### **STUDENT CONDUCT: TOBACCO USE AND POSSESSION**

Revisions to this code are due to SB 2024.

#### **FNCE(LLEGAL)**

#### **STUDENT CONDUCT: PERSONAL COMMUNICATION DEVICES/ELECTRONIC DEVICES**

Extensive revisions throughout are due to HB 1481. In addition, the subtopic for this policy code has been updated from Personal Telecommunications/Electronic Devices to Personal Communication Devices/Electronic Devices.

#### **FNCG(LLEGAL)**

#### **STUDENT CONDUCT: WEAPONS**

SB 1596 repealed short-barrel firearms as a prohibited weapon in the Penal Code, so that provision has been deleted.

# Explanatory Notes

## TASB Localized Policy Manual Update 126

### **Baird ISD**

#### **FNG(LEGAL)                      STUDENT RIGHTS AND RESPONSIBILITIES: STUDENT AND PARENT COMPLAINTS/GRIEVANCES**

A section on Notice to Teacher or Employee has been added pursuant to HB 2. The provisions at Disruption have been removed at this code but remain in BED(LEGAL). All other revisions are due to SB 12.

#### **FNG(LOCAL)                      STUDENT RIGHTS AND RESPONSIBILITIES: STUDENT AND PARENT COMPLAINTS/GRIEVANCES**

Substantial revisions to this student and parent complaint policy are recommended to reflect requirements in SB 12 and other legal requirements reflected in the legal framework at this code.

The [Legal Tips for Policy Development](#), available in the Policy Online® Governance and Management Library (TASB login required), describe common legal concerns and best practices specific to this policy's topic.

#### **FO(LEGAL)                      STUDENT DISCIPLINE**

Requirements relating to discipline for first-time vape offenses and information about parental involvement policies for school disciplinary placements have been added pursuant to HB 6. A section on Determination of Antisemitism has been added due to SB 326. Substantial revisions in the section on Campus Behavior Coordinators and the Parent Involvement Policy are due to HB 6. A section called No Restriction of Recess or Physical Activity has been added pursuant to SB 25. Inclusion of contractors in Video-tapes and Recordings is due to SB 12.

#### **FO(LOCAL)                      STUDENT DISCIPLINE**

Minor edits are recommended to the language regarding Video and Audio Monitoring that make such monitoring permissive and clarify what should happen when video and audio recording equipment is in use.

#### **FOA(LEGAL)                      STUDENT DISCIPLINE: REMOVAL BY TEACHER OR BUS DRIVER**

Extensive revisions throughout this legal framework are due to HB 6.

#### **FOB(LEGAL)                      STUDENT DISCIPLINE: SUSPENSION**

Revisions throughout are due to HB 6, including changes regarding both in- and out-of-school suspension, necessitating a change to the policy subtopic name.

#### **FOC(LEGAL)                      STUDENT DISCIPLINE: PLACEMENT IN A DISCIPLINARY ALTERNATIVE EDUCATION SETTING**

HB 1422 changed the victim age relating to the crime of voyeurism from younger than 14 to younger than 18. All other revisions are pursuant to HB 6.

#### **FOD(LEGAL)                      STUDENT DISCIPLINE: EXPULSION**

The section on Consideration of Virtual Education as Alternative to Expulsion is included pursuant to SB 569. All other revisions are due to HB 6.

#### **FODA(LEGAL)                      EXPULSION: JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM**

A citation adjustment has been made at Court-Ordered Placement after HB 6 repealed Education Code 37.007(d).

# Explanatory Notes

## TASB Localized Policy Manual Update 126

### **Baird ISD**

#### **FOE(LLEGAL)                      STUDENT DISCIPLINE: EMERGENCY AND ALTERNATIVE PLACEMENT**

A subsection called Single Incident has been added under Emergency Placements due to changes from HB 6.

#### **FOF(LLEGAL)                      STUDENT DISCIPLINE: STUDENTS WITH DISABILITIES**

HB 6 amended Education Code 37.001(b-1), and a slight revision under ARD Committee Required has been made as a result.

#### **FP(LLEGAL)                      STUDENT FEES, FINES, AND CHARGES**

The section on TXVSN has been retitled Hybrid or Virtual Course with language revised in accordance with SB 569. Attorney general guidance regarding Authorized Fees has also been added.

#### **GBA(LLEGAL)                      PUBLIC INFORMATION PROGRAM: ACCESS TO PUBLIC INFORMATION**

In the Information That Must Be Disclosed section, a subsection on Personal Services Contract has been added pursuant to HB 3372. A citation at Student Victim Information has been revised based on SB 571. Employee Victims has been amended based on revisions in SB 2601. Language has been added at Cybersecurity Information pursuant to HB 3112. HB 150 Cyber Command revisions prompted language and citation changes in the Texas VIRT Information section. SB 1540 adds election officials to the list of individuals who have the option to restrict access to some personal information. Additional language is included in Board Member and Employee Personnel Information due to SB 370.

#### **GBAA(LLEGAL)                      ACCESS TO PUBLIC INFORMATION: REQUESTS FOR INFORMATION**

Changes throughout are due to HB 4219.

#### **GC(LLEGAL)                      PUBLIC NOTICES**

A section on Digital Newspaper has been added due to SB 1062.

#### **GF(LLEGAL)                      PUBLIC COMPLAINTS**

Revisions throughout are the result of SB 12.

#### **GF(LOCAL)                      PUBLIC COMPLAINTS**

All recommended revisions to this local policy on public complaints stem from the applicable portions of SB 12.

The [Legal Tips for Policy Development](#), available in the Policy Online® Governance and Management Library (TASB login required), describe common legal concerns and best practices specific to this policy's topic.

#### **GKA(LLEGAL)                      COMMUNITY RELATIONS: CONDUCT ON SCHOOL PREMISES**

Additional language at Refusal of Entry or Ejection of Unauthorized Persons has been included pursuant to SB 2929.

#### **GKA(LOCAL)                      COMMUNITY RELATIONS: CONDUCT ON SCHOOL PREMISES**

Language regarding handguns is recommended for revision due to SB 706.

# Explanatory Notes

## TASB Localized Policy Manual Update 126

### **Baird ISD**

The [Legal Tips for Policy Development](#), available in the Policy Online® Governance and Management Library (TASB login required), describe common legal concerns and best practices specific to this policy's topic.

**GNB(LLEGAL)                      RELATIONS WITH EDUCATIONAL ENTITIES: REGIONAL EDUCATION SERVICE CENTERS**

The revisions relating to special education service group and dyslexia are due to HB 2.

**GRAA(LLEGAL)                      STATE AND LOCAL GOVERNMENTAL AUTHORITIES: LAW ENFORCEMENT AGENCIES**

Citation revisions are due to HB 6 and to correct a formatting issue.



*TRS-ActiveCare*  
**REGION 14**

**LEARN THE TERMS**

- **PREMIUM:** The monthly amount you pay for health care coverage.
- **DEDUCTIBLE:** The annual amount for medical expenses you're responsible to pay before your plan begins to pay.
- **COPAY:** The set amount you pay for a covered service at the time you receive it. The amount can vary based on the service.
- **COINSURANCE:** The portion you're required to pay for services after you meet your deductible. It's often a specified percentage of the costs; e.g., you pay 20% while the health care plan pays 80%.
- **OUT-OF-POCKET MAXIMUM:** The maximum amount you pay each year for medical costs. After reaching the out-of-pocket maximum, the plan pays 100% of allowable charges for covered services.

# 2025-26 TRS-ActiveCare Plan Highlights Sept. 1, 2025 – Aug. 31, 2026



All TRS-ActiveCare participants have **three plan options**. Each includes a wide range of wellness benefits

## How to Calculate Your Monthly Premium

+ Total Monthly Premium  
- Your Employer Contribution  


---

= Your Premium  
*Ask your Benefits Administrator for your district's specific premiums.*

## Being Healthy is Easy

- \$0 preventive care
- One-on-one health coaches
- Weight loss programs and nutrition
- TRS Virtual Health
- Mental health benefit
- Member Rewards that now include rewards (up to \$599 per year) for selecting top-performing providers and facilities
- No-cost, in-home virtual physical therapy to relieve common aches and pains with Airrosti Remote Recovery\*

\* No-cost after deductible is met for the TRS-ActiveCare HD plan

See the benefits guide for more details.

## Primary Plans & Mental Health

- Both TRS-ActiveCare Primary and TRS-ActiveCare Primary+ offer \$0 virtual mental health visits with Teladoc.

	TRS-ActiveCare Primary	TRS-ActiveCare Primary+	TRS-ActiveCare HD
Plan Summary	<ul style="list-style-type: none"> <li>• Lowest premium of all three plans</li> <li>• Copays for doctor visits before you meet your deductible</li> <li>• Statewide network</li> <li>• Primary Care Provider referrals required to see specialists</li> <li>• Not compatible with a Health Savings Account</li> <li>• No out-of-network coverage</li> </ul>	<ul style="list-style-type: none"> <li>• Lower deductible than the HD and Primary plans</li> <li>• Copays for many services and drugs</li> <li>• Higher premium</li> <li>• Statewide network</li> <li>• Primary Care Provider referrals required to see specialists</li> <li>• Not compatible with a Health Savings Account</li> <li>• No out-of-network coverage</li> </ul>	<ul style="list-style-type: none"> <li>• Compatible with a Health Savings Account</li> <li>• Nationwide network with out-of-network coverage</li> <li>• No requirement for Primary Care Providers or referrals</li> <li>• Must meet your deductible before plan pays for non-preventive care</li> </ul>

Monthly Premiums	Total Premium	Employer Contribution	Your Premium	Total Premium	Employer Contribution	Your Premium	Total Premium	Employer Contribution	Your Premium
Employee Only	\$492			\$576			\$506		
Employee and Spouse	\$1,329			\$1,498			\$1,367		
Employee and Children	\$837			\$980			\$861		
Employee and Family	\$1,673			\$1,901			\$1,721		

Plan Features	In-Network Coverage Only	In-Network Coverage Only	In-Network	Out-of-Network
Individual/Family Deductible	\$2,500/\$5,000	\$1,200/\$2,400	\$3,300/\$6,600	\$6,600/\$13,200
Coinsurance	You pay 30% after deductible	You pay 20% after deductible	You pay 30% after deductible	You pay 50% after deductible
Individual/Family Maximum Out of Pocket	\$8,050/\$16,100	\$6,900/\$13,800	\$8,300/\$16,600	\$20,500/\$41,000
Network	Statewide Network	Statewide Network	Nationwide Network	
PCP Required	Yes	Yes	No	

Doctor Visits				
Primary Care	\$30 copay	\$15 copay	You pay 30% after deductible	You pay 50% after deductible
Specialist	\$70 copay	\$70 copay	You pay 30% after deductible	You pay 50% after deductible

Immediate Care				
Urgent Care	\$50 copay	\$50 copay	You pay 30% after deductible	You pay 50% after deductible
Emergency Care	You pay 30% after deductible	You pay 20% after deductible	You pay 30% after deductible	
TRS Virtual Health-RediMD™	\$0 per medical consultation	\$0 per medical consultation	\$30 per medical consultation	
TRS Virtual Health-Teladoc®	\$12 per medical consultation	\$12 per medical consultation	\$42 per medical consultation	

Prescription Drugs			
Drug Deductible	Integrated with medical	\$200 deductible per participant (brand drugs only)	Integrated with medical
Generics (31-Day Supply/90-Day Supply)	\$15/\$45 copay; \$0 copay for certain generics	\$15/\$45 copay	You pay 20% after deductible; \$0 coinsurance for certain generics
Preferred (Max does not apply if brand is selected and generic is available)	You pay 30% after deductible	You pay 25% after deductible (\$100 max)/ You pay 25% after deductible (\$265 max)	You pay 25% after deductible
Non-preferred	You pay 50% after deductible	You pay 50% after deductible	You pay 50% after deductible
Specialty (31-Day Max)	\$0 if SaveOnSP eligible; You pay 30% after deductible	\$0 if SaveOnSP eligible; You pay 30% after deductible	You pay 20% after deductible
Insulin Out-of-Pocket Costs	\$25 copay for 31-day supply; \$75 for 61-90 day supply	\$25 copay for 31-day supply; \$75 for 61-90 day supply	You pay 25% after deductible

This plan is closed and not accepting new enrollees. If you're currently enrolled in TRS-ActiveCare 2, you can remain in this plan.

TRS-ActiveCare 2
<ul style="list-style-type: none"> <li>• Closed to new enrollees</li> <li>• Current enrollees can choose to stay in plan</li> <li>• Lower deductible</li> <li>• Copays for many services and drugs</li> <li>• Nationwide network with out-of-network coverage</li> <li>• No requirement for Primary Care Providers or referrals</li> </ul>

Total Premium	Employer Contribution	Your Premium
\$1,013		
\$2,402		
\$1,507		
\$2,841		

In-Network	Out-of-Network
\$1,000/\$3,000	\$2,000/\$6,000
You pay 20% after deductible	You pay 40% after deductible
\$7,900/\$15,800	\$23,700/\$47,400
Nationwide Network	
No	

\$30 copay	You pay 40% after deductible
\$70 copay	You pay 40% after deductible

\$50 copay	You pay 40% after deductible
You pay a \$250 copay plus 20% after deductible	
\$0 per medical consultation	
\$12 per medical consultation	

\$200 brand deductible
\$20/\$45 copay
You pay 25% after deductible (\$40 min/\$80 max)/ You pay 25% after deductible (\$105 min/\$210 max)
You pay 50% after deductible (\$100 min/\$200 max)/ You pay 50% after deductible (\$215 min/\$430 max)
\$0 if SaveOnSP eligible; You pay 30% after deductible (\$200 min/\$900 max) 48 No 90-day supply of specialty medications
\$25 copay for 31-day supply; \$75 for 61-90 day supply

## Compare Prices for Common Medical Services

### REMEMBER:

Call a Personal Health Guide 24/7 to help you find the best price for a medical service.  
Reach them at **1-866-355-5999**.


Benefit	TRS-ActiveCare Primary	TRS-ActiveCare Primary+	TRS-ActiveCare HD		TRS-ActiveCare 2	
	In-Network Only	In-Network Only	In-Network	Out-of-Network	In-Network	Out-of-Network
Diagnostic Labs**	Office/Independent Lab: You pay \$0	Office/Independent Lab: You pay \$0	You pay 30% after deductible	You pay 50% after deductible	Office/Independent Lab: You pay \$0	You pay 40% after deductible
	Outpatient: You pay 30% after deductible	Outpatient: You pay 20% after deductible			Outpatient: You pay 20% after deductible	
High-Tech Radiology	You pay 30% after deductible	You pay 20% after deductible	You pay 30% after deductible	You pay 50% after deductible	You pay 20% after deductible + \$100 copay per procedure	You pay 40% after deductible + \$100 copay per procedure
Outpatient Costs	You pay 30% after deductible	You pay 20% after deductible	You pay 30% after deductible	You pay 50% after deductible	You pay 20% after deductible (\$150 facility copay per incident)	You pay 40% after deductible (\$150 facility copay per incident)
Inpatient Hospital Costs	You pay 30% after deductible	You pay 20% after deductible	You pay 30% after deductible	You pay 50% after deductible (\$500 facility per day maximum)	You pay 20% after deductible (\$150 facility copay per day)	You pay 40% after deductible (\$500 facility copay per incident)
Freestanding Emergency Room	You pay \$500 copay + 30% after deductible	You pay \$500 copay + 20% after deductible	You pay \$500 copay + 30% after deductible	You pay \$500 copay + 50% after deductible	You pay \$500 copay + 20% after deductible	You pay \$500 copay + 40% after deductible
Bariatric Surgery	Facility: You pay 30% after deductible	Facility: You pay 20% after deductible	Not Covered	Not Covered	Facility: You pay 20% after deductible (\$150 facility copay per day)	Not Covered
	Professional Services: You pay \$5,000 copay + 30% after deductible	Professional Services: You pay \$5,000 copay + 20% after deductible			Professional Services: You pay \$5,000 copay + 20% after deductible	
	Only covered if rendered at a BDC+ facility	Only covered if rendered at a BDC+ facility			Only covered if rendered at a BDC+ facility	
Annual Vision Exam (one per plan year; performed by an ophthalmologist or optometrist)	You pay \$70 copay	You pay \$70 copay	You pay 30% after deductible	You pay 50% after deductible	You pay \$70 copay	You pay 40% after deductible
Annual Hearing Exam (one per plan year)	\$30 PCP copay \$70 specialist copay	\$15 PCP copay \$70 specialist copay	You pay 30% after deductible	You pay 50% after deductible	\$30 PCP copay \$70 specialist copay	You pay 40% after deductible

*\*\*Pre-certification for genetic and specialty testing may apply. Contact a PHG at 1-866-355-5999 with questions.*

## 2025-26 Health Maintenance Organization Plans and Premiums for Select Regions of the State

**REMEMBER:** When you choose an HMO, you're choosing a regional network.

TRS contracts with HMOs in certain regions to bring participants in those areas additional options. HMOs set their own rates and premiums. They're fully insured products who pay their own claims.

	<b>Blue Essentials - South Texas HMO<sup>SM</sup></b> <i>Brought to you by TRS-ActiveCare</i>	<b>Blue Essentials - West Texas HMO<sup>SM</sup></b> <i>Brought to you by TRS-ActiveCare</i>
	<b>You can choose this plan if you live in one of these counties:</b> Cameron, Hidalgo, Starr, Willacy	<b>You can choose this plan if you live in one of these counties:</b> Andrews, Armstrong, Bailey, Borden, Brewster, Briscoe, Callahan, Carson, Castro, Childress, Cochran, Coke, Coleman, Collingsworth, Comanche, Concho, Cottle, Crane, Crockett, Crosby, Dallam, Dawson, Deaf Smith, Dickens, Donley, Eastland, Ector, Fisher, Floyd, Gaines, Garza, Glasscock, Gray, Hale, Hall, Hansford, Hartley, Haskell, Hemphill, Hockley, Howard, Hutchinson, Irion, Jones, Kent, Kimble, King, Knox, Lamb, Lipscomb, Llano, Loving, Lubbock, Lynn, Martin, Mason, McCulloch, Menard, Midland, Mitchell, Moore, Motley, Nolan, Ochiltree, Oldham, Parmer, Pecos, Potter, Randall, Reagan, Reeves, Roberts, Runnels, San Saba, Schleicher, Scurry, Shackelford, Sherman, Stephens, Sterling, Stonewall, Sutton, Swisher, Taylor, Terry, Throckmorton, Tom Green, Upton, Ward, Wheeler, Winkler, Yoakum

<b>Total Monthly Premiums</b>	Total Premium	Employer Contribution	Your Premium	Total Premium	Employer Contribution	Your Premium
Employee Only	-	-	-	\$1,214.50		
Employee and Spouse	-	-	-	\$2,961.60		
Employee and Children	-	-	-	\$1,915.00		
Employee and Family	-	-	-	\$3,145.30		

<b>Plan Features</b>		
Type of Coverage	N/A	In-Network Coverage Only
Individual/Family Deductible	N/A	\$950/\$2,850
Coinsurance	N/A	You pay 25% after deductible
Individual/Family Maximum Out of Pocket	N/A	\$7,450/\$14,900

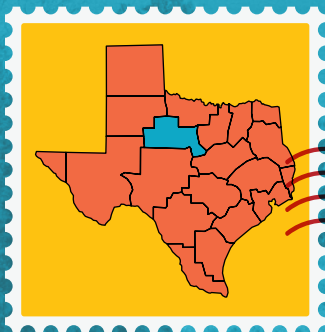
<b>Doctor Visits</b>		
Primary Care	N/A	\$20 copay
Specialist	N/A	\$70 copay

<b>Immediate Care</b>		
Urgent Care	N/A	\$50 copay
Emergency Care	N/A	\$500 copay before deductible + 25% after deductible

<b>Prescription Drugs</b>		
Drug Deductible	N/A	\$150
Days Supply	N/A	30-Day Supply/90-Day Supply
Generics	N/A	\$5/\$12.50 copay; \$0 for certain generics
Preferred Brand	N/A	You pay 30% after deductible
Non-preferred Brand	N/A	You pay 50% after deductible
Specialty	N/A	You pay 15%/25% after deductible (preferred/non-preferred)

*With TRS-ActiveCare, the Big Country is covered by the biggest network of doctors and hospitals in Texas.*

# TRS-ActiveCare REGION 14



## TRS-ActiveCare Plan Highlights 2024-25



### Learn the Terms.

- **Premium:** The monthly amount you pay for health care coverage.
- **Deductible:** The annual amount for medical expenses you're responsible to pay before your plan begins to pay.
- **Copay:** The set amount you pay for a covered service at the time you receive it. The amount can vary based on the service.
- **Coinsurance:** The portion you're required to pay for services after you meet your deductible. It's often a specified percentage of the costs; e.g., you pay 20% while the health care plan pays 80%.
- **Out-of-Pocket Maximum:** The maximum amount you pay each year for medical costs. After reaching the out-of-pocket maximum, the plan pays 100% of allowable charges for covered services.

# 2024-25 TRS-ActiveCare Plan Highlights Sept. 1, 2024 – Aug. 31, 2025



All TRS-ActiveCare participants have **three plan options**. Each includes a wide range of wellness benefits.

## How to Calculate Your Monthly Premium

**Total Monthly Premium**  
 - Your Employer Contribution  
 = **Your Premium**  
*Ask your Benefits Administrator for your district's specific premiums.*

## Wellness Benefits at No Extra Cost\*

Being healthy is easy with:

- \$0 preventive care
- 24/7 customer service
- One-on-one health coaches
- Weight loss programs
- Nutrition programs
- Ovia™ pregnancy support
- TRS Virtual Health
- Mental health benefits
- And much more!

*\*Available for all plans. See the benefits guide for more details.*

## Primary Plans & Mental Health

- Both Primary and Primary+ offer \$0 virtual mental health visits with any in-network provider.

	TRS-ActiveCare Primary	TRS-ActiveCare Primary+	TRS-ActiveCare HD
Plan Summary	<ul style="list-style-type: none"> <li>• Lowest premium of all three plans</li> <li>• Copays for doctor visits before you meet your deductible</li> <li>• Statewide network</li> <li>• Primary Care Provider referrals required to see specialists</li> <li>• Not compatible with a Health Savings Account</li> <li>• No out-of-network coverage</li> </ul>	<ul style="list-style-type: none"> <li>• Lower deductible than the HD and Primary plans</li> <li>• Copays for many services and drugs</li> <li>• Higher premium</li> <li>• Statewide network</li> <li>• Primary Care Provider referrals required to see specialists</li> <li>• Not compatible with a Health Savings Account</li> <li>• No out-of-network coverage</li> </ul>	<ul style="list-style-type: none"> <li>• Compatible with a Health Savings Account</li> <li>• Nationwide network with out-of-network coverage</li> <li>• No requirement for Primary Care Providers or referrals</li> <li>• Must meet your deductible before plan pays for non-preventive care</li> </ul>

Monthly Premiums	Total Premium	Employer Contribution	Your Premium	Total Premium	Employer Contribution	Your Premium	Total Premium	Employer Contribution	Your Premium
Employee Only	\$449	-	-	\$527	-	-	\$462	-	-
Employee and Spouse	\$1,213	-	-	\$1,371	-	-	\$1,248	-	-
Employee and Children	\$764	-	-	\$896	-	-	\$786	-	-
Employee and Family	\$1,527	-	-	\$1,740	-	-	\$1,571	-	-

Plan Features	In-Network Coverage Only	In-Network Coverage Only	In-Network	Out-of-Network
Type of Coverage	In-Network Coverage Only	In-Network Coverage Only	In-Network	Out-of-Network
Individual/Family Deductible	\$2,500/\$5,000	\$1,200/\$2,400	\$3,200/\$6,400	\$6,400/\$12,800
Coinsurance	You pay 30% after deductible	You pay 20% after deductible	You pay 30% after deductible	You pay 50% after deductible
Individual/Family Maximum Out of Pocket	\$8,050/\$16,100	\$6,900/\$13,800	\$8,050/\$16,100	\$20,250/\$40,500
Network	Statewide Network	Statewide Network	Nationwide Network	
PCP Required	Yes	Yes	No	

Doctor Visits				
Primary Care	\$30 copay	\$15 copay	You pay 30% after deductible	You pay 50% after deductible
Specialist	\$70 copay	\$70 copay	You pay 30% after deductible	You pay 50% after deductible

Immediate Care				
Urgent Care	\$50 copay	\$50 copay	You pay 30% after deductible	You pay 50% after deductible
Emergency Care	You pay 30% after deductible	You pay 20% after deductible	You pay 30% after deductible	
TRS Virtual Health-RediMD™	\$0 per medical consultation	\$0 per medical consultation	\$30 per medical consultation	
TRS Virtual Health-Teladoc®	\$12 per medical consultation	\$12 per medical consultation	\$42 per medical consultation	

Prescription Drugs				
Drug Deductible	Integrated with medical	\$200 deductible per participant (brand drugs only)	Integrated with medical	
Generics (31-Day Supply/90-Day Supply)	\$15/\$45 copay; \$0 copay for certain generics	\$15/\$45 copay	You pay 20% after deductible; \$0 coinsurance for certain generics	
Preferred (Max does not apply if brand is selected and generic is available)	You pay 30% after deductible	You pay 25% after deductible (\$100 max)/ You pay 25% after deductible (\$265 max)	You pay 25% after deductible	
Non-preferred	You pay 50% after deductible	You pay 50% after deductible	You pay 50% after deductible	
Specialty (31-Day Max)	\$0 if SaveOnSP eligible; You pay 30% after deductible	\$0 if SaveOnSP eligible; You pay 30% after deductible	You pay 20% after deductible	
Insulin Out-of-Pocket Costs	\$25 copay for 31-day supply; \$75 for 61-90 day supply	\$25 copay for 31-day supply; \$75 for 61-90 day supply	You pay 25% after deductible	

**This plan is closed and not accepting new enrollees. If you're currently enrolled in TRS-ActiveCare 2, you can remain in this plan.**

TRS-ActiveCare 2
<ul style="list-style-type: none"> <li>• Closed to new enrollees</li> <li>• Current enrollees can choose to stay in plan</li> <li>• Lower deductible</li> <li>• Copays for many services and drugs</li> <li>• Nationwide network with out-of-network coverage</li> <li>• No requirement for Primary Care Providers or referrals</li> </ul>

Total Premium	Employer Contribution	Your Premium
\$1,013	-	-
\$2,402	-	-
\$1,507	-	-
\$2,841	-	-

In-Network	Out-of-Network
\$1,000/\$3,000	\$2,000/\$6,000
You pay 20% after deductible	You pay 40% after deductible
\$7,900/\$15,800	\$23,700/\$47,400
Nationwide Network	
No	

\$30 copay	You pay 40% after deductible
\$70 copay	You pay 40% after deductible

\$50 copay	You pay 40% after deductible
You pay a \$250 copay plus 20% after deductible	
\$0 per medical consultation	
\$12 per medical consultation	

\$200 brand deductible
\$20/\$45 copay
You pay 25% after deductible (\$40 min/\$80 max)/ You pay 25% after deductible (\$105 min/\$210 max)
You pay 50% after deductible (\$100 min/\$200 max)/ You pay 50% after deductible (\$215 min/\$430 max)
\$0 if SaveOnSP eligible; You pay 30% after deductible (\$200 min/\$900 max) 152 No 90-day supply of specialty medications
\$25 copay for 31-day supply; \$75 for 61-90 day supply

## Compare Prices for Common Medical Services

### REMEMBER:

Call a Personal Health Guide 24/7 to help you find the best price for a medical service.  
Reach them at **1-866-355-5999**.


Benefit	TRS-ActiveCare Primary	TRS-ActiveCare Primary+	TRS-ActiveCare HD		TRS-ActiveCare 2	
	In-Network Only	In-Network Only	In-Network	Out-of-Network	In-Network	Out-of-Network
Diagnostic Labs**	Office/Independent Lab: You pay \$0	Office/Independent Lab: You pay \$0	You pay 30% after deductible	You pay 50% after deductible	Office/Independent Lab: You pay \$0	You pay 40% after deductible
	Outpatient: You pay 30% after deductible	Outpatient: You pay 20% after deductible			Outpatient: You pay 20% after deductible	
High-Tech Radiology	You pay 30% after deductible	You pay 20% after deductible	You pay 30% after deductible	You pay 50% after deductible	You pay 20% after deductible + \$100 copay per procedure	You pay 40% after deductible + \$100 copay per procedure
Outpatient Costs	You pay 30% after deductible	You pay 20% after deductible	You pay 30% after deductible	You pay 50% after deductible	You pay 20% after deductible (\$150 facility copay per incident)	You pay 40% after deductible (\$150 facility copay per incident)
Inpatient Hospital Costs	You pay 30% after deductible	You pay 20% after deductible	You pay 30% after deductible	You pay 50% after deductible (\$500 facility per day maximum)	You pay 20% after deductible (\$150 facility copay per day)	You pay 40% after deductible (\$500 facility copay per incident)
Freestanding Emergency Room	You pay \$500 copay + 30% after deductible	You pay \$500 copay + 20% after deductible	You pay \$500 copay + 30% after deductible	You pay \$500 copay + 50% after deductible	You pay \$500 copay + 20% after deductible	You pay \$500 copay + 40% after deductible
Bariatric Surgery	Facility: You pay 30% after deductible	Facility: You pay 20% after deductible	Not Covered	Not Covered	Facility: You pay 20% after deductible (\$150 facility copay per day)	Not Covered
	Professional Services: You pay \$5,000 copay + 30% after deductible	Professional Services: You pay \$5,000 copay + 20% after deductible			Professional Services: You pay \$5,000 copay + 20% after deductible	
	Only covered if rendered at a BDC+ facility	Only covered if rendered at a BDC+ facility			Only covered if rendered at a BDC+ facility	
Annual Vision Exam (one per plan year; performed by an ophthalmologist or optometrist)	You pay \$70 copay	You pay \$70 copay	You pay 30% after deductible	You pay 50% after deductible	You pay \$70 copay	You pay 40% after deductible
Annual Hearing Exam (one per plan year)	\$30 PCP copay \$70 specialist copay	\$15 PCP copay \$70 specialist copay	You pay 30% after deductible	You pay 50% after deductible	\$30 PCP copay \$70 specialist copay	You pay 40% after deductible

*\*\*Pre-certification for genetic and specialty testing may apply. Contact a PHG at 1-866-355-5999 with questions.*

## 2024-25 Health Maintenance Organization Plans and Premiums for Select Regions of the State

**REMEMBER:** When you choose an HMO, you're choosing a regional network.

TRS contracts with HMOs in certain regions to bring participants in those areas additional options. HMOs set their own rates and premiums. They're fully insured products who pay their own claims.

	<b>Blue Essentials - South Texas HMO<sup>SM</sup></b> <i>Brought to you by TRS-ActiveCare</i>	<b>Blue Essentials - West Texas HMO<sup>SM</sup></b> <i>Brought to you by TRS-ActiveCare</i>
	<b>You can choose this plan if you live in one of these counties:</b> Cameron, Hidalgo, Starr, Willacy	<b>You can choose this plan if you live in one of these counties:</b> Andrews, Armstrong, Bailey, Borden, Brewster, Briscoe, Callahan, Carson, Castro, Childress, Cochran, Coke, Coleman, Collingsworth, Comanche, Concho, Cottle, Crane, Crockett, Crosby, Dallam, Dawson, Deaf Smith, Dickens, Donley, Eastland, Ector, Fisher, Floyd, Gaines, Garza, Glasscock, Gray, Hale, Hall, Hansford, Hartley, Haskell, Hemphill, Hockley, Howard, Hutchinson, Irion, Jones, Kent, Kimble, King, Knox, Lamb, Lipscomb, Llano, Loving, Lubbock, Lynn, Martin, Mason, McCulloch, Menard, Midland, Mitchell, Moore, Motley, Nolan, Ochiltree, Oldham, Parmer, Pecos, Potter, Randall, Reagan, Reeves, Roberts, Runnels, San Saba, Schleicher, Scurry, Shackelford, Sherman, Stephens, Sterling, Stonewall, Sutton, Swisher, Taylor, Terry, Throckmorton, Tom Green, Upton, Ward, Wheeler, Winkler, Yoakum

<b>Total Monthly Premiums</b>	Total Premium	Employer Contribution	Your Premium	Total Premium	Employer Contribution	Your Premium
Employee Only	-	-	-	\$1,011.20	-	-
Employee and Spouse	-	-	-	\$2,462.32	-	-
Employee and Children	-	-	-	\$1,593.00	-	-
Employee and Family	-	-	-	\$2,614.90	-	-

<b>Plan Features</b>		
Type of Coverage	N/A	In-Network Coverage Only
Individual/Family Deductible	N/A	\$950/\$2,850
Coinsurance	N/A	You pay 25% after deductible
Individual/Family Maximum Out of Pocket	N/A	\$7,450/\$14,900

<b>Doctor Visits</b>		
Primary Care	N/A	\$20 copay
Specialist	N/A	\$70 copay

<b>Immediate Care</b>		
Urgent Care	N/A	\$50 copay
Emergency Care	N/A	\$500 copay before deductible + 25% after deductible

<b>Prescription Drugs</b>		
Drug Deductible	N/A	\$150
Days Supply	N/A	30-Day Supply/90-Day Supply
Generics	N/A	\$5/\$12.50 copay; \$0 for certain generics
Preferred Brand	N/A	You pay 30% after deductible
Non-preferred Brand	N/A	You pay 50% after deductible
Specialty	N/A	You pay 15%/25% after deductible (preferred/non-preferred)



Your medical benefits provide you with access to people, resources, and tools to help you when you aren't feeling your best. The plans have different levels of copays, deductibles, and out-of-pocket maximums. Make an informed decision by reading brief descriptions of your coverage options. The medical program, administered by **Baylor Scott and White**, provides the framework for your health and well-being.

<b>Medical Premiums</b>		<b>Baylor Scott and White Medical Cost Comparison</b>				
<b>Employee Monthly Rates</b>		<b>BSW Plus HMO LC5HA1Q2</b>	<b>BSW Premier HMO LE5HB1S2</b>	<b>BSW Plus HMO LC5HA1K2</b>	<b>BSW Plus HMO LC5HA3H2</b>	<b>BSW Access PPO UHB5J1M2</b>
<b>Employee</b>		\$330.08	\$284.77	\$413.63	\$485.32	\$484.22
<b>+ Spouse</b>		\$1,429.47	\$1,303.19	\$1,662.38	\$1,862.18	\$1,859.13
<b>+ Child(ren)</b>		\$781.37	\$702.82	\$926.24	\$1,050.51	\$1,048.61
<b>+ Family</b>		\$1,826.90	\$1,671.34	\$2,113.80	\$2,359.92	\$2,356.16

If there is any discrepancy between the plan details in this benefits guide and the official plan documents, the language in the official plan documents shall prevail as accurate. 155

# MEDICAL PLAN COMPARISON

	BSW Plus HMO LC5HA1Q2		BSW Premier HMO LE5HB1S2		BSW Plus HMO LC5HA1K2	
<b>PLAN FEATURES (INDIVIDUAL/FAMILY)</b>						
Type of Coverage	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Deductible	\$7,500/\$15,000	Not Covered	\$7,000/\$14,000	Not Covered	\$4,500/\$9,000	N/A
Coinsurance	10% After Deductible	Not Covered	0% After Deductible	Not Covered	20% After Deductible	Not Covered
Max Out-of-Pocket	\$9,200/\$18,400	Not Covered	\$7,000/\$14,000	Not Covered	\$7,000/\$14,000	Not Covered
Primary Care Provider (PCP) Required	No	No	No	No	No	No
<b>DOCTORS VISITS</b>						
Primary Care	\$30 Copay	Not Covered	0% After Deductible	Not Covered	\$25 Copay	Not Covered
Specialist	\$60 Copay	Not Covered	0% After Deductible	Not Covered	\$50 Copay	Not Covered
<b>IMMEDIATE CARE</b>						
Urgent Care	\$50 Copay	\$50 Copay	0% After Deductible	0% After Deductible	\$50 Copay	\$50 Copay
Emergency Room	\$500 Copay plus 10% coinsurance, Deductible does not apply	\$500 Copay plus 10% coinsurance, Deductible does not apply	0% After Deductible	0% After Deductible	\$500 Copay plus 20% coinsurance, Deductible does not apply	\$500 Copay plus 20% coinsurance, Deductible does not apply
Preventive Care	No Charge	Not Covered	No Charge	Not Covered	No Charge	Not Covered
Diagnostic X-Ray and Labs	No Charge	Not Covered	0% Coinsurance after Deductible	Not Covered	No Charge	Not Covered
MRI, CAT Scan, PET Scan	10% Copay Deductible does not apply	Not Covered	0% Coinsurance after Deductible	Not Covered	20% Copay	Not Covered
Hospital In/Out Patient	10% Copay after Deductible for facility and physician services	Not Covered	0% after Deductible for facility and physician services	Not Covered	20% After Deductible	Not Covered
<b>PRESCRIPTION DRUGS</b>						
Retail (30-Day) Generic/Preferred Generic/Non-preferred	Tier 1: \$0 Copay Tier 2: \$10 Copay	Not Covered	0% After Deductible	Not Covered	Tier 1: \$0 Copay Tier 2: \$10 Copay	Not Covered
Retail (30-Day) Brand/Preferred Brand/Non-Preferred	Tier 3: \$50 Copay Tier 4: \$115 Copay	Not Covered	\$0 Coinsurance After Deductible	Not Covered	Tier 3: \$50 Copay Tier 4: \$115 Copay	Not Covered
Specialty	Tier 1: \$100 Tier 2: \$175 Tier 3: \$350	Not Covered	0% coinsurance after Deductible	Not Covered	Tier 1: \$100 Tier 2: \$175 Tier 3: \$350	Not Covered
<b>MAIL ORDER DRUGS</b>						
90-day supply	REFER TO PLAN DOCUMENTS FOR DETAILED INFORMATION					

# MEDICAL PLAN COMPARISON

	BSW Plus HMO LC5HA3H2		BSW Access PPO UHB5J1M2	
<b>PLAN FEATURES (INDIVIDUAL/FAMILY)</b>				
Type of Coverage	In-Network	Out-of-Network	In-Network	Out-of-Network
Deductible	\$3,000/\$6,000	Not Covered	\$5,500/\$11,000	\$11,000/\$22,000
Coinsurance	20% After Deductible	Not Covered	20% After Deductible	50% After Deductible
Max Out-of-Pocket	\$6,000/\$12,000	Not Covered	\$7,000/\$14,000	\$21,000/\$42,000
Primary Care Provider (PCP) Required	No	No	No	No
<b>DOCTORS VISITS</b>				
Primary Care	\$25 Copay	Not Covered	\$30 Copay	50% coinsurance
Specialist	\$50 Copay	Not Covered	\$60 Copay	50% coinsurance
<b>IMMEDIATE CARE</b>				
Urgent Care	\$50 Copay	\$50 Copay	\$50 Copay	\$50 Copay
Emergency Room	\$500 Copay per visit plus 20% coinsurance	\$500 Copay per visit plus 20% coinsurance	\$500 Copay per visit plus 20% coinsurance	\$500 Copay per visit plus 20% coinsurance
Preventive Care	No Charge	Not Covered	No Charge	50% After Deductible
Diagnostic X-Ray and Labs	No Charge	Not Covered	No Charge	50% After Deductible
MRI, CAT Scan, PET Scan	20% Copay	Not Covered	20% coinsurance	50% After Deductible
Hospital In/Out Patient	20% After Deductible	Not Covered	20% After Deductible	50% After Deductible
<b>PRESCRIPTION DRUGS</b>				
Retail (30-Day) Generic/Preferred Generic/Non-preferred	Tier 1: \$0 Copay Tier 2: \$10 Copay	Not Covered	Tier 1: \$0 Copay Tier 2: \$10 Copay	50% coinsurance
Retail (30-Day) Brand/Preferred Brand/Non-Preferred	Tier 3: \$50 Copay Tier 4: \$115 Copay	Not Covered	Tier 3: \$50 Copay Tier 4: \$115 Copay	50% coinsurance
Specialty	Tier 1: \$100 Tier 2: \$175 Tier 3: \$350	Not Covered	Tier 1: \$100 Tier 2: \$175 Tier 3: \$350	50% coinsurance
<b>MAIL ORDER DRUGS</b>				
90-day supply	REFER TO PLAN DOCUMENTS FOR DETAILED INFORMATION			

If there is any discrepancy between the plan details in this benefits guide and the official plan documents, the language in the official plan documents shall prevail as accurate.