



Regular Meeting of the Iowa Park CISD Board of Trustees
6:00 PM on August 25, 2025
Iowa Park Administration Building
328 East Highway
Iowa Park, Texas 76367

- I. **CALL TO ORDER**
- II. **ACKNOWLEDGMENTS AND RECOGNITION**
 - A. Ryahn Raschke TGCA Cross Country All Star
- III. **PUBLIC COMMENT**
- IV. **AGENDA ITEMS**
 - A. Consent Agenda
 - 1. Request for Approval of Bill Payments

2

MONTHLY SUMMARY FOR BOARD
JULY 2025

ACCOUNT DESCRIPTION	AMOUNT
ATHLETIC GATES	3,900.00
AUDIT SERVICES	1,600.00
CAPITAL LEASE INT	406.52
CAPITAL LEASE PRINT	2,700.56
CONT MAINT & REPAIR	70,606.15
DUES	470.00
ELECTRICITY	93,182.74
EMPLOYEE TRAVEL	14,634.81
EQUIPMENT	8,541.42
FUEL FOR VEHICLES	5,933.06
GARBAGE	4,700.35
GAS	2,206.52
GENERAL SUPPLIES	73,997.61
INS & BOND COSTS	1,205.50
LEGAL SERVICES	11,686.70
MAINT SUPPLIES	16,994.23
MEMBERSHIP/FEES/AWARDS	1,370.00
MISC. CONT SERVICES	8,953.99
MISC. OPER COSTS	13,143.06
PROF SERVICES	583.50
READING MATERIALS & BOOKS	292.32
RENTALS/OPER LEASES	50,050.27
REQUIRED PUBLIC NOTICES	629.20
STUDENT TRAVEL	3,203.76
TAX APP & COLL	249.00
TELEPHONE	2,105.27
TEXTBOOKS	3,439.98
WATER	1,592.55
TOTAL	398,379.07

COMMENT	ACCOUNT	PO	CHECK	CHECK	AMOUNT
	DESCRIPTION	VENDOR	NUMBER	NUMBER DATE	
	ATHELTIC GATES	Abby Frost	0	77288 07/31/2025	300.00
		Abby Frost	0	77289 07/31/2025	3,000.00
		Abby Frost	0	77290 07/31/2025	600.00
		Totals for ATHELTIC GATES			3,900.00
	AUDIT SERVICES	Edgin, Parkman, Fleming	0	77139 07/03/2025	1,600.00
		Totals for AUDIT SERVICES			1,600.00
	CAPITAL LEASE INT	Benchmark Business Solut	0	77175 07/10/2025	34.47
		Benchmark Business Solut	0	77269 07/24/2025	372.05
		Totals for CAPITAL LEASE INT			406.52
	CAPITAL LEASE PRIN	Benchmark Business Solut	0	77175 07/10/2025	250.53
		Benchmark Business Solut	0	77269 07/24/2025	2,450.03
		Totals for CAPITAL LEASE PRIN			2,700.56
	CONT MAINT & REPAIR	Resurrection Lawn Care	0	11494 07/14/2025	900.00
		EV Electric & Security,	0	77140 07/03/2025	49.05
		Resurrection Lawn Care	0	77155 07/03/2025	900.00
		AMX Environmental, Ltd.	7500024190	77170 07/10/2025	25,940.00
		Athletic Supply Inc.	2500642	77174 07/10/2025	7,423.00
			2500642	07/10/2025	3,577.00
		Dept. of State Health Se	0	77194 07/10/2025	57.00
		Natus Sensory, Inc.	7502500958	77212 07/10/2025	300.00
		Rush Truck Center	7500024251	77216 07/10/2025	2,764.98
		Syntrio Solutions LLC	7502501328	77220 07/10/2025	80.00
		Trinity Air Conditioning	7500024235	77222 07/10/2025	1,167.00
		Danny Griner Paint & Bod	0	77233 07/17/2025	3,874.25
		EV Electric & Security,	0	77235 07/17/2025	49.05
		Herb Easley Motors Inc.	7500024253	77239 07/17/2025	3,721.89
		Holt Truck Centers	7500024258	77240 07/17/2025	1,057.13
		Kent's Tire Service, Inc	7500024265	77241 07/17/2025	2,351.50
		Next Step Innovation	2500830	77244 07/17/2025	1,050.00
		AT&T	0	77267 07/24/2025	80.64
		Cole Termite & Pest Cont	0	77272 07/24/2025	200.00
			0	07/24/2025	200.00
			0	07/24/2025	200.00
			0	07/24/2025	200.00
			0	07/24/2025	145.00
		Kent's Tire Service, Inc	7500024262	77275 07/24/2025	886.38
		MJYC.tech	7502501375	77277 07/24/2025	2,430.00
		Resurrection Lawn Care	0	77278 07/24/2025	900.00
		Shepherd Ag & Welding	7500024208	77280 07/24/2025	2,100.00
		Stewart & Stevenson Serv	7500024256	77282 07/24/2025	727.60
			7500024250	07/24/2025	546.27
		Superior Refrigeration,	7500024267	77284 07/24/2025	440.00
		Kent's Tire Service, Inc	7500024280	77300 07/31/2025	414.40
		Rush Truck Center	7500024282	77308 07/31/2025	5,874.01
		Totals for CONT MAINT & REPAIR			70,606.15
	DUES	Agriculture Teachers Ass	7502501295	77133 07/03/2025	470.00
		Totals for DUES			470.00
	ELECTRICITY	TXU Energy	0	77161 07/03/2025	2,180.80
			0	07/03/2025	9,833.21
			0	07/03/2025	5,511.04

COMMENT	ACCOUNT	PO	CHECK	CHECK	AMOUNT
	DESCRIPTION	VENDOR	NUMBER	NUMBER DATE	
	ELECTRICITY	TXU Energy	0	77161 07/03/2025	2,862.50
			0	07/03/2025	3,187.94
			0	07/03/2025	979.95
			0	07/03/2025	333.55
			0	07/03/2025	2,630.57
			0	07/03/2025	14,855.73
			0	07/03/2025	7,396.54
			0	07/03/2025	3,221.92
			0	07/03/2025	4,234.58
			0	07/03/2025	1,444.03
			0	07/03/2025	432.88
		TXU Energy	0	77312 07/31/2025	3,228.58
			0	07/31/2025	14,540.95
			0	07/31/2025	7,877.05
			0	07/31/2025	1,964.28
			0	07/31/2025	4,104.10
			0	07/31/2025	1,741.92
			0	07/31/2025	620.62
			Totals for ELECTRICITY		93,182.74
EMPLOYEE TRAVEL	Amy Fischer	0	77135	07/03/2025	58.98
	Jade Oates	0	77148	07/03/2025	254.00
	Jeanette Slack	0	77149	07/03/2025	57.00
	Amy Garcia	0	77171	07/10/2025	144.00
	Andrew Garcia	0	77172	07/10/2025	144.00
	Blake Swenson	0	77177	07/10/2025	144.00
	Bryan Wood	0	77179	07/10/2025	206.00
	Card Service Center	0	77183	07/10/2025	697.88
	Card Service Center	0	77184	07/10/2025	1,274.99
	Card Service Center	0	77185	07/10/2025	916.74
	Card Service Center	0	77186	07/10/2025	601.79
	Chris Ellis	0	77187	07/10/2025	144.00
	Citibank	0	77189	07/10/2025	394.74
		0		07/10/2025	783.54
		0		07/10/2025	2,297.92
		0		07/10/2025	2,136.15
		0		07/10/2025	677.40
		0		07/10/2025	503.94
	Comdata	0	77192	07/10/2025	25.37
		0		07/10/2025	43.55
		0		07/10/2025	44.68
		0		07/10/2025	70.44
		0		07/10/2025	63.97
		0		07/10/2025	56.64
		0		07/10/2025	59.09
	Jacobi Sidlauskas	0	77199	07/10/2025	144.00
	Jason Young	0	77200	07/10/2025	144.00
	Jayne Beckham	0	77201	07/10/2025	57.00
	Jessie Spragins	0	77202	07/10/2025	57.00
	Justin Hicks	0	77204	07/10/2025	144.00
	Kaden Ashlock	0	77205	07/10/2025	144.00
	Lance Veitenheimer	0	77206	07/10/2025	144.00
	Malachi Naef	0	77209	07/10/2025	144.00
	Region 9 ESC	7502501293	77215	07/10/2025	150.00
	Tyler Duggins	0	77223	07/10/2025	144.00
	Tyrus Sheehan	0	77224	07/10/2025	144.00

COMMENT	ACCOUNT	PO	CHECK	CHECK	AMOUNT
	DESCRIPTION	VENDOR	NUMBER	NUMBER DATE	
	EMPLOYEE TRAVEL	Cindy Teichman	0	77232 07/17/2025	28.00
		TASSP	7502501344	77253 07/17/2025	365.00
			7502501346	07/17/2025	365.00
			7502501345	07/17/2025	365.00
		Texas Dept of Licensing	0	77254 07/17/2025	45.00
		Region 9 ESC	7500024244	77307 07/31/2025	250.00
		Totals for EMPLOYEE TRAVEL			14,634.81
	EQUIPMENT	Krueger International, I	7502501204	77242 07/17/2025	8,541.42
		Totals for EQUIPMENT			8,541.42
	FUEL FOR VEHICLES	Schaeffer Mfg. Co.	7500024239	77250 07/17/2025	5,933.06
		Totals for FUEL FOR VEHICLES			5,933.06
	GARBAGE	Waste Connections-Lone S	0	77225 07/10/2025	506.28
			0	07/10/2025	153.54
			0	07/10/2025	1,490.94
			0	07/10/2025	76.77
			0	07/10/2025	993.96
			0	07/10/2025	662.66
			0	07/10/2025	662.66
			0	07/10/2025	153.54
		Totals for GARBAGE			4,700.35
	GAS	ATMOS Energy	0	77268 07/24/2025	273.83
			0	07/24/2025	629.00
			0	07/24/2025	234.16
			0	07/24/2025	209.90
			0	07/24/2025	278.01
			0	07/24/2025	453.63
			0	07/24/2025	127.99
		Totals for GAS			2,206.52
	GENERAL SUPPLIES	Amazon Capital Services	7502501340	77134 07/03/2025	424.31
			7502501355	07/03/2025	478.51
			7502501355	07/03/2025	1,871.75
			7502501146	07/03/2025	76.46
		Liberty Office Products	7502501113	77151 07/03/2025	1,966.02
		Tucker Ag Products	7502501362	77160 07/03/2025	656.75
		ACCO Brands USA LLC	7502501219	77165 07/10/2025	2,760.17
		ACE of Iowa Park	0	77166 07/10/2025	462.62
			7500024204	07/10/2025	199.00
		Amazon Capital Services	7502501339	77169 07/10/2025	164.97
			7502501352	07/10/2025	116.11
			7502501347	07/10/2025	93.06
			7502501342	07/10/2025	304.57
			7502501341	07/10/2025	119.48
			7502501338	07/10/2025	68.92
			7502501364	07/10/2025	1,519.37
		BJD Engraving LLC	0	77176 07/10/2025	61.70
		Communican & Baylor Brie	7502501103	77193 07/10/2025	396.46
		Heinemann	7502501363	77197 07/10/2025	21,075.92
		ODP Business Solutions,	7502501356	77214 07/10/2025	197.30
		Spring House Water Co.,I	0	77218 07/10/2025	43.99
			0	07/10/2025	64.99
		Amazon Capital Services	7502501290	77227 07/17/2025	806.52

COMMENT	ACCOUNT	PO	CHECK	CHECK	
	DESCRIPTION	VENDOR	NUMBER	NUMBER	DATE
					AMOUNT
	GENERAL SUPPLIES	Amazon Capital Services	7502501290	77227	07/17/2025
			7502501360		07/17/2025
			7502501348		07/17/2025
			7502501359		07/17/2025
			7502501350		07/17/2025
		Evergreen Electronics, I	7502501262	77236	07/17/2025
			7502501262		07/17/2025
			7502501262		07/17/2025
			7502501262		07/17/2025
			7502501262		07/17/2025
			7502501262		07/17/2025
			7502501262		07/17/2025
		Lynk Automation	7502501358	77243	07/17/2025
		ODP Business Solutions,	7502501235	77247	07/17/2025
		TASSP	7502501343	77253	07/17/2025
		Worthington Direct	7502501301	77265	07/17/2025
		Amazon Capital Services	7502501329	77266	07/24/2025
		Studies Weekly	7502501337	77283	07/24/2025
		Varsity Spirit Fashions	7502501150	77285	07/24/2025
			7502501149		07/24/2025
		Wilson Office Supply	7502501353	77287	07/24/2025
		Amazon Capital Services	7502501361	77291	07/31/2025
			7502501390		07/31/2025
		Athletic Supply Inc.	7502501326	77292	07/31/2025
		CDW.Government, Inc.	7502501381	77295	07/31/2025
		Sawyer Printing & Promo	7502501389	77309	07/31/2025
		Totals for GENERAL SUPPLIES			73,997.61
	INS & BOND COSTS	WEX Health, Inc	0	77226	07/10/2025
		Property Casualty Allian	0	77306	07/31/2025
		Totals for INS & BOND COSTS			1,205.50
	LEGAL SERVICES	Walsh Gallegos Kyle Robi	0	77162	07/03/2025
		Totals for LEGAL SERVICES			11,686.70
	MAINT SUPPLIES	Corporate Billing LLC	7500024223	77138	07/03/2025
		IBS of Texas Cross Timbe	7500024245	77143	07/03/2025
		Lowe's Credit Services	7500024199	77152	07/03/2025
			7500024220		07/03/2025
		Schreiber FSI, LLC	0	77156	07/03/2025
			0		07/03/2025
			0		07/03/2025
			0		07/03/2025
		Sherwin-Williams Company	7500024234	77157	07/03/2025
		ACE of Iowa Park	7500024204	77166	07/10/2025
			7500024204		07/10/2025
			7500024204		07/10/2025
			7500024204		07/10/2025
			7500024204		07/10/2025
			7500024204		07/10/2025
			7500024204		07/10/2025
		Breegle Building Product	7500024233	77178	07/10/2025
		Haigood & Campbell LLC	7500024241	77196	07/10/2025
		Interstate All Battery C	0	77198	07/10/2025
		John Deere Financial	7500024236	77203	07/10/2025
		Lowes Pay and Save Inc	7500024206	77208	07/10/2025

COMMENT	ACCOUNT	PO	CHECK	CHECK	AMOUNT
	DESCRIPTION	VENDOR	NUMBER	NUMBER DATE	
	MAINT SUPPLIES	Mark's Plumbing Parts	7500024252	77210 07/10/2025	965.66
		O'Reilly Automotive Stor	0	77213 07/10/2025	408.88
			0	07/10/2025	57.08
		Steel & Alloy Specialtie	7500024240	77219 07/10/2025	27.24
		CED Inc.	7500024237	77230 07/17/2025	160.70
			7500024254	07/17/2025	277.78
		Certified Laboratories	7500024257	77231 07/17/2025	685.78
		Heather Vieths	0	77238 07/17/2025	100.00
		Sherwin-Williams Company	7500024259	77251 07/17/2025	199.47
			7500024259	07/17/2025	199.47
		United Rentals (North Am	7500024243	77262 07/17/2025	1,029.25
		Vinyl Designs	7500024261	77263 07/17/2025	80.00
		Wagner Supply Company	7500024255	77264 07/17/2025	1,121.81
			7500024255	07/17/2025	1,121.81
			7500024255	07/17/2025	1,121.82
			7500024255	07/17/2025	1,121.82
		Breegle Building Product	7500024272	77270 07/24/2025	237.54
		CED Inc.	7500024263	77271 07/24/2025	115.28
			7500024263	07/24/2025	115.28
			7500024263	07/24/2025	115.27
			7500024263	07/24/2025	115.27
		The Fence N Post	7500024266	77274 07/24/2025	189.06
		Mark's Plumbing Parts	7500024273	77276 07/24/2025	211.44
			7500024273	07/24/2025	211.44
			7500024273	07/24/2025	211.44
			7500024273	07/24/2025	211.44
		Sherwin-Williams Company	7500024275	77281 07/24/2025	90.85
			7500024275	07/24/2025	90.85
		Lowe's Credit Services	7500024238	77302 07/31/2025	62.36
			7500024246	07/31/2025	47.20
			7500024276	07/31/2025	46.41
		Sherwin-Williams Company	7500024281	77310 07/31/2025	36.74
		Totals for MAINT SUPPLIES			16,994.23
	MEMBERSHIPS/FEES/AWA	Sam's Club/Synchrony Ban	0	77249 07/17/2025	45.00
	RDS				
		Levi Savage	0	77301 07/31/2025	400.00
		Lu Allen Volleyball	0	77303 07/31/2025	450.00
		Nocona High School	0	77305 07/31/2025	475.00
		Totals for MEMBERSHIPS/FEES/AWARDS			1,370.00
	MISC CONT SERVICES	The Lyceum Agency	0	77159 07/03/2025	5,250.00
		Agency 405	0	77167 07/10/2025	12.00
		Card Service Center	0	77181 07/10/2025	144.00
		Nicole Jordan	0	77245 07/17/2025	47.99
		Victory of Life LLC	0	77314 07/31/2025	3,500.00
		Totals for MISC CONT SERVICES			8,953.99
	MISC OPER COSTS	Amazon Capital Services	7502501355	77134 07/03/2025	3,312.50
		Impressions Screen Print	0	77144 07/03/2025	4,940.00
		Iowa Park Florist	0	77145 07/03/2025	75.00
		Iowa Park Journal	0	77146 07/03/2025	326.36
			0	07/03/2025	635.50
		Card Service Center	0	77181 07/10/2025	885.01
			0	07/10/2025	155.41
			0	07/10/2025	43.13

COMMENT	ACCOUNT		PO	CHECK	CHECK	
	DESCRIPTION	VENDOR	NUMBER	NUMBER	DATE	AMOUNT
	MISC OPER COSTS	Card Service Center	0	77181	07/10/2025	110.38
			0		07/10/2025	44.22
			0		07/10/2025	41.89
		Card Service Center	0	77182	07/10/2025	149.47
		Graduate Sales	0	77195	07/10/2025	60.00
		texomashomepage.com	0	77221	07/10/2025	550.00
		Balfour	7502501082	77228	07/17/2025	1,196.19
		Sam's Club/Synchrony Ban	0	77249	07/17/2025	45.00
			0		07/17/2025	50.00
			0		07/17/2025	45.00
			0		07/17/2025	45.00
			0		07/17/2025	90.00
			0		07/17/2025	45.00
			0		07/17/2025	45.00
			0		07/17/2025	60.00
			0		07/17/2025	45.00
			0		07/17/2025	45.00
		Tommy Smyth--Wichita Cou	0	77256	07/17/2025	22.00
		Tommy Smyth--Wichita Cou	0	77257	07/17/2025	7.50
		Tommy Smyth--Wichita Cou	0	77258	07/17/2025	7.50
		Tommy Smyth--Wichita Cou	0	77259	07/17/2025	22.00
		Tommy Smyth--Wichita Cou	0	77260	07/17/2025	22.00
		Tommy Smyth--Wichita Cou	0	77261	07/17/2025	22.00
		Totals for MISC OPER COSTS				13,143.06
	PROF SERVICES	Brianne Rusk	0	77136	07/03/2025	80.00
		Kimberly Williams	0	77150	07/03/2025	72.50
		Leslie Hensley	0	77207	07/10/2025	80.00
		DATCS	0	77234	07/17/2025	42.00
		Robbin Long	0	77248	07/17/2025	60.00
		DATCS	0	77273	07/24/2025	42.00
		Brenda Hodges	0	77293	07/31/2025	80.00
		Brittany Cray	0	77294	07/31/2025	85.00
		DATCS	0	77298	07/31/2025	42.00
		Totals for PROF SERVICES				583.50
	READING MATERIALS & BOOKS	Amazon Capital Services	7502500983	77169	07/10/2025	292.32
		Totals for READING MATERIALS & BOOKS				292.32
	RENTALS/OPER LEASES	Gimkit LLC	7502501315	77141	07/03/2025	1,000.00
		Hudson Imaging Systems	0	77142	07/03/2025	126.92
		PowerSchool Group LLC	7502501320	77154	07/03/2025	5,340.51
			7502501320		07/03/2025	5,340.51
			7502501320		07/03/2025	5,340.51
		Xerox Corporation	0	77163	07/03/2025	62.76
			0		07/03/2025	62.76
		Comcell	0	77190	07/10/2025	825.00
			0		07/10/2025	1,365.00
		Solid Border, Inc.	7502501281	77217	07/10/2025	14,624.09
		Benchmark Business Solut	0	77229	07/17/2025	26.14
			0		07/17/2025	72.32
		Notable, Inc (Kami)	7502501308	77246	07/17/2025	2,484.00
			7502501308		07/17/2025	2,484.00
			7502501308		07/17/2025	2,484.00
		Benchmark Business Solut	0	77269	07/24/2025	112.91

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COMMENT	ACCOUNT	PO	CHECK	CHECK	AMOUNT
	DESCRIPTION	VENDOR	NUMBER	NUMBER DATE	
	RENTALS/OPER LEASES	CEV Multimedia, Ltd.	7502501324	77296 07/31/2025	7,912.50
		Vexus Fiber	0	77313 07/31/2025	260.82
		Xerox Corporation	0	77315 07/31/2025	62.76
			0	07/31/2025	62.76
		Totals for RENTALS/OPER LEASES			50,050.27
	REQUIRED PUBLIC NOTICES	Gannett Texas/New Mexico	0	77237 07/17/2025	629.20
		Totals for REQUIRED PUBLIC NOTICES			629.20
	STUDENT TRAVEL	Citibank	0	77189 07/10/2025	43.76
		Ryan Gillen	0	77279 07/24/2025	2,160.00
		Eric Simmons	0	77299 07/31/2025	1,000.00
		Totals for STUDENT TRAVEL			3,203.76
	TAX APP & COLL	Archer County Appraisal	0	77173 07/10/2025	249.00
		Totals for TAX APP & COLL			249.00
	TELEPHONE	Nextiva Inc.	0	77153 07/03/2025	18.95
			0	07/03/2025	18.95
			0	07/03/2025	18.95
			0	07/03/2025	18.95
			0	07/03/2025	55.80
		Syntrio	0	77158 07/03/2025	13.20
			0	07/03/2025	4.40
			0	07/03/2025	22.00
			0	07/03/2025	26.31
			0	07/03/2025	4.40
			0	07/03/2025	4.40
			0	07/03/2025	13.20
		Syntrio Solutions LLC	0	77252 07/17/2025	267.60
			0	07/17/2025	89.20
			0	07/17/2025	535.20
			0	07/17/2025	178.40
			0	07/17/2025	120.15
			0	07/17/2025	178.40
			0	07/17/2025	267.60
		Vexus Fiber	0	77286 07/24/2025	29.70
		Nextiva Inc.	0	77304 07/31/2025	18.95
			0	07/31/2025	18.95
			0	07/31/2025	18.95
			0	07/31/2025	18.95
			0	07/31/2025	55.80
		Syntrio	0	77311 07/31/2025	13.20
			0	07/31/2025	4.40
			0	07/31/2025	22.00
			0	07/31/2025	26.31
			0	07/31/2025	4.40
			0	07/31/2025	4.40
			0	07/31/2025	13.20
		Totals for TELEPHONE			2,105.27
	TEXTBOOKS	Amazon Capital Services	7502501304	77134 07/03/2025	720.00
		The Goodheart-Willcox Co	7502501323	77255 07/17/2025	2,719.98
		Totals for TEXTBOOKS			3,439.98

COMMENT	ACCOUNT		PO	CHECK	CHECK	
	DESCRIPTION	VENDOR	NUMBER	NUMBER	DATE	AMOUNT
	WATER	City Of Iowa Park	0	77137	07/03/2025	363.18
			0		07/03/2025	321.23
			0		07/03/2025	254.70
			0		07/03/2025	116.78
			0		07/03/2025	204.18
			0		07/03/2025	286.08
		City Of Iowa Park	0	77297	07/31/2025	46.40
				Totals for WATER		1,592.55
				Totals for checks		398,379.07

FUND SUMMARY

FUND	DESCRIPTION	BALANCE SHEET	REVENUE	EXPENSE	TOTAL
199	GENERAL FUND	3,900.00	0.00	357,412.92	361,312.92
240	FOOD SERVICE	0.00	0.00	485.00	485.00
410	INSTRUCTIONAL MATERIALS ALLOT	0.00	0.00	36,581.15	36,581.15
***	Fund Summary Totals ***	3,900.00	0.00	394,479.07	398,379.07

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

2. Request for Approval of Minutes

13

STATE OF TEXAS ~

IOWA PARK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

COUNTY OF WICHITA ~

MEETING DATE AND PLACE:

The Board of Trustees of the Iowa Park Consolidated Independent School District met in Regular Session on Monday July 28th 2025 at 6:00 PM, Iowa Park CISD Administration Building, 328 E. Hwy. Iowa Park TX.

ATTENDANCE:

Trustees present:

Shawn Price, President	<u> x </u>
Ken Cooper, Vice President	<u> x </u>
Keli McCord, Secretary	<u> x </u>
Greg Deatherage	<u> x </u>
Brad Green	<u> x </u>
Randy Catlin	<u> x </u>
Jeff Rhoades	<u> x </u>

Trustees Absent:

School Personnel present

Superintendent Kevin McCasland, Jonathan Clubb, Nicole Jordan, Kari Murray, Jodi Schlaud, Jimmy Medlinger, Dusty Arledge, SheaLeigh Arledge, campus' admin.

Others present: Brandon Anderson and Tonya Bond.

CALL TO ORDER:

President Shawn Price called the meeting to order, announced that a quorum was present, that the meeting had been duly called and notice of the meeting had been posted in the time and manner required by law.

PUBLIC COMMENT:

President Shawn Price invited patrons to address the Board during Open Forum Session. Brandon Anderson addressed the Board about First Bank's commitment to the community.

CONSENT AGENDA:

Moved by Ken Cooper, seconded by Keli McCord, that the following Consent Agenda items be approved:

1. Minutes of June 23rd 2025 Regular Meeting, July 2nd Special meeting.
2. Payment of Bills for June
3. Tax Adjustments

Keli McCord (x) Yay, () Nay, () Abstain
Brad Green (x) Yay, () Nay, () Abstain.
Ken Cooper (x) Yay, () Nay, () Abstain.
Shawn Price (x) Yay, () Nay, () Abstain.
Greg Deatherage (x) Yay, () Nay, () Abstain.
Randy Catlin (x) Yay, () Nay, () Abstain.
Jeff Rhoades (x) Yay, () Nay, () Abstain.

Motion was Passed

Employee Benefit Carrier:

Consider and discuss Board action to select an employee benefit carrier.

Moved by Randy Catlin, seconded by Greg Deatherage, to approve United Health Care as the employee benefit carrier.

Keli McCord (x) Yay, () Nay, () Abstain

Brad Green (x) Yay, () Nay, () Abstain.

Ken Cooper (x) Yay, () Nay, () Abstain.

Shawn Price (x) Yay, () Nay, () Abstain.

Greg Deatherage (x) Yay, () Nay, () Abstain.

Randy Catlin (x) Yay, () Nay, () Abstain.

Jeff Rhoades (x) Yay, () Nay, () Abstain.

Motion was Passed

Property Casualty Insurance Agreement:

Consider and take a possible Board Action on Property Casualty Insurance Agreement.

Moved by Keli McCord, seconded by Brad Green, to approve the property casualty insurance agreement as presented.

Keli McCord (x) Yay, () Nay, () Abstain

Brad Green (x) Yay, () Nay, () Abstain.

Ken Cooper (x) Yay, () Nay, () Abstain.

Shawn Price (x) Yay, () Nay, () Abstain.

Greg Deatherage (x) Yay, () Nay, () Abstain.

Randy Catlin (x) Yay, () Nay, () Abstain.

Jeff Rhoades (x) Yay, () Nay, () Abstain.

Motion was Passed

Bank Depository Contract:

Consider possible Board approval and action for a Bank Depository Contract.

Moved by Ken Cooper, seconded by Greg Deatherage, to approve First Bank's proposal to serve as the district's Bank Depository.

Keli McCord (x) Yay, () Nay, () Abstain

Brad Green (x) Yay, () Nay, () Abstain.

Ken Cooper (x) Yay, () Nay, () Abstain.

Shawn Price (x) Yay, () Nay, () Abstain.

Greg Deatherage (x) Yay, () Nay, () Abstain.

Randy Catlin () Yay, () Nay, (x) Abstain.

Jeff Rhoades (x) Yay, () Nay, () Abstain.

Motion was Passed

Installation of Safety Fencing:

Consider and discuss possible Board Approval of proposals for Installation of Safety Fencing.

Moved by Greg Deatherage, seconded by Keli McCord, to approve Cunningham's proposal to install Safety Fencing.

Keli McCord (x) Yay, () Nay, () Abstain

Brad Green (x) Yay, () Nay, () Abstain.

Ken Cooper (x) Yay, () Nay, () Abstain.

Shawn Price (x) Yay, () Nay, () Abstain.

Greg Deatherage (x) Yay, () Nay, () Abstain.

Randy Catlin (x) Yay, () Nay, () Abstain.

Jeff Rhoades (x) Yay, () Nay, () Abstain.

Motion was Passed

Student Share of Reduced Price Lunch):

Consider possible Board action to use General Funds to pay the student share of reduced price lunches from August 13th through August 29th 2025.

Moved by Brad Green, seconded by Randy Catlin, to approve the use of General Funds to pay for the student share of qualifying reduced lunch prices from August 13th through August 29th 2025.

Keli McCord (x) Yay, () Nay, () Abstain

Brad Green (x) Yay, () Nay, () Abstain.

Ken Cooper (x) Yay, () Nay, () Abstain.

Shawn Price (x) Yay, () Nay, () Abstain.

Greg Deatherage (x) Yay, () Nay, () Abstain.

Randy Catlin (x) Yay, () Nay, () Abstain.

Jeff Rhoades (x) Yay, () Nay, () Abstain.

Motion was Passed

2025-2026 Budget:

Consider possible Board Action on 2025-2026 budget. Jonathan Clubb address the Board with a rough draft of the budget. No action was taken.

Student Drug Testing Policy:

Consider and discuss the student drug testing policy.

Moved by Randy Catlin, seconded by Keli McCord, to approve the student drug testing policy.

Keli McCord (x) Yay, () Nay, () Abstain

Brad Green (x) Yay, () Nay, () Abstain.

Ken Cooper (x) Yay, () Nay, () Abstain.

Shawn Price (x) Yay, () Nay, () Abstain.

Greg Deatherage (x) Yay, () Nay, () Abstain.

Randy Catlin (x) Yay, () Nay, () Abstain.

Jeff Rhoades (x) Yay, () Nay, () Abstain.

Motion was Passed

DEC Local:

Consider and discuss possible Board Approval of DEC Local.

Moved by Ken Cooper, seconded by Greg Deatherage, to approve DEC Local.

Keli McCord (x) Yay, () Nay, () Abstain

Brad Green (x) Yay, () Nay, () Abstain.

Ken Cooper (x) Yay, () Nay, () Abstain.

Shawn Price (x) Yay, () Nay, () Abstain.

Greg Deatherage (x) Yay, () Nay, () Abstain.

Randy Catlin (x) Yay, () Nay, () Abstain.

Jeff Rhoades (x) Yay, () Nay, () Abstain.

Motion was Passed

FM Local:

Consider and Discuss possible Board approval of FM Local.

Moved by Brad Green, seconded by Greg Deatherage, to approve FM Local.

Keli McCord (x) Yay, () Nay, () Abstain

Brad Green (x) Yay, () Nay, () Abstain.

Ken Cooper (x) Yay, () Nay, () Abstain.

Shawn Price (x) Yay, () Nay, () Abstain.

Greg Deatherage (x) Yay, () Nay, () Abstain.

Randy Catlin (x) Yay, () Nay, () Abstain.

Jeff Rhoades (x) Yay, () Nay, () Abstain.

Motion was Passed

FD Local:

Consider and discuss possible Board Approval of FD Local.

Moved by Randy Catlin, seconded by Brad Green, to approve FD Local.

Keli McCord (x) Yay, () Nay, () Abstain

Brad Green (x) Yay, () Nay, () Abstain.

Ken Cooper (x) Yay, () Nay, () Abstain.

Shawn Price (x) Yay, () Nay, () Abstain.

Greg Deatherage (x) Yay, () Nay, () Abstain.

Randy Catlin (x) Yay, () Nay, () Abstain.

Jeff Rhoades (x) Yay, () Nay, () Abstain.

Motion was Passed

EFB:

Consider and discuss possible Board Approval of EFB Local. Jodi Schlaud presented a draft and no action was taken.

FNCE Local:

Consider and discuss possible Board Approval of FNCE Local.

Moved by Brad Green, seconded by Ken Cooper, to approve FNCE Local.

Keli McCord (x) Yay, () Nay, () Abstain

Brad Green (x) Yay, () Nay, () Abstain.

Ken Cooper (x) Yay, () Nay, () Abstain.

Shawn Price (x) Yay, () Nay, () Abstain.

Greg Deatherage (x) Yay, () Nay, () Abstain.

Randy Catlin (x) Yay, () Nay, () Abstain.

Jeff Rhoades (x) Yay, () Nay, () Abstain.

Motion was Passed

Resolution of Armed Security Officers:

Consider and discuss possible Board Approval of Resolution of Armed Security Officers.

Moved by Keli McCord, seconded by Randy Catlin, to approve Resolution of Armed Security Officers.

Keli McCord (x) Yay, () Nay, () Abstain

Brad Green (x) Yay, () Nay, () Abstain.

Ken Cooper (x) Yay, () Nay, () Abstain.

Shawn Price (x) Yay, () Nay, () Abstain.

Greg Deatherage (x) Yay, () Nay, () Abstain.

Randy Catlin (x) Yay, () Nay, () Abstain.

Jeff Rhoades (x) Yay, () Nay, () Abstain.

Motion was Passed

STIPEND Schedule:

Consider possible Board Approval of Stipend Schedule.

Moved by Jeff Rhoades, seconded by Keli McCord, to approve the Stipend Schedule.

Keli McCord (x) Yay, () Nay, () Abstain

Brad Green (x) Yay, () Nay, () Abstain.

Ken Cooper (x) Yay, () Nay, () Abstain.

Shawn Price (x) Yay, () Nay, () Abstain.

Greg Deatherage (x) Yay, () Nay, () Abstain.

Randy Catlin (x) Yay, () Nay, () Abstain.

Jeff Rhoades (x) Yay, () Nay, () Abstain.

Motion was Passed

SUPERINTENDENT'S REPORT:

1. Employment of Meredith Berend as classroom teacher.

2. Discussion of Superintendent Membership in future-ready Superintendents Leadership Network.

CLOSED MEETING:

Section 551.074 of the Texas Government Code (Board deliberates the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of public officer or employees of the District.)

Moved by Jeff Rhoades, seconded Brad Green to close the meeting at 7:05 pm, pursuant to Texas Open Meetings Act, Texas Government Code Section 551.074.

Keli McCord (x) Yay, () Nay, () Abstain

Brad Green (x) Yay, () Nay, () Abstain.

Ken Cooper (x) Yay, () Nay, () Abstain.

Shawn Price (x) Yay, () Nay, () Abstain.

Greg Deatherage (x) Yay, () Nay, () Abstain.

Randy Catlin (x) Yay, () Nay, () Abstain.

Jeff Rhoades (x) Yay, () Nay, () Abstain.

Motion was Passed

RECONVENE:

Moved by Ken Cooper seconded by Greg Deatherage to reconvene the meeting at 7:36 pm.

Keli McCord (x) Yay, () Nay, () Abstain

Brad Green (x) Yay, () Nay, () Abstain.

Ken Cooper (x) Yay, () Nay, () Abstain.

Shawn Price (x) Yay, () Nay, () Abstain.

Greg Deatherage (x) Yay, () Nay, () Abstain.

Randy Catlin (x) Yay, () Nay, () Abstain.

Jeff Rhoades (x) Yay, () Nay, () Abstain.

Motion was Passed

ATHLETIC DIRECTOR DUTIES

Moved by Greg Deatherage, seconded by Randy Catlin, to take a vote of confidence in Bryan Wood to fulfill his duties as Athletic Director.

Keli McCord (x) Yay, () Nay, () Abstain

Brad Green (x) Yay, () Nay, () Abstain.

Ken Cooper (x) Yay, () Nay, () Abstain.

Shawn Price (x) Yay, () Nay, () Abstain.

Greg Deatherage (x) Yay, () Nay, () Abstain.

Randy Catlin (x) Yay, () Nay, () Abstain.

Jeff Rhoades (x) Yay, () Nay, () Abstain.

Motion was Passed

SUPERINTENDENT DUTIES:

Moved by Shawn Price, seconded by Jeff Rhoades, to approve a vote of confidence in Kevin McCasland to fulfil his duties as Superintendent.

Keli McCord (x) Yay, () Nay, () Abstain

Brad Green (x) Yay, () Nay, () Abstain.

Ken Cooper (x) Yay, () Nay, () Abstain.

Shawn Price (x) Yay, () Nay, () Abstain.

Greg Deatherage (x) Yay, () Nay, () Abstain.

Randy Catlin (x) Yay, () Nay, () Abstain.

Jeff Rhoades (x) Yay, () Nay, () Abstain.

Motion was Passed

NEW HIRES AND RESIGNATIONS:

Moved by Randy Catlin, seconded by Greg Deatherage, to approve new hires and resignations as presented.

Keli McCord (x) Yay, () Nay, () Abstain

Brad Green (x) Yay, () Nay, () Abstain.

Ken Cooper (x) Yay, () Nay, () Abstain.

Shawn Price (x) Yay, () Nay, () Abstain.

Greg Deatherage (x) Yay, () Nay, () Abstain.

Randy Catlin (x) Yay, () Nay, () Abstain.

Jeff Rhoades (x) Yay, () Nay, () Abstain.

Motion was Passed

ADJOURN:

Motion was made by Ken Cooper, seconded by Brad Green to adjourn
the meeting at 7:42 pm.

Keli McCord (x) Yay, () Nay, () Abstain

Brad Green (x) Yay, () Nay, () Abstain.

Ken Cooper (x) Yay, () Nay, () Abstain.

Shawn Price (x) Yay, () Nay, () Abstain.

Greg Deatherage (x) Yay, () Nay, () Abstain.

Randy Catlin (x) Yay, () Nay, () Abstain.

Jeff Rhoades (x) Yay, () Nay, () Abstain.

Motion was Passed

ATTEST:

Shawn Price, President

Keli McCord, Secretary

STATE OF TEXAS ~

IOWA PARK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

COUNTY OF WICHITA ~

MEETING DATE AND PLACE:

The Board of Trustees of the Iowa Park Consolidated Independent School District met in Special Session on Wednesday, August 6, 2025 at 7:00 AM, Iowa Park CISD Administration Building, 328 E. Hwy. Iowa Park TX.

ATTENDANCE:

Trustees present:

Shawn Price, President	X
Ken Cooper, Vice President	X
Keli McCord, Secretary	X
Greg Deatherage	X
Brad Green	X
Randy Catlin	X
Jeff Rhoades	

Trustees Absent:

Jeff Rhoades

School Personnel present

Superintendent Kevin McCasland, Jonathan Clubb, Serena Criswell

Others present:

_____ (Newspaper)

CALL TO ORDER:

President Shawn Price called the meeting to order, announced that a quorum was present, that the meeting had been duly called and notice of the meeting had been posted in the time and manner required by law.

PUBLIC COMMENT:

President Shawn Price invited patrons to address the Board during Open Forum.

Proposed Tax Rate for 2025-2026:

Moved by Randy Catlin, seconded by Brad Green, to propose a tax rate to be published of \$1.01, with a M&O Rate of \$.7552 and an I&S Rate of \$.2548.

Motion was Approved

Shawn Price	(X)	Yay,	()	Nay,	()	Abstain
Ken Cooper	(X)	Yay,	()	Nay,	()	Abstain
Keli McCord	(X)	Yay,	()	Nay,	()	Abstain
Greg Deatherage	(X)	Yay,	()	Nay,	()	Abstain
Jeff Rhoades	()	Yay,	()	Nay,	()	Abstain
Brad Green	(X)	Yay,	()	Nay,	()	Abstain
Randy Catlin	(X)	Yay,	()	Nay,	()	Abstain

Adult Meal Prices:

Moved by _____, seconded by _____, to

No Action was Taken

Motion was _____

Shawn Price	()	Yay,	()	Nay,	()	Abstain
Ken Cooper	()	Yay,	()	Nay,	()	Abstain
Keli McCord	()	Yay,	()	Nay,	()	Abstain
Greg Deatherage	()	Yay,	()	Nay,	()	Abstain
Jeff Rhoades	()	Yay,	()	Nay,	()	Abstain
Brad Green	()	Yay,	()	Nay,	()	Abstain
Randy Catlin	()	Yay,	()	Nay,	()	Abstain

Employee Benefit Carrier:

Moved by _____, seconded by _____, to

No Action was Taken

_____.

Motion was _____

Shawn Price	()	Yay,	()	Nay,	()	Abstain
Ken Cooper	()	Yay,	()	Nay,	()	Abstain
Keli McCord	()	Yay,	()	Nay,	()	Abstain
Greg Deatherage	()	Yay,	()	Nay,	()	Abstain
Jeff Rhoades	()	Yay,	()	Nay,	()	Abstain
Brad Green	()	Yay,	()	Nay,	()	Abstain
Randy Catlin	()	Yay,	()	Nay,	()	Abstain

CLOSED MEETING:

Section 551.074 of the Texas Government Code (Board deliberates the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of public officer or employees of the District.)

Moved by _____, seconded _____ to close the meeting at _____ pm, pursuant to Texas Open Meetings Act, Texas Government Code Section 551.074.

The board did not enter closed session

ADJOURN:

Motion was made by Keli McCord, seconded by Greg Deatherage to adjourn the meeting at 7:23 am.

Motion was Approved

Shawn Price	(X)	Yay,	()	Nay,	()	Abstain
Ken Cooper	(X)	Yay,	()	Nay,	()	Abstain
Keli McCord	(X)	Yay,	()	Nay,	()	Abstain
Greg Deatherage	(X)	Yay,	()	Nay,	()	Abstain

Jeff Rhoades () Yay, () Nay, () Abstain
Brad Green (X) Yay, () Nay, () Abstain
Randy Catlin (X) Yay, () Nay, () Abstain

ATTEST:

Shawn Price, President

Keli McCord, Secretary

IOWA PARK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Serena Criswell, Tax A/C
Iowa Park CISD & City
P.O. Box 428
Iowa Park, TX 76367
Phone (940) 592-5082
Fax (940) 592-4621
E-mail: scriswell@ipcisd.net

August 6, 2025

Shawn Price, President
Iowa Park CISD Board of Trustees

2025 Tax Rate Calculations

Members of the Board:

- 2025 anticipated collection rate - 100%
- 2025 no new revenue rate (NNR): \$1.08342/\$100

2025 voter-approval tax rate (VATR):

- 2025 M&O Rate - \$.7552 /\$100
2025 I&S Rate - \$.25664/\$100
- 2025 VATR - \$ 1.01184 /\$100

2025 proposed tax rate for publication:

- 2025 M&O Rate - \$.7552 /\$100
2025 I&S Rate - \$.2548 /\$100
- 2025 Proposed Rate - \$ 1.01 /\$100

UNOFFICIAL

STATE OF TEXAS ~

IOWA PARK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

COUNTY OF WICHITA ~

MEETING DATE AND PLACE: 7:00AM

The Board of Trustees of the Iowa Park Consolidated Independent School District met in Special Session on Monday, August 11, 2025 at 7:00 AM, Iowa Park CISD Administration Building, 328 E. Hwy. Iowa Park TX.

ATTENDANCE:

Trustees present:

Shawn Price, President	<u> x </u>
Ken Cooper, Vice President	<u> x </u>
Keli McCord, Secretary	<u> x </u>
Greg Deatherage	<u> </u>
Brad Green	<u> x </u>
Randy Catlin	<u> x </u>
Jeff Rhoades	<u> x </u>

Trustees Absent:

School Personnel present

Superintendent Kevin McCasland.

Others present: None

CALL TO ORDER:

President Shawn Price called the meeting to order, announced that a quorum was present, that the meeting had been duly called and notice of the meeting had been posted in the time and manner required by law.

PUBLIC COMMENT:

President Shawn Price invited patrons to address the Board during Open Forum.

Adult Meal Prices:

Moved by Ken Cooper, seconded by Randy Catlin, to approve adult meal prices for 2025-2026 school year.

Motion was Passed.

Shawn Price	(x)	Yay,	()	Nay,	()	Abstain
Ken Cooper	(x)	Yay,	()	Nay,	()	Abstain
Keli McCord	(x)	Yay,	()	Nay,	()	Abstain
Greg Deatherage	()	Yay,	()	Nay,	()	Abstain
Jeff Rhoades	(x)	Yay,	()	Nay,	()	Abstain
Brad Green	(x)	Yay,	()	Nay,	()	Abstain
Randy Catlin	(x)	Yay,	()	Nay,	()	Abstain

Employee Benefit Carrier:

No action was taken.

Shawn Price	()	Yay,	()	Nay,	()	Abstain
Ken Cooper	()	Yay,	()	Nay,	()	Abstain
Keli McCord	()	Yay,	()	Nay,	()	Abstain
Greg Deatherage	()	Yay,	()	Nay,	()	Abstain
Jeff Rhoades	()	Yay,	()	Nay,	()	Abstain
Brad Green	()	Yay,	()	Nay,	()	Abstain
Randy Catlin	()	Yay,	()	Nay,	()	Abstain

Code of Conduct:

Moved by Keli McCord, seconded by Ken Cooper to approve the 2025-2026 Student Code of Conduct.

Motion was Passed.

Shawn Price	(x)	Yay,	()	Nay,	()	Abstain
Ken Cooper	(x)	Yay,	()	Nay,	()	Abstain
Keli McCord	(x)	Yay,	()	Nay,	()	Abstain
Greg Deatherage	()	Yay,	()	Nay,	()	Abstain
Jeff Rhoades	(x)	Yay,	()	Nay,	()	Abstain
Brad Green	(x)	Yay,	()	Nay,	()	Abstain
Randy Catlin	(x)	Yay,	()	Nay,	()	Abstain

Closed Meeting:

Section 551.074 of the Texas Government Code (Board deliberates the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of public officer or employees of the District.)

Moved by Jeff Rhoades seconded by Keli McCord to close the meeting at 7:31 am, pursuant to Texas Open Meetings Act, Texas Government Code Section 551.074.

Motion was Passed.

Shawn Price	(x)	Yay,	()	Nay,	()	Abstain
Ken Cooper	(x)	Yay,	()	Nay,	()	Abstain
Keli McCord	(x)	Yay,	()	Nay,	()	Abstain
Greg Deatherage	()	Yay,	()	Nay,	()	Abstain
Jeff Rhoades	(x)	Yay,	()	Nay,	()	Abstain
Brad Green	(x)	Yay,	()	Nay,	()	Abstain
Randy Catlin	(x)	Yay,	()	Nay,	()	Abstain

RECONVENE:

Moved by Brad Green seconded by Ken Cooper to reconvene the meeting at 7:37 am.

Motion was Passed.

Shawn Price	(x)	Yay,	()	Nay,	()	Abstain
Ken Cooper	(x)	Yay,	()	Nay,	()	Abstain
Keli McCord	(x)	Yay,	()	Nay,	()	Abstain
Greg Deatherage	()	Yay,	()	Nay,	()	Abstain
Jeff Rhoades	(x)	Yay,	()	Nay,	()	Abstain
Brad Green	(x)	Yay,	()	Nay,	()	Abstain
Randy Catlin	(x)	Yay,	()	Nay,	()	Abstain

POSSIBLE NEW ACTION

Moved by Randy Catlin, seconded by Jeff Rhoades, to approve the additions to the school guardian program as discussed in closed session.

Motion was Passed.

Shawn Price	(x)	Yay,	()	Nay,	()	Abstain
Ken Cooper	(x)	Yay,	()	Nay,	()	Abstain
Keli McCord	(x)	Yay,	()	Nay,	()	Abstain
Greg Deatherage	()	Yay,	()	Nay,	()	Abstain
Jeff Rhoades	(x)	Yay,	()	Nay,	()	Abstain
Brad Green	(x)	Yay,	()	Nay,	()	Abstain
Randy Catlin	(x)	Yay,	()	Nay,	()	Abstain

ADJOURN:

Motion was made by Jeff Rhoades, seconded by Randy Catlin to adjourn the meeting at 7:38am.

Motion was Passed

Shawn Price	(x)	Yay,	()	Nay,	()	Abstain
Ken Cooper	(x)	Yay,	()	Nay,	()	Abstain
Keli McCord	(x)	Yay,	()	Nay,	()	Abstain
Greg Deatherage	()	Yay,	()	Nay,	()	Abstain
Jeff Rhoades	(x)	Yay,	()	Nay,	()	Abstain
Brad Green	(x)	Yay,	()	Nay,	()	Abstain
Randy Catlin	(x)	Yay,	()	Nay,	()	Abstain

ATTEST:

Shawn Price, President

Keli McCord, Secretary

Lunch	
Federal Funds/Reimbursement Rate	Amount CE Receives
Free Reimbursement Rate	\$ 4.60
Performance-Based Rate	\$ 0.09
Severe Need Lunch Rate	
USDA Foods Rate	\$ 0.45
Total Federal Funds Received	\$ 5.14
Minimum Adult Charge	\$ 5.14

Breakfast	
Federal Funds/Reimbursement Rate	Amount CE Receives
Free Reimbursement Rate	\$ 2.46
Severe Need Breakfast Rate	\$ 0.48
USDA Foods Rate	\$ 0.45
Total Federal Funds Received	\$ 3.39
Minimum Adult Breakfast Charge	\$ 3.39

* Total federal funds received for student meals cannot exceed adult meal price

Iowa Park

Consolidated Independent School District

P. O. Box 898

Iowa Park, Texas 76367

Date: August 7, 2025

To: Kevin McCasland
Superintendent

From: SheaLeigh Arledge
Food Service Director

Re: Recommendation for Adult Meal Prices for 2025-2026

	Lunch Prices 2024-2025	Lunch Prices 2025-2026
Adult Breakfast	\$3.30	\$3.40
Adult Lunch	\$5.00	\$5.15

Kevin McCasland, Superintendent
(940) 592-4193

Jonathan Clubb, Bus Manager
(940) 592-4193

3. Request for Approval of Tax Adjustments

40

Tax Collections Activity Report - Current/Delinquent

8/4/2025

11:43:14AM

Report Criteria

Entity:

ALL

Year:

ALL

Date Range:

07/01/2025 to 07/31/2025

Batch(es):

ALL

IOWA PARK TAX OFFICE

Page 2 of 8

Entity IOWA PARK CIRD

Current Year	M&O	I&S	Delinquent Years	M&O	I&S	All Years	M&O	I&S
Taxes	11,684.10	4,870.41	Taxes	1,469.58	562.22	Taxes	13,153.68	5,432.63
Discounts	0.00	0.00	Discounts	0.00	0.00	Discounts	0.00	0.00
Penalty	1,342.09	559.46	Penalty	176.36	67.45	Penalty	1,518.45	626.91
Interest	671.06	279.70	Interest	346.18	128.36	Interest	1,017.24	408.06
Total Collected	13,697.25	5,709.57	Total Collected	1,992.12	758.03	Total Collected	15,689.37	6,467.60
Total Collected	19,406.82		Total Collected	2,750.15		Total Collected	22,156.97	
Refunds Paid			Refunds Paid			Refunds Paid		
Taxes	2,059.83	858.63	Taxes	2,101.95	850.84	Taxes	4,161.78	1,709.47
Penalty	38.46	16.03	Penalty	0.00	0.00	Penalty	38.46	16.03
Interest	10.99	4.58	Interest	0.00	0.00	Interest	10.99	4.58
Total Refunded:	2,109.28	879.24	Total Refunded:	2,101.95	850.84	Total Refunded:	4,211.23	1,730.08
Total Refunded:	2,988.52		Total Refunded:	2,952.79		Total Refunded:	5,941.31	
Taxes	9,624.27	4,011.78	Taxes	-632.37	-288.62	Taxes	8,991.90	3,723.16
Penalty	1,303.63	543.43	Penalty	176.36	67.45	Penalty	1,479.99	610.88
Interest	660.07	275.12	Interest	346.18	128.36	Interest	1,006.25	403.48
Total Disbursed:	11,587.97	4,830.33	Total Disbursed:	-109.83	-92.81	Total Disbursed:	11,478.14	4,737.52
Total Disbursed:	16,418.30		Total Disbursed:	-202.64		Total Disbursed:	16,215.66	
Current Year			Delinquent Years			All Years		
Total Collected	19,406.82		Total Collected	2,750.15		Total Collected	22,156.97	
Attorney Fees	3,422.90		Attorney Fees	549.84		Attorney Fees	3,972.74	
Other Fees	0.00		Other Fees	0.00		Other Fees	0.00	
Overpayments	0.04		Overpayments	0.00		Overpayments	0.04	
Total Paid	22,829.76		Total Paid	3,299.99		Total Paid	26,129.75	
Underpayments	0.70		Underpayments	0.01		Underpayments	0.71	
Total Paid	22,829.76		Total Paid	3,299.99		Total Paid	26,129.75	
Attorney Fees	3,422.90		Attorney Fees	549.84		Attorney Fees	3,972.74	
Refunds Paid - Attorney Fees	0.00		Refunds Paid - Attorney Fees	0.00		Refunds Paid - Attorney Fees	0.00	
Attorney Fee Disbursement Amount	3,422.90		Attorney Fee Disbursement Amount	549.84		Attorney Fee Disbursement Amount	3,972.74	

Tax Collections Activity Report - Current/Delinquent

IOWA PARK TAX OFFICE

8/4/2025

11:43:14AM

Report Criteria

Entity:

ALL

Year:

ALL

Date Range:

07/01/2025 to 07/31/2025

Batch(es):

ALL

Page 5 of 8

Entity Iowa Park CISD BPP

Current Year	M&O	I&S	Delinquent Years	M&O	I&S	All Years	M&O	I&S
Taxes	78.63	0.00	Taxes	43.09	0.00	Taxes	121.72	0.00
Discounts	0.00	0.00	Discounts	0.00	0.00	Discounts	0.00	0.00
Penalty	9.44	0.00	Penalty	5.17	0.00	Penalty	14.61	0.00
Interest	4.71	0.00	Interest	7.76	0.00	Interest	12.47	0.00
Total Collected	92.78	0.00	Total Collected	56.02	0.00	Total Collected	148.80	0.00
Total Collected	92.78		Total Collected	56.02		Total Collected	148.80	
Refunds Paid			Refunds Paid			Refunds Paid		
Taxes	0.00	0.00	Taxes	0.00	0.00	Taxes	0.00	0.00
Penalty	0.00	0.00	Penalty	0.00	0.00	Penalty	0.00	0.00
Interest	0.00	0.00	Interest	0.00	0.00	Interest	0.00	0.00
Total Refunded:	0.00	0.00	Total Refunded:	0.00	0.00	Total Refunded:	0.00	0.00
Total Refunded:	0.00		Total Refunded:	0.00		Total Refunded:	0.00	
Taxes	78.63	0.00	Taxes	43.09	0.00	Taxes	121.72	0.00
Penalty	9.44	0.00	Penalty	5.17	0.00	Penalty	14.61	0.00
Interest	4.71	0.00	Interest	7.76	0.00	Interest	12.47	0.00
Total Disbursed:	92.78	0.00	Total Disbursed:	56.02	0.00	Total Disbursed:	148.80	0.00
Total Disbursed:	92.78		Total Disbursed:	56.02		Total Disbursed:	148.80	
Current Year			Delinquent Years			All Years		
Total Collected	92.78		Total Collected	56.02		Total Collected	148.80	
Attorney Fees	18.54		Attorney Fees	11.20		Attorney Fees	29.74	
Other Fees	0.00		Other Fees	0.00		Other Fees	0.00	
Overpayments	0.00		Overpayments	0.00		Overpayments	0.00	
Total Paid	111.32		Total Paid	67.22		Total Paid	178.54	
Underpayments	0.00		Underpayments	0.00		Underpayments	0.00	
Total Paid	111.32		Total Paid	67.22		Total Paid	178.54	
Attorney Fees	18.54		Attorney Fees	11.20		Attorney Fees	29.74	
Refunds Paid - Attorney Fees	0.00		Refunds Paid - Attorney Fees	0.00		Refunds Paid - Attorney Fees	0.00	
Attorney Fee Disbursement Amount	18.54		Attorney Fee Disbursement Amount	11.20		Attorney Fee Disbursement Amount	29.74	

Entity: 07 IOWA PARK CISD

Owner Name	Property ID	Entity	Year	Sup Num	Sup Code	Adj Code	Modify Date	Modify Code	Reason	Curr Tax	Prev Tax	Adjustment
PRICE HARRY	114664	07	1996	0		N	7/15/2025			115.18	115.18	0.00
Total For Year:											0.00	
PRICE HARRY	114664	07	2000	0		N	7/15/2025			5.28	5.28	0.00
Total For Year:											0.00	
PRICE HARRY	114664	07	2001	0		N	7/15/2025			26.81	26.81	0.00
Total For Year:											0.00	
PRICE HARRY	114664	07	2002	0		N	7/15/2025			58.07	58.07	0.00
Total For Year:											0.00	
PRICE HARRY	114664	07	2003	0		N	7/15/2025			86.39	86.39	0.00
Total For Year:											0.00	
PRICE HARRY	114664	07	2004	0		N	7/15/2025			118.74	118.74	0.00
Total For Year:											0.00	
PRICE HARRY	114664	07	2005	0		N	7/15/2025			154.32	154.32	0.00
Total For Year:											0.00	
PRICE HARRY	114664	07	2006	0		N	7/15/2025			177.54	177.54	0.00
Total For Year:											0.00	
PRICE HARRY	114664	07	2007	0		N	7/15/2025			124.78	124.78	0.00
Total For Year:											0.00	
PRICE HARRY	114664	07	2008	0		N	7/15/2025			132.16	132.16	0.00
Total For Year:											0.00	
PRICE HARRY	114664	07	2009	0		N	7/15/2025			142.27	142.27	0.00
Total For Year:											0.00	
PRICE HARRY	114664	07	2010	0		N	7/15/2025			141.52	141.52	0.00

Entity: 07 IOWA PARK CISD

Owner Name	Property ID	Entity	Year	Sup Num	Sup Code	Adj Code	Modify Date	Modify Code	Reason	Curr Tax	Prev Tax	Adjustment
											Total For Year:	0.00
PRICE HARRY	114664	07	2011	0		N	7/15/2025			103.45	103.45	0.00
											Total For Year:	0.00
PRICE HARRY	114664	07	2012	17	LATE	N	7/15/2025			0.00	0.00	0.00
											Total For Year:	0.00
PRICE SUSAN (LE)	114664	07	2013	0		N	7/15/2025			0.00	0.00	0.00
											Total For Year:	0.00
PRICE SUSAN (LE)	114664	07	2014	0		N	7/15/2025			0.00	0.00	0.00
											Total For Year:	0.00
PRICE SUSAN (LE)	114664	07	2015	0		N	7/15/2025			0.00	0.00	0.00
											Total For Year:	0.00
MCGRATH CAROL DEON	116683	07	2016	0		N	7/15/2025			201.82	201.82	0.00
PRICE SUSAN (LE)	114664	07	2016	0		N	7/15/2025			0.00	0.00	0.00
											Total For Year:	0.00
MCGRATH CAROL DEON	116683	07	2017	0		N	7/15/2025			201.81	201.81	0.00
PRICE SUSAN (LE)	114664	07	2017	0		N	7/15/2025			0.00	0.00	0.00
											Total For Year:	0.00
MCGRATH CAROL DEON	116683	07	2018	0		N	7/15/2025			201.81	201.81	0.00
PRICE SUSAN (LE)	114664	07	2018	37	LATE	N	7/15/2025			0.00	0.00	0.00
											Total For Year:	0.00
MCGRATH CAROL DEON	116683	07	2019	0		N	7/15/2025			201.81	201.81	0.00
PRICE SUSAN (LE)	114664	07	2019	2	LATE	N	7/15/2025			0.00	0.00	0.00
											Total For Year:	0.00
MCGRATH CAROL DEON	116683	07	2020	0		N	7/15/2025			201.81	201.81	0.00
PRICE SUSAN (LE)	114664	07	2020	0		N	7/15/2025			0.00	0.00	0.00
TOLL GLEN ETUX RUTH	452517	07	2020	0		N	7/15/2025			436.57	436.57	0.00

Entity: 07 IOWA PARK CISD

Owner Name	Property ID	Entity	Year	Sup Num	Sup Code	Adj Code	Modify Date	Modify Code	Reason	Curr Tax	Prev Tax	Adjustment
Total For Year:												0.00
MCGRATH CAROL DEON	116683	07	2021	0		N	7/15/2025			201.81	201.81	0.00
PRICE SUSAN (LE)	114664	07	2021	0		N	7/15/2025			0.00	0.00	0.00
TOLL GLEN ETUX RUTH	452517	07	2021	0		N	7/15/2025			436.57	436.57	0.00
Total For Year:												0.00
HARBECK BILLY CHARLES & KAITLYNN BRIANNE PECKA MCELROY CODY T ETUX SHELBI	117225	07	2022	9	2525C1	JD	7/29/2025			455.61	455.61	0.00
	477779	07	2022	0		N	7/23/2025		Rollback	6.69	0.00	6.69
	116683	07	2022	9	2525C1	N	7/15/2025			201.81	201.81	0.00
Total For Year:												6.69
HARBECK BILLY CHARLES & KAITLYNN BRIANNE PECKA MCELROY CODY T ETUX SHELBI	117225	07	2023	0		JD	7/29/2025			425.24	425.24	0.00
	477779	07	2023	0		N	7/23/2025		Rollback	8.06	0.00	8.06
	116683	07	2023	0		N	7/15/2025			0.00	0.00	0.00
MCKNIGHT TYLER	116164	07	2023	76	LATE	N	7/8/2025	LATE	Wichita A.D. Supp 1165 - LATE FILING, HS 2023- 2024 WK	609.92	1,689.92	-1,080.00
PERSICK JOSEPH BRADY	116547	07	2023	76	LATE	N	7/8/2025	LATE	Wichita A.D. Supp 1165 - LATE FILING, HS 2023-2024 WK	0.00	792.79	-792.79
SALVADOR MICHAEL	109126	07	2023	76	LATE	N	7/8/2025	LATE	Wichita A.D. Supp 1165 - LATE FILING HS 2023 -2024 LLM	1,878.07	2,958.07	-1,080.00
Total For Year:												-2,944.73
HARBECK BILLY CHARLES & KAITLYNN BRIANNE PECKA HARBECK BILLY CHARLES & KAITLYNN BRIANNE PECKA HARVEY'S RESTAURANT INC	117225	07	2024	0		2012 SF	7/7/2025			439.83	439.83	0.00
	117225	07	2024	0		JD	7/29/2025			439.83	439.83	0.00
	196326	07	2024	0		BNK	7/2/2025			244.97	244.97	0.00
LEHMAN TRACY L	445698	07	2024	0		2012 SF	7/29/2025			657.05	657.05	0.00
MCELROY CODY T ETUX SHELBI	477779	07	2024	0		N	7/23/2025		Rollback	8.85	0.00	8.85
MCGRATH CAROL DEON	116683	07	2024	0		N	7/15/2025			0.00	0.00	0.00
MCKNIGHT TYLER	116164	07	2024	42	LATE	N	7/8/2025	LATE	Wichita A.D. Supp 1165 - LATE FILING, HS 2023- 2024 WK	682.95	1,752.95	-1,070.00
PERSICK JOSEPH BRADY	116547	07	2024	42	LATE	N	7/8/2025	LATE	Wichita A.D. Supp 1165 - LATE FILING, HS 2023-2024 WK	0.00	778.46	-778.46
POGATSHNIK JEFFREY	115871	07	2024	3	LATE	BNK	7/2/2025			1,537.42	1,537.42	0.00
SALVADOR MICHAEL	109126	07	2024	42	LATE	N	7/8/2025	LATE	Wichita A.D. Supp 1165 - LATE FILING HS 2023 -2024 LLM	1,889.59	2,959.59	-1,070.00
ZAMORA RUTH & JIMMY J ZAMORA	116469	07	2024	9	LATE	TD	7/15/2025			376.34	376.34	0.00
ZAMORA RUTH & JIMMY J ZAMORA	116469	07	2024	9	LATE	TD1	7/24/2025			376.34	376.34	44 0.00
Total For Year:												-2,909.61

Modified Bill Report

8/4/2025

11:43:48AM

Entity: 07 IOWA PARK CISD

Owner Name	Property ID	Entity	Year	Sup Num	Sup Code	Adj Code	Modify Date	Modify Code	Reason	Curr Tax	Prev Tax	Adjustment
											Grand Total:	-5,847.65

B. Discussion / Action Items

1. Discussion of State Accountability

47



2024 & 2025

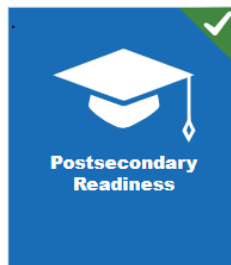
Accountability Ratings

IPCISD District Ratings

2024

	Scaled Score	Rating	Proportion of Overall Rating
Overall	90	A	
Student Achievement	91	A	70%
School Progress	88	B	0%
Academic Growth	84	B	
Relative Performance (Eco Dis: 43.5%)	88	B	
Closing the Gaps	89	B	30%

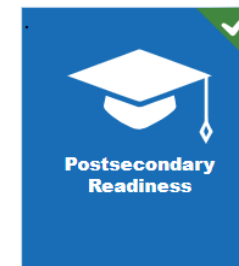
Distinction Designations



2025

	Scaled Score	Rating	Proportion of Overall Rating
Overall	91	A	
Student Achievement	91	A	70%
School Progress	87	B	0%
Academic Growth	82	B	
Relative Performance (Eco Dis: 39.2%)	87	B	
Closing the Gaps	91	A	30%

Distinction Designations



Bradford Elementary Ratings

2024

	Component Score	Scaled Score	Rating	Proportion of Overall Rating
Overall		91	A	
Student Achievement		88	B	0%
STAAR Performance	58	88		
College, Career and Military Readiness				
Graduation Rate				
School Progress		91	A	70%
Academic Growth	82	91	A	✓
Relative Performance (Eco Dis: 47.6%)		84	B	
Closing the Gaps	75	90	A	30%

2025

	Component Score	Scaled Score	Rating	Proportion of Overall Rating
Overall		89	B	
Student Achievement		89	B	70%
STAAR Performance	59	89		
College, Career and Military Readiness				
Graduation Rate				
School Progress		89	B	0%
Academic Growth	79	89	B	✓
Relative Performance (Eco Dis: 41.6%)		83	B	
Closing the Gaps	75	90	A	30%



Academic Achievement in Reading/ Language Arts



Academic Achievement in Mathematics



Academic Achievement in Science



Top 25% : Comparative Academic Growth



Postsecondary Readiness



Top 25% : Comparative Closing the Gaps



Academic Achievement in Reading/ Language Arts



Academic Achievement in Mathematics



Academic Achievement in Science



Top 25% : Comparative Academic Growth



Postsecondary Readiness



Top 25% : Comparative Closing the Gaps

WF George Middle School Ratings

2024

	Component Score	Scaled Score	Rating	Proportion of Overall Rating
Overall		87	B	
Student Achievement		90	A	70%
STAAR Performance	60	90		
College, Career and Military Readiness				
Graduation Rate				
School Progress		87	B	0%
Academic Growth	72	83	B	
Relative Performance (Eco Dis: 40.9%)		87	B	✓
Closing the Gaps	59	81	B	30%



2025

	Component Score	Scaled Score	Rating	Proportion of Overall Rating
Overall		90	A	
Student Achievement		89	B	70%
STAAR Performance	59	89		
College, Career and Military Readiness				
Graduation Rate				
School Progress		86	B	0%
Academic Growth	75	86	B	✓
Relative Performance (Eco Dis: 39.5%)		85	B	
Closing the Gaps	73	91	A	30%



Iowa Park High School Ratings

2024

	Component Score	Scaled Score	Rating	Proportion of Overall Rating
Overall		95	A	
Student Achievement		94	A	70%
STAAR Performance	63	91		
College, Career and Military Readiness	96	97		
Graduation Rate	99.2	95		
School Progress		93	A	0%
Academic Growth	73	79	C	
Relative Performance (Eco Dis: 39.0%)		93	A	✓
Closing the Gaps	90	96	A	30%

2025

	Component Score	Scaled Score	Rating	Proportion of Overall Rating
Overall		94	A	
Student Achievement		95	A	70%
STAAR Performance	62	91		
College, Career and Military Readiness	98	98		
Graduation Rate	99.2	95		
School Progress		92	A	0%
Academic Growth	70	74	C	
Relative Performance (Eco Dis: 33.6%)		92	A	✓
Closing the Gaps	82	93	A	30%



2. Presentation of ESL Program Evaluation
 3. Consider/Discuss Possible Board Approval of TTESS Calendar
- 53



IOWA PARK CISD TTESS GOAL SETTING AND EVALUATION CALENDAR

2025-2026

Goal Setting & Professional Development Plan Wednesday, August 13-Friday, September 19	Observations and Data Collection Monday, September 22-Wednesday, April 24	End-of-Year Conferences By Wednesday, April 24
▪ GSPD submitted to appraiser for approval ▪ GSPD Conferences held for teachers who are being evaluated under T-TESS for the 2025-2026 school year AND for teachers new to the district.	▪ Ongoing review of teacher and student data ▪ Ongoing Review of the GSPD plan to formatively assess progress towards goals, professional development impact, and teacher and student performance. ▪ Ongoing collection of evidence to support Domain IV.	▪ Review summative scores for Domains I, II, and III. ▪ Review the data and evidence gathered throughout the appraisal year for Domain IV, including the teacher's evidence for this domain/dimensions. ▪ Review results of performance of the teachers' students. ▪ Review potential goals and professional development plans for the next school year. <i>Domain IV is not scored until after the teacher has been afforded an opportunity to present evidence related to each of the four dimensions during the end-of-year conference.</i>
Informal observations and walkthroughs with ongoing feedback to support and develop teacher practices.		
Formal observation window per local policy. No observations held on the following dates: Wednesday, August 13-Friday, September 19, 2025 Friday, November 21, 2025 Thursday, December 18, 2025 Friday, March 6, 2026 Thursday, April 2, 2026 Dates scheduled for state-mandated assessments or other standardized tests. Dates scheduled for end of semester exams.		

4. Consider/Discuss Possible Board Approval of a Resolution Regarding Extracurricular Status of 4-H Organization.	55

EXTRACURRICULAR STATUS

WICHITA COUNTY EXTENSION SERVICE

TEXAS A&M
AGRILIFE
EXTENSION

July 28, 2025
Kevin McCasland
Superintendent
Iowa Park CISD
382 E HWY
P.O. Box 898
Iowa Park, TX 76367

Dear Mr. McCasland,

On behalf of the 4-H members of Wichita County, we hereby respectfully request that the 4-H organization, by the attached resolution, be sanctioned as an extracurricular activity. We request the enclosed RESOLUTION be presented for consideration at the next scheduled meeting of the Board of Trustees of the Iowa Park Consolidated Independent School District. We further request that questions regarding this RESOLUTION be directed to us in a timely manner so that we may prepare and present an appropriate response so as not to delay action on this request.

Finally, we request that a signed copy of this RESOLUTION, along with a copy of the minutes of the Board meeting, be forwarded to us for our files.

Thank you and members of the Board of Trustees for your consideration of this request.

Sincerely,

Katrena Mitchell
Wichita County Extension Agent
4-H Youth Development

Dwayne Peirce
Wichita County Extension Agent
Agriculture & Natural Resources

Meredith Utley
Wichita County Extension Agent
Family & Community Health

Attachment: Resolution for Extracurricular Status of 4-H Organization

Wichita County Extension
600 Scott St. Suite 200
Wichita Falls, TX 76301
<http://texas4-h.tamu.edu> Tel. 940-761-8610 55

EXTRACURRICULAR STATUS REQUEST

RESOLUTION

EXTRACURRICULAR STATUS OF 4-H ORGANIZATION

Be it hereby resolved that upon this date, the duly elected Board of Trustees of the

IOWA PARK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

meeting in public with a quorum present and
certified, did adopt this resolution that recognizes
the

WICHITA

County Texas 4-H Organization as approved for recognition and eligible
for extracurricular status consideration under 19 Texas Administrative Code,
Chapter 76.1, pertaining to extracurricular activities.

Participation by 4-H members under provisions of this resolution are subject
to all rules and regulations set forth under the 19 Texas Administrative Code
as interpreted by this Board and designated officials of this school district.

Texas A&M AgriLife Extension
will request academic eligibility for competitive and non-competitive
purposes when an absence is required.

Approved this

25th day of August, 2025.

Board of Trustee

Superintendent

5. Consider/Discuss Possible Board Approval of Adjunct Faculty Request.	58

ADJUNCT FACULTY REQUEST

WICHITA COUNTY EXTENSION SERVICE

July 28, 2025
Kevin McCasland
Superintendent
Iowa Park CISD

Dear Mr. McCasland,

On behalf of the Wichita County Extension Staff, we hereby respectfully request approval of the attached Adjunct Faculty Agreement with Iowa Park Consolidated Independent School District.

The State Board of Education passed an amendment to 19 TAC§129.21 (j). Requirements for Student Attendance Accounting for State Funding Purposes allows public school students to be considered "in attendance" when participating in off-campus activities with an adjunct staff member of the school district. Section 3 of the Student Attendance Handbook states:

(1) The student is participating in an activity that is approved by the local board of school trustees and is under the direction of a member of the professional or paraprofessional staff of the school district, or an adjunct staff member who:

(A) has a minimum of a bachelor's degree; and

(B) is eligible for participation in the Teacher Retirement System of Texas.

Wichita County requests the agents listed on the enclosed Adjunct Faculty Agreement be awarded adjunct staff member status for the period indicated on the agreement.

We hope Iowa Park Consolidated Independent School District will accept this request. Please let us know if you would like to schedule an appointment to discuss the amendment and request or if you need further information.

Thank you and the members of the Board of Trustees for your consideration of this request. Sincerely,



Katrena Mitchell
Wichita County Extension Agent
4-H Youth Development



Dwayne Peirce
Wichita Extension Agent
Agriculture & Natural Resources



Meredith Utley
Wichita County Extension Agent
Family & Community Health

Attachment: Resolution for Extracurricular Status of 4-H Organization

Wichita County Extension
600 Scott St. Suite 200
Wichita Falls, Tx 76301

<http://texas4-h.tamu.edu> Tel. 940-716-8610

ADJUNCT FACULTY REQUEST

THE STATE OF TEXAS COUNTY OF Wichita

On this date, at a regularly scheduled and posted meeting, came the Board of Trustees of the Iowa Park Consolidated Independent School District, here in after referred to as "District." A quorum having been established, the Board proceeded to consider the appointment of the herein named individual as an adjunct member of the Iowa Park Consolidated Independent School District.

Upon consideration and vote of _____ in favor, Katrena Mitchell, Meredith Utley and Dwayne Peirce are hereby named as adjunct faculty member(s) of the Iowa Park Consolidated Independent School District subject to the following considerations and provisions of such appointment to wit:

1. This appointment shall commence on the 25 day of August, 2025 and remain in effect until the 31 day of August, 2026.

2. This appointment will include the Texas A&M AgriLife Extension Service employees listed below:

NAME	TITLE	DEGREE	INSTITUTION	DATE
Katrena Mitchell	CEA, 4-H Youth Development	Bachelor of Science, Sociology/Psychology	Midwestern State University	5/1994
Meredith Utley	CEA, FCH	Bachelor of Science, Special Education; Masters of Education, Guidance & Counseling	Midwestern State University Angelo State University	12/2007 12/2017
Dwayne Peirce	CEA, ANR	Bachelor of Science, Agriculture Education; Master of Science, Soil Science	Texas A&M University Texas A&M University	5/1982 12/1985

3. Adjunct faculty member(s) will receive no compensation, salary, or remuneration from Iowa Park Consolidated Independent School District.
4. Adjunct faculty member(s) is and shall remain an employee, in good standing, of the Texas A&M AgriLife Extension Service.
5. Adjunct faculty member(s) is and shall remain under the direct supervision of the District Extension Administrator of District 3.
6. Adjunct faculty member(s) shall receive all group insurance benefits, workman's compensation insurance benefits, unemployment insurance, and any and all other plans for the benefit of Texas A&M AgriLife Extension Service employees. District shall have no responsibility for any of such benefits or plans.

Adjunct faculty member (s) shall direct the activities and participation of students of the school district in sponsored and approved activities as designated from time to time by adjunct faculty members for which notice shall be given to School District administrative personnel. Adjunct faculty members' activities and participation with students of the School District are directed, supervised, and controlled by and through supervisory personnel of Texas A&M AgriLife Extension Service pursuant to the supervisory authority of the District Extension Administrator or County Extension Director. Adjunct faculty member(s) is not the employee of the School District, and School District does not nor shall not supervise, direct or control the activities and/or participation of such Wichita County Extension Agent(s) who have/has been herein designated as an adjunct faculty member.

This appointment is made by the Independent School District by and through the Board of Trustees of said district for the benefit of allowing voluntary student participation in programs conducted by the Texas A&M AgriLife Extension Service in recognition of the educational benefits arising from such participation and activities and/or directed by the Texas A&M AgriLife Extension Service. This appointment is made in accordance with the provisions of Section 129.21 (j)(1) of the Texas Administrative Code authorizing the school to deem such participating students in attendance for foundation school program purposes.

This appointment of the herein named Wichita County Extension Agent(s), Katrena Mitchell, Meredith Utley and Dwayne Peirce are not intended nor shall be construed as a waiver of any claim or defense of sovereign or governmental immunity from liability now possessed by Iowa Park Consolidated Independent School District or any of its employees, agents, officers, and/or board members in the performance of governmental functions.

Signed this 25 day of August, 2025 .

Iowa Park Consolidated Independent School District

By: _____



**Iowa Park Consolidated
Independent School District**

(940) 592-4193 (940) 592-2136 Fax

Kevin McCasland, Superintendent
328 East Highway / PO Box 898
Iowa Park, TX 76367

kmccasland@ipcisd.net

8-25-25

To the Iowa Park CISD Board of Trustees:

I would like to recommend the following to serve as the attendance committees for each of our campuses:

Kidwell Elementary

Cindy Routh
Stephanie Stanley
Carmen Davis
Danielle Dozier

Bradford Elementary

Brandy Rhoades
Kelli Cotton
Jennifer Moser
Mindy Haynes

WF George Middle School

Braden Perry
Angie Anderson
Jennifer Gumm
Amy Garcia
Stefanie Merrell

Iowa Park High School

Abby Frost
Brandy Wood
Macey Siegert
Blake Swenson
Lyndsie Moore
Lindie Howard
Christy knight

Thank you for your consideration,

Kevin McCasland
IPCISD Superintendent

7. Consider Possible Board Approval of Employee Handbook, Student Handbooks, and Student Activity Handbooks for 2025-2026.	65

2025-2026

Secondary Student Handbook and Code of Conduct

**It's A Great
Day to Be a
HAWK!**

If you have difficulty accessing the information in this document because of disability please contact the district 940-592-4193 or www.ipcisd.net.



**Iowa Park
HAWKS**

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NOTE: STUDENT CODE OF CONDUCT AND DISCIPLINE MANAGEMENT PLAN FOLLOWS THE STUDENT HANDBOOK! PLEASE REVIEW.

This handbook is prepared and distributed to acquaint parents and students of Iowa Park High School with a general philosophy of the school. It is not intended to be an all-inclusive book, rather one that will answer your most important questions pertaining to the basic policies and services offered by this school. Information can be found at www.ipcisd.net.

Certain regulations and procedures presented in this handbook will serve as a guide to the students as they pursue a meaningful career at this important station in their formal education. Portions of the following material are founded in Iowa Park CISD Board policy; other parts have been collectively assembled by parents, students, and the faculty of this campus with approval of the school board.

Iowa Park High School exists solely to enable each student to become successful and develop his/her potential in such a manner that he/she will be ready to assume the important responsibilities of citizenship.

Iowa Park CISD does not discriminate on the basis of race, religion, color, national origin, sex, or disabilities in providing education or access to benefits of education services, activities, and programs, including vocational programs, in accordance with Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Educational Amendments of 1972; Section 504 of the Rehabilitation Act of 1973, as amended; and Title II of the Americans with Disabilities Act.

The following District staff members have been designated to coordinate compliance with these requirements:

Title IX Coordinator Kevin McCasland

Section 504 Coordinator Kevin McCasland

District and Campus Information

Board of Trustees

President	Shawn Price
Vice President	Ken Cooper
Secretary	Kelly McCord
Member	Jeff Rhoades
Member	Randy Catlin
Member	Greg Deatherage
Member	Brad Green

Administration Team

Superintendent	Kevin McCasland
Chief Financial Officer	Jonathan Clubb
High School Principal	Clifton McFadden
HS Asst. Principal/Attendance	Abby Frost
HS Asst. Principal/Academic Coordinator	Sarah Taylor
HS Counselor	Jennifer Gonzalez
Middle School Principal	Stefanie Merrell
MS Asst. Principal	Francie Stanford
MS Counselor	Nona Laminack

Mission of Iowa Park CISD

The mission of the Iowa Park CISD is to ensure our students the best educational experience of any north Texas school district. We will provide a well-rounded school experience in a safe environment that will prepare our graduates to attain their life goals.

Shared Vision of IPCISD

- That Iowa Park CISD will be a student-centered school with a clear focus on student outcomes.
- That every student who enters kindergarten in Iowa Park and resides in our community will graduate from high school.
- That every student will develop a desire to perform to the highest level of his/her potential.
- That every student, according to his/her individual talents, will graduate with skills to be a happy, contributing citizen.
- That every employee and student has high moral values.
- That every employee and student will have the desire to preserve the American way of life and have respect for others.
- That every employee and student will have a vision for his/her own life.
- That all employees and students will have pride in themselves, in their school, and in their community.
- That all employees will be committed to being positive influences on students that they come in contact with every day

The Hawk Code

I have an obligation to those whose sacrifice have given me the foundation upon which I am building my life.

Observing the school rules, I will become a better citizen.

When in the halls, I will conduct myself in an orderly manner.

Always be courteous in my conduct with my fellow students and the school faculty.

Iowa Park Secondary Handbook

Property belonging to the school, I will respect.

Always encourage the HONOR policy which has made our school great.

Represent my school and town in a respectful manner at all times.

Keeping in mind that I will enter and leave the high school auditorium quietly and orderly at all times.

Happiness I will pursue and strive to establish conditions under which happiness may be pursued by everyone.

At all times, I will be a good sportsman, and will observe all school athletic courtesies.

Well behaved I will be, on all school trips and all game, before, during, and following them.

Keept the library books and reference books checked out for the allotted time only.

Speak only to the person close enough to hear me in a normal tone.

Alma Mater

Here's to our dear old school,

Iowa Park High,

Green and white banners waving to the sky.

Hawks ever strong and true,

Praises to thee,

We pledge our faithful love and loyalty

REGULAR BELL SCHEDULE

First Bell	7:55
1 st Period	8:00 a.m. – 8:49 a.m.
2 nd Period	8:53 a.m. – 9:42 a.m.
3 rd Period	9:46 a.m. – 10:35 a.m.
4 th Period	10:39 a.m. – 11:28 a.m.
5 th Period	12:05 a.m. – 12:52 p.m.
1st Lunch	11:32 a.m. – 12:02 p.m.
5 th Period	11:32 a.m. – 12:19 p.m.
2nd Lunch	12:22 p.m. – 12:52 p.m.
6 th Period	12:26 p.m. – 1:45 p.m.
7 th Period	1:49 pm. – 2:38 p.m.
8 th Period	2:42 p.m. – 3:30 p.m.

PEP RALLY SCHEDULE

First Bell	7:55
1 st Period	8:00 a.m. – 8:44 a.m.
2 nd Period	8:48 a.m. – 9:32 a.m.
3 rd Period	9:36 a.m. – 10:20 a.m.
4 th Period	10:24 a.m. – 11:08 a.m.

EARLY RELEASE BELL SCHEDULE

First Bell	7:55
1 st Period	8:00 a.m. – 8:33 a.m.
2 nd Period	8:37 a.m. – 9:10 a.m.
3 rd Period	9:14 a.m. – 9:47 a.m.
4 th Period	9:51 a.m. – 10:24 a.m.

Iowa Park Secondary Handbook

5 th Period	11:45 a.m. – 12:29 p.m.
1 st Lunch	11:12 a.m. – 11:42 a.m.
5 th Period	11:12 a.m. – 11:56 a.m.
2 nd Lunch	11:59 a.m. – 12:29 p.m.
6 th Period	12:33 p.m. – 1:17 p.m.
Pep Rally	1:21 p.m. – 1:54 p.m.
7 th Period	1:58 p.m. – 2:42 p.m.
8 th Period	2:46 p.m. – 3:30 p.m.

6 th Period	10:28 a.m. – 11:01 a.m.
5 th Period	11:39 a.m. – 12:13 p.m.
1 st Lunch	11:05 a.m. – 11:35 a.m.
5 th Period	11:05 a.m. – 11:39 a.m.
2 nd Lunch	11:43 a.m. – 12:13 p.m.
7 th Period	12:17 p.m. – 12:51 p.m.
8 th Period	2:55 p.m. – 1:30 p.m.

W.F. George Middle School

Daily Bell Schedule

7:50	First Bell
8:00 - 8:50	1 st Period
8:55 – 9:45	2 nd Period
9:50 – 10:15	3 rd Period
10:20 – 11:10	4 th Period
11:10 to 12:40	5th Period / Lunches
11:10 – 11:40	6 th Grade Lunch
11:40 – 12:10	7 th Grade Lunch
12:10 – 12:40	8 th Grade Lunch
12:45 - 1:35	6 th Period
1:40 - 2:30	7 th Period
2:35 – 3:30	8 th Period

Early Release Schedule

7:50 First Bell
8:00 - 8:40 1st Period
8:45 - 9:25 2nd Period
9:30 - 10:10 4th Period
10:15 - 10:55 - 6th Period
10:55 - 12:25 - 5th Period/ Lunches
10:55 - 11:25 - 6th grade
11:25 - 11:55 - 7th Grade
11:55 - 12:25 - 8th Grade
12:30 - 1:00 7th Period
1:05 - 1:30 - 8th Period

Preface

To Students and Parents:

Welcome to another exciting school year! Education is a team effort, and we know that students, parents, teachers, and other staff members all working together can make this a wonderfully successful year for our students.

The Iowa Park School District provides students a quality education soaring with Hometown Pride! The mission of Iowa Park CISD is to ensure our students the best educational experience

of any North Texas school district. We will provide a well-rounded school experience in a safe environment that will prepare our graduates to attain their life goals.

In pursuing that mission, IPCISD emphasizes both academic and non-academic aspects of the public school experience, excelling in both. Iowa Park students have excelled in and out of the classroom; always representing the school and community with a unique character we call ... HAWK PRIDE!

The Iowa Park CISD Student Handbook is designed to provide basic information that you and your child will need during the school year. The handbook is divided into eight sections; the sections are organized alphabetically by topics of the section:

Section I—Parental Rights—with information to assist you in responding to school related issues. We encourage you to take some time to closely review this section of the handbook.

Section II – General Operating Procedures

Section III – Curriculum and Extracurricular

Section IV – Technology

Section V – Health

Section VI – Safety

Section VII – Student Conduct and Discipline

Section VIII - Glossary

Please be aware that the term “parent,” unless otherwise noted, is used to refer to the parent, legal guardian, any person granted some other type of lawful control of the student, or any other person who has agreed to assume school related responsibility for a student.

Both students and parents should become familiar with the Iowa Park CISD Student Code of Conduct, which is a document adopted by the board and intended to promote school safety and an atmosphere for learning. That document may be found on the district’s website at www.ipcisd.net and is available in hard copy upon request.

The Student Handbook is a general reference guide only and is designed to be in harmony with board policy and the Student Code of Conduct. Please be aware that it is not a complete statement of all policies, procedures, or rules that may be applicable in a given circumstance.

In case of conflict between board policy (including the Student Code of Conduct) and any provisions of the Student Handbook, the provisions of board policy and the Student Code of Conduct are to be followed.

Complete and return to the student’s campus the following forms (provided in the forms packet distributed at the beginning of the year or upon enrollment): Acknowledgement Form or Acknowledgement of Electronic Distribution of Handbook, Notice Regarding Directory Information and Parent’s Response Regarding Release of Student Information, Parent’s Objection to the Release of Student Information to Military Recruiters and Institutions of Higher

Iowa Park Secondary Handbook

Education (if you choose to restrict the release of information to these entities), and Consent/Opt-Out Form for participation in third party surveys.

Please be aware that the Student Handbook is updated yearly, while policy adoption and revision may occur throughout the year. The district encourages parents to stay informed of proposed board policy changes by attending board meetings and reviewing communications explaining changes in policy or other rules that affect Student Handbook provisions. The district reserves the right to modify provisions of the Student Handbook at any time, whenever it is deemed necessary. Notice of any revision or modification will be given as is reasonably practical under the circumstances.

Although the Student Handbook may refer to rights established through law or district policy, the Student Handbook does not create any additional rights for students and parents. It does not, nor is it intended to, create contractual or legal rights between any student or parent and the district.

We encourage parents to review the entire handbook with their children and keep it as a reference during this school year. If you or your child has questions about any of the material in this handbook, please contact a teacher, the counselor, or the principal.

If you or your child has questions about any of the material in this handbook, please contact:

**Iowa Park High School
#1 Bob Dawson Drive
Iowa Park, Texas 76367
940-592-2144
940-592-2583 (fax)**

Clifton McFadden, Principal
Email: cmcfadden@ipcisd.net

Sarah Taylor, Asst. Principal/Academics
Email: staylor@ipcisd.net

Abby Frost, Asst. Principal/Attendance
Email: afrost@ipcisd.net

Jennifer Gonzalez, Counselor
Email: jgonzalez@ipcisd.net

**W. F. George Middle School
412 E. Cash Street
Iowa Park, Texas 76367
940-592-2196
940-592-2801(fax)**

Stefanie Merrell, Principal
Email: stefaniemerrell@ipcisd.net

Francie Stanford, Assistant Principal
Email: fstanford@ipcisd.net

Nona Laminack, Counselor

Email: nlaminack@ipcisd.net

Note: References to policy codes are included so that parents can refer to board policy. The district's official policy manual is available for review in the district administration office, and an unofficial electronic copy is available at www.ipcisd.net.

Nondiscrimination Statement

In its efforts to promote nondiscrimination and as required by law, Iowa Park CISD does not discriminate on the basis of race, religion, color, national origin, gender, sex, disability, age, or any other basis prohibited by law, in providing education services, activities, and programs, including CTE programs, and provides equal access to the Boy Scouts and other designated youth groups.

In accordance with Title IX, the district does not and is required not to discriminate on the basis of sex and prohibits sex discrimination in its educational programs or activities. The requirement not to discriminate extends to employment. Inquiries about the application of Title IX may be referred to the district's Title IX Coordinator (see below), to the U.S. Department of Education's Office for Civil Rights, or both.

Other federal laws that prohibit discrimination include Title VI, Section 504, the Age Discrimination Act, the Boy Scouts Act, and Title II.

The district has designated and authorized the following employee as the Title IX Coordinator to address concerns or inquiries regarding discrimination on the basis of sex, including sexual harassment, sexual assault, dating violence, domestic violence, stalking, or gender-based harassment: *[see reporting below]*. Reports can be made at any time and by any person, including during non-business hours, by mail, phone, or email. During district business hours, reports may also be made in person. Upon the district receiving notice or an allegation of sex-based harassment, the Title IX Coordinator will promptly respond in accordance with the process described at FFH(LOCAL).

The district's nondiscrimination policy and grievance procedures are in the FFH series of policies in the district's policy manual, available at www.ipcisd.net.

The following district representatives have been designated to coordinate compliance with these legal requirements:

- Title IX Coordinator, for concerns regarding discrimination on the basis of sex, including sexual harassment or gender based harassment:

Superintendent Kevin McCasland

328 E. Highway

Iowa Park, TX 76367
940-592-4193
Email: kmccasland@ipcisd.net

- ADA/Section 504 Coordinator, for concerns regarding discrimination on the basis of disability:

Superintendent Kevin McCasland
328 E. Highway
Iowa Park, TX 76367
940-592-4193
Email: kmccasland@ipcisd.net

- All other concerns regarding discrimination:
See the superintendent, Kevin McCasland, 940-592-4193.

[See policies FB, the FFH series, and GKD.]

Section I: Parental Rights

This section of the Iowa Park High School Student Handbook includes information related to certain rights of parents as specified in state or federal law.

State law provides that a parent has the right to direct the moral and religious training of the parent's child, make decisions concerning the child's education, and consent to medical, psychiatric, and psychological treatment of the child without obstruction or interference from a governmental entity of Texas, including a school district. In addition to referring to the rights of parents, including the right to withhold consent for or exempt the parent's child from certain activities and instruction specified throughout this handbook, parents may access additional information regarding parental rights at the district's website at: www.ipcisd.net

Working Together

Both experience and research tell us that a child's education succeeds best when there is good communication and a strong partnership between home and school. Your involvement and engagement in this partnership may include:

- Encouraging your child to put a high priority on education and working with your child on a daily basis to make the most of the educational opportunities the school provides.
- Ensuring that your child completes all homework assignments and special projects and comes to school each day prepared, rested, and ready to learn.
- Becoming familiar with all of your child's school activities and with the academic programs, including special programs, offered in the district.

- Discussing with the school counselor or principal any questions you may have about the options and opportunities available to your child.
- Reviewing the requirements and options for graduation with your child in middle school and again while your child is enrolled in high school.
- Monitoring your child's academic progress and contacting teachers as needed. [See **Academic Counseling**]
- Attending scheduled conferences and requesting additional conferences as needed. **The district will provide at least two opportunities for in-person conferences during each school year for each parent of a child enrolled in the district with the child's teachers.** To schedule a telephone or in person conference with a teacher, school counselor, or principal, please call the school office at ~~940-592-2144~~ for an appointment. The teacher will usually return your call or meet with you during his or her conference period or before or after school. [See **Report Cards/Progress Reports and Conferences**]
- Becoming a school volunteer. [For further information, see policy GKG]
- Participating in campus parent organizations. Parent organizations include: various Booster Clubs.
- Serving as a parent representative on the district level or campus level planning committees, assisting in the development of educational goals and plans to improve student achievement. For more information, see policies at BQA and BQB, contact:

Clifton McFadden, High School Principal

#1 Bob Dawson Drive
Iowa Park, Texas 76367
940-592-2144
940-592-2583 (fax)
Email: cmcfadden@ipcisd.net

Stefanie Merrell, W. F. George Middle School Principal

412 E. Cash
Iowa Park, Texas 76367
940-592-2196
Email: Stefanimerrell@ipisd.net

- Serving on the School Health Advisory Council (SHAC), assisting the district in ensuring local community values are reflected in health education instruction, human sexuality instruction, instruction on prevention of child abuse, family violence, dating violence,

and sex trafficking, and other wellness issues. [See policies at BDF, EHAA, FFA, and information in this handbook at **School Health Advisory Council (SHAC)**]

- Being aware of the school's ongoing bullying and harassment prevention efforts.
- Contacting school officials if you are concerned with your child's emotional or mental wellbeing.
- Attending board meetings to learn more about district operations. [See policies at BE and BED for more information.]

Accident Insurance

Soon after the school year begins, parents will have the opportunity to purchase low cost accident insurance that would help meet medical expenses in the event of injury to their child.

Consent, Opt-Out, and Refusal Rights

Consent to Conduct a Psychological Evaluation

A district employee will not conduct a psychological examination, test, or treatment without obtaining prior written parental consent. The district will not provide a mental health care service except as permitted by law.

The district has established procedures for providing a parent with a recommendation for an intervention for a student with early warning signs of mental health concerns or substance abuse or who has been identified as at risk of attempting suicide. The district's mental health liaison will notify the student's parent within a reasonable amount of time after the liaison learns that a student has displayed early warning signs and a possible need for intervention and provide information about available counseling options.

The mental health liaison, ~~Jennifer Gonzalez (counselor), can be reached at jgonzalez@ipcisd.net and/or 940-592-2144~~ and can provide further information regarding these procedures as well as educational materials on identifying risk factors, accessing resources for treatment or support on- and off-campus, and accessing available student accommodations provided on campus.

Mental Health Liaison for **high school** is Jennifer Gonzalez (counselor) and can be reached at jgonzalez@ipcisd.net and/or 940-592-2144

Mental Health Liaison for **W.F. Middle School** is Nona Laminack and can be reached at nlaminack@ipcisd.net and/or 940-592-2196

Note: An evaluation may be legally required under special education rules or by the Texas Education Agency (TEA) for child abuse investigations and reports.

Consent to Display a Student's Original Works and Personal Information

Teachers may display students' work, which may include personally identifiable student information, in classrooms or elsewhere on campus as recognition of student achievement.

However, the district will seek parental consent before displaying students' artwork, special projects, photographs taken by students, original videos or voice recordings, and other original works on the district's website, a website affiliated or sponsored by the district, such as a campus or classroom website, and in district publications, which may include printed materials, videos, or other methods of mass communication.

Consent to Receive Parenting and Paternity Awareness Instruction if Student is Under Age 14

A child under the age of 14 must have parental permission before instruction will begin in the district's Parenting and Paternity Awareness Program

(<https://www.texasattorneygeneral.gov/child-support/programs-and-initiatives/parenting-and-paternity-awareness-papa/papa-educators/papa-curriculum>) . This program, developed by the Office of the Texas Attorney General and the State Board of Education (SBOE), is incorporated into the district's health education classes.

Consent to Video or Audio Record a Student When Not Otherwise Permitted by Law

State law permits the school to make a video or voice recording without parental permission for the following circumstances:

- When it is to be used for school safety;
- When it relates to classroom instruction or a co-curricular or extracurricular activity;
- When it relates to media coverage of the school; or
- When it relates to the promotion of student safety as provided by law for a student receiving special education services in certain settings.

The district will seek parental consent through a written request before making any other video or voice recording of your child not otherwise allowed by law.

[See **Video Cameras** for more information, including a parent's right to request video and audio equipment be placed in certain special education settings.]

Opting Out of Advanced Mathematics in Grades 6-8

The district will automatically enroll a student in grade 6 in an advanced mathematics course if the student performed in the 60th percentile or higher on the grade 5 mathematics STAAR or in the top 40 percent on a local measure that demonstrates proficiency in the student's grade 5 mathematics course work.

Enrollment in an advanced mathematics course in grade 6 will enable students to enroll in Algebra I in grade 8 and advanced mathematics in grades 9-12.

The student's parent may opt the student out of automatic enrollment in an advanced mathematics course.

Limiting Electronic Communications with Students by District Employees

Teachers and other approved employees are permitted by the district to use electronic communication with students within the scope of the individual's professional responsibilities, as described by district guidelines. For example, a teacher may set up a social networking page for his or her class that has information related to class work, homework, and tests. As a parent, you are welcome to join or become a member of such a page.

However, instant or text messages sent to an individual student are only allowed if a district employee with responsibility for an extracurricular activity needs to communicate with a student participating in the extracurricular activity. In those situations:

- The employee is required to include the student's parent as a recipient on all text messages.

-

[AND/OR]

- The employee is required to include an individual approved by his or her supervisor as recipients on all text messages.

[AND/OR]

- The employee is required to retain and submit to the district copies of the text messages to district email addresses.

Text messages shall not consist of a conversation and should only address immediate, relevant questions pertaining to the student's participation in the program.

If you prefer that your child not receive any one-to-one electronic communications from a district employee or if you have questions related to the use of electronic media by district employees, please contact the campus principal.

Objecting to the Release of Directory Information

The Family Educational Rights and Privacy Act, or FERPA, permits the district to disclose appropriately designated “directory information” from a child’s education records without written consent. “Directory information” is information that is generally not considered harmful or an invasion of privacy if released. Examples include a student’s photograph for publication in the school yearbook; a student’s name and grade level for purposes of communicating class and teacher assignment; the name, weight, and height of an athlete for publication in a school athletic program; a list of student birthdays for generating school-wide or classroom recognition; a student’s name and photograph posted on a district approved and managed social media platform; and the names and grade levels of students submitted by the district to a local newspaper or other community publication to recognize the A/B honor roll for a specific grading period. Directory information will be released to anyone who follows procedures for requesting it.

However, a parent or eligible student may object to the release of a student’s directory information. **This objection must be made in writing to the principal within ten school days of your child’s first day of instruction for this school year.** [See the “Notice Regarding Directory Information and Parent’s Response Regarding Release of Student Information” included in the forms packet.]

The district requests that families living in a shelter for survivors of family violence or trafficking notify district personnel that the student currently resides in such a shelter. Families may want to opt out of the release of directory information so that the district does not release any information that might reveal the location of such a shelter.

The district has identified the following as directory information: student name; address; telephone listing; electronic mail address; photograph; date and place of birth; major field of study; degrees, honors, and awards received; dates of attendance; grade level; most recent educational institution attended; participation in officially recognized activities and sports; and weight and height of members of athletic teams. If you object to the release of the student information included on the directory information response form, your decision will also apply to the use of that information for school sponsored purposes, such as the honor roll, school newspaper, the yearbook, recognition activities, news releases, and athletic programs.

Also see **Authorized Inspection and Use of Student Records** on pg. 29.

Objecting to the Release of Student Information to Military Recruiters and Institutions of Higher Education

Unless a parent has advised the district not to release his or her student’s information, the Every Student Success Act (ESSA) requires the district to comply with requests from the military recruiters or institutions of higher education to provide the following information about student: Name, Address, and Telephone Listing

Military recruiters may also have access to a student's district-provided email address, unless a parent has advised the district not to release information.

[See **Parent's Objection to the Release of Student Information to Military Recruiters and Institutions of Higher Education**, included in the forms packet.]

Prohibiting the Use of Corporal Punishment

Corporal punishment—spanking or paddling the student—may be used as a discipline management technique in accordance with the Student Code of Conduct and policy FO(LOCAL) in the district's policy manual.

Our practice, at IP~~CISDHS~~, is to contact parents before the corporal punishment is administered. The intent is to redirect, not to injure. Extreme care and consideration is used when corporal punishment is applied. All corporal punishment involves a staff witness and is done discretely. Only approved designees may apply corporal punishment. A record will be maintained of each instance of corporal punishment.

If you do not want corporal punishment to be administered to your child as a method of student discipline, please submit a written statement to the campus principal stating this decision. A signed statement must be provided each year if you do not want corporal punishment to be administered to your child.

You may choose to revoke this prohibition at any time during the year by providing a signed statement to the campus principal. However, district personnel may choose to use discipline methods other than corporal punishment even if the parent requests that this method be used on the student.

Note: If the district is made aware that a student is in temporary or permanent conservatorship (custody) of the state, through foster care, kinship care, or other arrangements, corporal punishment will not be administered, even when a signed statement prohibiting its use has not been submitted by the student's caregiver or caseworker.

Counseling

Academic Counseling

High school students and their parents are encouraged to talk with a school counselor, teacher, or principal to learn more about course offerings, graduation requirements, and early graduation procedures. Each year, high school students will be provided information on anticipated course offerings for the next school year and other information that will help them make the most of academic and CTE opportunities, as well as information on the importance of postsecondary education.

The school counselor can also provide information about entrance exams and application deadlines, as well as information about automatic admission, financial aid, housing, and

scholarships as these relate to state colleges and universities. The school counselor can also provide information about workforce opportunities after graduation or technical and trade school opportunities, including opportunities to earn industry recognized certificates and licenses.

Personal Counseling

The school counselor is available to assist students with a wide range of personal concerns, including such areas as social, family, emotional or mental health issues, or substance abuse. A student who wishes to meet with the school counselor should contact the school counselor for an appointment. As a parent, if you are concerned about your child's mental or emotional health, please speak with the school counselor for a list of resources that may be of assistance.

Physical and Mental Health Resources

Parents and students in need of assistance with physical or mental health concerns may contact the following campus and community resources:

High School

- The campus full nurse: Jamie Shipp, jshipp@ipcisd.net , 940-592-2144
- The campus full time counselor: Jennifer Gonzales, jgonzalez@ipcisd.net, 940-592-2144

Middle School

- The campus full-time nurse, Jenna Wineinger, at jwineinger@ipcisd.net
- The campus full-time school counselor, Nona Laminack, at nlaminack@ipcisd.net

Other Area Resources

STARRY Counseling Services: 940-386-9546

First Step: 1-800-252-5400

Patsy's House: 940-322-8890

Helen Farabee Regional MHMR Center: 1-800-621-8504

North Central TX Community Health Care Center: 940-766-6306

Texas Health and Human Services Commission: 940-767-1720

Texas Child Health Access Through Telemedicine (TCHAT) – contact the school's counselor

For other referral services, please see the school counselor for assistance.

~~STARRY Counseling Services: 940-386-9546~~

~~First Step: 1-800-252-5400~~

~~Patsy's House: 940-322-8890~~

~~Helen Farabee Centers: 1-800-621-8504~~

Substance Abuse Prevention and Intervention

If you are worried that your child may be using or is in danger of experimenting, using, or abusing illegal drugs or other prohibited substances, please contact the school counselor. The school counselor can provide you with a list of community resources that may be of assistance to you. The Texas Department of State Health Services (DSHS) maintains information regarding children's mental health and substance abuse intervention services on its website: [Mental Health and Substance Abuse](#).

Suicide Awareness and Mental Health Support

The district is committed to partnering with parents to support the healthy mental, emotional, and behavioral development of its students. If you are concerned about your child, please access [Texas Suicide Prevention](#) <http://www.texassuicideprevention.org/> or contact the school counselor for more information related to suicide prevention services available in your area.

Participation in Third-Party Surveys

Consent Required Before Student Participation in a Federally Funded Survey, Analysis, or Evaluation

Your child will not be required to participate without parental consent in any survey, analysis, or evaluation—funded in whole or in part by the U.S. Department of Education—that concerns:

- Political affiliations or beliefs of the student or the student's parent.
- Mental or psychological problems of the student or the student's family.
- Sexual behavior or attitudes.
- Illegal, antisocial, self-incriminating, or demeaning behavior.
- Critical appraisals of individuals with whom the student has a close family relationship.
- Relationships privileged under law, such as relationships with lawyers, doctors, and ministers.
- Religious practices, affiliations, or beliefs of the student or parents.
- Income, except when the information is required by law and will be used to determine the student's eligibility to participate in a special program or to receive financial assistance under such a program.

You will be able to inspect the survey or other instrument and any instructional materials used in connection with such a survey, analysis, or evaluation. [For further information, see policy EFA(LEGAL).]

“Opting Out” of Participation in Other Types of Surveys or Screenings and the Disclosure of Personal Information

As a parent, you have a right to receive notice of and deny permission for your child’s participation in:

- School activities involving the collection, disclosure, or use of personal information gathered from your child for the purpose of marketing, selling, or otherwise disclosing that information.
- Any nonemergency, invasive physical examination or screening required as a condition of attendance, administered and scheduled by the school in advance and not necessary to protect the immediate health and safety of the student. **Exceptions are hearing, vision, or scoliosis screenings, or any physical exam or screening permitted or required under state law.** [See policies EF and FFAA.]

Note: This does not apply to the collection, disclosure, or use of personal information collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, students or educational institutions.

A parent may inspect:

- Protected information surveys of students and surveys created by a third party
- Instruments used to collect personal information from students for any of the above marketing, sales, or other distribution purposes
- Instructional material used as part of the educational curriculum

The ED provides extensive information about the

[Protection of Pupil Rights Amendment](https://studentprivacy.ed.gov/resources/protection-pupil-rights-amendment-ppra-general-guidance)
(<https://studentprivacy.ed.gov/resources/protection-pupil-rights-amendment-ppra-general-guidance>), including a [PPRA Complaint Form](https://studentprivacy.ed.gov/file-a-complaint) (<https://studentprivacy.ed.gov/file-a-complaint>).

Pledges of Allegiance and a Minute of Silence

Each school day, students will recite the Pledge of Allegiance to the U.S. flag and the Pledge of Allegiance to the Texas flag. Parents may submit a written request to the principal to excuse their child from reciting a pledge. [See **Reciting the Pledges to the U.S. and Texas Flags**]

State law requires that one minute of silence follow recitation of the pledges. Each student may choose to reflect, pray, meditate, or engage in any other silent activity during that minute so long as the silent activity does not interfere with or distract others. In addition, state law requires that each campus provide for the observance of one minute of silence at the beginning

of the first class period when September 11 falls on a regular school day in remembrance of those who lost their lives on September 11, 2001.

[See policy EC for more information.]

Prayer

Each student has a right to individually, voluntarily, and silently pray or meditate in school in a manner that does not disrupt instructional or other activities of the school. The school will not encourage, require, or coerce a student to engage in or to refrain from such prayer or meditation during any school activity.

Removing a Student from Instruction or Excusing a Student from a Required Component of Instruction

See Consent to Human Sexuality Instruction on page 25 and Consent to Instruction on Prevention of Child Abuse, Family Violence, Dating Violence, and Sex Trafficking on page 26 for information on parent's right to remove a student from such instruction.

Consent to Human Sexuality Instruction

As a part of the district's curriculum, students receive instruction related to human sexuality. The School Health Advisory Council (SHAC) makes recommendations for curriculum materials, and the school board adopts the materials and determines the specific content of instruction.

For more information, see the district's human sexuality instruction website at www.ipcisd.net.

State law requires that any instruction related to human sexuality, sexually transmitted diseases, or human immunodeficiency virus (HIV) or acquired immune deficiency syndrome (AIDS) must:

- Present abstinence from sexual activity as the preferred choice of behavior in relationship to all sexual activity for unmarried persons of school age;
- Devote more attention to abstinence from sexual activity than to any other behavior;
- Emphasize that abstinence is the only method that is 100 percent effective in preventing pregnancy, sexually transmitted diseases, and the emotional trauma associated with adolescent sexual activity;
- Direct adolescents to a standard of behavior in which abstinence from sexual activity before marriage is the most effective way to prevent pregnancy and sexually transmitted diseases; and
- If included in the content of the curriculum, teach contraception and condom use in terms of human use reality rates instead of theoretical laboratory rates.

In accordance with state law a parent may review the curriculum materials. In addition, you may remove your child from any part of the human sexuality instruction with no academic, disciplinary, or other penalties. You may also choose to become more involved with the development of curriculum used for this purpose by becoming a member of the district's SHAC. You may use the district's grievance procedure concerning a complaint. See Complaints and Concerns and FNG (local). Please see the campus principal for additional information.

Consent Before Human Sexuality Instruction

Before a student receives human sexuality instruction, the parent must give written consent. Parents will be sent a request for written consent at least 14 days before instruction will begin.

~~Opting Out of Human Sexuality Instruction~~

~~To remove your student from human sexuality instruction, please contact the principal.~~

Consent to Instruction on Prevention of Child Abuse, Family Violence, Dating Violence, and Sex Trafficking

Before a student receives instruction on the prevention of child abuse, family violence, dating violence and sex trafficking, the district must obtain written consent from the student's parent. Parents will be sent a request for written consent at least 14 days before the instruction will begin.

Annual Notification

Students receive instruction related to the prevention of child abuse, family violence, dating and sex trafficking. The School Health Advisory Council (SHAC) makes recommendations for curriculum materials and determines the specific content of the instruction.

For further information, see the district's abuse prevention instruction website at www.ipcisd.net.

In accordance with state law a parent may:

- Review, receive a copy of, or purchase a copy of curriculum materials depending on the copyright of the materials. As required by law, any curriculum materials in the public domain used in this instruction will be posted on the district's website at the location indicated above.
- Remove his or her child from any part of this instruction without academic, disciplinary, or other penalties.
- Become involved in the development of this curriculum by becoming a member of the district's SHAC or attending SHAC meetings. (See the campus principal for details.)

- Use the district's grievance procedure concerning a complaint. See Complaints and Concerns (All Grade Levels) and FNG for information on the grievance and appeals process.

[See Consent to Human Sexuality on page 25; Dating Violence on page 73; and Child Sexual Abuse, Neglect, Trafficking, and Other Maltreatment on Children on page 108.]

Reciting a Portion of the Declaration of Independence in Grades 3–12

You may request that your child be excused from recitation of a portion of the Declaration of Independence. State law requires students in social studies classes in grades 3–12 to recite a portion of the text of the Declaration of Independence during Celebrate Freedom Week unless (per state law) if any of the following apply (1) you provide a written statement requesting that your child be excused, (2) the district determines that your child has a conscientious objection to the recitation, or (3) a parent is a representative of a foreign government to whom the U.S. government extends diplomatic immunity. [See policy EHBK(LEGAL).]

Reciting the Pledges to the U.S. and Texas Flags

As a parent, you may request that your child be excused from participation in the daily recitation of the Pledge of Allegiance to the U.S. flag and the Pledge of Allegiance to the Texas flag. The request must be in writing. State law does not allow your child to be excused from participation in the required minute of silence or silent activity that follows. [See **Pledges of Allegiance and a Minute of Silence** and policy EC(LEGAL).]

Religious or Moral Beliefs

You may remove your child temporarily from the classroom if an instructional activity in which your child is scheduled to participate conflicts with your religious or moral beliefs. The removal cannot be for the purpose of avoiding a test and may not extend for an entire semester. Further, your child must satisfy grade level and graduation requirements as determined by the school and by state law.

Tutoring or Test Preparation

Based on informal observations, evaluative data such as grades earned on assignments or tests, or results from diagnostic assessments, a teacher may determine that a student is in need of additional targeted assistance in order for the student to achieve mastery in state developed essential knowledge and skills. The school will always attempt to provide tutoring and strategies for test taking in ways that prevent removal from other instruction as much as possible. In accordance with state law and policy EC, the school will not remove a student from a regularly scheduled class for remedial tutoring or test preparation for more than ten percent of the school days on which the class is offered, unless the student's parent consents to this removal.

If a district offers tutorial services to students, state law requires a student with a grade below a 70 for a reporting period to attend.

[Also refer to policies EC and EHBC, and contact your student's teacher with questions about any tutoring programs provided by the school. [See **Standardized Testing** on page 76 for information regarding required accelerated instruction after a student fails to perform satisfactorily on certain state-mandated tests.]

Right of Access to Student Records, Curriculum Materials, and District Records/Policies

Parent Review of Instructional Materials

As a parent, you have a right to review teaching materials, textbooks, and other teaching aids and instructional materials used in the curriculum, and to examine tests that have been administered to your child, whether instruction is delivered in-person, virtually, or remotely. The district will provide login credentials to each student's parent for any learning management system or online learning portal used in instruction to facilitate parent access and review.

The district will make instructional materials available for parent review no later than 30 days before the school year begins and for the last 30 days after the school year ends. However, tests that have not yet been administered will not be available for parent examination.

The district will provide login credentials to each student's parent for any learning management system or online learning portal used in instruction to facilitate parent access and review.

You are also entitled to request that the school allow your child to take home any instructional materials used by the student. If the school determines that sufficient availability exists to grant the request, the student must return the materials at the beginning of the next school day if requested to do so by the child's teacher.

A school must provide printed versions of electronic instructional materials to a student if the student does not have reliable access to technology at home.

Teachers are required to provide a copy of the teacher's instructional plan or course syllabus for each class to the parent of each student enrolled in that class before the beginning of each semester. A parent may obtain additional copies of plan or syllabus by request. The teacher will provide the plan or syllabus the first day of each semester.†

District Review of Instructional Materials

A parent may request that the district conduct an instructional material review in math, English Language Arts, science, or social studies class in which a parent's student is enrolled to determine alignment with state standards and the rigor for the grade level.

The district is not required to conduct an instructional material review for a specific subject area or grade level at a specific campus more than once per school year.

For more information about requesting an instructional material review contact the campus principal.

For information about parental access to any online library catalog and library materials, see Library (All Grade Levels).¶

Notices of Certain Student Misconduct to Noncustodial Parent

A noncustodial parent may request in writing that he or she be provided, for the remainder of the school year, a copy of any written notice usually provided to a parent related to his or her child's misconduct that may involve placement in a disciplinary alternative education program (DAEP) or expulsion. [See policy FO(LEGAL) and the Student Code of Conduct.]

Participation in Federally Required, State Mandated, and District Assessments

You may request information regarding any state or district policy related to your child's participation in assessments required by federal law, state law, or the district.

Student Records

Right of Access to Student Records, Instructional Materials, and District Records/Policies

A parent may review their child's records, including:

- Attendance records,
- Test scores,
- Grades,
- Disciplinary records,
- Counseling records,
- Psychological records,
- Applications for admission,
- Health and immunization information,
- Other medical records,
- Teacher and school counselor evaluations,
- Reports of behavioral patterns,

- Records relating to assistance provided for learning difficulties, including information collected regarding any intervention strategies used with your child, as the term intervention strategy is defined by law.
- State assessment instruments that have been administered to your child as released by and permitted by TEA, and
- Teaching materials and tests used in your child's classroom.

Authorized Inspection and Use of Student Records

A federal law, known as the Family Educational Rights and Privacy Act, or FERPA, affords parents and eligible students certain rights with respect to student education records. For purposes of student records, an "eligible" student is one who is age 18 or older or who is attending an institution of postsecondary education. These rights, as discussed in this section as well as at **Objecting to the Release of Directory Information**, are:

- The right to inspect and review student records within 45 days after the day the school receives a request for access.
- The right to request an amendment to a student record the parent or eligible student believes is inaccurate, misleading, or otherwise in violation of FERPA.
- The right to provide written consent before the school discloses personally identifiable information from the student's records, except to the extent that FERPA authorizes disclosure without consent.
- File a complaint (<https://studentprivacy.ed.gov/file-a-complaint>) with the U.S. Department of Education concerning failures by the school to comply with FERPA requirements.

Both FERPA and state laws safeguard student records from unauthorized inspection or use and provide parents and eligible students certain rights of privacy. Before disclosing any personally identifiable information from a student's records, the district must verify the identity of the person, including a parent or the student, requesting the information.

Virtually all information pertaining to student performance, including grades, test results, and disciplinary records, is considered confidential educational records.

Inspection and release of student records is primarily restricted to an eligible student or a student's parents unless the school is given a copy of a court order terminating parental rights or the right to access a student's education records. A parent's rights regarding access to student records are not affected by the parent's marital status.

Federal law requires that, as soon as a student meets at least one of the following criteria: reaches the age of 18, is emancipated by a court, enrolls in a postsecondary institution, control of the records goes to the student. However the parent may continue to have access to the records, however, if the student is a dependent for tax purposes and under limited circumstances when there is a threat to the health and safety of the student or other individuals.

FERPA permits the disclosure of personally identifiable information from a student's education records, without written consent of the parent or eligible student, in the following circumstances:

- When district school officials have what federal law refers to as a "legitimate educational interest" in a student's records. School officials would include: board members and employees, such as the superintendent, administrators, and principals; teachers, school counselors, diagnosticians, and support staff (including district health or district medical staff); a person or company with whom the district has contracted or allowed to provide a particular institutional service or function (such as an attorney, consultant, third-party vendor that offers online programs or software, auditor, medical consultant, therapist, school resource officer, or volunteer); a person appointed to serve on a team to support the district's safe and supportive school program; a parent or student serving on a school committee; or a parent or student assisting a school official perform of their duties. "Legitimate educational interest" in a student's records includes working with the student; considering disciplinary or academic actions, the student's case, or an individualized education program for a student with disabilities; compiling statistical data; reviewing an educational record to fulfill the official's professional responsibility to the school and the student; or investigating or evaluating programs.
- To authorized representatives of various governmental agencies, including juvenile service providers, the U.S. Comptroller General's office, the U.S. Attorney General's office, the U.S. Secretary of Education, TEA, the U.S. Secretary of Agriculture's office, and Child Protective Services (CPS) caseworkers or other child welfare representatives, in certain cases.
- To individuals or entities granted access in response to a subpoena or court order.
- To another school, school district/system, or institution of postsecondary education to which a student seeks or intends to enroll or in which he or she is already enrolled.
- In connection with financial aid for which a student has applied or which the student has received.
- To accrediting organizations to carry out accrediting functions.

- To organizations conducting studies for, or on behalf of, the school, in order to develop, validate, or administer predictive tests; administer student aid programs; or improve instruction.
- To appropriate officials in connection with a health or safety emergency.
- When the district discloses information it has designated as directory information [see **Objecting to the Release of Directory Information** for opportunities to prohibit this disclosure].

Release of personally identifiable information to any other person or agency—such as a prospective employer or for a scholarship application—will occur only with parental or student permission as appropriate.

The principal OR superintendent is custodian of all records for currently enrolled students at the assigned school. The principal or superintendent is the custodian of all records for students who have withdrawn or graduated.

A parent or eligible student who wishes to inspect the student's records should submit a written request to the records custodian identifying the records he or she wishes to inspect. Records may be inspected by a parent or eligible student during regular school hours. The records custodian or designee will respond to reasonable requests for explanation and interpretation of the records.

A parent or eligible student who provides a written request and pays copying costs of ten cents per page may obtain copies. If circumstances prevent inspection during regular school hours and the student qualifies for free or reduced-price meals, the district will either provide a copy of the records requested or make other arrangements for the parent or student to review these records. You may contact the custodian of records for currently enrolled, withdrawn, or graduated students at:

Kevin McCasland
Superintendent
328 East Hwy.
Iowa Park, Texas 76367
940-592-4193
kmccasland@ipcisd.net

A parent (or eligible student) may inspect the student's records and request a correction or amendment if the records are considered inaccurate, misleading, or otherwise in violation of the student's privacy rights. A request to correct a student's record should be submitted to the appropriate custodian of records. The request must clearly identify the part of the record that should be corrected and include an explanation of how the information in the record is inaccurate. If the district denies the request to amend the records, the parent or eligible student has the right to request a hearing. If the records are not amended as a result of the hearing, the

parent or eligible student has 30 school days to exercise the right to place a statement commenting on the information in the student's record.

Although improperly recorded grades may be challenged, contesting a student's grade in a course or on an examination is handled through the general complaint process found in policy FNG(LOCAL). A grade issued by a classroom teacher can be changed only if, the board of trustees determines that, the grade is arbitrary, erroneous, or inconsistent with the district's grading policy. [See FINALITY OF GRADES at FNG(LEGAL), **Report Cards/Progress Reports and Conferences**, and **Complaints and Concerns** for an overview of the process.]

The district's policy regarding student records found at policy FL(LEGAL) and (LOCAL) is available from the principal's or superintendent's office or on the district's website at www.ipcisd.net.

The parent's or eligible student's right of access to and copies of student records do not extend to all records. Materials that are not considered educational records—such as a teacher's personal notes about a student that are shared only with a substitute teacher—do not have to be made available to the parents or student.

Teacher and Staff Professional Qualifications

You may request information regarding the professional qualifications of your child's teachers, including whether a teacher has met state qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction; whether the teacher has an emergency permit or other provisional status for which state requirements have been waived; and whether the teacher is currently teaching in the field of discipline of his or her certification. You also have the right to request information about the qualifications of any paraprofessional who may provide services to your child.

Safety Transfers/Assignments

As a parent, you may:

- Request the transfer of your child to another classroom or campus if your child has been determined by the district to have been a victim of bullying, which includes cyberbullying, as defined by Education Code 37.0832. Transportation is not provided for a transfer to another campus. See the superintendent OR principal for information.
- Consult with district administrators if your child has been determined by the district to have engaged in bullying and the board decides to transfer your child to another classroom or campus. Transportation is not provided for a transfer to another campus. See the superintendent or principal for more information.

[See **Bullying**, policy FDB, and policy FFI.]

- Request the transfer of your child to attend a safe public school in the district if your child attends school at a campus identified by TEA as persistently dangerous or if your

child has been a victim of a violent criminal offense while at school or on school grounds. [See policy FDE.]

- Request the transfer of your child to another district campus OR a neighboring district if your child has been the victim of a sexual assault by another student assigned to the same campus, whether the assault occurred on or off campus, and that student has been convicted of or placed on deferred adjudication for that assault. If the victim does not wish to transfer, the district will transfer the assailant in accordance with policy FDE.

The principal is authorized to transfer a student from one classroom to another.

School Facilities

Use by Students Before and After School (All Grade Levels)

Certain areas of the school will be accessible to students before and after school for specific purposes. Students are required to remain in the area where their activity is scheduled to take place.

The following areas are open to students before school, beginning at 7 a.m.

- Cafeteria

Unless the teacher or sponsor overseeing an activity gives permission, a student will not be permitted to go to another area of the building or campus.

After dismissal of school in the afternoon, unless a student is involved in an activity under the supervision of a teacher or other authorized employee or adult, or unless students are granted permission to remain on campus in accordance with policy FNAB, students must leave campus immediately.

Conduct Before and After School

Teachers and administrators have full authority over student conduct at before or after school activities on district premises and at school sponsored events off district premises, such as play rehearsals, club meetings, athletic practices, and special study groups or tutorials. Students must follow the same rules of conduct that apply during the instructional day and will be subject to consequences established by the Student Code of Conduct or any stricter standards of behavior established by the sponsor for extracurricular participants.

Use of Hallways During Class Time

Loitering or standing in the halls during class is not permitted. During class time, a student must have a hall pass to be outside the classroom for any purpose. Failure to obtain a pass will result in disciplinary action in accordance with the Student Code of Conduct.

Passes to leave classrooms are to be issued by the teacher for emergency only. After classes begin, students are not to be in the hallways without a pass from a teacher or Principal.

Students should present their passes to any teacher or administrator they may meet in the hallway. * 15 Minute Rule No students should be in the halls for the first and last 15 minutes of the period.

Food and Nutrition Services

The district participates in the School Breakfast Program and National School Lunch Program and offers students nutritionally balanced meals daily in accordance with standards set forth in state and federal law.

Some students are eligible for free and reduced-price meals are available based on financial needs. Information about a student's participation is confidential. The district may share information such as a student's name and eligibility status to help enroll eligible children in Medicaid or the state children's health insurance program (CHIP) unless the student's parent notifies the district that a student's information should not be disclosed.

Participating students will be offered the same meal options as their peers and will not be treated differently from their peers.

To apply for free or reduced-price meal services, contact:

Abby Frost, - High School Assistant Principal

~~#1 Bob Dawson Drive~~

~~Iowa Park, Texas 76367~~

940-592-2144

~~940-592-2583 (fax)~~

Email: afrost@ipcisd.net

Francie Stanford, Middle School Assistant Principal

940-592-2196

Email: fstanford@ipcisd.net

Parents are strongly encouraged to continually monitor their child's meal account balance. When a student's meal account is depleted, the district will notify the parent. The student will be allowed to continue purchasing meals until the balance reaches \$20.00 or according to the grace period set by the school board, and the district will present the parent with a schedule of repayment for any outstanding account balance and an application for free or reduced meals. If the district is unable to work out an agreement with the student's parent on replenishment of the student's meal account and payment of any outstanding balance, the student will receive a meal. The district will make every effort to avoid bringing attention to the student.

The following information is published by the USDA for participation in the National School Lunch Program:

"In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis

of race, color, national origin, sex ~~(including gender identity and sexual orientation)~~, disability, age, or reprisal or retaliation for prior civil rights activity.

“Program information may be made available in languages other than English. Persons with disabilities who requires alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA’s TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

“To file a program discrimination complaint, a Complainant should complete for AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at:

<https://www.usda.gov/sites/default/files/documents/ad-3027.pdf> , from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain complainant’s name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to the USDA by:

1. Mail:

U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or

2. Fax:

(833) 256-1665 or (202) 690-7442; or

3. email:

Program.Intake@usda.gov

“This institution is an equal opportunity provider.”

The responsible state agency that administers the program is the Texas Department of Agriculture ([Notes and Additional Resources](#)), which can be reached at (800) TELL-TDA (835-5832) or (800) 735-2989 (TTY).

The local agency that administers the program is the district. See Nondiscrimination Statement for the name and contact information for the Title IX coordinator, ADA/Section 504 coordinator, and superintendent for other concerns about discrimination.

Library

The library is a learning laboratory with books, computers, magazines, and other materials available for classroom assignments, projects, and reading or listening pleasure. The library is open for independent student use during the following times with a teacher permit:

- ~~7:30 a.m.~~ – 4 p.m. – Monday-Friday

The mission of today's school library media center (LMC) is to help prepare students to enter the information age of the twenty-first century. The school LMC can and should play a central role in the education of students, helping them become productive, information literate and knowledgeable citizens in the years to come. The ability of students to access, locate, manipulate, and synthesize information is critical for success in tomorrow's world. Information takes many forms. No longer limited to linear print formats, information may be found, for example, in a picture, a videocassette, a laser disc, or a computer program. Students today must be prepared to deal with this plethora of information sources to become effective citizens of tomorrow. The school LMC can offer them valuable assistance. However, it must be respected cellular and have rules to be followed in order to have a LMC that reaches all students in meaningful ways.

The district follows the Texas State Library and Archive Commission's standards for school library collection development.

Parents are the primary decision makers regarding their student's access to library material. The district encourages parental involvement in library acquisition maintenance, and campus activities. Parents are encouraged to communicate with school's principal and their child's teacher about special considerations regarding library materials self-selected by their student.

A parent who wants to access to the school's library or any available online catalog should submit a request to the principal.

The district welcomes student and parent feedback on library materials and services. A district employee or parent may request the reconsideration of a library material by contacting the campus principal.

Materials that leave the library must be checked out. To adhere to this rule, students must leave all items in their locker or classroom except for a notebook and writing instrument upon entering the library. Books may be checked out for two weeks. Periodicals, subject files, and reserved items are used in the LMC only. The student's identification card must be presented in order to check out materials. All students will be checked upon leaving the library to ensure compliance with this rule. Items that are overdue will be fined ten cents a day until returned. Report cards are held until all items are returned and fines paid.

Additional rules are available in the LMC. Students who choose not to follow LMC rules will be removed from the LMC. Students who continually choose not to follow the rules will be suspended from the LMC.

Meetings of Non-curriculum Related Groups

Student organized, student led non-curriculum related groups are permitted to meet during the hours designated by the principal before and after school. These groups must comply with the requirements of policy FNAB(LOCAL).

A list of these groups is available in the principal's office.

Students with Exceptionalities or Special Circumstances

The district provides special programs for gifted and talented students, students who are homeless, students in foster care, bilingual students, migrant students, English learners, students diagnosed with dyslexia, and students with disabilities. The coordinator of each program can answer questions about eligibility requirements, as well as programs and services offered in the district or by other organizations. A student or parent with questions about these programs should contact ~~High School~~ the campus office.

A student who has or is at risk for dyslexia or a related reading difficulty is eligible to participate in the Texas State Library and Archives Commission's Talking Book Program, which provides audiobooks free of charge to qualifying Texans with visual, physical, or reading disabilities.

Children of Military Families

[The Interstate Compact on Educational Opportunities for Military Children](https://www.dodea.edu/partnership/interstatecompact.cfm)

(<https://www.dodea.edu/partnership/interstatecompact.cfm>) entitles children of military families will be provided flexibility regarding certain district requirements, including:

- Immunization requirements.
- Grade level, course, or educational program placement.
- Eligibility requirements for participation in extracurricular activities.
- Enrollment in virtual or hybrid courses offered by the district or another district or school.
- Graduation requirements.

In addition, absences related to a student visiting with his or her parent, including a stepparent or legal guardian, who has been called to active duty for, is on leave from, or is returning from a deployment of at least four months will be excused by the district. The district will permit no more than five excused absences per year for this purpose. For the absence to be excused, the

absence must occur no earlier than the 60th day before deployment or no later than the 30th day after the parent's return from deployment.

Additional information may be found at [Military Family Resources at the Texas Education Agency http://tea.texas.gov/index2.aspx?id=7995](http://tea.texas.gov/index2.aspx?id=7995)

English Learners

A student who is an emergent bilingual student is entitled to receive specialized services from the district. To determine whether the student qualifies for services, a Language Proficiency Assessment Committee (LPAC) will be formed, which will consist of both district personnel and at least one parent representative. The student's parent must consent to any services recommended by the LPAC for an English learner. However, pending the receipt of parental consent or denial of services, an eligible student will receive the services to which the student is entitled and eligible.

In order to determine a student's level of proficiency in English, the LPAC will use information from a variety of assessments. If the student qualifies for services, and once a level of proficiency has been established, the LPAC will then designate instructional accommodations or additional special programs that the student will require to eventually become proficient at grade level work in English. Ongoing assessments will be conducted to determine a student's continued eligibility for the program.

The LPAC will also determine whether certain accommodations are necessary for any state mandated assessments. The STAAR Spanish, as mentioned at **Standardized Testing**, may be administered to an emergent bilingual student for a student up to grade 5. In limited circumstances, a student's LPAC may exempt the student from an otherwise required state mandated assessment or may waive certain graduation requirements related to the English I end-of-course (EOC) assessment. The Texas English Language Proficiency Assessment System (TELPAS) will also be administered to emergent bilingual student who qualify for services.

If a student is considered an emergent bilingual student and receives special education services because of a qualifying disability, the student's ARD committee will make instructional and assessment decisions in conjunction with the LPAC.

Gifted and Talented Program

A gifted and talented student means a child or youth who performs at or shows the potential for performing at a remarkably high level of accomplishment when compared to others of the same age, experience, or environment and who:

- (1) Exhibits high performance capability in an intellectual, creative, and/or artistic area;
- (2) Possesses an unusual capacity for leadership; or
- (3) Excels in a specific academic field.

Nominations can originate from teachers, parents or community members during the nomination period. Nominated students are nominated with a formal nomination sheet to be given to the campus office. Written parent or guardian permission is required to screen/assess a student. If a parent does not want his/her child to be screened, this information will be documented.

Information on the Gifted and Talented Program (GT) is available in the counselor's office. See also policy SEC 29.121.

Multiple Birth Siblings

As a parent, if your children are multiple birth siblings (e.g., twins, triplets, etc.) assigned to the same grade and campus, you may request that they be placed either in the same classroom or in separate classrooms. Your written request must be submitted no later than the 14th day after the enrollment of your children. [See policy FDB (LEGAL).]

Service/Assistance Animal Use by Students

A parent of a student who uses a service/assistance animal because of the student's disability must submit a request in writing to the principal before bringing the service/assistance animal on campus. The district will try to accommodate a request as soon as possible but will do so within ten district business days.

Students in the Conservatorship of the State (Foster Care)

In an effort to provide educational stability, the district will provide enrollment and registration assistance, as well as other educational services throughout the student's enrollment, to any student who is currently placed or newly placed in foster care (temporary or permanent custody of the state, sometimes referred to as substitute care).

The district will assess the student's available records to determine transfer of credit for subject and courses taken before the student's enrollment in the district.

A student who is currently in the conservatorship (custody) of the state and who enrolls in the district after the beginning of the school year will be allowed credit-by-examination opportunities at any point during the school year, and the district will award proportionate course credit (partial credit) when a student only passes one half of a two half course.

A student who is currently in the conservatorship of the state and who is moved outside of the district's or school's attendance boundaries, or who is initially placed in the conservatorship of the state and who is moved outside the district's or school's boundaries, is entitled to continue in enrollment at the school he or she was attending prior to the placement or move until the student reaches the highest grade level at the particular school. In addition, if a student in grade 11 or 12 transfers to another district but does not meet the graduation requirements of the receiving district, the student can request to receive a diploma from the previous district if he or she meets the criteria to graduate from the previous district.

In addition, for a student in the conservatorship of the state who is eligible for a tuition and fee exemption under state law and likely to be in care on the day preceding the student's 18th birthday, the district will:

- Assist the student with the completion of any application for admission or for financial aid;
- Arrange and accompany the student on campus visits;
- Assisting in searching and applying for private or institution sponsored scholarships;
- Identify whether the student is a candidate for appointment to a military academy;
- Assist the student in registering and preparing for college entrance examinations, including, subject to the availability of funds, arranging for the payment of any examination fees by the Texas Department of Family and Protective Services (DFPS); and
- Coordinate contact between the student and a liaison officer for students who were formerly in the conservatorship of the state.

If you have any questions, please contact the foster care liaison:

Kevin McCasland

Superintendent

328 east HWY, P.O. Box 898, Iowa Park, TX 76367

kmccasland@ipcisd.net

940-592-4193

[See **Credit by Examination for Advancement/Acceleration** on page 39 and **Course Credit** on page 39.]

A Student Who Is Homeless

A parent is encouraged to inform the district if his or her child is experiencing homelessness. District staff can share resources that may be able to assist families. A student who is homeless will be provided flexibility regarding certain district provisions, including:

- Proof of residency requirements;
- Immunization requirements;
- Educational program placement, if the student is unable to provide previous academic records, or misses an application deadline during a period of homelessness;
- Credit-by-examination opportunities;
- The award of partial credit (awarding credit proportionately when a student passes only one half of a two half course);
- Eligibility requirements for participation in extracurricular activities; and

- Assessment of the student's available records to determine transfer of credit for subjects and courses taken before the student's enrollment in the district;
- Graduation requirements.

Federal law also allows a student who is homeless to remain enrolled in what is called the "school of origin" or to enroll in a new school in the attendance area where the student is currently residing.

If a student in grade 11 or 12 is homeless and transfers to another school district but does not meet the graduation requirements of the receiving district, the student can request to receive a diploma from the previous district if he or she meets the criteria to graduate from the previous district.

A student or parent who is dissatisfied by the district's eligibility, school selection, or enrollment decision may appeal through policy FNG(LOCAL). The district will expedite local timelines, when possible, for prompt dispute resolution.

For more information on services for students who are homeless, contact the district's homeless education liaison: Kevin McCasland

Superintendent
328 East Hwy.
Iowa Park, Texas 76367
940-592-4193
kmccasland@ipcisd.net

[See Credit by Examination for Advancement/Acceleration and Course Credit.]

Students Who Have Learning Difficulties or Who Need Special Education or Section 504 Services

For those students who are having difficulty in the regular classroom, schools must consider tutorial, compensatory, and other academic or behavior support services that are available to all students, including a process based on Response to Intervention (RtI). The implementation of RtI has the potential to have a positive impact on the ability of districts to meet the needs of all struggling students.

If a student is experiencing learning difficulties, his or her parent may contact the counselor, principal, or West Wichita County Coop to learn about the district's overall general education referral or screening system for support services. This system links students to a variety of support options, including making a referral for a special education evaluation or for a Section 504 evaluation to determine whether the student needs specific aids, accommodations, or services. A parent may request an evaluation for special education or Section 504 services at any time.

Special Education Referrals: A parent may request an evaluation for special education services at any time. If a parent makes a written request to a school district's director of special education services or to a district administrative employee for an initial evaluation for special education services, the school must, not later than the 15th school day after the date the school receives the request. At that time, the district must give the parent prior written notice of whether it agrees or refuses to evaluate the student, along with a copy of the Notice of Procedural Safeguards (https://fw.escapps.net/Display_Portal/publications) . If the district agrees to evaluate the student, it must also give the parent the opportunity to give written consent for the evaluation.

Note: A request for a special education evaluation may be made verbally and does not need to be in writing. Districts must still comply with all federal prior written notice and procedural safeguard requirements as well as the requirements for identifying, locating, and evaluating children who are suspected of being a child with a disability and in need of special education. However, a verbal request does not require the district or charter school to respond within the 15-school-day timeline.

If the school decides to evaluate the student, the school must complete the initial evaluation and the resulting report no later than 45 school days from the day the school receives a parent's written consent to evaluate the student. However, if the student is absent from school during the evaluation period for three or more school days, the evaluation period must be extended by the number of school days equal to the number of school days that the student is absent.

There is an exception to the 45 school day timeline. If the school receives a parent's consent for the initial evaluation at least 35 but less than 45 school days before the last instructional day of the school year, the school must complete the written report and provide a copy of the report to the parent by June 30 of that year. However, if the student is absent from school for three or more days during the evaluation period, the June 30th due date no longer applies. Instead, the general timeline of 45 school days plus extensions for absences of three or more days will apply.

Upon completion, the school must give you a copy of the evaluation report at no cost.

Additional information regarding special education is available from the school district in a companion document titled "[Parent's Guide to the Admission, Review, and Dismissal Process](https://fw.escapps.net/Display_Portal/publications)" (https://fw.escapps.net/Display_Portal/publications).

The following websites provide information to those who are seeking information and resources specific to students with disabilities and their families:

- [Texas Project FIRST](http://www.texasprojectfirst.org/) <http://www.texasprojectfirst.org/>
- [Partners Resource Network](http://prntexas.org/) <http://prntexas.org/>
- [Legal Framework for the Child-Centered Special Education Process](#)
- [Special Education Information Center](#)

- [TEA Special Education Parent and Family Resources](https://tea.texas.gov/academics/special-student-populations/special-education/parent-and-family-resources)
(<https://tea.texas.gov/academics/special-student-populations/special-education/parent-and-family-resources>)

The designated person to contact regarding options for a child experiencing learning difficulties or a referral for evaluation for special education services or post-secondary transitions, including the transition from education to employment or for students receiving special education services is:

High School : Sarah Taylor

Assistant Principal/Academics

#1 Bob Dawson Dr.

Iowa Park, Texas 76367

940-592-2144

staylor@ipcisd.net

W.F. Middle School: Stefanie Merrell

Principal

412 E. Cash

Iowa Park, Texas 76367

940-592-2196

stefaniemerrell@ipisd.net

The district will notify the parent of a student, other than a student enrolled in a special education program, who receives assistance from the district for learning difficulties, including intervention strategies, that the district provides assistance to the student.

Notification to Parents of Intervention Strategies for learning Difficulties Provided to Students in General Education

In accordance with state law, the district will annually notify parents if their child receives assistance for learning difficulties. Details of such assistance can include intervention strategies. This notice is not intended for those students already enrolled in special education programs.

Texas Driving with Disability Program

In accordance with state law, the district will provide notification of the Texas Driving with Disability Program to students who have a health condition or disability that may impede effective communication with a peace officer and receive special education or are covered by Section 504 of the Rehabilitation Act of 1973. This notification will be provided annually to an eligible student aged 16 years or older until the student's graduation or 21st birthday and to the student's parents.

The Texas Driving with Disability Program focuses on improving the interaction between law enforcement and drivers with disabilities that have unique communication needs.

- [Driving with Autism Brochure](https://gov.texas.gov/uploads/files/organization/disabilities/Driving-with-Autism-Brochure.pdf)
(<https://gov.texas.gov/uploads/files/organization/disabilities/Driving-with-Autism-Brochure.pdf>)
- [Driving with Autism Brochure in Spanish](https://gov.texas.gov/uploads/files/organization/disabilities/Driving-with-Autism-Brochure-Es.pdf)
(<https://gov.texas.gov/uploads/files/organization/disabilities/Driving-with-Autism-Brochure-Es.pdf>)

Students Who Receive Special Education Services with Other School Aged Children in the Home

If a student is receiving special education services at a campus outside his or her attendance zone, the parent or guardian may request that any other student residing in the household be transferred to the same campus, if the appropriate grade level for the transferring student is offered on that campus. However, the district is not required to provide transportation to the other children in the household. The parent or guardian should speak with the principal of the school regarding transportation needs prior to requesting a transfer for any other children in the home. [See policy FDB(LOCAL).]

Students Who Speak a Primary Language Other than English

A student may be eligible to receive specialized support if his or her primary language is not English, and the student has difficulty performing ordinary class work in English. If the student qualifies for these extra services, the Language Proficiency Assessment Committee (LPAC) will determine the types of services the student needs, including accommodations or modifications related to classroom instruction, local assessments, and state mandated assessments.

[See **Emergent Bilingual Students** on page 37 and **Special Programs** on page 37.]

Students with Physical or Mental Impairments Protected Under Section 504

A child determined to have a physical or mental impairment that substantially limits a major life activity, as defined by law, and who does not otherwise qualify for special education services, may qualify for protections under Section 504 of the Rehabilitation Act. Section 504 is a federal law designed to prohibit discrimination against individuals with disabilities. When an evaluation is requested, a committee will be formed to determine if the child is in need of services and supports under Section 504 to receive a free appropriate public education (FAPE), as this is defined in federal law.

The designated person to contact regarding a referral for evaluation applicable to Section 504 is the counselor at **each campus.** ✦ ~~Jennifer Gonzalez~~

~~Counselor~~

~~#1 Bob Dawson Dr.~~

~~Iowa Park, Texas 76367~~

~~940-592-2144~~

~~jgonzalez@ipcisd.net~~

[See policy FB.]

Textbooks, Electronic Textbooks, Technological Equipment, and Other Instructional Materials

Instructional materials are any resources used in classroom instruction as part of the required curriculum, such as textbooks, workbooks, computer software, or online services.

The district selects instructional materials in accordance with state law and policy EFA.

The district provides approved instructional materials to students free of charge for each subject or class. Students must treat instructional materials with care, as directed by teacher.

If the district does not issue graphing calculators for a course requiring their use, a student may use a calculator application with the same functionality as a graphing calculator on a phone, laptop, tablet, or other computing device in place of a graphing calculator.

A student who is issued a damaged item should report the damage to the teacher. Any student failing to return an item in acceptable condition loses the right to free textbooks and technological equipment until the item is returned or the damage paid for by the parent; however, the student will be provided the necessary instructional resources and equipment for use at school during the school day.

For information on library books and other resources students may access voluntarily, see Library (ALL Grade Levels).

Transfers

The principal is authorized to transfer a student from one classroom to another.

[See **Safety Transfers/Assignments, Bullying, and Students Who Have Learning Difficulties or Who Need Special Education Services**, for other transfer options.]

Transportation

School Sponsored Trips

Students who participate in school sponsored trips are required to use transportation provided by the school to and from the event. As approved by the principal, a coach or sponsor of an extracurricular activity may establish procedures related to making an exception to this requirement when a parent requests that the student be released to the parent or to another adult designated by the parent.

School-sponsored Field Trips

The district periodically takes students on field trips for educational purposes.

A parent must provide permission for a student to participate in a field trip.

The district may ask the parent to provide information about a student's medical provider and insurance coverage, and may also ask the parent to sign a waiver allowing for emergency medical treatment in the case of a student accident or illness during the field trip.

The district may require a fee for student participation in a field trip that is not required as part of a basic educational program or course to cover expenses such as transportation, admission, and meals; however, a student will not be denied participation because of financial need.

Buses and Other School Vehicles

The district makes school bus transportation available to all students living two or more miles from school and any students who are homeless. This service is provided at no cost to students.

Bus routes and stops will be designated annually, and any subsequent changes will be posted at the school and on the district's website. For the safety of the operator of the vehicle and all passengers, students must board buses or other vehicles only at authorized stops, and drivers must unload passengers only at authorized stops.

Further information may be obtained by calling the superintendent's office at 940-592-4193.

See the Student Code of Conduct for provisions regarding transportation to the Disciplinary Alternative Education Program.

A parent may also designate a childcare facility or grandparent's residence as the regular pickup and drop-off location for his or her child. The designated facility or residence must be on an approved stop on an approved route. For information on bus routes and stops or to designate an alternate pickup or drop-off location, you may contact superintendent's office at 940-592-4193.

[See the Student Code of Conduct for provisions regarding transportation to the DAEP.]

Students are expected to assist district staff in ensuring that buses and other district vehicles remain in good condition and that transportation is provided safely. When riding in district vehicles, including buses, students are held to behavioral standards established in this handbook and the Student Code of Conduct. Students must:

- Follow the driver's directions at all times.
- Enter and leave the vehicle in an orderly manner at the designated stop.
- Keep feet, books, instrument cases, and other objects out of the aisle.
- Not deface the vehicle or its equipment.
- Not put head, hands, arms, or legs out of the window, hold any object out of the window, or throw objects within or out of the vehicle.
- Not possess or use any form of tobacco or e-cigarettes in any district vehicle.

- Observe all usual classroom rules.
- Be seated while the vehicle is moving.
- Fasten their seat belts, if available.
- Wait for the driver's signal upon leaving the vehicle and before crossing in front of the vehicle.
- Follow any other rules established by the operator of the vehicle.

Misconduct will be punished in accordance with the Student Code of Conduct; the privilege to ride in a district vehicle, including a school bus, may be suspended or revoked.

Vandalism

The taxpayers of the community have made a sustained financial commitment for the construction and upkeep of school facilities. To ensure that school facilities can serve those for whom they are intended—both this year and for years to come—littering, defacing, or damaging school property is not tolerated. Students will be required to pay for damages they cause and will be subject to criminal proceedings as well as disciplinary consequences in accordance with the Student Code of Conduct.

Video Cameras

For safety purposes, video and audio recording equipment is used to monitor student behavior, including on buses and in common areas on campus. Students will not be told when the equipment is being used.

The principal will review the video and audio recordings routinely and document student misconduct. Discipline will be in accordance with the Student Code of Conduct.

In accordance with state law, a parent of a student who receives special education services, a staff member (as this term is defined by law), a principal or assistant principal, or the board may make a written request for the district to place video and audio recording equipment in certain ~~self-contained~~ special education classrooms. The district will provide notice to before placing a video camera in a classroom or other setting in which your child receives special education services. For more information or to request the installation and operation of this equipment, contact the principal or superintendent, who the district has designated to coordinate the implementation of and compliance with this law.

[See EHBAF(LOCAL).]

[For video and other recording by parents or visitors to virtual or in-person classrooms, see Consent to Video or Audio Record a Student when Not Already Permitted by Law pg.19.]

Visitors to the School

General Visitors

Parents and others are welcome to visit district schools. For the safety of those within the school and to avoid disruption of instructional time, all visitors must first report to the main office and must comply with all applicable district policies and procedures. When arriving on campus, all parents and other visitors should be prepared to show identification.

Visits to individual classrooms during instructional time are permitted only with approval of the principal and teacher and only so long as their duration or frequency does not interfere with the delivery of instruction or disrupt the normal school environment. Even if the visit is approved prior to the visitor's arrival, the individual must check in at the main office first.

All visitors are expected to demonstrate the highest standards of courtesy and conduct; disruptive behavior or violations of student privacy will not be permitted.

[For video and other recording by parents or visitors to virtual or in-person classrooms, see Consent to Video or Audio Record a Student when Not Already Permitted by Law pg.19.]

Visitors During Lunch (Middle School Only)

Parents and guardians **may eat lunch with their student only**. If someone other than the legal parent or guardian will be eating lunch with a student, **the legal guardian MUST call the school ahead of time**. All visitors must check in at the front office with a picture I.D. **Visitors are only allowed to bring outside food for their student**.

Unauthorized Persons

In accordance with Education Code 37.105, a school administrator, school resource officer (SRO), or district police officer has the authority to refuse entry or eject a person from district property if the person refuses to leave peaceably on request and either of the following applies:

- The person poses a substantial risk of harm to any person;
- The person behaves in a manner that is inappropriate for a school setting and the person persists in the behavior after being given a verbal warning that the behavior is inappropriate and may result in refusal of entry or ejection.

Appeals regarding refusal of entry or ejection from district property may be filed in accordance with FNG(LOCAL) or GF(LOCAL).

[See also Student Code of Conduct.]

Visitors Participating in Special Programs for Students

The district may invite representatives from patriotic societies listed in Title 36 of the United States Code to present information to interested students about membership in the society.

On special occasions, Iowa Park High School invites representatives from colleges and universities and other higher education institutions, prospective employers, and military recruiters to present information to interested students.

Withdrawing from School

A student under age 18 may be withdrawn from school only by a parent, the parent or guardian must submit a written request to the principal, specifying the reasons for withdrawal and the final day the student will be in attendance. Please provide the school at least three days' notice of withdrawal so that records and documents may be prepared. Withdrawal forms are available from the principal's office.

On the student's last day, the withdrawal form must be presented to each teacher for current grade averages and book and equipment clearance; to the librarian to ensure a clear library record; to the clinic for health records; to the school counselor for the last report card and course clearance; and finally, to the principal. A copy of the withdrawal form will be given to the student, and a copy will be placed in the student's permanent record.

A student who is age 18 or older, who is married, or who has been declared by a court to be an emancipated minor may withdraw without parental signature.

Section II: General Operating Procedures

Topics in this section of the Student Handbook contain important information on academics, school activities, and school operations and requirements. Take a moment with your child to become familiar with the various issues addressed in this section. It is organized in alphabetical order to serve as a quick reference when you or your child has a question about a specific school related issue. Where possible, the topics are also organized to alert you to the applicability of each topic based on a student's age or grade level. Should you be unable to find the information on a particular topic, please contact the principal.

Absences/Attendance

Regular school attendance is essential for a student to make the most of his or her education—to benefit from teacher led and school activities, to build each day's learning on the previous day's, and to grow as an individual. Absences from class may result in serious disruption of a student's mastery of the instructional materials; therefore, the student and parent should make every effort to avoid unnecessary absences. Two important state laws are discussed below—one dealing with the required presence of school aged children in school,

e.g., compulsory attendance, the other with how a child's attendance affects the award of a student's final grade or course credit—are of special interest to students and parents.

Compulsory Attendance

A student who voluntarily attends or enrolls after his or her 19th birthday is required to attend each school day until the end of the school year. If a student age 19 or older has more than five unexcused absences in a semester, the district may revoke the student's enrollment. As an alternative to revoking the student's enrollment, the district may implement a behavior improvement plan. The student's presence on school property thereafter would be unauthorized and may be considered trespassing. [See policy FEA.]

State law requires that a student between the ages of 6 and 19 attend school, as well as any applicable accelerated instruction program, extended year program, or tutorial session, unless the student is otherwise excused from attendance or legally exempt.

A student will be required to attend any assigned accelerated instruction program, which may occur before or after school or during the summer, if the student does not meet the passing standards on an applicable subject area state assessment.

Exemptions to Compulsory Attendance

State law allows exemptions to the compulsory attendance requirements as long, as the student makes up all work, for the following activities and events:

- Religious holy days;
- Required court appearances;
- Appearing at a government office to obtain U.S. citizenship;
- Taking part in a US Naturalization ceremony
- Serving as an election clerk
- Healthcare appointments for the student or a child of the student, including absences ~~related to for recognized services for students diagnosed with autism services and mental health appointments, if the student comes to school or returns to school on the same day as the appointment.~~
- Absences resulting from a serious or life-threatening illness or related treatment that makes a student's attendance infeasible, with certification by a physician ~~on the district's form.~~
- Absences for attendance in a released time course in religious instruction
- For students in the conservatorship (custody) of the state,
 - An activity required under a court ordered service plan; or

- Any other court ordered activity, provided it is not practicable to schedule the student's participation in the activity outside of school hours.

As listed in Section I at **Children of Military Families**, absences of up to five days will be excused for a student to visit with a parent, stepparent, or legal guardian who has been called to duty for, is on leave from, or immediately returned from certain deployments. [See for that section.]

Note that documented health-care appointments may include telehealth appointments. Students who are physically on campus will not be allowed to participate in telehealth or other online appointments without specific authorization from an appropriate administrator. Students should not use district-issued technology. Including wifi or internet, for telehealth appointments because use of district-owned equipment and its network systems is not private and may be monitored by the district. For more information, see Telecommunication and Other Electronic Devices.

The district will allow a student who is 15 years of age or older to be absent for one day to obtain a learner license and one day to obtain a driver's license, provided that the board has authorized such excused absences under policy FEA(LOCAL). The student will be required to provide documentation of his or her visit to the driver's license office for each absence and must make up any work missed.

[See **Driver License Attendance Verification** on page 50.]

In addition, a junior or senior student's absence of up to two days related to visiting a college or university will be considered an exemption if the following conditions are met; the board has authorized such excused absences under policy FEA(LOCAL), the principal has approved the absence, and the student follows the campus procedures to verify such a visit, and makes up any work missed.

An absence will also be considered an exemption if a student 17 years of age or older is pursuing enlistment in a branch of the U.S. armed services or Texas National Guard, provided the absence does not exceed four days and the student provides verification to the district of these activities.

The district will allow a student to be absent for up to two days during the student's junior year and two days during the student's senior year for a career investigation day to visit a professional at that individual's workplace to determine the student's interest in pursuing a career in the professional's field, provided the student verifies these activities to the district.

Absences of up to two days in a school year will also be considered an exemption for a student serving as:

- An early voting clerk, provided the district's board has authorized this in policy FEA(LOCAL), the student notifies his or her teachers, and the student receives approval from the principal prior to the absences; and

- An election clerk, if the student makes up any work missed.

An absence of a student in grades 6–12 for the purpose of sounding “Taps” at a military honors funeral for a deceased veteran will also be excused by the district.

Compulsory Attendance – Failure to Comply

School employees must investigate and report violations of the state compulsory attendance law. A student who is absent without permission from school; from any class; from required special programs, such as additional special instruction, termed “accelerated instruction” by the state; or from required tutorials will be considered in violation of the compulsory attendance law and subject to disciplinary action.

If a student with a disability is experiencing attendance issues, the student’s ARD committee or Section 504 committee will be notified, and the committee will determine whether the attendance issues warrant an evaluation, a reevaluation, and/or modifications to the student’s individualized education program or Section 504 plan, as appropriate.

After a student age 19 or older incurs a third unexcused absence, the district will send the student a letter as required by law explaining that the district may revoke the student’s enrollment for the remainder of the school year if the student has more than five unexcused absences in a semester. As an alternative to revoking a student’s enrollment, the district may implement a behavior improvement plan.

When a student between ages 6 and 18 incurs unexcused absences for three or more days or parts of days within a four week period, the school will send a notice to the student’s parent, as required by law, to remind the parent that it is the parent’s duty to monitor his or her child’s attendance and to require the student to come to school. The notice will also inform the parent that the district will initiate truancy prevention measures and request a conference between school administrators and the parent. These measures will include a behavior improvement plan, school based community service, or referrals to either in school or out-of-school counseling or other social services. Any other measures considered appropriate by the district will also be initiated.

The truancy prevention facilitator for the district is Superintendent’s designee. If you have questions about your student and the effect of his or her absences from school, please contact the facilitator or any other campus administrator.

A court of law may also impose penalties against a student’s parent if a school aged student is deliberately not attending school. A complaint against the parent may be filed in court if the student is absent without excuse from school on ten or more days or parts of days within a six-month period in the same school year.

If a student ages 12–18 incurs unexcused absences on ten or more days or parts of days within a six-month period in the same school year, the district, in most circumstances, will refer the student to truancy court.

[See policy FEA(LEGAL).]

Attendance for Credit or Final Grade

To receive credit or a final grade in a class, a student in kindergarten–grade 12 must attend at least 90 percent of the days the class is offered. A student who attends at least 75 percent but fewer than 90 percent of the days the class is offered may receive credit or a final grade for the class if he or she completes a plan, approved by the principal, which allows the student to fulfill the instructional requirements for the class. If a student is involved in a criminal or juvenile court proceeding, the approval of the judge presiding over the case will also be required before the student receives credit or a final grade for the class.

If a student attends less than 75 percent of the days a class is offered or has not completed the plan approved by the principal, then the student will be referred to the attendance review committee to determine whether there are extenuating circumstances for the absences and how the student can regain credit or a final grade lost because of absences. The Attendance Committee may include the principal, assistant principal, secretary, counselor, and one or more of the students' teachers. [See policy FEC.]

Except for absences due to serious or life-threatening illness or related treatment, all absences, whether excused or unexcused, must be considered in determining whether a student has attended the required percentage of days. In determining whether there were extenuating circumstances for the absences, the attendance committee will use the following guidelines:

- Whether the student has completed makeup work satisfactorily. If the student has completed makeup work, absences listed under Compulsory Attendance-Exemptions and absences for extracurricular activities will be considered extenuating circumstances.
- Whether the student has mastered the essential knowledge and skills and maintained passing grades in the course subject.
- Whether the student or the student's parent had any control over the absences.
- Any information presented by the student or parent to the committee about the absences.

The student or parent may appeal the committee's decision to the board by following policy FNG(LOCAL).

The actual number of days a student must be in attendance in order to receive credit or a final grade will depend on whether the class is for a full semester or for a full year.

Official Attendance Taking Time

The district must submit attendance of its students to the TEA reflecting attendance at a specific time each day.

The district must submit attendance of its students to TEA reflecting attendance at a specific time as required by state rule. Official attendance is taken every day at 10 a.m.(high school) and 9:05(Middle School).

A student absent for any portion of the day, including at the official attendance taking time, should follow the procedures below to provide documentation of the absence.

Documentation after an Absence

When a student is absent from school, the student—upon arrival or return to school—must bring a note signed by the parent that describes the reason for the absence. A note signed by the student, even with the parent’s permission, will not be accepted unless the student is age 18 or older or is an emancipated minor under state law. A phone call from the parent may be accepted, but the district reserves the right to require a written note.

The school maintains the right to deny acceptance of parent notes after 3 notes have been received in a semester, or in the event the district has sufficient or logical reason to believe the stated reason for the absence is not credible. A students’ or parents history regarding truancy issues may be considered when determining whether or not to accept parent notes.

The campus will document in its attendance records for the student whether the absence is considered by the district to be excused or unexcused.

Note: Unless the absence is for a statutorily allowed reason under compulsory attendance laws, the district is not required to excuse any absence, even if the parent provides a note explaining the absence.

Doctor’s Note after an Absence for Illness

Within 3 days of returning to school, a student absent for more than 3 consecutive days because of a personal illness must bring a statement from a doctor or health clinic verifying the illness or condition that caused the student’s extended absence from school. Otherwise, the student’s absence may be considered unexcused and, if so, would be considered to *be in violation of compulsory attendance laws.*

Should the student develop a questionable pattern of absences, the principal or attendance committee may require a statement from a doctor or health clinic verifying the illness or condition that caused the student’s absence from school in order to determine whether the absence or absences will be excused or unexcused.

Class time is important. Doctor’s appointments should be scheduled, if possible, at times when the student will not miss instructional time.

[See policy FEC(LOCAL).]

Certification of Absence Due to Severe Illness or Treatment

If a student is absent because of a serious or life-threatening illness or related treatment that makes a student's attendance infeasible, a parent must provide certification from a physician licensed to practice in Texas specifying the student's illness and anticipated period of absence related to the illness or treatment **on the district's form. A parent may access the required form by contacting the nurse's office.**

Driver License Attendance Verification

A currently enrolled student seeking a driver's license shall submit the Texas Department of Public Safety Verification of Enrollment and Attendance Form (VOE), signed by the parent, to the campus central office at least 10 days before it is needed. The district will issue the VOE only if the student meets class credit requirements. The VOE form is available at:

<https://www.tdlr.texas.gov/driver/forms/VOE.pdf>

Further information may be found on the Texas Department of Public Safety website:

<https://www.dps.texas.gov/section/driver-license> .

See **Compulsory Attendance-Exemptions** on page 47 for information on excused absences for obtaining a learner license or driver's license.

Attendance Policy

Nonattendance

Nonattendance may result in assessment of penalties by a court of law against both the student and his/her parents. A complaint against the parent may be filed in the appropriate court if the student is absent from **school for ten**~~school ten~~ or more days or parts of days within a six-month period in the same school year.

The goal of the attendance intervention plan is for administrators, teachers, parents and students to work alongside one another to reduce chronic absenteeism. IPHS will establish an attendance committee to issue solutions for students with chronic absenteeism. This plan will discuss strategies and ideas to assist the student with attendance.

Other truancy prevention measures are in place and are intended to prevent truancy. These measures include conferences with the student and parent/guardian, development of an attendance improvement plan, community service hours, and disciplinary measures.

To receive credit in a class, a student must attend at least 90 percent of the days the class is offered. The actual number of days a student must attend in order to receive credit will vary,

depending on whether the class is for a full semester or for a full year. A student who attends fewer than 90 percent of the days the class is offered will be referred to the attendance review committee to determine whether there are extenuating circumstances for the absences and how the student can regain credit, if appropriate.

Absence Policy

- Parent notes stating the reason for an absence will only be acceptable for 3 absences per semester. After 3 absences, each absence must be accompanied by a physician note or the absence is counted unexcused.
- If a student is absent more than 3 days in a semester due to illness, then the note must be accompanied by supporting documentation such as a statement signed by a licensed physician stating that the student was sick and unable to attend school.
- When returning to school after an absence, a student must bring a note signed by the parent or licensed physician that describes the reason for the absence. (Must be done within three days of returning to school or the absence becomes unexcused).
- Phone calls will not be accepted as proof of absence. (Only written documentation signed by the parent or licensed physician will be accepted).
- The State rule of 90% attendance will continue to be enforced. After missing more than 10% of class a student must attend makeup days.

In determining whether there were extenuating circumstances for the absences, the attendance committee will use the following guidelines:

- All absences will be considered in determining whether a student has attended the required percentage of days. If makeup work is completed, absences for religious holy days and documented healthcare appointments will be considered days of attendance for this purpose.
- A transfer or migrant student begins to accumulate absences only after he/she has enrolled in the district. For a student transferring into the district after school begins, including a migrant student, only those absences after enrollment will be considered.
- In reaching a decision about a student's absences, the committee will attempt to ensure that it is in the best interest of the student.
- The committee will consider the acceptability and authenticity of documented reasons for the student's absences.
- The committee will consider whether the absences were for reasons over which the student or the student's parent could exercise any control.
- The committee will consider the extent to which the student has completed all assignments, mastered the essential knowledge and skills, and maintained passing grades in the course or subject.
- The student or parent will be ~~given the opportunity~~ **given opportunity** to present any information to the committee about the absences and to talk about ways to earn or regain credit.

The student or parent may appeal the committee's decision to the board of trustees by filing a written request with the superintendent in accordance with policy FNG (LOCAL). The actual number of days a student must be in attendance in order to receive credit, will depend on whether the class is for a full semester or for a full year.

PLEASE NOTE:

- A student absent from school for any reason, other than for a documented health care appointment, will not be allowed to participate in school related activities on that day or evening.
- All notes will be kept in the student's attendance file.
- The State Department of Public Safety requires students to be in attendance 90% of each class during the semester or year in which a student renews a driver's license or applies for a driving permit.
- A student absent for any reason should promptly make up specific assignments missed and/or complete additional in-depth study assigned by the teacher. A student whose absence is excused shall be permitted a reasonable time within which to make up work missed. A student who does not make up assigned work within the time allotted will receive a grade of zero for the assignment.
- Class time is important. Doctor's appointments should be scheduled, if possible, at times when the student will not miss instructional time. If a Doctor's visit is necessary during the school day a student may not have to be counted absent from school. Students who miss a portion of a school day to attend a doctor's appointment must bring an official note from the doctor's office back to school. The state allows school districts to count those students with the notes in attendance.

College Days

11th and 12th grade students are allowed 2 excused absences each year to be used for college visitations.

- Students must turn in a Request for College Day form at least 3 school days before the planned date of absence.
- Students must also take a College Day Confirmation form to be completed and signed by an administrator from the college visited.

Tardy Policy

- When a student is tardy to any class, this information will be documented by the classroom teacher and consequences may be assigned.
- ~~1st Student tardy warning from teacher. ¶~~
- ~~2nd Student tardy assign D-Hall with teacher before or after school (15 minutes). ¶~~
- ~~3rd Student tardy assign D-Hall with teacher before or after school (15 minutes) and call the parent. The teacher must document the parent contact so the student can be placed in ISS on the 4th tardy. ¶~~
- ~~4th Student tardy the student will be placed in ISS for 1 day. The student will be placed in ISS the next day.~~

Up to 10 minutes after the tardy bell rings a student is considered absent. After 10 minutes the student will need to procure an admit slip from the office.

15 Minute Rule: No students should be in the halls for the first and last 15 minutes of the period.

Accountability under State and Federal Law

Iowa Park CISD and each of its campuses are held to certain standards of accountability under state and federal law. A key component of the accountability requirements is the dissemination and publication of certain reports and information, which include:

- The Texas Academic Performance Report (TAPR) for the district, compiled by TEA, the state agency that oversees public education, based on academic factors and ratings;
- A School Report Card (SRC) for each campus in the district compiled by TEA based on academic factors and ratings;
- The district's financial management report, which will include the financial accountability rating assigned to the district by TEA; and
- Information compiled by TEA for the submission of a federal report card that is required by federal law.

This information can be found on the district's website at www.ipcisd.net . Hard copies of any reports are available upon request to the district's administration office.

TEA also maintains additional accountability and accreditation information at [TEA Performance Reporting Division](http://www.tea.texas.gov/perfreport/) <http://www.tea.texas.gov/perfreport/> and the [TEA homepage](http://www.tea.texas.gov/) <http://www.tea.texas.gov/>

Celebrations

Although a parent or grandparent is not prohibited from providing food for a school designated function or for children in the child's or grandchild's classroom for his or her birthday, please be aware that children in the school may have severe allergies to certain food products. Discuss this with the child's teacher prior to bringing any food in this circumstance. Occasionally, the school or a class may host certain functions or celebrations tied to the curriculum that will involve food. The school or teacher will notify students and parents of any known food allergies when soliciting potential volunteers for bringing food products. [See **Food Allergies.**]

Communications

Parent Contact Information

A parent is legally required to provide in writing the parent's contact information, including address, phone number, and email address.

A parent must provide the contact information to the district upon enrollment and again within two weeks after the beginning of each following school year while the student is enrolled in the district.

If the parent's contact information changes during the school year, the parent must update the information in writing no more than two weeks after the date the information changes.

A parent may update contact information by emailing the school registrar at skelly@ipcisd.net.

Automated Emergency Communications

The district will rely on contact information on file with the district to communicate with parents in an emergency situation, which may include real time or automated messages. An emergency purpose may include early dismissal or delayed opening because of severe weather or another emergency, or if the campus must restrict access due to a security threat. It is crucial to notify your child's school when a phone number previously provided to the district has changed. [See **Safety** for information regarding contact with parents during an emergency situation.]

Automated Nonemergency Communications

Your child's school periodically sends information by automated or pre-recorded messages, text messages, or real-time phone or email communications that are closely related to the school's mission and specific to your child, your child's school, or the district.

Standard messaging rates of your wireless phone carrier may apply.

If you do not wish to receive such communications, please contact your child's principal. [See **Safety** for information regarding contact with parents during an emergency situation.]

Complaints and Concerns

Usually student or parent complaints or concerns can be addressed informally by a phone call or a conference with the teacher or principal.

For those complaints and concerns that cannot be resolved, handled informally so easily, the board has adopted a standard complaint policy at FNG(LOCAL) in accordance with Education Code Chapter 26A. This policy describing the grievance process in detail is available in the district's policy manual, available on the district's website at www.ipcisd.net. A copy of the

complaint forms may be obtained in the principal's or superintendent's office or on the district's website at www.ipcisd.net.

Should a parent or student feel a need to file a formal complaint, the parent or student should file a district complaint form within the timelines established in policy FNG(LOCAL). In general, the student or parent should submit the written complaint form to the campus principal. If the concern is not resolved, a request for a conference should be sent to the superintendent. If still unresolved, the district provides for the complaint to be presented to the board of trustees.

Some complaints require different procedures. Any campus office or the Superintendent's office can provide information regarding specific complaint processes for the following:

- Discrimination on the basis of gender.
- Sexual abuse or sexual harassment of a student. (See the section on Sexual Harassment/Sexual Abuse).
- Loss of credit on the basis of attendance.
- Teacher removal of a student for disciplinary reasons.
- Removal of a student to disciplinary alternative education program.
- Expulsion of a student.
- Identification, evaluation, or educational placement of a student with a disability. (See the section on Special Programs).
- Instructional Materials.
- On campus distribution of non-school materials to students.
- Complaints against District peace officers.

Distribution of Literature, Published Materials, or Other Documents

School Materials

Publications prepared by and for the school may be posted or distributed, with the prior approval of the principal, sponsor, or teacher. Such items may include school posters, brochures, flyers, etc.

The school newspaper and the yearbook are available to students.

All school publications are under the supervision of a teacher, sponsor, and the principal.

Non-school Materials

From Students

Students must obtain prior approval from the principal before selling, posting, circulating, or distributing more than number listed at FNAA(LOCAL) that defines distribution copies of written or printed materials, handbills, photographs, pictures, films, tapes, or other visual or auditory materials that were not developed under the oversight of the school. To be considered, any

non-school material must include the name of the sponsoring person or organization. The decision regarding approval will be made within two school days.

The principal has designated bulletin boards throughout the campus as the locations for approved non-school materials to be placed for voluntary viewing or collection by students. [See policy FNAA.]

A student may appeal a decision in accordance with policy FNG(LOCAL). Any student who sells, posts, circulates, or distributes non-school material without prior approval will be subject to disciplinary action in accordance with the Student Code of Conduct. Materials displayed without approval will be removed.

From Others

Written or printed materials, handbills, photographs, pictures, films, tapes, or other visual or auditory materials not sponsored by the district or by a district affiliated school support organization will not be sold, circulated, distributed, or posted on any district premises by any district employee or by persons or groups not associated with the district, except as permitted by policy GKDA. To be considered for distribution, any non-school material must meet the limitations on content established in the policy, include the name of the sponsoring person or organization, and be submitted to the principal for prior review. The principal will approve or reject the materials within two school days of the time the materials are received. The requestor may appeal a rejection in accordance with the appropriate district complaint policy. [See policies at DGBA or GF.]

The principal has designated bulletin boards throughout the campus as the locations for approved non-school materials to be placed for voluntary viewing or collection.

Prior review will not be required for:

- Distribution of materials by an attendee to other attendees of a school sponsored meeting intended for adults and held after school hours.
- Distribution of materials by an attendee to other attendees of a community group meeting held after school hours in accordance with policy GKD(LOCAL) or a noncurriculum related student group meeting held in accordance with FNAB(LOCAL).
- Distribution for electioneering purposes during the time a school facility is being used as a polling place, in accordance with state law.

All non-school materials distributed under these circumstances must be removed from district property immediately following the event at which the materials are distributed.

Fees

Materials that are part of the basic educational program are provided with state and local funds at no charge to a student. A student, however, is expected to provide his or her own pencils, paper, erasers, and notebooks and may be required to pay certain other fees or deposits, including:

- Costs for materials for a class project that the student will keep.
- Membership dues in voluntary clubs or student organizations and admission fees to extracurricular activities.
- Security deposits.
- Personal physical education and athletic equipment and apparel.
- Voluntarily purchased pictures, publications, class rings, yearbooks, graduation announcements, etc.
- Voluntarily purchased student accident insurance.
- Musical instrument rental and uniform maintenance, when uniforms are provided by the district.
- Personal apparel used in extracurricular activities that becomes the property of the student.
- Parking fees and student identification cards.
- Fees for lost, damaged, or overdue library books or school owned equipment.
- Fees for driver training courses, if offered.
- Fees for optional courses offered for credit that require use of facilities not available on district premises.
- Summer school for courses that are offered tuition free during the regular school year.
- A reasonable fee for providing transportation to a student who lives within two miles of the school. [See **Buses and Other School Vehicles.**]
- A maximum fee of \$50 for costs of providing an educational program outside of regular school hours for a student who has lost credit or has not been awarded a final grade because of absences and whose parent chooses the program in order for the student to meet the 90 percent attendance requirements. The fee will be charged only if the parent or guardian signs a district provided request form.
- In some cases, a fee for a virtual or hybrid course. ~~taken through the Texas Virtual School Network (TXVSN).~~

Any required fee or deposit may be waived if the student and parent are unable to pay. Application for such a waiver may be made to the principal. [For further information, see policy FP.]

Fundraising

Student groups or classes and/or parent groups may be permitted to conduct fundraising drives for approved school purposes in accordance with administrative regulations.

An application for permission must be made to the Superintendent at least two weeks before the event. No door-to-door solicitation is allowed. The following guidelines must be considered:

1. There shall be a need for and planned use of the collected proceeds.
2. Student participation shall not interfere with the regular instructional program, nor shall the activity require excessive time or effort on the part of the students or sponsors.
3. Students shall not engage in door to door or general telephone solicitation.
4. Fundraising activities shall be service orientations, instead of sales orientations whenever possible.
5. Merchandise shall be purchased from local merchants whenever possible.
6. Merchandise shall be of value to the general public.
7. The community shall be informed in advance of how the proceeds of a fundraising activity are to be used.

NO OUTSIDE ORGANIZATIONS OF ANY SORT MAY SOLICIT CONTRIBUTIONS OF ANY TYPE FROM STUDENTS WITHIN THE SCHOOLS. ALL FUND RAISING WILL BE PREAPPROVED BY THE SUPERINTENDENT. [For further information, see policies FJ and GE.]

Lost and Found

A “lost and found” collection box is located in the campus office. If your child has lost an item, please encourage him or her to check the lost and found box. The district discourages students from bringing to school personal items of high monetary value, as the district is not responsible for lost or stolen items. The campus will dispose of lost and found items at the end of each semester.

Section III: Curriculum and Extracurricular

Awards and Honors

AA HONOR ROLL

1. No grade lower than 90
2. No citizenship grade lower than A
3. Does not have to be enrolled in an honor's class.

AB HONOR ROLL

1. No grade below 80
2. No citizenship grade lower than **BA**
3. Does not have to be enrolled in an honor's class.

Career and Technical Education (CTE)

The district offers career and technical education programs in the following areas: business computer applications, cosmetology, auto mechanics, agricultural science, and home economics. Admission to these programs is based on the availability of classes.

These programs will be offered without regard to race, color, national origin, sex, handicap, or age and provides equal access to the Boy Scouts and other designated youth groups. Iowa Park CISD will take steps to assure that lack of English language skills will not be a barrier to admission and participation in all educational and CTE programs. [See **Nondiscrimination Statement** for the name and contact information for the Title IX coordinator and Section 504 coordinator, who will address certain allegations of discrimination.]

For further information on these programs please contact Kevin McCasland, Coordinator of Title IX and Section 504, at 940-592-4193

Class Rank/Highest-ranking Student

Graduating seniors shall be ranked on a four point scale on the basis of their academic achievement in the Foundation courses required for completion of the Recommended Program of Study. Computation of the grade point average of common courses shall include only the following:

1. English – English I, II, III, IV
2. Mathematics – Algebra I, Algebra II, Geometry, Mathematical Models with Applications, Advanced Quantitative Reasoning, Pre-Calculus, Statistics, Robotics Programming and Design, and Advanced Independent Study in Mathematics.
3. Science – Integrated Physics and Chemistry, Biology, Chemistry, Physics; any second year Biology, Chemistry, Anatomy and Physiology, Environmental Science, Forensic Science, and Physics.
4. Social Studies – American History, World Geography, World History, Government and Economics; any second year American History, World Geography, or World History.
5. Foreign Language – Spanish I, Spanish II, Spanish III; or additional foreign language courses approved by the Texas Education Agency.

Any Honors or Concurrent Enrollment class taught in substitution for one of the above listed classes taught on this campus will be considered Advanced and will receive the “Advanced” grade points, with the exception of courses that receive a “P” for the 5th six week grading period. All courses listed above shall be used in the computation of the GPA. No course may be retaken to “substitute” grade points. Both the original grade points and those earned while retaking a class will be utilized in the final GPA.

Number Grade	Regular	Advanced
100	4.0	5.0
99	3.9	4.9
98	3.8	4.8
95	3.5	4.5
90	3.0	4.0
85	2.5	3.5
80	2.0	3.0
75	1.5	2.5
70	1.0	2.0

No grade point shall be awarded for a grade lower than 70.

ACADEMIC HONORS FOR SENIORS

Recognition for academic honors shall be given to the following graduating seniors:

1. Valedictorian – highest ranking student.
2. Salutatorian – second highest ranking student.

To receive graduation honors as valedictorian or salutatorian, a senior must have enrolled in the District no later than the fifteenth day of their junior year in high school. If a tie exists between the top two students or between number two and number three, then the District will award co-awards.

3. Top Ten – valedictorian, salutatorian, and the next eight highest ranking students.
4. Honor Graduates – any graduating senior with a 3.5 GPA or above.

EARLY GRADUATES

Early graduates will be ranked and will be eligible for the top ten percent and “Honor” graduate status, but they will NOT be eligible for Valedictorian, Salutatorian, or Top Ten honors.

TRANSFER GRADES

Transfer students’ transcripts shall be evaluated according to the system in place at IPHS and advanced credit will be given to Advanced Placement, Pre-Advanced Placement, and Concurrent enrollment courses. Transfer students entering the high school from schools not granting advanced credit may request that their transcripts be evaluated for advanced credit in grades

9-11 after completion of four semester credits in IPHS Advanced level courses with a grade of no less than 80. The IPHS SBDM Committee will review the request and determine whether to grant advanced credit to transfer courses called into question.

DATES OF CLASS RANKING

Official class ranks will be established only for the senior class. The counselor will determine class ranking three times during the school year:

1. To begin the senior year (issued by end of first six weeks),
2. At end of first semester (issued by end of fourth six weeks), and
3. Final senior class ranking shall be determined at the end of the fifth six week grading period in the graduation year. The fourth and fifth six week grades shall be averaged and counted as the second semester grades for the courses in which students are enrolled in their senior year. The grades will be averaged to the fourth decimal point (i.e. 3.2213) and will be rounded up.

[For further information, see policy EIC.]

Class Schedules

All students are expected to attend school for the entire school day and maintain a class/course schedule to fulfill each period of the day. Exceptions may be made occasionally by the campus principal for students in grades 9–12 who meet specific criteria and receive parental consent to enroll in less than a full day's schedule. See pages 14 and 15 for bell schedules.

College and University Admissions

For two school years following his or her graduation, a district student who graduates as valedictorian in the top ten percent and, in some cases, the top 25 percent, of his or her class is eligible for automatic admission into four-year public universities and colleges in Texas if the student:

- Completes the distinguished level of achievement under the foundation graduation program [see Foundation Program]; or
- Satisfies the ACT College Readiness Benchmarks or earns at least a 1500 out of 2400 on the SAT.

In addition, the student must submit a completed application for admission in accordance with the deadline established by the college or university. The student is ultimately responsible for ensuring that he or she meets the admission requirements of the university or college to which the student submits an application.

The University of Texas at Austin may limit the number of students automatically admitted to 75 percent of the University's enrollment capacity for incoming resident freshmen. For students who are eligible to enroll in the University from the summer/fall 2026~~2~~ term through the spring 2027~~4~~ term, the University will ~~be admit the valedictorian or~~ the top ~~five~~^{six} percent of the high school's graduating class who meet the above requirements. Additional applicants will be considered by the University through a holistic review process.

Should a college or university adopt an admissions policy that automatically accepts the top 25 percent of a graduating class, the provisions above will also apply to a student ranked in the top 25 percent of his or her class.

As required by law, the district will provide written notice concerning the following; automatic college admission, the curriculum requirements for financial aid, the benefits of completing the requirements for automatic admission and financial aid, the Texas First Early High School Completion Program(which requires a student to provide an official copy of assessment results and transcripts, as applicable, to receive credit for the assessments and credits required for early graduation under the program), the Texas First Scholarship Program, and the Future Texas Teachers Scholarship Program. Parents and students will be asked to sign an acknowledgment that they received this information.

Students and parents should contact the school counselor for further information about automatic admissions, the application process, and deadlines.

[See **Class Rank/Highest-ranking Student** for information specifically related to how the district calculates a student's rank in class, and requirements for **Graduation** for information associated with the foundation graduation program].

College Credit Courses

Students in grade 9-12 have opportunities to earn college credit through the following methods:

- Certain courses taught at the high school campus, which may include courses termed dual credit, Advanced Placement (AP), International Baccalaureate (IB), or college preparatory;
- Enrollment in an AP or dual credit course through the ~~virtual or hybrid courses offered by the district or another district or school;~~ ~~Texas Virtual School Network (TXVSN);~~
- Enrollment in courses taught in conjunction and in partnership with Vernon College, which may be offered on or off campus;
- Enrollment in courses taught at other colleges or universities; and
- Enrollment in these programs is based on the successful completion of the TSI-A.

A student may also earn college credit for certain Career and Technical Education (CTE) courses. See career and Technical (CTE) on page 59 for information on CTE.

Under the Financial Aid for Swift Transfer (FAST) program, a student may be eligible to enroll at no cost in dual credit courses at a participating institution of higher education. The FAST

program allows students who are or have been educationally disadvantaged at any time during the four years preceding the student's enrollment in dual credit course to enroll at no cost to the student. The district will determine eligibility upon student's enrollment in the dual credit course. See the Academic Coordinator for more information.

Iowa Park High School offers "Dual Credit Courses" through Vernon College where a junior or senior level student may be able to earn both high school and college credit while attending IPHS.

GENERAL GUIDELINES

Students classified as juniors and seniors may be granted high school credit for college course(s) taken in approved institutions to fulfill units for high school graduation under the following provisions.

1. Summer college and concurrent enrollment: The parents/ student must ~~make a written~~ **make a** request to the principal that high school credit be given for a college course. In order for a high school credit to be awarded for a college level course, the college course must meet all the requirements for credit set forth through the Texas Education Agency in Chapter 74 of the Texas Education Code.
2. Students enrolled in the concurrent enrollment courses offered through Iowa Park High School during the regular school day will receive high school credit.
3. A college semester course successfully completed will count as one-half (1/2) high school credit.
4. The parent(s) or guardian(s) must complete the request form for their son/daughter to take college courses for high school credit.
5. The student and/or parent(s) must agree to pay all costs associated with taking college course(s), must provide transportation to and from the college, must agree to release the school of all liability from the time the student leaves the high school campus, and must provide the district with an official college transcript showing the grade received.

All of these methods have eligibility requirements and must be approved prior to enrollment in the course. Please see the school academic coordinator for more information. Depending on the student's grade level and the course, a state mandated end-of-course assessment may be required for graduation.

It is important to keep in mind that not all colleges and universities accept credit earned in all dual credit or AP courses taken in high school for college credit. Students and parents should check with the prospective college or university to determine if a particular course will count toward the student's desired degree plan.

Course Credit

A student in grades 9–12, or in a lower grade when a student is enrolled in a high school credit bearing course, will earn credit for a course only if the final grade is 70 or above. For a two-part, (two semester, 1 credit) course, the student's grades from both semesters will be averaged and credit will be awarded if the combined average is 70 or above. Should the student's combined average be less than 70, the student will be required to retake the semester in which he or she failed.

Credit by Examination—If a Student Has Taken the Course/Subject

A student who has previously taken a course or subject—but did not receive credit or a final grade for it—may, in circumstances determined by the principal or attendance committee, be permitted to earn credit or a final grade by passing an exam approved by the district's board of trustees on the essential knowledge and skills defined for that course or subject. Prior instruction may include, for example, incomplete coursework due to a failed course or excessive absences, homeschooling, or coursework by a student transferring from a non-accredited school. The opportunity to take an examination to earn credit for a course or to be awarded a final grade in a subject after the student has had prior instruction is sometimes referred to as "credit recovery."

The school counselor or principal would determine if the student could take an exam for this purpose.

The attendance review committee may also offer a student with excessive absences an opportunity to earn credit for a course by passing an exam. A student may not use this exam, however, to regain eligibility to participate in extracurricular activities.

If approval is granted, the student must score at least 70 on the exam to receive credit for the course or subject.

In all instances, the district will determine whether any opportunity for credit by exam will be offered. [For further information, see the school counselor and policy EHDB(LOCAL).]

Credit by Examination for Advancement/Acceleration—If a Student Has Not Taken the Course/Subject

A student will be permitted to take an exam to earn credit for an academic course or subject area for which the student has had no prior instruction, i.e., for advancement or to accelerate to the next grade level. The exams offered by the district are approved by the district's board of trustees. The dates on which exams are scheduled during the ~~2025-2026~~2021–2022 school year will be published in appropriate district publications and on the district's website. The only exceptions to the published dates will be for any exams administered by another entity besides the district or if a request is made outside of these time frames by a student who is homeless or by a student involved in the foster care system. When another entity administers an exam, a

student and the district must comply with the testing schedule of the other entity. During each testing window provided by the district, a student may attempt a specific exam only once. A student must score 90 or above to receive credit for the course or subject for which he/she is taking the test.

If a student plans to take an exam, the student (or parent) must register with the school counselor no later than 30 days prior to the scheduled testing date. [For further information, see policy EHDC.]

Dates for Credit by Exam

A student in grade 6 or above will earn course credit if the student meets one of the following requirements; a passing score of at least 80 on the exam, a scaled score of 50 or higher on an exam administered through the CLEP, or a score of 3 or higher on an AP exam, as applicable. A student may take an exam to earn high school course credit no more than twice. If a student fails to achieve the designated score on the applicable exam before the beginning of the school year in which the student would need to enroll in the course according to the school's high school course sequence, the student must complete the course.

[See counselor for details on test dates and application deadlines]

Distance Learning

~~Texas Virtual School Network (TXVSN)~~

Distance learning and correspondence courses include courses that encompass the state-required essential knowledge and skills but are taught through multiple technologies and alternative methodologies such as mail, satellite, internet, video-conferencing, and instructional television

~~The Texas Virtual School Network (TXVSN) has been established by the state as one method of distance learning. A student has the option, with certain limitations, to enroll in~~ virtual or hybrid instruction ~~a course offered through~~ virtual or hybrid courses offered by the district or by another district or school ~~the TXVSN to earn course credit for graduation.~~

Depending on the virtual or hybrid ~~TXVSN~~ course in which a student enrolls, the course may be subject to the "no pass, no play" rules. [See **Extracurricular Activities, Clubs, and Organizations.**] In addition, for a student who enrolls in a virtual or hybrid ~~TXVSN~~ course for which an end-of-course (EOC) assessment is required, the student must still take the corresponding EOC assessment.

~~A parent may ask questions or request that thier child~~ If you have questions or wish to make a request that your child be enrolled in a virtual or hybrid course offered by the district by ~~TXVSN~~ course, please ~~contacting~~ the school counselor. ~~Unless an exception is made by the principal, a~~

~~student will not be allowed to enroll in a TXVSN course if the school offers the same or a similar course.~~

A copy of policy EHDE will be distributed to parents of middle and high school students at least once each year. If you do not receive a copy or have questions about this policy, please contact Sarah Taylor, Academic Coordinator – 940-592-2144.

Grade Level Classification

After the ninth grade, students are classified according to the number of credits earned toward graduation.

Credits Earned	Classification
6	Grade 10 (Sophomore)
12	Grade 11 (Junior)
18	Grade 12 (Senior)

Grading Guidelines

Grading guidelines for each grade level or course will be communicated and distributed to students and their parents by the classroom teacher. These guidelines have been reviewed by each applicable curriculum department and have been approved by the campus principal. These guidelines establish the minimum number of assignments, projects, and examinations required for each grading period. In addition, these guidelines establish how the student's mastery of concepts and achievement will be communicated (i.e., letter grades, numerical averages, checklist of required skills, etc.). Grading guidelines also outline in what circumstances a student will be allowed to redo an assignment or retake an examination for which the student originally made a failing grade. Procedures for a student to follow after an absence will also be addressed.

Passing grades at Iowa Park ~~C.I.S.D. High School~~ will range from 70 to 100. Any grade falling below 70 is failing. Earning of credits (units) is given on a semester basis.

You may find a teacher's contact information by visiting the District website:
<https://www.ipcisd.net>

Campus Wide Policy on Grading

Grades are used to measure the progress of a student through the course requirements. Teachers are trained to evaluate student progress in a variety of methods to effectively measure the level of competence of a particular student. The sheer variety of our curriculum necessitates that teachers be given latitude in their methods of calculating a student's grade. Each teacher may establish his/her grading procedures for his/her classroom as long as the procedures meet the following guidelines:

1. Teachers should collect grades on at least ~~twelve~~ ~~six~~ different assignments, tests, projects, or other means of assessment during each six week grading period.
2. No one grade may count more than twenty percent of the six week's average.
3. Formal assessments (tests, academic projects, term papers, etc...) of learning will be weighted higher than informal assessments (homework, class work, etc...)

Academic Projects

Major academic projects will be required of students in various courses of academic study. These long-term projects are designed to teach students to achieve several academic and personal objectives related to specific subject areas, which include time management, punctuality, and research skills. Teachers will provide students with a written project synopsis that will include the project due date, specific grading procedures, and grade penalties for late work. In every case, major projects are due on the date required by the teacher(s). Students who are absent on the date it is due may submit their project by:

1. Completing the project early and turning it in before the due date; or –
2. Submitting the project via parent or classmate; or
3. Obtaining a special hardship waiver from the Principal.

If a Student meets one of the following exemptions, the project will be due on the students return unless other arrangements were made with the teacher. The only exceptions to submitting the project late without grade penalty shall be with prior approval by the teacher(s). This option is acceptable only if emergency exists which may be:

1. Death or illness in the family.
2. Family business which requires the student to be out of town prior to, and during the due date.
3. A major catastrophe in the family home.

All requests for due date extensions should be submitted in writing or personal contact with the teacher(s) in a conference with the student, parent, and teacher(s).

Advanced/ Honors Courses (High School Only)

Honors Courses

An important predictor of college success is an academically rigorous high school experience. In addition to the numerous offerings at IPHS, opportunities to enhance college readiness may be found in Honors courses and Dual Credit courses provided in conjunction with Vernon College.

Honors Course Goals:

- Increasing rigor
- Developing advanced, in-depth knowledge and skills
- Preparing for success in dual credit courses and in college.
- Forming disciplined study habits
- Building confidence in the capability to succeed in college

Requirements for Enrollment in Honors Courses:

- Approaches, Meets, or Masters on previous year STAAR tests in subject(s) you plan to take honors.
- 80 or above semester average in current core classes
- Parent permission
- Current teacher recommendation
 - Current teachers in that subject area (or relevant subject area when necessary) must approve you as a candidate for an honors course.
 - For example, if you are not currently taking a class in that subject area (Spanish), your current English teacher may sign for approval

If a student does not meet the entry requirements above, they will not be enrolled in the honors course(s).

Honors Course Description:

These core courses are foundational to preparation for Dual Credit and future college success. They are graded on a 5.0 GPA scale, compared to non-honors courses graded on a 4.0 GPA scale. Honors courses have consistent, high standards that help build, strengthen, and reinforce students' content knowledge and critical thinking skills.

Expectations for Honors Courses

Successful students in advanced courses are task-oriented, proficient readers, and self-starters that utilize appropriate study habits. Students are expected to take ownership for the material and prepare for the courses both in school and after school hours. Students in an Honors course are expected to maintain a passing grade, attend class regularly, come to class prepared to learn to participate, and study outside of class.

Extracurricular: It is important to take a close look at the student's total course load and commitments to other activities when choosing how many advanced courses to take during a semester. Absences, even due to extracurricular activities, can affect a student's success in an Honors class.

Dual Credit: If a student is unsuccessful in a dual credit class, the teacher will recommend a schedule change. Students who fail a dual credit class at the end of the first semester will be removed and placed into a regular education course.

Advanced/ Honors Courses (Middle School Only)

Honors Courses

Honors courses are available in certain subject areas for students. If a student is interested in honor courses, it is recommended they have a 90 yearly average, from the previous year, in the subject area interested in and have met the minimum standard Level II on state assessments if applicable.

Honors Removal

If a student fails to maintain an 85 average for a six weeks grading period, the student may be removed from Honors classes and returned to a regular class or the student will be placed on probation for the next six weeks. If removal is deemed necessary, the parent will be notified.

Assessment (Tests)

Students will be assessed over what has been taught. While tests have traditionally been the only forms of assessing a student's progress, Iowa Park High School's teachers are seeking better, more authentic, means of assessing students. Assessments will constitute a major portion of a student's grade in each class. Semester assessments will be averaged in as 1/7 of the final average.

Grade Reporting

Written reports of students' grades and absences shall be issued to parents at least once every six weeks. Progress reports will be issued every three weeks to students with failing averages at the three week period. Three week grades will be calculated using all of the grades earned by the student to that point. The teacher may place special weight on assessments in the calculation of a student's three week average. **Teachers follow grading guidelines approved by the Superintendent/Principal that have been designed to reflect each student's academic achievement for the grading period, semester, or course. State law provides that a test or course grade issued by a teacher cannot be changed unless the Board determines that the grade was arbitrary or contains an error, or the teacher did not follow the District's grading policy. The Board's decision is not subject to appeal.**

Skyward and Online Grades

IPCISD utilizes Skyward grading system. Skyward allows online viewing of your child's attendance, cafeteria account, as well as academic progress. If you have any questions, please feel free to contact your child's school counselor.

Homework

Students will be expected to complete assigned work at home. Individual practice is extremely important to the success of a student. Homework may be graded or ungraded, depending upon the preference of the teacher. It may be based on completion or upon competence, but should not be the sole indicator of student performance. Parents are encouraged to assist their children with the completion of homework, but not to "do" it for them.

Incompletes

Students who have not completed the required coursework in any given class are considered incomplete for the grading period and will not be assigned a grade. Incomplete students will be allowed four school days to make up their assignments. At the end of those four days the student's grades will be averaged. If a student fails to make up one or more assignments, he or she will be given zeroes for the coursework not completed. Students who have unforeseen circumstances that prevent them from being able to make up their work in the time allotted can receive an extension from the principal. For extracurricular eligibility purposes, a student with an incomplete will be considered suspended from participation.

Make Up Work

A teacher may assign makeup work to a student who misses class based on the instructional objectives and the needs of the student in mastering the essential knowledge and skills or meeting subject or course requirements. The student will be responsible for obtaining and completing the makeup work within the time specified by the teacher. A student who does not make up work within the time allotted by the teacher will receive a grade of zero for the assignment. The student is encouraged to speak with his or her teacher if the student knows of any absence ahead of time so that the teacher and student may plan any makeup work. With limited exceptions, all absences count for the 90 percent threshold set in state law regarding "attendance for credit or final grade". **[See Attendance for Credit or Final Grade.]**

A student involved in extracurricular activity must notify his or her teachers ahead of time about any absences.

A student will be permitted to make up tests and turn in projects in any class missed because of absence. Teachers may assign a late penalty to any long-term project in accordance with timelines approved by the principal and previously communicated to students.

Students who have excused absences are allowed to make up work they missed, including tests. Students are required to submit makeup work and/or take makeup tests after an absence. A student will be allowed the same number of days as he/she was absent to make up work. Students must understand that teachers have as many as 150 other students to keep up with. Therefore, it is the sole responsibility of the student to request makeup work. Those students participating in extracurricular activities and missing classes for scheduled competitive events have more stringent requirements placed upon them. (See "Extracurricular Activities" #4)

NOTE: Students shall receive a zero for assignments and tests missed because of an unexcused absence. [See **Report Cards/Progress Reports and Conferences** for additional information on grading guidelines.]

DAEP Makeup Work

Grades 9–12

A high school student removed to a disciplinary alternative education program (DAEP) during the school year will have an opportunity to complete, before the beginning of the next school year, a foundation curriculum course in which the student was enrolled at the time of removal. The district may provide the opportunity to complete the course through an alternative method, including a correspondence course, another distance learning option, or summer school. The district will not charge the student for any method of completion provided by the district. [See policy FOCA(LEGAL).]

In-School Suspension (ISS) and Out-of-School-Suspension (OSS) Makeup Work

Completion of Course Work

While a student is in ISS or OSS, the district will provide the student with all course work for the student's foundation curriculum classes that the student misses as a result of the suspension.

Completion of Courses

A student removed from the regular classroom to in-school suspension or another setting, other than a DAEP, will have an opportunity to complete before the beginning of the next school year each course the student was enrolled in at the time of removal from the regular classroom. The district may provide the opportunity by any method available, including a correspondence course, another distance learning option, or summer school. The district will not charge the student for any method of completion provided by the district. [See policy FO(LEGAL).]

Graduation

Requirements for a Diploma

A student must meet the following requirements to receive a high school diploma from the district:

- Achieve passing scores on certain end-of-course (EOC) assessments or approved substitute assessments, unless specifically waived as permitted by state law; and
- Complete the required number of credits established by the state and any additional credits required by the district;
- Complete any locally required courses in addition to the courses mandated by the state;

- Demonstrate proficiency, as determined by the district, in the specific communication skills required by the State Board of Education (SBOE).
- Complete and submit a free application for federal student aid (FAFSA) or a Texas application for state financial aid (TASFA).

Testing Requirements for Graduation

Students are required, with limited exceptions and regardless of graduation program, to perform satisfactorily on the following EOC assessments: English I, English II, Algebra I, Biology, and U.S. History. A student who has not achieved sufficient scores on the EOC assessments to graduate will have opportunities to retake the assessments. State law and state rules also provide for certain scores on approved national standardized assessments or on the state developed assessment used for entrance into Texas public universities to substitute for the requirement to meet satisfactory performance on an applicable EOC assessment, should a student choose this option. [See the school counselor for more information on the state testing requirements for graduation.]

If a student fails to perform satisfactorily on an EOC assessment, the district will provide remediation to the student in the content area for which the performance standard was not met. This may require participation of the student before or after normal school hours or at times of the year outside normal school operations.

In limited circumstances, a student who fails to demonstrate proficiency on two or fewer of the required assessments may still be eligible to graduate if an individual graduation committee, formed in accordance with state law, unanimously determines that the student is eligible to graduate. [See **Standardized Testing** for more information.]

Foundation Graduation Program

Every student in a Texas public school who entered grade 9 in the 2014–15 school year and thereafter will graduate under the “foundation graduation program.” Within the foundation graduation program are “endorsements,” which are paths of interest that include Science, Technology, Engineering, and Mathematics (STEM); Business and Industry; Public Services; Arts and Humanities; and Multidisciplinary Studies. Endorsements earned by a student will be noted on the student’s transcript. The foundation graduation program also involves the term “distinguished level of achievement,” which reflects the completion of at least one endorsement and Algebra II as one of the required advanced mathematics credits. A personal graduation plan will be completed for each high school student. (See Personal Graduation Plans)

State law generally prohibits a student from graduating solely under the foundation graduation program without an endorsement. However, after the student’s sophomore year, the student and student’s ~~parent~~parent may request that the student graduate without an endorsement. The district will advise the student and the student’s parent specific benefits of graduating with an endorsement. The student and the student’s parent must then submit written permission to

the school counselor for the student to graduate without an endorsement. A student who anticipates graduating under the foundation graduation program without an endorsement and who wishes to attend a four year university or college after graduation must carefully consider whether this will satisfy the admission requirements of the student's desired college or university.

Graduating under the foundation graduation program will also provide opportunities to earn "performance acknowledgments" that will be acknowledged on a student's transcript. Performance acknowledgments are available for outstanding performance in bilingualism and biliteracy, in a dual credit course, on an AP or IB exam, on certain national college preparatory and readiness or college entrance exams, or for earning a state recognized or nationally or internationally recognized license or certificate. The criteria for earning these performance acknowledgments are prescribed by state rules, and the school counselor can provide more information about these acknowledgments.

A student is not required to complete an Algebra II course to graduate under the foundation graduation program, and the district will annually notify a student's parent of this fact. However, the student and parent should be aware that not taking Algebra II will make a student ineligible for automatic admission to four-year public universities and colleges in Texas and for certain financial aid and grants while attending those institutions.

Credits Required

The foundation graduation program requires completion of the following credits:

Course Area	Number of Credits: Foundation Graduation Program	Number of Credits: Foundation Graduation Program with an Endorsement
English/Language arts	4	4
Mathematics	3	4
Science	3	4
Social studies, including economics	3	3
Physical education	1	1
Language other than English	2	2
Fine arts	1	1
Electives	5	7
Total	22 credits	26 credits

Additional considerations apply in some course areas, including:

- **Mathematics.** In order to obtain the distinguished level of achievement under the foundation graduation program, which will be included on a student's transcript and is a requirement to be considered for automatic admission purposes to a four year Texas college or university, a student must complete an endorsement and take Algebra II as one of the 4 mathematics credits.
- **Physical education.** A student who is unable to participate in physical activity due to a disability or illness may be able to substitute a course in English language arts, mathematics, science, social studies, or another locally determined credit bearing course for the required credit of physical education. This determination will be made by the student's ARD committee, Section 504 committee, or other campus committee, as applicable.
- **Language other than English.** Students are required to earn 2 credits in the same language other than English to graduate. Any student may substitute computer programming languages for these credits. A student may satisfy one of the two required credits by successfully completing in elementary school a dual language immersion program or a course in American Sign Language. In limited circumstances, a student may be able to substitute this requirement with other courses, as determined by a district committee authorized by law to make these decisions for the student.

Available Endorsements

A student must specify upon entering grade 9 which endorsement he or she wishes to pursue:

- Science, technology, engineering, and mathematics (STEM),
- Business and industry,
- Public services,
- Arts and humanities, or
- Multidisciplinary studies.
- Personal Graduation Plans

Financial Aid Application Requirement

Before graduating from high school, each student must complete and submit an application for financial aid post-secondary education. Students must complete and submit either a free application for federal student aid (FAFSA) or a Texas application for state financial aid (TASFA).

Resources our district provides

A student is not required to complete and submit a FAFSA or TASFA if:

- The student's parent submits a form provided by the district indicating that the parent authorizes the student to opt out;
- A student who is 18 years of age or older or a legally independent minor submits a form provided by the district indicating that the student opts out; or
- A school counselor authorizes the student to opt out for good cause.

Please contact the school counselor for more information.

To confirm that a student has completed and submitted TASFA, the student must submit.

- A screenshot that includes the processed date field if the FAFSA ApplyTexas Counselor Suite;
- Notification, such as a copy of an email, from the United States Department of Education verifying completion of the FAFSA;
- A copy or screenshot of the FAFSA acknowledgement page;
- A screenshot of the TASFA submission acknowledgement page (from those institutions that offer an electronic form);
- An acknowledgement receipt from an institution of higher education (IHE); or
- A copy of a financial aid award letter from an IHE.

Personal Graduation Plans

High School

A personal graduation plan will be developed for each high school student. The district encourages all students to pursue a personal graduation plan that includes the completion of at least one endorsement and to graduate with the distinguished level of achievement. Attainment of the distinguished level of achievement is a requirement for a student to be considered for automatic admission to a public four year college or university in Texas, depending on his or her rank in class. The school will review personal graduation plan options with each student entering grade 9 and his or her ~~parents~~parent. Before the end of grade 9, a student and his or her ~~parents~~parent will be required to sign off on a personal graduation plan that includes a course of study that promotes college and workforce readiness and career placement and advancement, as well as facilitates the transition from secondary to postsecondary education. The student's personal graduation plan will denote an appropriate course sequence based on the student's choice of endorsement.

Please also review [TEA's Graduation Toolkit](#).

A student may, with parental permission, amend his or her personal graduation plan after the initial confirmation.

Middle School

Personal Graduation Plans - Middle School Students

For a middle-school student who does not perform satisfactorily on a state-mandated examination, a school official will prepare a personal graduation plan (PGP) and provide accelerated instruction in accordance with HB 4545. School officials will also develop a PGP for a middle-school student who is determined by the district to be unlikely to earn a high school diploma within five years of high school enrollment. The plan will, among other items:

- Identify the student's educational goals,
- Address the parent's educational expectations for the student, and
- Outline an intensive instruction program for the student. [See the school counselor and policy EIF (LEGAL) for more information.]

For a student receiving special education services, the student's IEP may serve as the student's PGP and would therefore be developed by the student's ARD committee.

Available Course Options for All Graduation Programs

Information regarding specific courses required or offered in each curriculum area will be distributed to students each spring in order to enroll in courses for the upcoming school year.

Note: The district may require the completion of certain courses for graduation even if these courses are not required by the state for graduation.

Please be aware that not all courses are offered at every secondary campus in the district. A student who wants to take a course not offered at his or her regular campus should contact the school counselor about a transfer or other alternatives. If the parents of at least 22 students request a transfer for those students to take a course in the required curriculum other than fine arts or CTE, the district will offer the course for the following year either by teleconference or at the school from which the transfers were requested.

Certificates of Coursework Completion

A certificate of coursework completion will not be issued to a student who has successfully completed state and local credit requirements for graduation but has not yet demonstrated satisfactory performance on the state mandated tests required for graduation.

Students with Disabilities

Admission, review, and dismissal (ARD) committees will make instructional and assessment decisions for students with disabilities who receive special education services in accordance with state law.

Upon the recommendation of the ARD committee, a student with a disability who receives special education services may be permitted to graduate under the provisions of his or her IEP and in accordance with state rules.

ARD committees for students with disabilities who receive special education services will make instructional and assessment decisions for these students in accordance with state law and rules.

A student who receives special education services may earn **the distinguished level of achievement or** an endorsement under the foundation program. If the student's curriculum requirements for the endorsement were modified, the student's ARD committee will determine whether the modified curriculum is sufficiently rigorous **to earn the distinguished level of achievement or** ~~for purposes of earning the~~ endorsement. The ARD committee must also determine whether the student must perform satisfactorily on any end-of-course assessment instrument required to earn an endorsement.

A student who receives special education services and has completed four years of high school but has not met the requirements of his or her IEP may participate in graduation ceremonies and receive a certificate of attendance. The student may then remain enrolled to complete the IEP and earn his or her high school diploma but will only be allowed to participate in one graduation ceremony.

Graduation Activities (High School Only)

Graduation activities will include:

Graduation	May 22, 2026	8:00 p.m.	Hawk Stadium

Students must purchase all new graduation attire through Graduate Sales.

Scholarships and Grants

Students who have a financial need according to federal criteria and who complete the foundation graduation program, may be eligible under the TEXAS Grant Program, Teach for Texas Grant Program, and the Future Texas Teachers Scholarship Program for scholarships and grants towards tuition and fees to Texas public universities, community colleges, and technical schools, as well as to private institutions. Certain students who graduate early may also be eligible for the Texas First Scholarship Program.

Contact the school counselor for information about other scholarships and grants available to students.

8th Grade End of Year Activity (Substitution for 8th Grade Graduation)

In recognition of 8th grade graduation, a trip is organized as a substitution for a formal graduation ceremony. This trip is a privilege; not a rite of passage. The trip is co-sponsored with parents and school personnel. Ineligible students may attend on campus activities in lieu of the trip. Ineligible students may be required to stay on campus. To be eligible to participate in the end of the year activity, all 8th graders must meet the following guidelines:

1. The student must not have been placed in AEP, JJAEP or Juvenile Detention during the school year.

2. The student may not have been placed in ISS more than one time or may not have been assigned to one extended stay during the school year.
3. Only those students who have promoted to the next grade will be allowed to participate.
4. Students must be in attendance for 90% of the school days as prescribed by state law in order to be eligible to participate.
5. Students must have all books and equipment turned in, lost books and fines paid at least three days before activity date.
6. Due to activity reservations, scheduling, and costs, cancellations or loss of privileges may not receive a full refund.

The campus administrator has the final say on the eligibility of all students.

End-of-Course (EOC) Assessments

[See **Graduation** and **Standardized Testing**.]

Promotion and Retention

A student will be promoted only on the basis of academic achievement or demonstrated proficiency. In making promotion decisions the district will consider; grade levels the recommendation of the student's teacher, the score received on any criterion referenced or state mandated assessment, and any other necessary academic information as determined by the district.

To earn credit in a course, a student must receive a grade of at least 70 based on course level or grade level standards.

A student in grades 9–12 will be advanced a grade level based on the number of course credits earned. [See **Grade Level Classification**.]

In grades 6-8, promotion is based on attendance and academic performance standards established by the District and the State. The student may not promote if he or she has failed more than one of the core subject courses and/ or has missed an excessive number of days unless the student goes through the established remediation programs. [Education Code 28.021, EIE (LEGAL)]

Students will also have multiple opportunities to retake EOC assessments. [See **Graduation** and **Standardized Testing** for more information about EOC assessments.]

Repeating a High School Credit Course

A parent may request in writing that a student repeat a high-school credit course in which the student was enrolled during the previous school year unless the district determines that the student has met all requirements for graduation.

Before granting the request, the district may convene a retention committee to meet and discuss the request and will invite the parent to participate.

Remote Instruction

The district may offer remote instruction when authorized by TEA.

All district policies, procedures, guidelines, rules, and other expectations of student behavior will be enforced as applicable in a remote or virtual learning environment.

Report Cards/Progress Reports and Conferences

Report cards with each student's grades or performance and absences in each class or subject are issued at least once every six weeks.

At the end of the first three weeks of a grading period, parents will receive a progress report if their child's performance in English language arts, mathematics, science, or social studies is near or below 70, or is below the expected level of performance. If the student receives a grade lower than 70 in any class or subject at the end of a grading period, the parent will be requested to schedule a conference with the teacher of that class or subject.

Teachers follow grading guidelines that have been approved by the principal and superintendent pursuant to the board adopted policy and are designed to reflect each student's relative mastery of each assignment for the grading period, semester, or course. State law provides that a test or course grade issued by a teacher cannot be changed unless the board determines that the grade was arbitrary or contains an error, or that the teacher did not follow the district's grading policy. [See policy EIA(LOCAL) and **Grading Guidelines**.]

Questions about grade calculation should first be discussed with the teacher; if the question is not resolved, the student or parent may request a conference with the principal in accordance with FNG(LOCAL).

The report card or unsatisfactory progress report will state whether tutorials **are required** for a student who receives a grade lower than 70 in a class or subject. It will be the responsibility of the parent to provide transportation on the days the student remains after school for tutorial classes. Students must make prior arrangements with teachers for tutorial sessions.

Schedule Changes

A student who wishes to change his/her schedule must see the Academic Coordinator, and have approval. A student or parent who wishes to withdraw from a course will be required to sign a form releasing the District from any and all liability associated with that request. If a student or parent's request for a schedule change is denied, the parents may appeal the decision of the principal to the Superintendent through the normal grievance process.

Standardized Testing

SAT/ACT (Scholastic Aptitude Test and American College Test)

Many colleges require either the American College Test (ACT) or the Scholastic Aptitude Test (SAT) for admission. Students are encouraged to talk with the school counselor early during their junior year to determine the appropriate exam to take; these exams are usually taken at the end of the junior year. The Preliminary SAT (PSAT) and ACT-Aspire are the corresponding preparatory and readiness assessments for the SAT and ACT, and more information can be obtained on these assessments from the school counselor.

In grade 8, students may have the opportunity to take standardized tests such as, the PSAT (Preliminary SAT), and ACT. Please check with the counselor for details.

Note: Participation in these assessments may qualify a student to receive a performance acknowledgment on his or her transcript under the foundation graduation program and may qualify as a substitute for an end-of-course testing requirement in certain circumstances. A student's performance at a certain level on the SAT or ACT also makes the student eligible for automatic admission to a Texas public institution of higher education.

TSI (Texas Success Initiative) Assessment

Prior to enrollment in a Texas public college or university, most students must take a standardized test called the Texas Success Initiative (TSI) assessment. The purpose of the TSI assessment is to assess the reading, mathematics, and writing skills that entering freshmen level students should have if they are to perform effectively in undergraduate certificate or degree programs in Texas public colleges and universities. This assessment may be required before a student enrolls in a dual credit course offered through the district as well. Achieving certain benchmark scores on this assessment for college readiness may also waive certain end-of-course assessment requirements in limited circumstances.

Required State Assessments

STAAR (State of Texas Assessments of Academic Readiness)

High School Courses—End-of-Course (EOC) Assessments

STAAR end-of-course (EOC) assessments are administered for the following courses:

- Algebra I
- English I and English II
- Biology
- U.S. History

Satisfactory performance on the applicable assessments will be required for graduation, unless otherwise waived or substituted as allowed by state law and rules.

There are three testing windows during the year in which a student may take an EOC assessment, which will occur during the fall, spring, and summer months. If a student does not meet satisfactory performance, the student will have additional opportunities to retake the assessment.

Middle School Courses

STAAR (State of Texas Assessments of Academic Readiness) Grades 3 - 8

In addition to routine tests and other measures of achievement, students at certain grade levels are required to take state assessments, called STAAR, in the following subjects:

- Mathematics, annually in grades 3–8
- RLA, annually in grades 3–8
- Science in grades 5 and 8
- Social Studies in grade 8

Standardized Testing for a Student Enrolled Above Grade Level

■ If a student in grades 3–8 is enrolled in a class or course intended for students above his or her current grade level in which the student will be administered a state-mandated assessment, the student will be required to take an applicable state-mandated assessment only for the course in which he or she is enrolled, unless otherwise required to do so by federal law. A student in grades 3–8 shall be assessed at least once in high school with the ACT or the SAT if the student completes the high school end-of-course assessments in mathematics, reading/language arts, or science prior to high school.

Standardized Testing for a Student in Special Programs

Certain students – some with disabilities and some classified as emergent bilingual students – may be eligible for exemptions, accommodations, or deferred testing.

STAAR Alternate 2 is available for eligible students receiving special education services who meet certain criteria established by the state as determined by the student's ARD committee.

An admission, review, and dismissal (ARD) committee for a student in grades 9-12 receiving special education services will determine whether successful performance on the EOC assessments will be required for graduation within the parameters identified in state rules and the student's personal graduation plan (PGP). [See graduation.] STAAR Spanish is available for eligible students for whom a Spanish version of STAAR is the most appropriate measure of their academic progress.

For more information, see the principal, school counselor, or special education director.

Requesting Administration of STAAR/EOC in Paper Format

STAAR and EOC Assessments are administered electronically.

A parent may request that a STAAR or EOC be administered to a student in paper format. The district may grant this request for any single administration for up to three percent of the number of students enrolled in the district. Requests will be granted in the order in which they are received.

Requests for paper format for all administration of STAAR or EOC must be submitted no later than September 15 each school year.

Requests for paper format for a spring administration of STAAR or EOC must be submitted no later than December 1 each school year.

Failure to Perform Satisfactorily on an STAAR or EOC Assessment

If a student does not perform satisfactorily on a required state assessment in any subject, the district will provide accelerated instruction for the student in the subsequent school year by:

- Assigning the student to a teacher who is certified as a master, exemplary, or recognized teacher if one is available in the grade and subject matter of the state assessment on which the student did not perform satisfactorily, or
- Providing supplemental instruction.

A student may be required to attend any assigned supplemental instruction program before or after school or during the summer.

When a student fails to perform satisfactorily on a required state assessment in the same subject area for two or more years, the district shall develop an accelerated education plan. Parents are encouraged to participate in developing this plan.

Extracurricular Activities, Clubs, and Organizations

Participation in school sponsored activities is an excellent way for a student to develop talents, receive individual recognition, and build strong friendships with other students; participation, however, is a privilege, not a right. While many of the activities are governed by the University Interscholastic League a statewide association of participating districts eligibility for participation in many of these activities is governed by state law as well as UIL rules. **In addition, the school district may impose stricter standards for eligibility than those imposed by state law or UIL rules.**

State law requires the district to obtain written parental consent before a student may participate in a student club that is authorized or sponsored by the district. A parent may obtain consent forms for student clubs by contacting the campus office.

Eligibility for initial and continuing participation in many of these activities is governed by state law and the rules of the University Interscholastic League (UIL)—a statewide association overseeing inter-district competition. If a student is involved in an academic, athletic, or music activity governed by UIL, the student and parent are expected to know and follow all rules of the UIL organization. Students involved in UIL athletic activities and their parents can access the [UIL Parent Information Manual](#); a hard copy can be provided by the coach or sponsor of the activity on request. To report a complaint of alleged noncompliance with required safety training or an alleged violation of safety rules required by law and the UIL, please contact the curriculum division of TEA at 512-463-9581 or curriculum@tea.texas.gov.

[See [UIL Texas](#) <http://www.uil texas.org/> for additional information on all UIL governed activities.]

Student safety in extracurricular activities is a priority of the district. The equipment used in football is no exception. As a parent, you are entitled to review the district's records regarding the age of each football helmet used by the campus, including when a helmet has been reconditioned.

A student who wishes to participate in, or continue participation in, the district's athletics program governed by the UIL must submit certification from a healthcare provider authorized under UIL rules that the student has been examined and is physically able to participate in the athletic program. This examination is required in the first year of middle school competition and the first and third years of high school competition. During alternate years, the student must complete a medical appraisal form, and the results of this appraisal form may prompt the district to require physical examination.

Generally, a student who receives at the end of a grading period a grade below 70 in any academic class may not participate in extracurricular activities for at least three school weeks. A student shall be suspended from participation in any extracurricular activity sponsored or sanctioned by a district or the UIL after a grade evaluation period in which the student received a grade lower than the equivalent of 70 on a scale of 100 in any academic class other than a course described below at Exempt Courses. (FML)

However, if a student receives a grade below 70 at the end of a grading period in an Advanced Placement (AP) or International Baccalaureate (IB) course; or an honors or dual credit course in English language arts, mathematics, science, social studies, economics, or languages other than English, the student remains eligible for participation in all extracurricular activities.

If a student is enrolled in a state-approved course that requires demonstration of the mastery of an essential knowledge and skills in public performance and the student receives a grade below 70 at the end of the grading period, the student may participate in a performance so long as the general public is invited.

If a student is enrolled in a state-approved course music course that participates in UIL Concert and Sight-reading Evaluation, and the student receives a grade below 70 at the end of a grading period, the student may perform with the ensemble during the UIL evaluation performance, but is ineligible for other extracurricular activities for at least three weeks.

In addition, the following provisions apply to all extracurricular activities:

- A student who receives special education services and who fails to meet the standards in the individualized education program (IEP) may not participate for at least three school weeks.
- An ineligible student may practice or rehearse but may not participate in any competitive activity.
- A student is allowed in a school year up to 10 absences not related to post district competition, a maximum of 5 absences for post district competition prior to state, and a maximum of 2 absences for state competition. All extracurricular activities and public performances, whether UIL activities or other activities approved by the board, are subject to these restrictions.
- An absence for participation in an activity that has not been approved will receive an unexcused absence.
- Students participating in extracurricular activities generally have ample prior knowledge they will be missing certain classes due to scheduled events. In any event, it is the responsibility of the student to make prior arrangements with the teacher of that class concerning any and all assignments. It is expected that the student turn in any homework, project, or take tests BEFORE departing on a scheduled trip. In the event of an unscheduled trip which makes planning ahead unreasonable, it is the responsibility of the student to find out what was missed and make it up in an appropriate time (see "Make-up Work.")

- Students are required to be in attendance the entire day on the day of their participation in extracurricular events unless prior permission has been granted by the principal, due to extenuating circumstances; otherwise, the student cannot participate.

Extracurricular Travel

Participation in some of these activities may result in events that occur off campus. When the district arranges transportation for these events, students are required to use the transportation provided by the district to and from the events. Exceptions to this may only be made with the approval of the activity's coach or sponsor. Guidelines to extracurricular travel are as follows:

- Students are expected to travel on a vehicle furnished by the school and return in the same fashion unless permission is granted for the student to come home with the parent. Under no circumstances will a student be allowed to drive his/her vehicle to a contest and be allowed to compete.
- For permission to be granted for a student to ride home with his/her parents, a written request, delivered by the parent, must be presented to the sponsor prior to the group leaving Iowa Park.
- Bus drivers of all school sponsored trips are in complete and sole authority of all students on his/her bus. Students who defy this authority will forfeit their rights to ride the bus.
- Students attending conference and University Interscholastic League contests under the supervision of school authorities are held responsible for their conduct from the time of departure until they return, just as they would be while attending school. This applies to students as fans riding buses sponsored and conducted by the school to football games in other cities.

[See **Transportation**.]

Extracurricular Codes of Student Conduct

Sponsors of student clubs and performing groups such as the band, choir, and drill and athletic teams may establish standards of behavior—including consequences for misbehavior—that are stricter than those for students in general. If a violation is also a violation of school rules, the consequences specified by the Student Code of Conduct or by board policy will apply in addition to any consequences specified by the organization's standards of behavior.

Extracurricular Drug and Alcohol Policy

Students participating in extracurricular activities at Iowa Park CISD are expected to adhere to a high set of standards established to deter the use of drugs and alcohol. Extracurricular students should conduct themselves in a manner that will promote a positive image for all students and Iowa Park CISD.

Drug and Alcohol Use: The use of drugs or alcohol at any time will be a violation of rules for all extracurricular activities. School related drug and alcohol offenses and substantiated reports

from out-of-school offenses will be subject to this policy. Examples of substantiated out-of-school reports include tickets for MIP and MIC.

Consequences for Drug and Alcohol Violations: All offenses are cumulative for the student's enrollment in a particular campus. This policy does not prevent the school from administering disciplinary consequences for drug and alcohol violations of the student code of conduct. If a student is found to be under the influence or in possession of illegal drugs or alcohol, the school will notify the police and take disciplinary actions against the student.

For additional information, please review the Iowa Park CISD Student Drug Testing Policy handbook.

First Offense:

- The student shall be suspended from participation in extracurricular activities for 45 school days, and
- The student shall be required to attend practice during the last 15 school days of the suspension before being allowed to compete.

Second Offense:

- The student shall be suspended from participation in extracurricular activities for 90 school days.

Third Offense:

- The student shall no longer be allowed to participate in any extracurricular activity.

Cheerleading

The purpose of cheerleading is to encourage school spirit, develop a sense of good sportsmanship among players and students, and to better relationships between schools during athletic events. Since cheerleading is NOT governed by any state or federal guidelines the District establishes and enforces its own guidelines. **Specific expectations and guidelines will be distributed during the initial information meeting.** Cheerleading candidates are required to satisfy basic tryout standards in **the areas of academic** of two areas, academic eligibility, **have "good standing" status for attendance** and have upstanding behavior. We expect cheerleaders and those desiring to be cheerleaders to be among the best behaved and most cooperative students in our school. Students failing to meet these rigorous behavioral standards will NOT be allowed to try out for cheerleader. Guidelines for being a cheerleader and for trying out are available from the Cheerleading sponsor, **Liza Rousseaux** ~~Jennie Miller~~ **(high school)** and **Stephanie Roberts** ~~(middle school)~~.

Offices and Elections

Certain clubs, organizations, and performing groups will hold elections for student officers. These groups include:

The student council of Iowa Park High School is the leader of the student activity. It is composed of five executive officers, elected by the entire student body, and four representatives elected by their respective classes.

Qualifications for Student Council Officers

1. The president and vice president shall have and shall maintain an average of 80 or more throughout their entire term of office and must be passing all subjects at all times.
2. All other officers must maintain an average of 75 or more and must be passing all subjects at all times.
3. The President, Vice-president, Corresponding Secretary, and Parliamentarian/Historian must have at least one year of prior council experience.
4. All chairpersons of standing committees shall be appointed from the elected membership for the Student Council. Committee members may be chosen from the student council government.

Election of Student Council (High School)

Election of Student Council officers will be held in early May. Selections for class representatives will be held in the following week. Any Student Council member, who wishes to run for a Student Council office, or be a Student Council Representative, should sign up with Mrs. Miller and pick up the necessary forms. The Student Council President must be an incoming senior.

Probation/Removal

- A member who fails to meet qualifications stated in qualifications, duties, and conduct will be placed on temporary probation.
- A member who signs up for a duty and fails to perform that duty will be placed on probation. Continued failure to complete projects or duties may be cause for removal.
- A member may be removed from Student Council if the member's behavior or performance reflects poorly on the individual student as a representative of Student Council.

National Honor Society (High School)

Students may not apply for membership. This is an honor bestowed upon a select group of students by the school faculty. Only those students who have attended Iowa Park High School the equivalent of one semester may be considered for membership. To fulfill the scholastic requirement, students must have a cumulative GPA of 3.75 or above in the major subject areas throughout the school year.

Students must also meet the following criteria as observed by faculty counsel:

- **Scholarship**—a commitment to learning and is evaluated through his /her grades. Each member is responsible for returning grade checks, signed by his or her teachers, at each six-week period to maintain membership.
- **Service**—the willingness to work without monetary compensation or without recognition for the benefit of others in need. The service area is evaluated by teacher surveys and recommendations.
- **Leadership**—demonstrating initiative in school activities. The real leader strives to train and aid others to attain the same positive objectives. The price of leadership is sacrifice—the willingness to yield one’s own personal interest for the interests of others. The area of leadership is evaluated by teacher recommendations and student portfolio.
- **Character**—the force within each individual, which distinguishes that person from others.
We must be in reality what we wish to appear to others, by demonstrating such qualities as reliability, honesty, and sincerity. The area of character is evaluated by discipline history and teacher recommendations.
- **Citizenship**—the willingness of each person to participate responsibly in the affairs that govern our school, city, and country. The area of citizenship may be evaluated by teacher evaluation form and student portfolio.

Probation/Removal

- A member who fails to meet qualifications stated in the qualifications, duties, and conduct and/or fail to attend meetings will be placed on temporary probation.
- A member who signs up for a duty and fails to perform that duty will be placed on probation. Continued failure to complete projects, duties, and attend meetings may be cause for removal.
- Members should understand fully that they are subject to dismissal if they do not maintain the standards outlined above. In the case of a flagrant violation of school rules or civil laws, a warning is not required for dismissal. A faculty council hearing will be held and due process followed.

A modest induction ceremony will be held in the spring of the induction year.

Middle School Student Council

Student Council

The student council is a service organization for the school and the community. Students will be elected by popular vote (six students from 6th grade, seven students from 7th grade and eight students from 8th grade).

Requirements

- Students must maintain a 70 average for each six weeks in each class, including elective classes.
- Applications for Student Council must be filled out and turned in during the designated time frame.
- Students must maintain exceptional behavior throughout the year. Students must also not have been placed in ISS more than one time during the previous school year.
- Members must attend at least 85 percent of all scheduled meetings.
- Members must attend the two major fundraiser events (unless approved by Advisor).
- Each member is responsible for returning grade checks at the third week and six weeks grading period.

Officers

- Five officers (President, Vice- President, Secretary, Treasure, and Historian) will be elected by the student body following the week of member selections. Officer candidates must prepare a campaign to include a speech to be given to the student body.
- The President, Vice-President, and Secretary must be an 8th grade

Probation/Removal

- A member who fails to meet qualifications stated in qualifications, duties, and conduct will be placed on temporary probation.
- A member who signs up for a duty and fails to perform that duty will be placed on probation. Continued failure to complete projects or duties may be cause for removal.
- A member may be removed from Student Council if the member's behavior or performance reflects poorly on the individual student as a representative of Student Council.

Middle School National Junior Honor Society

National Junior Honor Society

Students may not apply for membership. This is an honor bestowed upon a select group of students by the school faculty. Only those students who have attended W.F. George Middle School the equivalent of one semester may be considered for membership. To fulfill the scholastic requirement, students must maintain an average of 90 or above in the major subject areas and work habits throughout the current school year. Inductions will be held in the Fall of 8th grade based on cumulative averages of 6th grade and 7th grade. Inductions for the 2026-2027 school year will be held in May of 2026.

Students must also meet the following criteria as observed by faculty counsel:

- Scholarship—a commitment to learning and is evaluated through his /her grades. Each member is responsible for returning grade checks, signed by his or her teachers, at each six-week period to maintain membership.
- Service—the willingness to work without monetary compensation or without recognition for the benefit of others in need. The service area is evaluated by teacher survey and recommendations.
- Leadership—demonstrating initiative in school activities. The real leader strives to train and aid others to attain the same positive objectives. The price of leadership is sacrifice—the willingness to yield one’s own personal interest for the interests of others. The area of leadership is evaluated by teacher recommendations and student portfolio.
- Character—the force within each individual, which distinguishes that person from others.
We must be in reality what we wish to appear to others, by demonstrating such qualities as reliability, honesty, and sincerity. The area of character is evaluated by discipline history and teacher recommendations.
- Citizenship—the willingness of each person to participate responsibly in the affairs that govern our school, city, and country. The area of citizenship may be evaluated by teacher evaluation form and student portfolio.

A committee consisting of the sponsor, principal, assistant principal, and counselor will review and approve all induction candidates.

Members should understand fully that they are subject to dismissal if they do not maintain the standards outlined above. In the case of a flagrant violation of school rules or civil laws, a warning is not required for dismissal. A faculty council hearing will be held and due process followed.

Section IV: Technology

To prepare students for an increasingly technological society, the district has made an investment in the use of district owned technology resources for instructional purposes; specific resources may be issued individually to students. Use of these technological resources, which include the district’s network systems and use of district equipment, is restricted for approved purposes only. Students and their parents should be aware that when using district computers emails are not private and may be monitored by district staff. [For additional information, see policy CQ.]

Electronic Devices and Technology Resources

Acceptable/Responsible Use Policy

Iowa Park Consolidated Independent School District (CISD) provides a variety of electronic communications systems for educational purposes. The electronic communications system is defined as the District's network (including the wireless network), servers, computer workstations, mobile technologies, peripherals, applications, databases, online resources, Internet access, email, and any other technology designated for use by students, including all new technologies as they become available. This also includes any access to the Iowa Park CISD technology system while on or near school property, in school vehicles and at school sponsored activities, and includes the appropriate use of district technology resources via off campus remote access.

In accordance with the Children's Internet Protection Act, Iowa Park CISD educates staff and students regarding about appropriate online behavior, including interacting with other individuals on social networking websites (including chat rooms). Iowa Park CISD also educates staff and students on cyberbullying awareness to insure Internet safety, including use of email and Web 2.0 resources, and has deployed filtering technology and protection measures to restrict access to inappropriate content such as those that are illegal, harmful, or contain potentially offensive information. While every effort is made to provide the most secure and optimal learning environment by monitoring online activities, it is not possible to absolutely prevent access (accidental or otherwise) to inappropriate content. It is possible that you may run across areas of adult content and some material you (or your parents) might find objectionable. While the district will take reasonable steps to restrict access to such material, it is not possible to absolutely prevent such access. **It is each student's responsibility to read district policy, regulations and agreement forms and ask questions if you need help in understanding and following the guidelines for appropriate and acceptable use.**

Iowa Park CISD users are permitted to use the district's resources for legitimate educational purposes. Personal use of district resources is prohibited. In addition, if a particular behavior or activity is generally prohibited by law, by Board policy or by school rules or regulations, use of Iowa Park CISD resources for the purpose of carrying out such behavior or activity is prohibited.

The smooth operation of the electronic communications system relies on the proper conduct of the users. Therefore, Iowa Park CISD has set the following standards and expectations for conduct:

In limited circumstances and in accordance with law, a student's personal telecommunications device may be searched by authorized personnel. [See Searches and policy FNF.]

Safe Use of Technology

The district is committed to ensuring that students use technology safely and will follow all federal and state requirements to protect students from excessive data collection or materials

that are considered harmful to minors. The district considers parents as partners in cybersecurity and online safety.

In accordance with state and federal law, the district will:

- Install a filter that blocks and prohibits pornographic or obscene material or applications materials or applications, including unsolicited pop-ups, installations, and downloads, before transferring an electronic device to a student to be used for an educational purpose
- Block or filter students' internet access to pictures that are obscene, contain child pornography, or have been determined to be harmful to minors in accordance with the Children's Internet Protection Act (CIPA)
- Require direct and informed parental consent for a student's use of software, other than software excluded from the consent requirement by law [See Required State Testing and Standardized Testing.]
- Require direct and informed parental consent for a student's use of software that conducts mental health assessments or other assessments unrelated to education curricula that are intended to collect information about students [See Consent to Conduct a Psychological Evaluation.]

If you want to know more about partnering with the district regarding cybersecurity and online safety, or if you have complaints or concern about student use of electronic devices, please contact:

Clifton McFadden
IPHS Principal
940-592-2144
cmcfadden@ipcisd.net

Stefanie Merrell
Middle School Principal
940-592-2196
smerrell@ipcisd.net

Acceptable Use of Technology

- Internet use at school must be directly related to school assignments and projects.
- Students will be assigned individual email and network accounts and must use only those accounts and passwords that they have been granted permission by the district to use. Students are responsible for not sharing the username and password for that account with others and are never to use a different account.
- All account activity should be for educational purposes only.
- Students must immediately minimize the program and report threatening messages or discomfoting Internet files/sites/emails to a teacher.

- Students must at all times use the district's electronic communications system, including email, wireless network access, and Web 2.0 tools/resources to communicate.
- Students are responsible at all times for their use of the district's electronic communications system and must assume personal responsibility to behave ethically and responsibly, even when technology provides them freedom to do otherwise. The district may suspend or revoke your access if you violate the rules.
- Students are responsible for backing up their data.
- Remember that people who receive email from you with a school address might think your message represents the school's point of view.

INAPPROPRIATE USES

- Using the district's electronic communications system for illegal purposes including, but not limited to, cyberbullying, gambling, pornography, and computer hacking.
- Disabling or attempting to disable or breach any system monitoring or filtering or security measures.
- Utilizing proxy gateways, or similar technologies, to bypass the Iowa Park CISD's monitoring or filtering.
- Sharing ~~usernames~~~~user names~~ and passwords with others; and/or borrowing someone else's username, password, or account access.
- Utilizing the district's network and/or equipment to cheat on assignments or tests.
- Purposefully opening, viewing, using or deleting/destroying/modifying files belonging to another system user without permission.
- Changing hardware or software configurations.
- Electronically posting personal information about one's self or others (i.e., addresses, phone numbers, and pictures).
- Downloading, installing or plagiarizing copyrighted information without permission from the copyright holder.
- Intentionally introducing a virus or other malicious programs onto the district's system.
- Electronically posting messages or accessing materials that are abusive, obscene, sexually oriented, threatening, harassing, illegal, or damaging to another's reputation.
- Wasting school resources through improper use of the computer system(s).
- Utilizing school resources for non-instructional purposes.
- Attempting to gain unauthorized access to restricted information or resources.
- Purposefully misrepresenting yourself or others.
- Utilizing social network tools for personal use.

Consequences for Inappropriate Use

- Revocation of the computer system account; or
- Other disciplinary or legal action, in accordance with the District policies and applicable laws.
- Termination of System User Account(s): The district may deny, revoke, or suspend specific user's access to the district's system with or without cause or notice for lack of use, violation of policy or regulations regarding acceptable network use, or as a result of disciplinary actions against the user.

- Possible criminal action.

Chromebook Misuse/Offense¶¶

If a student misuses their Chromebook, i.e. Discipline Levels 1-4 (see Disciplinary Procedures: Offense Levels)¶¶

1st Misuse/Offense 3 days to 1 week Chromebook suspended¶¶

2nd Misuse/Offense 3 weeks Chromebook suspended¶¶

3rd Misuse/Offense 6 weeks Chromebook suspended or the remaining part of the year.¶¶

Chromebook Damages¶¶

If a student damages their Chromebook through inappropriate use, i.e. broken Chromebook¶¶

1st Offense Student is given a warning for the inappropriate use/damage¶¶

2nd Offense 1 week Chromebook suspended.¶¶

3rd Offense 3 weeks Chromebook suspended¶¶

4th Offense 6 weeks Chromebook suspended or the remaining part of the year.¶¶

For more information regarding the rules and guidelines for the Chromebook see the IPCISD Chromebook Handbook. ¶¶

Electronic Communication Devices

Students may utilize personal electronic communication devices. Personal communication devices are prohibited by law during the school day according to HB 1481 and TEC Sec. 37.082. According to TEC Sec. 37.802, "personal communication device" means a telephone, cell phone such as a smartphone or flip phone, tablet, smartwatch, radio device, paging device, or any other electronic device capable of telecommunication or digital communication. The term does not include an electronic device provided to a student by a school district or open-enrollment charter school. at school and at school activities when and if the teacher deems them appropriate for educational purposes. All devices must remain silent or be put away unless being used within a lesson during class time. Students may use devices before and after school, and in designated areas only.

Devices include, but are not limited to, the following: notebooks, smart phones, iPhones, iPads, iPods, mp3 players and e-Readers. All devices should be clearly labeled with the student's with student's full name. Students are responsible for personal property brought to school and should keep personal items with self or in a locked space. Iowa Park CISD is not responsible for the loss or damages to personal devices. If personal devices are damaged or stolen while on Iowa Park CISD's property, Iowa Park CISD will not be liable for the replacement or repair of any

~~personal device. Any data and/or SMS/MMS (texting) charges will not be reimbursed by the Iowa Park CISD. Devices should be charged prior to bringing to school. In the event the technology is used inappropriately, normal disciplinary consequences may occur.~~

Use of the district's resources is not private, and the district will monitor students' activity. Iowa Park CISD makes no warranties of any kind for the services it is providing through the Internet. Use of any information obtained is at your own risk. We deny any responsibility for the accuracy or quality of information obtained via the Internet.

Guidelines

1. Students may **NOT** use a privately owned electronic "Internet ready" device on the IPCISD wireless network. ~~with teacher or administrator permission.~~
2. ~~The use of a privately owned electronic device is to support and enhance instructional activities.~~
3. Students are prohibited from accessing the Internet using any external Internet service.
4. No privately owned electronic device may be connected to the IPCISD network by a network cable plugged into a data outlet. Network access is provided via Wi-Fi access only.
5. No student shall establish a wireless ad-hoc or peer-to-peer network using his/her electronic device or any other wireless device while on school grounds. This includes, but is not limited to using a privately owned electronic device as a cabled or wireless hotspot.
6. Voice, video, and image capture applications may only be used with teacher or administrator permission.
7. Sound should be muted unless the teacher or administrator grants permission for use of sound associated with the instructional activities. ~~A teacher or administrator may permit the use of ear buds or other types of headphones.~~
8. ~~The privately owned electronic device owner is the only person allowed to use the device.~~
9. No school owned academic or productivity software can be installed on personal devices.
10. No student shall use any computer or device to illegally collect any electronic data or disrupt networking services.
11. Devices are brought to school at the students' and parents' own risk. In the event that a privately owned device is lost, stolen or damaged, IPCISD is not responsible for any financial or data loss.
12. Violation of school or district policies, local, state and/or federal laws while using a personal electronic device on the IPCISD wireless network will result in appropriate disciplinary and/or legal action as specified in the Student Handbook and Code of Student Conduct, School Board policy as well as by local, state and/or federal law.
13. The school district and school district personnel cannot attempt to repair, correct, troubleshoot, or be responsible for malfunctioning personal hardware or software.
14. The school district reserves the right to examine the privately owned electronic device and search its contents if there is reason to believe that school district policies or local, state and/or federal laws have been violated. In the event that a student believes that

his/her password has been compromised, he/she should immediately reset his/her password.

Electronic Devices – District Owned

Use of district owned equipment and its network systems is not private and will be monitored by the district. [See policy CQ for more information and Student Code of Conduct.]

Wireless Information

~~A student must obtain prior approval to bring his/her own technology device to a school campus, it is mandatory that the device utilize the IOWA PARK CISD wireless network. For example, an Iowa Park High student will choose the "IPGuest" wireless ID, and accept the terms of the IPCISD Responsible Use Policy to browse the Internet. By accessing IOWA PARK CISD wireless network, they are accepting the terms of the Iowa Park CISD Student Responsible Use Policy. Once on the IOWA PARK CISD wireless network, all users will have filtered Internet access just as they would on a district owned device.~~

Responsible Use Policy

Iowa Park CISD provides students with access to the District's electronic communications system for educational purposes. The electronic communications system is defined as the District's network, servers, computers, mobile devices, peripherals, applications, databases, online resources, Internet access, email, and any other technology designated for use by students. With this educational opportunity comes responsibility.

While the District uses filtering technology and protection measures to restrict access to inappropriate material, it is not possible to absolutely prevent such access. It will be each student's responsibility to follow the rules for appropriate and responsible use. Access to the Iowa Park CISD network is a privilege and administrators and faculty may review files and messages to maintain system integrity and ensure that users are acting responsibly.

All students in Iowa Park CISD must adhere to the following standards of responsible use:

- The District may review files and communications to maintain system integrity and insure that users are using the system responsibly. Users should not expect that files stored on district servers will always be private.
- Students are responsible at all times for their use of the District's electronic communication system and must assume personal responsibility to behave ethically and responsibly, even when technology provides them the freedom to do otherwise.
- Students must log in and use the Iowa Park CISD filtered wireless network during the school day on personal electronic devices.
- Students must not access, modify, download, or install computer programs, files, or information belonging to others.

- Students must not waste or abuse school resources through unauthorized system use (e.g. playing online games, downloading music, watching video broadcasts, participating in chat rooms, etc.).
- Students must not alter computers, networks, printers or other equipment except as directed by a staff member.
- Technology, including electronic communication, should be used for appropriate educational purposes only and should be consistent with the educational objectives of Iowa Park CISD.
- Students must not release personal information on the Internet or electronic communications.
- Personal IOWA PARK CISD network access information should not be conveyed to other students or attempts be made to use anyone else's accounts.
- If a student finds an inappropriate site or image, he or she must immediately minimize the program and contact the instructor.
- Students must not create/publish/submit or display any materials/media that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal and should report any instances encountered.
- Students shall adhere to all laws and statutes related to issues of copyright or plagiarism.
- Violation of any of these standards may result in suspension of computer use, Internet privileges and/or other disciplinary action.

Questions about Technology ¶

~~I brought my device to school to use in the classroom, but my teacher said I couldn't use it in her classroom. Can I still use it? ¶~~

- ~~The teacher in the classroom has the final say on procedures in the classroom. If he or she asks you not to use your device, then you should follow those directions. Access is available but not guaranteed for each classroom situation. ¶~~

~~I am uncertain on specific policy regarding times and locations my personal device can be used during the school day. Exactly when am I allowed? ¶~~

- ~~Middle School Appropriate Use ¶~~
 - ~~Before and After School: Yes ¶~~
 - ~~In Class with Teacher Permission: Yes ¶~~
 - ~~During Passing Periods: No ¶~~
 - ~~During Lunch: No ¶~~
- ~~High School Appropriate Use ¶~~
 - ~~Before and After School: Yes ¶~~
 - ~~In Class with Teacher Permission: Yes ¶~~
 - ~~During Passing Periods: No ¶~~
 - ~~During Lunch: Yes ¶~~

¶

~~I have my laptop/mobile device with me in class. How do I get on the Internet now? ¶~~

¶

- Most laptops or other personal technology devices (smart phones), will detect a wireless connection when you are near one. Your device should prompt you to join an available network. When prompted, choose the student wireless ID from the list (for example: IPGuest). Once you choose this network and open an Internet browser, you will accept the Responsible Use Policy and be connected. ¶



My laptop is not prompting me to choose a wireless network. Is there another way to connect? ¶



- In the settings menu of your device, there is usually a network access icon. Go to this icon and choose IPGuest wireless ID from the list or prompt your computer to look for wireless networks in range. Always consult your device's owner's manual for exact directions for accessing a wireless network. ¶



I need to save my work onto my IOWA PARK CISD student S: drive. Why can't I access this resource from my device? ¶



- Within IOWA PARK CISD, you are on a wireless network that is designed to give you Internet access only. It is not the same as the network you would normally access from a district owned computer. You will not see your S: drive, so you will need to save your work on a flash drive or a cloud based storage solution. You can access that account from anywhere you have connectivity at home, school, Starbucks, McDonalds, etc. ¶



I just can't get my laptop to connect to the network. Can I get some help from someone? ¶



- It is not the responsibility of your teachers or other IOWA PARK CISD staff to troubleshoot individual devices during the school day. Check your owner's manual for issues concerning connectivity. ¶



What if my laptop or phone is stolen or damaged? What recourse can I take? ¶



- Students bring electronic communication devices to school at their own risk, just like any other personal item. The district will not be held responsible if an electronic device or other item is lost, stolen, or misplaced, including those that have been confiscated. ¶



Is it required that I use the IOWA PARK CISD wireless? Can I use my own 3G or 4G service? ¶



- It is absolutely required that you use the district filtered wireless internet. Using your own wireless provider during school is a violation and may result in confiscation of your device and/or disciplinary consequences. ¶

Radios, Tablets, CD Players, Personal Communication Devices, Cell Phones, Smartwatches, Tablets, and Other Electronic Devices and Games

Personal communication devices are prohibited by law during the school day according to HB 1481 and TEC Sec. 37.082. According to TEC Sec. 37.082, "personal communication device" means a telephone, cell phone such as a smartphone or flip phone, tablet, smartwatch, radio device, paging device, or any other electronic device capable of telecommunication or digital communication. The term does not include an electronic device provided to a student by a school district or open-enrollment charter school.

~~Students are to follow the policy in place. If students are not in compliance with the policy, teachers will collect the items and turn them in to the principal's office.~~

~~For safety purposes and educational purposes, the district permits students to possess and use cell phones; however, they must remain turned off or on silent during the instructional day, including during all testing, unless they are being used for approved instructional purposes. Students may use cell phones as specified below and before and after school hours, outside the building.~~

The use of mobile telephones or any device capable of capturing images is strictly prohibited in locker rooms or restroom areas while at school or at a school related or school sponsored event.

~~Students should use the office to communicate with parents. and/or seek permission from office staff to use cell phone.~~

~~Cell phone use inside the building during the school day will be allowed at teacher discretion and for educational purpose and any purpose deemed appropriate by the educator. Students will be notified visually and/or verbally indicating when it is acceptable to use the technology. Cell phones used in anyway, other than specified, will be taken up by staff.~~

Cell phones that are seen or heard that ring during the day, or are being used inappropriately (cheating, texting, social networking, listening to music, taking pictures, etc.) will be taken up and consequences will be applied. the following consequences will be applied:

Offenses	Number of Demerits	Minimum Consequences for offenses
1 st offense	100	35 day placement in ISS. Student receives a warning, and parent notified by phone call or email and documented in Skyward.
2 nd Offense	155	510 day placement in ISS. Parent/student must pay \$10 and parent must pick up the device and documented in Skyward.

~~3rd Offense and beyond 2010 30 day placement at DAEP. Student receives disciplinary consequences, and parent must pick up the device and documented in Skyward.~~

~~Additional offenses will result in the student being placed in AEP based on demerit points. Any disciplinary action will be in accordance with the Student Code of Conduct.~~

Schools are not responsible for the loss or damage of personal communication devices, phones or other electronic devices during any portion of the school day or afterschool activities.

Unacceptable and Inappropriate Use of Technology Resources

Students are prohibited from possessing, sending, forwarding, posting, accessing, or displaying electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal. This prohibition also applies to conduct off school property, whether the equipment used to send such messages is district owned or personally owned, if it results in a substantial disruption to the educational environment.

Any person taking, disseminating, transferring, possessing, or sharing obscene, sexually oriented, lewd, or otherwise illegal images or other content, commonly referred to as "sexting," will be disciplined in accordance with the Student Code of Conduct, may be required to complete an educational program related to the dangers of this type of behavior, and, in certain circumstances, may be reported to law enforcement. Because engaging in this type of behavior can lead to bullying or harassment, as well as possibly impede future endeavors of a student, we encourage you to review with your child ['Before You Text' Sexting Prevention Course](http://beforeyoutext.com/) <http://beforeyoutext.com/>, a state developed program that addresses the consequences of engaging in inappropriate behavior using technology.

In accordance with state law, the district prohibits the installation or use of TikTok (or any successor application or service) on a district device, along with any other social media application or service determined by the governor.

In addition, any student who engages in conduct that results in a breach of the district's computer security will be disciplined in accordance with the Student Code of Conduct, and, in some cases, the consequence may rise to the level of expulsion.

Section V: Health

School Nurse Contact Information: ~~Iowa Park High School~~

Jamie Shipp jshipp@ipcisd.net IPHS
IPHS: 940-592-2144 Fax: 940-592-2583

Jenna Wineinger jwineinger@ipcisd.net Middle School
WFGMS: 940-592-2196

Wellness Policy: Iowa Park CISD

Iowa Park CISD is committed to encouraging healthy students and therefore has developed a board-adopted wellness policy at FFA (LOCAL) and corresponding plans and procedures to implement this policy. You are encouraged to contact the principal with questions about the content or implementation of the district's wellness policy and plan.

Federal Public Law (PL 108.0265 Section 204) states that by the first day of the 2006 school year beginning after June 30, 2006 all schools must develop a local wellness policy that involves parents, students, a representative from the School Food Authority, school board, school administrators and the public. The Local Education Authority (LEA) will establish a plan for measuring implementation of the local wellness policy¶

School Health Advisory Council¶

During the preceding school year, the district's School Health Advisory Council (SHAC) held four meetings. Additional information regarding the district's SHAC is available from the superintendent. ¶

Notification of upcoming SHAC meetings will be posted at each campus' administrative office at least 72 hours before the meeting. Notifications of upcoming SHAC meetings, meetings minutes, and a recording of each meeting will be posted on the district's website at www.ipcisd.net.¶

[Policies BDF and EHAA]¶

¶

School Health Advisory Committee (SHAC) Members:¶

Kevin McCasland, Superintendent ¶

Jamie Shipp, School Nurse ¶

Shawna Coggins, School Nurse¶

Keri Watts, School Nurse¶

Jenna Wineinger, School Nurse

¶

Michelle Turner, Kidwell PE teacher ¶

Brenda Hodges, Bradford PE teacher ¶

Parents: Kaydee Bean, Taler Evans, Becky Holster, Whitney King, Lindsey McShan, Rochelle,

Nicholson, Renee Raby and LeAnn Scharbrough¶

~~[See policies at BDF and EHAA.] ¶~~



Student Illness

When your child is ill, please contact the school to let us know he or she won't be attending that day. It is important to remember that schools are required to exclude students with certain illnesses from school for periods of time as identified in state rules. Possible reasons for exclusion may include but are not limited to:

- Fever over 100 degrees- If your child has a fever greater than 100 degrees, he or she must stay out of school until fever free for 24 hours without fever-reducing medications.
- Vomiting and/or Diarrhea-Students with two or more episodes of vomiting and/or diarrhea must stay home until they are vomiting and diarrhea free without vomiting or diarrhea-suppressing medications for at least 24 hours.
- Head lice and/or nits
- Conjunctivitis (pink eye)
- Strep Throat
- Chicken Pox
- Ring worm of the scalp
- Influenza
- Impetigo
- Undiagnosed rash
- Any other condition or possible communicable disease as determined by the school nurse.

You may go to the Texas Department of State Health Services website for additional information regarding communicable diseases.

If a student becomes ill during the school day, he or she must receive permission from the teacher before reporting to the school nurse. If the nurse determines that the child should go home, the child's parent/guardian will be contacted. In the event a parent/guardian cannot be reached, an emergency contact will be notified.

The district is also required to report certain contagious (communicable) diseases or illnesses to the Texas Department of State Health Services (DSHS) or our local/regional health authority. Please see the TX Department of State Health Services website for more information.

Contact the school nurse if you have questions or if you are concerned about whether or not your child should stay home.

Emergency Medical Treatment and Information

Parents are asked each year to complete a medical care authorization form, providing written consent to obtain emergency treatment and information about allergies to medications or drugs. Parents should keep emergency care information up-to-date (name of doctor, emergency phone numbers, allergies, etc.).

The district may consent to medical treatment, including dental treatment, if necessary, for a student if:

- The district has received written authorization from a person having the right to consent;
- That person cannot be contacted; and
- That person has not given the district actual notice to the contrary.

The emergency care authorization form will be used by the district when a student's parent or authorized designee cannot be contacted. A student may provide consent if authorized by court of law or court order.

Regardless of parental authorization for the district to consent to medical treatment, district employees will contact emergency medical services to provide emergency care when required by law or when deemed necessary, such as to avoid a life-threatening situation.

Drug Testing

All students in grades 6 – 12 are eligible to voluntarily participate in the District's drug testing program. If a student is not involved in extracurricular activities, a student's guardian may contact the campus principal to sign a drug testing consent form. After receipt of the consent form, the student's name will be included in the random drug testing program. An IPCISD representative will contact the student and the student's parents notifying them if the test result is positive and the student will be subject to attend a District-approved drug counseling program.

The drug testing policy is available at the high school if your student is involved in any extracurricular activity or approved by the parent. [For further information, see policy FNF(LOCAL). Also see **Steroids**.]

Bacterial Meningitis

State law requires the district to provide information about bacterial meningitis:

What is meningitis? Meningitis is an inflammation of the covering of the brain and spinal cord. It can be caused by viruses, parasites, fungi, and bacteria. Viral meningitis is common and most people recover fully. Parasitic and fungal meningitis are very rare. Bacterial meningitis is very serious and may involve complicated medical, surgical, pharmaceutical, and life support management.

What are the symptoms? Someone with meningitis will become very ill. The illness may develop over one or two days, but it can also rapidly progress in a matter of hours. Not everyone with meningitis will have the same symptoms.

Children (over 2 years old) and adults with bacterial meningitis commonly have a severe headache, high fever, and neck stiffness. Other symptoms might include nausea, vomiting, discomfort looking into bright lights, confusion, and sleepiness. In both children and adults, there may be a rash of tiny, red purple spots. These can occur anywhere on the body.

The diagnosis of bacterial meningitis is based on a combination of symptoms and laboratory results.

How serious is bacterial meningitis? If it is diagnosed early and treated promptly, the majority of people make a complete recovery. In some cases it can be fatal or a person may be left with a permanent disability.

How is bacterial meningitis spread? Fortunately, none of the bacteria that cause meningitis are as contagious as diseases like the common cold or the flu, and they are not spread by casual contact or by simply breathing the air where a person with meningitis has been. They are spread when people exchange respiratory or throat secretions (such as by kissing, coughing, or sneezing).

The germ does not cause meningitis in most people. Instead, most people become carriers of the germ for days, weeks, or even months. The bacteria rarely overcome the body's immune system and cause meningitis or another serious illness.

How can bacterial meningitis be prevented? Maintaining healthy habits, like getting plenty of rest, can help prevent infection. Using good health practices such as covering your mouth and nose when coughing and sneezing and washing your hands frequently with soap and water can also help stop the spread of the bacteria. It's a good idea not to share food, drinks, utensils, toothbrushes, or cigarettes. Limit the number of persons you kiss.

There are vaccines available to offer protection from some of the bacteria that can cause bacterial meningitis. The vaccines are safe and effective (85–90 percent). They can cause mild side effects, such as redness and pain at the injection site lasting up to two days. Immunity develops within seven to ten days after the vaccine is given and lasts for up to five years.

What should you do if you think you or a friend might have bacterial meningitis? You should seek prompt medical attention.

Where can you get more information? Your school nurse, family doctor, and the staff at your local or regional health department office are excellent sources for information on all communicable diseases. You may also call your local health department or Regional Department of State Health Services office to ask about a meningococcal vaccine. Additional information may also be found at the websites for the [Centers for Disease Control and Prevention](https://www.cdc.gov/) <https://www.cdc.gov/>, and the [Department of State Health Services](http://www.dshs.texas.gov/) <http://www.dshs.texas.gov/>.

Note: TDSHS requires at least one meningococcal vaccination (MCV4) for a student ages 11 to 12 or for a student enrolling in grades 7 through 12, and state guidelines recommend this vaccination be administered between ages 11 and 12, with a booster dose at 16 years of age. Entering college students must show, with limited exception, evidence of receiving a bacterial meningitis vaccination within the five-year period prior to enrolling in and taking courses at an institution of higher education. Please see the school nurse for more information, as this may affect a student who wishes to enroll in a dual credit course taken off campus. [See **Immunization** for more information.]

Diabetes

In accordance with a student's individual health plan for management of diabetes, a student with diabetes will be permitted to possess and use monitoring and treatment supplies and equipment while at school or at a school-related activity. See the school nurse or principal for information. [See policy FFAF(LEGAL) for more information.]

Food Allergies

The district requests to be notified when a student has been diagnosed with a food allergy, especially those allergies that could result in dangerous or possibly life-threatening reactions either by breathing, eating, or touching the particular food. It is important to disclose the food to which the student is allergic, as well as the nature of the allergic reaction. Please contact the school nurse or campus principal if your child has a known food allergy or as soon as possible after any diagnosis of a food allergy.

The district has developed and annually reviews a food allergy management plan, based on the Texas Department of State Health Services' (DSHS) "Guidelines for the Care of Students with Food Allergies At-Risk for Anaphylaxis." The district's management plan addresses employee training, dealing with common food allergens, and specific strategies for dealing with students diagnosed with severe food allergies. When the district receives information that a student has a food allergy that puts the student at risk for anaphylaxis, individual care plans will be developed to assist the student in safely accessing the school environment. The district's food allergy management plan can be accessed at www.ipcisd.net.

The complete text of the ["Guidelines for the Care of Students with Food Allergies At-Risk for Anaphylaxis"](#) can be found on the DSHS website at [Allergies and Anaphylaxis](#).

If you child has an epinephrine injection prescribed by a physician for severe allergic reactions and you would like to leave one at the school, please contact the school nurse or principal and complete a medication permission form. A physician's signature will be required also. [See policy FFAF and **Celebrations**.]

Head Lice

Head lice, although not an illness or a disease, is very common among children and is spread through head-to-head contact during play, sports, or nap time and when children share things

like brushes, combs, hats, and headphones. The school district does not require or recommend students to be removed from school because of lice or nits. If careful observation indicates that a student has head lice, the school nurse will contact the student's parent to discuss a plan for treatment with an FDA approved medicated shampoo or cream rinse that may be purchased from any drug or grocery store. After the student has undergone one treatment, the parent should check in with the school nurse to discuss the treatment used. The nurse can also offer additional recommendations, including subsequent treatments and how best to get rid of lice and how to prevent lice from returning.

More information on head lice can be obtained from the DSHS website [Managing Head Lice](http://www.dshs.state.tx.us/schoolhealth/lice.shtm) (<http://www.dshs.state.tx.us/schoolhealth/lice.shtm>). (<https://www.dshs.texas.gov/texas-school-health/skilled-procedures-texas-school-health/managing-head-lice-school>) and from the Centers for Disease Control and Prevention's website [Head Lice Information for Parents](https://www.cdc.gov/parasites/lice/head/parents.html) (<https://www.cdc.gov/parasites/lice/head/parents.html>). [See policy FFAA]

Head Injuries

If your child receives a head injury and has any of the following symptoms, or any other symptoms that could possibly be related to a head injury, please contact a Doctor or take them to the Emergency Room immediately:

- Severe headache
- Excessive drowsiness
- Nausea and/or vomiting
- Double vision, blurred visions, pupils of different sizes
- Loss of muscle coordination such as falling down, walking strangely, or staggering
- Being confused or having problems with memory
- Breathing irregularly
- Dizziness
- Convulsions
- Bleeding or discharge from the ear
- Sensitivity to light or noise
- Loss of consciousness

Immunization

A student must be fully immunized against certain diseases or must present a certificate or statement that, for medical reasons or reasons of conscience, including a religious belief, the student will not be immunized. The immunizations required are: Diphtheria, tetanus, and pertussis; Polio; Measles, mumps, and rubella; Hepatitis B; Varicella (chicken pox); Meningococcal; Hepatitis A. Please see the TDSHS website for a complete list of minimum vaccine requirements for school. Proof of immunization may be established by personal records from a licensed physician or public health clinic with a signature or rubberstamp validation. The school nurse can provide information on immunization requirements.

Instructions for Filing Immunization Exemptions:

The form must be notarized and submitted to the principal or school nurse within 90 days of notarization. If the parent is seeking an exemption for more than one student in the family, a separate form must be provided for each student.

1. If a student should not be immunized for medical reasons, the student or parent must present a certificate signed by a U.S. registered and license stating that, in the doctor's opinion, the immunization required is medically contraindicated or poses significant risk to the health and well-being of the student or a member of the student's family or household. This certificate must be renewed yearly unless the physician specifies a lifelong condition.
2. For exemptions reasons of conscience, only official forms issued by the Texas Department of State Health Services (DSHS), Immunization Branch, can be honored by the district. You may access the [DSHS exemption form \(https://www.dshs.texas.gov/immunization-unit/texas-school-child-care-facility-immunization/texas-immunization-exemptions\)](https://www.dshs.texas.gov/immunization-unit/texas-school-child-care-facility-immunization/texas-immunization-exemptions) on line or by writing:

Texas Department of State Health
Services
Immunization Section, Mail Code
1946
P.O. Box 149347
Austin, Texas 78714-9347

For more information on immunization against bacterial meningitis and college enrollment and attendance, see Bacterial Meningitis.

[For further information, see policy FFAB(LEGAL) and the DSHS website at [Texas School & Child Care Facility Immunization Requirements \(https://www.dshs.texas.gov/immunization-unit/texas-school-child-care-facility-immunization\)](https://www.dshs.texas.gov/immunization-unit/texas-school-child-care-facility-immunization)

MRSA

What is Staphylococcus Aureus (Staph)? Staphylococcus Aureus, commonly referred to as "staph", can be carried on the skin or in the nose. Staph is one of the most common causes of skin infections in the United States.

What is MRSA (Methicillin Resistant Staphylococcus Aureus)? Some staph bacteria are resistant to antibiotics. MRSA is a type of staph that is resistant to certain antibiotics.

What does a staph or MRSA infection look like? Staph bacteria, including MRSA, can cause skin infections that may look like a pimple or boil and can be red, swollen, painful, or have pus or other drainage.

How are MRSA and staph infections spread? Any open wound is a potential entry point for MRSA or other infections. Factors that have been associated with the spread of MRSA include close skin-to-skin contact, opening in the skin such as cuts or abrasions, contaminated items and surfaces, crowded living conditions, and poor hygiene.

How can I prevent staph or MRSA infections? Practice good hygiene. Keep your hands clean by washing thoroughly with soap and water or using an alcohol based hand sanitizer. Keep cuts and scrapes clean and covered with a bandage until healed. Avoid contact with other people's wounds or bandages. Avoid sharing personal items such as towels or razors.

What should I do if I think my child has a staph infection? Contact your healthcare provider immediately.

If I have a staph or MRSA infection, what can I do to prevent others from getting infected? Keep wounds that are draining or have pus covered with clean, dry bandages. You and anyone you come in close contact with should wash their hands frequently with soap and warm water or use an alcohol based hand sanitizer, especially after changing the bandage or touching the infected wound. Avoid sharing personal items such as towels, washcloths, razors, or any article of clothing that may have come in contact with the infected wound or bandage. Tell your healthcare providers who treat you that you have or have had a MRSA or staph infection.

Are staph and MRSA treatable? Yes. Most staph and MRSA infections are treatable with antibiotics. If your healthcare provider prescribes an antibiotic, you must complete all the doses for it to be effective, even if the infection starts getting better. Do not share antibiotics with others. Sometimes the area may require draining. This should be done by your healthcare provider. Never drain the infected area at home.

Medicine at School

According to Section 22.052, Education Code, any medication administered to a student in a Texas School, must have a written request/authorization from the student's parent's or legal guardian and must be in the original container and be properly labeled.

Medication that must be administered to a student during school hours must be provided by the student's parent. All medication, whether prescription or nonprescription, must be kept and administered by the school nurse or another authorized district employee, unless the student is authorized to possess his or her own medication because of asthma or a severe allergy as described below or as otherwise allowed by law. The district will not purchase nonprescription medication to give to a student. Only FDA approved medications will be accepted. Herbal or dietary supplements can be given if required by the student's individualized education program (IEP) or Section 504 plan for a student with disabilities.

You will be responsible for picking up your child's medications at the end of the school year. Any medications not picked up by the last day of the school year will be disposed of.

Trained NON-MEDICAL District personnel may administer medication to students. See the school nurse or principal for information. [See policy FFAF]

Prescription Medications

1. An IPCISD Prescription/Treatment Form must be completed and signed by the physician and parent/guardian. **Medication cannot be given in the school health clinic until the form is correctly completed.** This form is required for each prescription medication and a new form is required each school year.
2. Medication must be brought to the school in a pharmacy labeled bottle that contains the child's name, name of the medication, physician's name and instructions on how and when the medication is to be given. You can request an extra bottle with the appropriate label to supply to the school from your pharmacy.
3. A parent/guardian is to bring all medications (prescription and over-the-counter) to the school.

Non-Prescription Medications

1. Over-the-counter (OTC) medications can be given only if an IPCISD Non-Prescription (OTC) Medication Authorization Form is completed and signed by the parent/guardian.
2. OTC medication must be in the original, **unopened**, container and will be administered according to the printed package directions for use. The student's full name must be clearly labeled on the medication package. Requests to alter the dosage and/or frequency of OTC medications must be accompanied by a **physician's written note** stating the dosage and frequency the medication is to be given (fax may be accepted). For example, an adult medication cannot be given to a child without a note from a physician.
3. A parent/guardian or designee, over the age of 18, **not including the student**, is to bring all medications (prescription and nonprescription) to the school health clinic or designated personnel. If clinic hours of operation are not convenient, arrangements may be made with the health clinic staff or campus principal/designee to receive the medication.

Only authorized employees, in accordance with policy FFAC, may administer:

- Prescription medication, in the original, properly labeled container, provided by the parent, along with a written request.
- Prescription medication from a properly labeled unit dosage container filled by a registered nurse or another qualified district employee from the original, properly labeled container provided by the parent along with a written request.

- Nonprescription medication, in the original, properly labeled container, provided by the parent along with a written request. Note: Insect repellent is considered a nonprescription medication.
- Herbal or dietary supplements provided by the parent only if required by the student's individualized education program (IEP) or Section 504 plan for a student with disabilities.

An elementary or secondary student may possess and self-apply sunscreen to avoid overexposure to the sun. An elementary student's teacher or other district personnel will apply sunscreen to the student's exposed skin if the student brings the sunscreen to school and asks for help applying it. If a secondary student needs assistance with sunscreen application, please address the need with the school nurse.

Whether a student is at the elementary or secondary level, if sunscreen needs to be administered to treat any type of medical condition, this should be handled through communication with the school nurse so that the district is made aware of any safety and medical issues.

Asthma and Severe Allergic Reactions

A student with asthma or severe allergic reaction (anaphylaxis) may be permitted to possess and use prescribed asthma or anaphylaxis medication at school or school-related events only if he or she has written authorization from his or her parent and a physician or other licensed healthcare provider. The student must also demonstrate to his or her physician or healthcare provider and to the school nurse the ability to use the prescribed medication, including any device required to administer the medication.

If the student has been prescribed asthma or anaphylaxis medication for use during the school day, the student and parents should discuss this with the school nurse or principal.

Diabetes

In accordance with a student's individual health plan for management of diabetes, a student with diabetes will be permitted to possess and use monitoring and treatment supplies and equipment while at school or at a school related activity. See the school nurse or principal for information. [See policy FFAF(LEGAL).]

Unassigned Epinephrine ~~Delivery Systems~~ ~~Auto-injectors~~

In accordance with Chapter 38, Subchapter E of the Education Code, the board has adopted a policy to allow authorized school personnel who have been adequately trained to administer an unassigned epinephrine ~~delivery system~~~~auto-injector~~ to a person who is reasonably believed to be experiencing a severe allergic reaction (anaphylaxis).

An "unassigned epinephrine ~~delivery system~~~~auto-injector~~" is an epinephrine ~~delivery system~~~~auto-injector~~, including an auto-injector or nasal spray prescribed by an authorized

health-care provider in the name of the school issued with non-patient-specific standing delegation order for the administration of an epinephrine ~~delivery system~~ auto-injector.

Epinephrine ~~delivery system~~ auto-injectors include brand-name devices such as EpiPens and Neffy.

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

The district will ensure that at each campus a sufficient number of school personnel are trained to administer epinephrine so that at least one trained individual is present on campus during regular school hours and whenever school personnel are physically on site for school-sponsored activities.

Authorized and trained individuals may administer an unassigned epinephrine ~~delivery system~~ auto-injector to a person experiencing anaphylaxis at an off-campus school event or while in transit to or from a school event when an unassigned epinephrine ~~delivery system~~ auto-injector is available.

For additional information, see FFAC(LOCAL).

Unassigned Prescription Medication for Respiratory Distress

In accordance with Chapter 38, Subchapter E of the Education code, the board has adopted a policy to allow authorized and trained school personnel and/or volunteers to administer a medication for respiratory distress on a school campus or a school-related activity to a person reasonably believed to be experiencing symptoms of respiratory distress.

The district will provide at each campus school personnel and/or school volunteers who are trained to administer prescription medication for respiratory distress during regular school hours.

“Unassigned medication for respiratory distress” means albuterol, levalbuterol, or another medication designated by the executive commission of the Health and Human Services for treatment of respiratory distress, prescribed by an authorized health-care provider in the name of the district with a non-patient-specific standing delegation order for the administration of a medication for respiratory distress, and issued by an authorized health-care provider.

For additional information, see FFAC(LOCAL).

Unassigned Opioid Antagonists

In accordance with Chapter 38, Subchapter E of the Education Code, the board has adopted a policy to allow authorized and trained school personnel and/or school volunteers at each campus to administer an opioid antagonist, such as Narcan or Naloxone, to an individual who is reasonably believed to be experiencing an opioid-related drug overdose.

One or more authorized and trained individuals will be present on each campus subject to this policy during regular school hours.

Psychotropic Drugs

A psychotropic drug is a substance used in the diagnosis, treatment, or prevention of a disease or as a component of a medication. It is intended to have an altering effect on perception, emotion, or behavior and is commonly described as a mood or behavior altering substance.

Teachers and other district employees may discuss a student's academic progress or behavior with the student's parents or another employee as appropriate; however, they are not permitted to recommend use of psychotropic drugs. A district employee who is a registered nurse, an advanced nurse practitioner, a physician, or a certified or credentialed mental health professional can recommend that a student be evaluated by an appropriate medical practitioner, if appropriate. [For further information, see policy FFAC.]

Steroids

State law prohibits students from possessing, dispensing, delivering, or administering an anabolic steroid. Anabolic steroids are for medical use only, and only a physician can prescribe use.

Bodybuilding Body-building, muscle enhancement, or the increase of muscle bulk or strength through the use of an anabolic steroid or human growth hormone by a healthy student is not a valid medical use and is a criminal offense.

Physical Examinations/Health Screenings

The school nurse conducts spinal, vision, and hearing screenings as required by law. For more information regarding these screenings, contact the school nurse at your child's campus.

The Texas Department of State Health Services requires periodic health screenings of school-aged children for vision, hearing and spinal problems. Screenings are conducted by school nurses and certified staff. If your child fails a screening test, the school nurse will recheck them. Parents are notified by the school nurse when results are not within normal limits after the student has been rescreened. Physical and Mental Health Resources

Spinal Screening Program

School-based spinal screening helps identify adolescents with abnormal spinal curvature and refer them for appropriate follow-up by their physician. Screening can detect scoliosis at an early stage, when the curve is mild and may go unnoticed. Early detection is key to controlling spinal deformities.

All students who meet the Texas Department of State Health Services criteria will be screened for abnormal spinal curvature before the end of the school year. For information on spinal screening by an outside professional or exemption from spinal screening based on religious beliefs, see policy FFAA(LEGAL) or contact the superintendent.

Spinal screening is non-invasive and conducted following the most recent, nationally accepted and peer-reviewed standards for spinal screening.

Athletics' Participation

A student who wishes to participate in, or continue participation in, the district's athletics program governed by the UIL must submit certification from a healthcare provider authorized under UIL rules that the student has been examined and is physically able to participate in the athletic program.

This examination is required in the first year of middle school competition and the first and third years of high school competition. During the alternate years, the student must complete a medical appraisal form, and the results of this appraisal may prompt the district to require a physical examination.

Students should be aware of the rare possibility of sudden cardiac arrest, which in athletes is usually caused by a previously unsuspected heart disease or disorder. A student may request an electrocardiogram (ECG or EKG) to screen for such disorders, in addition to his or her required physical examination.

For more information, see the UIL's explanation of [sudden cardiac arrest](#).

Physical Fitness Requirements

In accordance with policies at EHAB, EHAC, EHGB, [and FFA], the district will ensure that students in middle or junior high school shall engage in 30 minutes of moderate or vigorous physical activity per day for at least four semesters OR at least 225 minutes of moderate or vigorous physical activity within a two week period for at least four semesters.

A student who is unable to participate in physical activity due to a disability or illness may be able to substitute a course in English language arts, mathematics, science, or social studies for the required credit of physical education. This determination will be made by the student's ARD committee, Section 504 committee, or other campus committee, as applicable.

The district offers physical education, tennis, and athletics classes in grades six through eight to students in middle school. Two years of participation in these classes is required. For additional information on the district's requirements and programs regarding elementary, middle, and junior high school student physical activity requirements, please see the principal.

Physical Fitness Assessment

Annually, the district will conduct a physical fitness assessment of students in grades 3–12 who are enrolled in a physical education course or a course for which physical education credit is awarded. At the end of the school year, a parent may submit a written request to obtain the results of his or her child's physical fitness assessment conducted during the school year by contacting the school administrator ~~at 940-592-2144~~.

Policies and Procedures that Promote Student Physical and Mental Health (All Grade Levels)

The district has adopted board policies that promote student physical and mental health. Local policies on the topics below can be found in the district's policy manual, available at the central administration office and online at www.ipcisd.net.

The district is required to provide notice of each health-related service offered at a student's campus. A parent may withhold consent for or decline a health-related service.

- Food and nutrition management: CO, COA, COB
- Wellness and Health Services: FFA
- Physical Examinations: FFAA
- Immunizations: FFAB
- Medical Treatments: FFAC
- Communicable Diseases: FFAD
- School-Based Health Centers: FFAE
- Care Plans: FFAF
- Crisis Intervention: FFB
- Trauma-Informed Care: FFBA
- Student Support Services: FFC
- Student Safety: FFF
- Child Abuse and Neglect: FFG
- Freedom from Discrimination, Harassment, and Retaliation: the FFh swries of policies
- Freedom from Bullying: FFI

In addition, the District Improvement Plan details the district's strategies to improve student performance through evidence based practices that address physical and mental health.

The district has developed administrative procedures as necessary to implement the above policies and plans.

For more information about these procedures and access to the District Improvement Plan, please contact:

Jodi Schlaud
Curriculum Director
328 east Hwy.
Iowa Park, TX 76367
jschlaud@ipcisd.net
940-592-4193

School Health Advisory Council (SHAC)

During the preceding school year, the district's School Health Advisory Council (SHAC) held several meetings. Additional information regarding the district's SHAC is available from the superintendent.

Notification of upcoming SHAC meetings will be posted at each campus administrative office at least 72 hours before the meeting. Notification of upcoming SHAC meetings, meeting minutes, and a recording of each meeting will be posted on the district website at www.ipcisd.net.

[See Consent to Human Sexuality Instruction on page 25 and policies BDF and EHAA for more information.]

The duties of the SHAC include:

- Making recommendations regarding physical and mental health curriculum.
- Developing strategies for integrating curriculum into a coordinated school health program encompassing issues such as school health services, counseling services, a safe and healthy school environment, recess recommendations, improving student fitness, mental health concerns, substance abuse prevention, and employee wellness.
- Making recommendations for increasing parents' awareness of warning signs of suicide and mental health risks and community mental health and suicide prevention services

School Health Advisory Committee (SHAC) Members:

Kevin McCasland, Superintendent

Jamie Shipp, School Nurse

Shawna Coggins, School Nurse

Keri Watts, School Nurse

Jenna Wineinger, School Nurse

Michelle Turner, Kidwell PE teacher

Brenda Hodges, Bradford PE teacher

Parents: Kaydee Bean, Taler Evans, Becky Holster, Whitney King, Lindsey McShan, Rochelle, Nicholson, Renee Raby and LeAnn Scharbrough

~~Jamie Shipp, School Nurse~~

~~Kaydee Bean~~

~~Taler Evans~~

~~Becky Holster~~

~~Whitney King~~

~~Lindsey McShan~~

~~Rochelle Nicholson~~

~~Renee Raby~~

~~LeAnn Scharborough~~

[See policies at BDF and EHAA.]

Seizures

To address the care of a student with a seizure disorder while at school or participating in a school activity, a parent may submit a seizure management and treatment plan to the district before the beginning of the school year or upon enrollment of the student, or as soon as practicable following a diagnosis of a seizure disorder for the student. For more information, contact the school nurse. A parent who submits a plan must use the <https://tea.texas.gov/academics/tea-seizure-management-form.pdf> developed by the Texas Education Agency.

For more information, see “A Student with Physical or Mental Impairments Protected under Section 504”

Student Wellness Policy/Wellness Plan

Iowa Park CISD is committed to encouraging healthy students and therefore has developed a board adopted wellness policy at FFA(LOCAL) and corresponding plans and procedures to implement the policy. For questions about the content or implementation of the district’s wellness policy and plan please contact:

Kevin McCasland
Superintendent
328 East Hwy.
P.O. Box 898, Iowa Park, Texas 76367
940-592-4193
kmccasland@ipcisd.net

Vending Machines

The district has adopted and implemented the state and federal policies and guidelines for food service, including the guidelines to restrict student access to vending machines. For more information regarding these policies and guidelines, see the superintendent. [See policies at CO and FFA.]

Tobacco, E-Cigarettes, and Nicotine Products Prohibited

Students are prohibited from possessing or using any type of tobacco product, electronic cigarettes (e-cigarettes), or any other electronic vaporizing device, while on school property at any time or while attending an off-campus school-related activity. With the limited exceptions for medication, [see Medicine at School (All Grade Levels)] students are also prohibited from possessing or using any type of nicotine product, including nicotine pouched, regardless of whether the product contains tobacco, while on school property or while attending an off-campus school-related activity.

The district and its staff strictly enforce prohibitions against the use of all tobacco products, e-cigarettes, or any other electronic vaporizing device, by students and all others on school property and at school-sponsored and school-related activities. [See the Student Code of Conduct and policies at FNCD and GKA.]

NOTE : Per House Bill 114 and TEC 37, students possessing, using or under the influence of, sells, gives, or delivers marijuana, THC or an e-cigarette (including all vaporizing devices) to another person within 300 feet of school property or at a school-related event will result in a mandatory placement in a Disciplinary Alternative Education Program (DAEP).

NOTE : Students possessing, using or under the influence of, sells, gives, or delivers an e-cigarette (including all vaporizing devices) to another person within 300 feet of school property or at a school-related event may result in a placement in a Disciplinary Alternative Education Program (DAEP).

Asbestos Management Plan

The district works diligently to maintain compliance with federal and state law governing asbestos in school buildings. A copy of the district's Asbestos Management Plan is available in the superintendent's office. If you have any questions or would like to examine the district's plan in more detail, please contact:

Kevin McCasland
Superintendent
328 East Hwy.
P.O. Box 898, Iowa Park, Texas 76367
940-592-4193
kmccasland@ipcisd.net

Pest Management Plan

The district is required to follow integrated pest management (IPM) procedures to control pests on school grounds. Although the district strives to use the safest and most effective methods to manage pests, including a variety of nonchemical control measures, periodic indoor and outdoor pesticide use is sometimes necessary to maintain adequate pest control and ensure a safe, pest free school environment.

All pesticides used are registered for their intended use by the U.S. Environmental Protection Agency and are applied only by certified pesticide applicators. Except in an emergency, signs will be posted 48 hours before indoor application. All outdoor applications will be posted at the time of treatment, and signs will remain until it is safe to enter the area. Parents who have further questions or who want to be notified of the time and types of applications prior to pesticide application inside their child's school assignment area may contact:

Jimmy Medlinger
IPM coordinator
348 E. Highway
Iowa Park, TX 76367
940-592-4193
jmedlinger@ipcisd.net

Section VI: Safety

Student safety on campus, at school-related events, and on district vehicles is a high priority of the district. Although the district has implemented safety procedures, the cooperation of students is essential to ensuring school safety. A student is expected to:

- Avoid conduct that is likely to put the student or others at risk.
- Follow the behavioral standards in this handbook and the Student Code of Conduct, or set by district employees.
- Help secure the campus by keeping all exterior doors closed, latched, and locked unless the door is actively monitored by a district employee.
- Follow instructions from teachers and other district employees regarding classroom doors.
- Remain alert to and promptly report to a teacher or the principal any safety hazards, such as intruders on campus or threats made by any person toward a student or staff member. A student may make anonymous reports about safety concerns by following the QR link outside of counselor's office.

- Know emergency evacuation routes and signals.
- Follow immediately the instructions of teachers, bus drivers, and other district employees who are overseeing the welfare of students.

For the safety of our students, **ALL** visitors **MUST** report to the office and **MUST** receive permission from the principal before going elsewhere in the school. Failure to do so will result in calling our school police officer and could result in Criminal Trespass charges. (TEC 37.107)

The Texas Suspicious Activity Reporting Network or iWatchTexas website (iwatchtx.org), is designed to report suspicious activities or behaviors that may indicate criminal, terroristic, or school safety-related threats.

This site is not designed to report emergencies. In the event of an emergency, call 911. Every report will be reviewed by analysts. Although not required, providing your contact information will allow follow up questions, and if you prefer to report by telephone, please contact [844-643-2251](tel:844-643-2251).

Safe Storage of Firearms

A firearm should be stored unloaded in a safe or locked container, with ammunition stored elsewhere.

It is unlawful to store, transport, or abandon an unsecured firearm in a place where children are likely to be and can obtain access to the firearm. Under the Penal Code, a person commits the offense of making a firearm accessible to a child if the child gains access to a readily dischargeable firearm, and the person with criminal negligence:

- Failed to secure the firearm; or
- Left the firearm in a place to which the person knew or should have known the child would gain access.

The penalty for allowing a child access to a firearm can range from a Class C misdemeanor (punishable by a \$500 fine) to a Class A misdemeanor (punishable by a \$4000 fine, a year in jail, or a combination of the two).

Bullying

The district strives to prevent bullying, in accordance with the district's policies, by promoting a positive school culture: building healthy relationships between students and staff; encouraging reporting of bullying incidents, including anonymous reporting; and investigating and addressing reported bullying incidents.

Bullying is defined in state law as a single significant act or a pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves engaging in written or verbal expression, expression through electronic means, or physical conduct that:

- Has the effect or will have the effect of physically harming a student, damaging a student's property; or
- Placing a student in reasonable fear of harm to the student's person or of damage to the student's property;
- Is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student;
- Materially and substantially disrupts the educational process or the orderly operation of a classroom or school; or
- Infringes on the rights of the victim at school.

Bullying includes cyberbullying. Cyberbullying is defined by state law as bullying that is done using any electronic communication device, including through the use of a cellular or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an Internet website, or any other Internet based communication tool.

The district is required to adopt policies and procedures regarding:

1. Bullying that occurs on or is delivered to school property or to the site of a school-sponsored or school-related activity on or off school property;
2. Bullying that occurs on a publicly or privately owned school bus or vehicle being used for transportation of students to or from school or a school-sponsored or school-related activity; and
3. Cyberbullying that occurs off school property or outside of a school-sponsored or school-related activity if the cyberbullying interferes with a student's educational opportunities or substantially disrupts the orderly operation of a classroom, school, or school-sponsored or school-related activity.

Bullying is prohibited by the district and could include hazing, threats, taunting, teasing, confinement, assault, demands for money, destruction of property, and theft of valued possessions, name calling, rumor spreading, or ostracism.

The district will integrate into instruction research-based content designed to reduce bullying that is appropriate for the student's age groups.

Students in secondary grades will participate in:

- Instruction on the brain's ability to change and grow so the student recognizes bullying behavior can come from a developmental need to acquire more social skills, can change

when the brain matures and learns better ways of coping, and is not an unchangeable trait

- Discussions that portray bullying as undesirable behavior and a means for attaining or maintaining social status at school, and that discourage students from using bullying as a tool for social status
- Instruction designed so that students recognize the role that reporting bullying behaviors plays in promoting a safe school community

The district will use an age-appropriate survey regarding school culture that includes relevant questions on bullying that will identify and address student concerns.

Each campus has a committee that addresses bullying by focusing on prevention efforts and health and wellness initiatives. The committee will include parents and secondary students. For more information on this committee, contact the campus assistant principal.

If a student believes that he or she has experienced bullying or has witnessed bullying of another student, it is important for the student or parent to notify a teacher, school counselor, principal, or another district employee as soon as possible to obtain assistance and intervention. Any district employee aware of a report of a bullying incident will relay the report to an appropriate administrator. The administration will investigate any allegations of bullying or other related misconduct. The district will also provide notice to the parent of the alleged victim and the parent of the student alleged to have engaged in bullying. A student may anonymously report an alleged incident of bullying by reporting to the principal, assistant principal, or counselor or by following the QR link outside the counselor's office.

If the results of an investigation indicate that bullying has occurred, the administration will take appropriate disciplinary action and may notify law enforcement in certain circumstances. Disciplinary or other action may be taken even if the conduct did not rise to the level of bullying.

The district will provide research based-interventions, which may include counseling options, for students who engage in bullying behaviors, students who are targeted by bullying behaviors, and any student who witnessed the bullying behavior.

Any action taken in response to bullying will comply with state and federal law regarding students with disabilities.

Retaliation against a student who makes a report or participates in an investigation of discrimination, harassment, or dating violence is prohibited.

Upon the recommendation of the administration, the board may, in response to an identified case of bullying, decide to transfer a student found to have engaged in bullying to another classroom at the campus. In consultation with the student's parent, the student may also be transferred to another campus in the district. The parent of a student who has been determined

by the district to be a victim of bullying may request that his or her child be transferred to another classroom or campus within the district. [See **Safety Transfers/Assignments**]

A copy of the district's policy is available in the principal's office, superintendent's office, and on the district's website, and is included at the end of this handbook in the form of an appendix. Procedures related to reporting allegations of bullying may also be found on the district's website.

A student or parent who is dissatisfied with the outcome of an investigation may appeal through policy FNG(LOCAL).

[See **Safety Transfers/Assignments, Dating Violence, Discrimination, Harassment, and Retaliation, Hazing**, policy FFI, the district's Student Code of Conduct, and the district improvement plan, a copy of which can be viewed in the campus office.]

Child Sexual Abuse, Neglect, Trafficking, and Other Maltreatment of Children

The district has established a plan for addressing child sexual abuse, neglect, trafficking and other maltreatment of children. The plan is available at www.ipcisd.net. Abuse includes physical abuse, including sexual abuse, and ~~mental psychological~~ and emotional abuse. Trafficking includes both sex and labor trafficking.

As a parent, it is important for you to be aware of warning signs that could indicate a child may have been or is being sexually abused. Sexual abuse in the Texas Family Code is defined as any sexual conduct harmful to a child's mental, emotional, or physical welfare as well as a failure to make a reasonable effort to prevent sexual conduct with a child. A person who compels or encourages a child to engage in sexual conduct commits abuse. It is illegal to make or possess child pornography or to display such material to a child.

Duty to Report

Anyone who suspects that a child has been or may be abused or neglected has a legal responsibility, under state law, to report the suspected abuse or neglect to law enforcement or to Child Protective Services (CPS). See below for information about how to report and respond to allegations of child abuse or neglect.

Possible Warning Signs of Child Abuse, Neglect, Trafficking, and Other Maltreatment of Children

Physical Abuse

Possible warning signs of physical abuse include:

- Frequent injuries such as bruises, cuts, black eyes, or burns without adequate explanations

- Frequent complaints of pain without apparent injury
- Burns or bruises in unusual patterns that may indicate the use of an instrument or human bite; burns on any part of the body
- Lack of reaction to pain
- Extreme fear of going home or seeing parents
- Injuries that appear after a child has not been seen for several days
- Unseasonable clothing that may hide injuries to arms or legs

Sexual Abuse

Possible warning signs of sexual abuse include:

- Physical signs of sexually transmitted diseases
- Evidence of injury to the genital area
- Pregnancy in a young girl
- Difficulty in sitting or walking
- Extreme fear of being alone with adults of a certain sex
- Sexual comments, behaviors, or play beyond what is considered age-appropriate behavior
- Knowledge of sexual relations beyond what is expected for a child's age
- Sexual victimization of other children

Children and adolescents who have experienced dating violence may show similar, behavioral, and emotional warning signs. [See Dating Violence, Discrimination, Harassment, and Retaliation (All Grade Levels) and Consent to Instruction on Prevention of Child Abuse, Family Violence, and Sex Trafficking]

Emotional Abuse

Possible warning signs of emotional abuse include:

- Over-compliance or low self-esteem caused by scapegoating or verbal abuse by caregivers
- Severe depression, anxiety, or aggression
- Lag in physical, emotional, and intellectual development
- Indicators of a caregiver who belittles the child, withholds love, and seems unconcerned about the child's problems

- Significant changes to behavior, such as withdrawal or over-aggression
- Significant changes to weight, such as substantial weight gain or weight loss.

Neglect

Possible warning signs of neglect include:

- Obvious malnourishment
- Consistent lack of personal hygiene that poses a health risk
- Stealing or begging for food
- Child unattended for long periods of time
- Unaddressed need for dental care or other medical attention.

Description and Warning Signs of Trafficking

Sex trafficking of any sort is prohibited by the Penal Code. Sex trafficking involves forcing a person, including a child, into sexual abuse, assault, indecency, prostitution, or pornography. Labor trafficking involves forcing a person, including a child, to engage in forced labor or services. Traffickers are often trusted members of a child's community, such as friends, romantic partners, family members, mentors, and coaches, although traffickers frequently contact with victims online.

Possible warning signs of sexual trafficking in children include:

- Changes in school attendance, habits, friend groups, vocabulary, demeanor, and attitude;
- Sudden appearance of expensive items (for example, manicures, designer clothes, purses, technology);
- Tattoos or branding;
- Refillable gift cards;
- Frequent runaway episodes;
- Multiple phones or social media accounts;
- Provocative pictures posted online or stored on the phone;
- Unexplained injuries;
- Isolation from family, friends, and community; and
- Older romantic partners.

Additional signs of labor trafficking in children include:

- Being unpaid, paid very little, or paid only through tips;
- Being employed but not having a school-authorized work permit;

- Being employed and having a work permit but clearly working outside the hours permitted for students;
- Owning a large debt and being unable to pay it off;
- Not being allowed breaks at work or being subjected to excessively long work hours;
- Being overly concerned with pleasing an employer and/or deferring personal or educational decisions to a boss;
- Not being in control of his or her own money;
- Living with an employer or having an employer listed as the student's caregiver; and
- A desire to quit a job but not being allowed to do so.

[See Consent to Instruction on Prevention of Child Abuse, Family Violence, Dating Violence, and Sex Trafficking.]

Reporting and Responding to Sexual Abuse, Sex Trafficking, and Other Maltreatment of Children

Anyone who suspects that a child has been or may be abused, sex trafficked, or neglected has a legal responsibility, under state law, for reporting the suspected abuse or neglect to law enforcement or to Child Protective Services (CPS).

A child who has experienced sexual abuse, trafficking, or any other type of abuse or neglect should be encouraged to seek out a trusted adult. Be aware as a parent or other trusted adult that disclosures of sexual abuse and sex trafficking may be more indirect than disclosures of physical abuse and neglect, and it is important to be calm and comforting if your child, or another child, confides in you. Reassure the child that he or she did the right thing by telling you.

Parents, if your child is a victim of sexual abuse, sex trafficking, or other maltreatment, the school counselor or principal will provide information regarding counseling options for you and your child available in your area. The Texas Department of Family and Protective Services (DFPS) also manages early intervention counseling programs. [To find out what services may be available in your county, see [Texas Department of Family and Protective Services, Programs Available in Your County](#).]

Reports of abuse, trafficking, or neglect may be made to:

The CPS division of the DFPS (1-800-252-5400) or on the web at [Texas Abuse Hotline Website](#)).

The following websites include resources to help increase awareness of child abuse and neglect, sexual abuse, trafficking, and other maltreatment of children:

- [Child Sexual Abuse: A Parental Guide from the Texas Association Against Sexual Assault \(https://taasa.org/product/child-sexual-abuse-parental-guide/\)](https://taasa.org/product/child-sexual-abuse-parental-guide/)

- [National Center of Safe Supportive Learning Environments: Human Trafficking in America's Schools](https://safesupportivelearning.ed.gov/human-trafficking-americas-schools)
(<https://safesupportivelearning.ed.gov/human-trafficking-americas-schools>)
- [Child Welfare Information Gateway Factsheet](#)
- [KidsHealth, For Parents, Child Abuse](https://kidshealth.org/en/parents/child-abuse.html)
(<https://kidshealth.org/en/parents/child-abuse.html>)
- [Texas Association Against Sexual Assault, Resources](#)
- [Office of the Texas Governor's Child Sex Trafficking Team](#)
- [Human Trafficking of School-aged Children](#)

Dating Violence, Discrimination, Harassment, and Retaliation

The district believes that all students learn best in an environment free from dating violence, discrimination, harassment, and retaliation and that their welfare is best served when they are free from this prohibited conduct while attending school. Students are expected to treat other students and district employees with courtesy and respect, to avoid behaviors known to be offensive, and to stop those behaviors when asked or told to stop. District employees are expected to treat students with courtesy and respect.

The board has established policies and procedures to prohibit and promptly respond to inappropriate and offensive behaviors that are based on a person's race, color, religion, gender, national origin, disability, or any other basis prohibited by law. A copy of the district's policy is available in the principal's office and in the superintendent's office or on the district's website www.ipcisd.net. [See policy FFH.]

Dating Violence

Dating violence will not be tolerated at school. To report dating violence, see Reporting Procedures.

Dating violence occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control the other person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense. This type of conduct is considered harassment if the conduct is so severe, persistent, or pervasive that it affects the student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; or substantially interferes with the student's academic performance.

Examples of dating violence against a student may include, but are not limited to, physical or sexual assaults; name calling; putdowns; threats to hurt the student, the student's family members, or members of the student's household; destroying property belonging to the student; threats to **die by** commit suicide or homicide if the student ends the relationship; threats to harm a student's current dating partner; attempts to isolate the student from friends and family; stalking; or encouraging others to engage in these behaviors.

In accordance with the law, when the district receives a report of dating violence, a district official will immediately notify the parent of the alleged victim and alleged perpetrator.

The counselor's office has more information about the dangers of dating violence and resources for seeking help.

For more information on dating violence, see:

- Texas Attorney General's office recognizing and responding to dating violence flier (<https://www.texasattorneygeneral.gov/sites/default/files/child-support/papa/session%2010/recognizing-relationship-violence-en.pdf>)
- The CDC's Preventing Teen Dating Violence. (<https://www.cdc.gov/violenceprevention/intimatepartnerviolence/teendatingviolence/fastfact.html>).

[See Consent to Instruction on Prevention of Child Abuse, Family Violence, Dating Violence, and Sex Trafficking.]

Discrimination

Discrimination is defined as any conduct directed at a student on the basis of race, color, religion, sex, gender, national origin, disability, age, or any other basis prohibited by law that negatively affects the student.

Harassment

Harassment, in general terms, is conduct so severe, persistent, or pervasive that it affects the student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; or substantially interferes with the student's academic performance.

Examples of harassment may include, but are not limited to, offensive or derogatory language directed at a person's religious beliefs or practices, accent, skin color, or need for accommodation; threatening, intimidating, or humiliating conduct; offensive jokes, name calling, slurs, or rumors; physical aggression or assault; graffiti or printed material promoting racial, ethnic, or other negative stereotypes; or other kinds of aggressive conduct such as theft or damage to property. (See also Student Code of Conduct)

In addition to dating violence as described above, two other types of prohibited harassment are described below.

Retaliation

Retaliation against a person who makes a good faith report of discrimination or harassment, including dating violence, is prohibited. Retaliation against a person who is participating in an investigation of alleged discrimination or harassment is also prohibited. A person who makes a false claim or offers false statements or refuses to cooperate with a district investigation, however, may be subject to appropriate discipline.

Examples of retaliation may include threats, rumor spreading, ostracism, and assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.

Freedom from Discrimination

In its efforts to promote nondiscrimination and as required by law, Iowa Park CISD, does not discriminate on the basis of race, religion, color, national origin, gender, sex, disability, age or any other basis prohibited by law, in providing education services, activities, and programs, include CTE programs, and provides equal access to the Boy Scouts or other designated youth groups.

The following district staff members have been designated to coordinate compliance with these requirements:

- Title IX Coordinator, for concerns regarding discrimination on the basis of sex: Superintendent, Kevin McCasland, 328 E. Highway, Iowa Park, TX 76367
- Section 504 Coordinator, for concerns regarding discrimination on the basis of disability: Superintendent, Kevin McCasland, 328 E. Highway, Iowa Park, TX 76367. All other concerns: See the superintendent.
- Services for the Homeless and for Title I Participants • Other designated staff you may need to contact include:
- Liaison for Homeless Children and Youths, who coordinates services for homeless students: school counselor
- Parent Involvement Coordinator, who works with parents of students participating in Title I programs: school counselor

[See also **Dating Violence, Discrimination, Harassment, and Retaliation.**]

Gang-Free Zones

Certain criminal offenses, including those involving organized criminal activity such as gang related crimes, will be enhanced to the next highest category of offense if they are committed in a gang free zone. For purposes of the district, a gang free zone includes a school bus and a

location in, on, or within 1,000 feet of any district owned or leased property or campus playground.

Gender-Based Harassment

[See **Dating Violence, Discrimination, Harassment, and Retaliation.**]

Hazing

Hazing is defined by Section 37.151 of the Education Code as an intentional, knowing, or reckless act, on or off campus, by one person alone or acting with others, directed against a student for the purpose of pledging, initiation into, affiliation with, holding office in, or maintaining membership in a student organization if the act meets the elements in Education Code 37.151, including:

- Any type of physical brutality;
- An activity that subjects the student to an unreasonable risk of harm or that adversely affects the student's mental or physical health, such as sleep deprivation, exposure to the elements, confinement to small spaces, calisthenics, or consumption of food, liquids, drugs, or other substances;
- An activity that induces, causes, or requires the student to perform a duty or task that violates the Penal Code; and
- Coercing a student to consume a drug or alcoholic beverage in an amount that would lead a reasonable person to believe the student is intoxicated.

Hazing will not be tolerated by the district. If an incident of hazing occurs, disciplinary consequences will be handled in accordance with the Student Code of Conduct. It is a criminal offense if a person engages in hazing; solicits, encourages, directs, aids, or attempts to aid another in hazing; or has firsthand knowledge of an incident of hazing being planned or having occurred and fails to report this to the principal, superintendent, or law enforcement official.

[See **Bullying** and policies FFI and FNCC.]

Reporting Procedures

Any student who believes that he or she has experienced dating violence, discrimination, harassment, or retaliation should immediately report the problem to a teacher, school counselor, principal, or other district employee. The report may be made by the student's parent. [See the FFH(LOCAL) series of policies and FFH(EXHIBIT) for other appropriate district officials to whom to make a report.]

Upon receiving a report of prohibited conduct as defined by the FFH series of policies, the district will determine whether the allegations, if proven, would constitute prohibited conduct as defined by that policy. If not, the district will refer to policy FFI to determine if the allegations, if proven, would constitute bullying, as defined by law and that policy. If the alleged prohibited conduct, if proven, would constitute prohibited conduct and would also be considered bullying as defined by law and policy FFI, an investigation of bullying will also be conducted.

The district will promptly notify the parents of any student alleged to have experienced prohibited conduct involving an adult associated with the district. In the event alleged prohibited conduct involves another student, the district will notify the parents of the student alleged to have experienced the prohibited conduct when the allegations, if proven, would constitute a violation as defined by FFH series of policies.

Investigation of Report

To the extent possible, the district will respect the privacy of the student; however, limited disclosures may be necessary to conduct a thorough investigation and to comply with law. Allegations of prohibited conduct, which includes dating violence, discrimination, harassment, and retaliation, will be promptly investigated.

If a law enforcement or other regulatory agency notifies the district that it is investigating the matter and requests that the district delay its investigation, the district will resume the investigation at the conclusion of the agency's investigation.

During an investigation and when appropriate, the district will take interim action to address the alleged prohibited conduct.

If the district's investigation indicates that prohibited conduct occurred, appropriate disciplinary action, and, in some cases, corrective action, will be taken to address the conduct. The district may take disciplinary and corrective action even if the conduct that is the subject of the complaint was not unlawful.

All involved parties will be notified of the outcome of the district investigation within the parameters and limits allowed under the Family Educational Rights and Privacy Act (FERPA).

A student or parent who is dissatisfied with the outcome of the investigation may appeal in accordance with policy FNG(LOCAL).

Sexual Harassment and ~~Sex Gender~~-Based Harassment

Sexual harassment and ~~sex gender~~-based harassment of a student by an employee, volunteer, or another student are prohibited.

Examples of sexual harassment may include, but not be limited to, touching private body parts or coercing physical contact that is sexual in nature; sexual advances; jokes or conversations of a sexual nature; and other sexually motivated conduct, communications, or contact.

Sexual harassment of a student by an employee or volunteer does not include necessary or permissible physical contact not reasonably construed as sexual in nature, such as comforting a child with a hug or taking the child's hand. However, romantic and other inappropriate social relationships, as well as all sexual relationships, between students and district employees are prohibited, even if consensual.

~~Gender-based harassment includes harassment based on a student's gender, expression by the student of stereotypical characteristics associated with the student's gender, or the student's failure to conform to stereotypical behavior related to gender.~~

~~Examples of gender-based harassment directed against a student, regardless of the student's or the harasser's actual or perceived sexual orientation or gender identity, may include, but not be limited to, offensive jokes, name calling, slurs, or rumors; physical aggression or assault; threatening or intimidating conduct; or other kinds of aggressive conduct such as theft or damage to property. (See also Student Code of Conduct)~~

Pregnancy or Related Conditions

The district does not discriminate on the basis of pregnancy or a related condition

Please contact the principal for pregnancy-related accommodations.

Emergency School Closing Information

Each year, parents are asked to complete an emergency release form to provide contact information if the district needs to notify parents of early dismissal, delayed opening, or restricted campus because of severe weather, a security threat, or another emergency cause.

The district will rely on contact information on file with the district to communicate with parents in an emergency situation, which may include real-time or automated messages. It is crucial to notify your child's school when a phone number previously provided to the district has changed. State law requires parents to update contact information within two weeks after the date the information changes.

If the campus must close, delay opening, or restrict access to the building because of an emergency, the district will also alert the community in the following ways: Refer to local television, radio stations, and school web site for updates on school closings. Parents may also sign up for Skylert automated messaging to receive texts and email alerts and/or phone calls by contacting the school office.

Preparedness Drills: Evacuation, Severe Weather, and Other Emergencies

From time to time, students, teachers, and other district employees will participate in preparedness drills of emergency procedures. When the command is given or alarm is sounded, students need to follow the direction of teachers or others in charge quickly, quietly, and in an orderly manner.

Disaster drills are conducted for two purposes:

1. To train occupants to leave the building orderly and quickly in case of an emergency alarm, and
2. To teach self-control in times of emergencies in later life. These aims can be accomplished only when military discipline is required of all occupants.

Drills are scheduled and practiced following the Texas School Safety Center guidelines. SRP or The Standard Response Protocol for K-12 Schools focuses on: Plan, Prepare and Practice. Students and staff will practice responses to weather events, fires, accidents, intruders and other threats to student safety.

Students will follow the planned and practiced safety procedures. Students should not use cell phones during any drills or emergency situations until allowed to do so by an adult.

For other resources or more information regarding school safety and the SRP model, please visit The Texas School Safety Center page at txssc.txstate.edu. For non-emergency concerns regarding school safety, please contact the campus administrator.

~~Executives, teachers, and janitors, as well as students must be subject to orders and take part in the drills.~~

~~DRILL SIGNALS PROCEDURES~~

~~Tornado Continuous siren sound All Students will go to the basement~~

~~Fire Continuous chime sound March out of the building in an orderly manner~~

~~Lockdown/lockout Announcement of procedure Secure building and individual classrooms~~

~~Return All clear will be sounded All students return back into the building~~

Preparedness Training: CPR and Stop the Bleed

The district will offer instruction in CPR and the use of an automated external defibrillator (AED) at least once to students enrolled in grades 7-12. The instruction can be provided as part of any course and is not required to result in CPR or AED certification.

The district will annually offer students in grades 7-12 instruction on the use of bleeding control stations to respond to traumatic injury. For more information, see:

- [Homeland Security's Stop the Bleed \(https://www.dhs.gov/stopthebleed\)](https://www.dhs.gov/stopthebleed)
- [Stop the Bleed Texas \(https://stopthebleedtexas.org/\)](https://stopthebleedtexas.org/)

Section VII: Student Conduct and Discipline

Campus Behavior Coordinator

By law, each campus has a campus behavior coordinator to apply discipline management techniques and administer consequences for certain student misconduct, as well as provide a point of contact for student misconduct. The contact information for this campus behavior coordinator available is listed below:

High School

Abby Frost
Assistant Principal
#1 Bob Dawson Dr.
Iowa Park, Texas 76367
940-592-2144
afrost@ipcisd.net

Middle School

Francie Stanford
Assistant Principal
412 E. Cash
Iowa Park, Texas 76367
940-592-2196
fstanford@ipcisd.net

Cell Phone Guidelines

~~The district allows students to possess cell phones for safety purposes; however, these devices must remain turned off during the instructional day, including during all testing, unless they are being used for instructional purposes. Cell phones are not allowed to be out while in school or during school hours. They are not allowed to be used during passing periods in the halls or in the cafeteria during breakfast and lunch times. Headphones are not allowed to be used with a personal device (non-school issued). The use of cell phones or any device to capture images or videos is strictly prohibited.~~

Personal communication devices are prohibited by law during the school day according to HB 1481 and TEC. Sec. 37.082. According to TEC Sec. 37.082, "personal communication device" means a telephone, cell phone such as a smartphone or flip phone, tablet, smartwatch, radio device, paging device, or any other electronic device capable of telecommunication or digital communication. The term does not include an electronic device provided to a student by a school district or open-enrollment charter school.

Personal communication devices, such as phones, smartwatches, and wireless headphones (earbuds) will be prohibited. Cell phones, smartwatches, or wireless headphones (earbuds) that are seen or heard will be taken up and disciplinary measures will be applied including, but not limited to detention, ISS, and placement in DAEP.¶

Offenses	Number of Demerits	Minimum Consequences for offenses¶

1 st offense	100	Student pays \$10.00 and phone is returned at the end of the day.
		Student receives a warning, and parent notified by phone call or email and documented in Skyward.
2 nd Offense	155	1 day placement in ISS and parents must pick up the phone. Parent/student must pay \$10 and parent must pick up the device and documented in Skyward.
3 rd Offense	2010	3 days placement in ISS and parents must pick up the phone. Student receives, disciplinary consequences, and parent must pick up the device and documented in Skyward.
4th Offense		DAEP placement and parents must pick up the phone.

Conduct

Applicability of School Rules

As required by law, the board has adopted a Student Code of Conduct that prohibits certain behaviors and defines standards of acceptable behavior—both on and off campus, during remote and in-person instruction, and on district vehicles—and consequences for violation of these standards. The district has disciplinary authority over a student in accordance with the Student Code of Conduct. Students and parents should be familiar with the standards set out in the Student Code of Conduct, as well as campus and classroom rules. During any periods of instruction during the summer months, the Student Handbook and Student Code of Conduct in place for the year immediately preceding the summer period shall apply, unless the district amends either or both documents for the purposes of summer instruction.

Students are expected to:

- Behave in a responsible manner, demonstrating courtesy and respect for the rights of other students and District staff. Student cooperation and respect for the property of others, including District property and facilities is essential to the maintenance of facilities, safety, order, and discipline.
- Attend all classes regularly and on time, being prepared for each class, and taking appropriate materials and assignments to class is expected of all students.
- To be well groomed and dressed appropriately each day.

As required by law, the District has developed a **Student Code of Conduct** that establishes behavior standards both on and off campus and consequences for failure to abide by those standards. Students need to be familiar with the standards set out in the **Student Code of**

Conduct, as well as campus and classroom rules, in order to avoid violations and the subsequent consequences. A copy of the District's **Students Code of Conduct** is included as an attachment to this handbook.

Cheating/Plagiarism/Academic Dishonestly

Plagiarism consists of using another person's original ideas or writing as one's own without giving credit to the true author. Plagiarism will be considered cheating and the student will be subject to disciplinary action that may include loss of credit for the work in question. Teachers who have reason to believe a student has engaged in cheating or other academic dishonesty will determine the academic penalty to be assessed. A student found to have engaged in academic dishonesty will be subject to disciplinary penalties as well as academic penalties.

Disruptions of School Operations

Disruptions of school operations are not tolerated and may constitute a misdemeanor offense. As identified by law, disruptions include the following:

- Interference with the movement of people at an exit, entrance, or hallway of a district building without authorization from an administrator.
- Interference with an authorized activity by seizing control of all or part of a building.
- Use of force, violence, or threats in an attempt to prevent participation in an authorized assembly.
- Use of force, violence, or threats to cause disruption during an assembly.
- Interference with the movement of people at an exit or an entrance to district property.
- Use of force, violence, or threats in an attempt to prevent people from entering or leaving district property without authorization from an administrator.
- Disruption of classes or other school activities while on district property or on public property that is within 500 feet of district property. Class disruption includes making loud noises; trying to entice a student away from, or to prevent a student from attending, a required class or activity; and entering a classroom without authorization and disrupting the activity with loud or profane language or any misconduct.
- Interference with the transportation of students in vehicles owned or operated by the district.

Social Events

School rules apply to all school social events. Guests attending these events are expected to observe the same rules as students, and a student inviting a guest will share responsibility for the conduct of his or her guest.

A student attending a social event will be asked to sign out when leaving before the end of the event; anyone leaving before the official end of the event will not be readmitted.

Please contact the campus principal if you are interested in serving as a chaperone for any school social events.

Disciplinary Procedures

The listed levels of offenses will result in disciplinary measures that will include, but not limited to a conference, detention, ISS placement, or a placement in DAEP.

The District's Student Code of Conduct lists several offenses and specifies possible consequences by level of offense. With this in mind we will use the following procedure to determine disciplinary consequences for students who disobey school rules. A numerical value (demerits) will be placed on each level of offense. BOTH the numerical value of a particular offense and the combined total of demerits that a student has accumulated throughout the school year will determine a student's disciplinary consequence.

Level of Offense	Number of Demerits	Minimum Consequence for Level
I	1	Conference with student, lunch detention, or corporal punishment
II	2	Detention or corporal punishment
III	5	ISS – 1 day
IV	10	ISS – 3 days
V	20	DAEP placement

NOTE: For descriptions of the various levels of offenses see Offense Levels and Student Code of Conduct.

Accumulated Demerits

As mentioned above, a student's cumulative demerit total will be considered when making disciplinary assignments. See the following chart for an example:

Total Number of Accumulated Demerits	Minimum Consequence
15	ISS – 3 days
30	ISS – 3 days
40	DAEP – 6 weeks (30 days)
60	DAEP – 12 weeks (60 days)

A student removed to a Disciplinary Alternative Education Program (DAEP) during the school year will have an opportunity to complete a course needed to fulfill the student's high school graduation requirements before the beginning of the next school year. The District may provide the opportunity to complete the coursework through any method available, including a

~~correspondence course, distance learning, or summer school. The District will not charge the student for any method of completion provided by the District.~~ ¶

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~~A student removed from the regular classroom to in-school suspension or another setting, other than a DAEP, will have an opportunity to complete before the beginning of the next school year each course the student was enrolled in at the time of the removal from the regular classroom. The District may provide the opportunity by any method available, including a correspondence course, distance learning, or summer school. Students and their parents are encouraged to discuss the options with the teacher or counselor to ensure the student completes all courses.~~

Offense Levels

Level I Offenses

Level I acts of misconduct include repeated infractions of classroom management procedures or rules, or other misconduct that disrupts the educational process to the extent that the classroom teacher needs administrative support to correct the problem. Examples include but are not limited to the following:

1. Refusing to follow classroom rules.
2. Refusing to participate in classroom activities or fulfill assignments.
3. Failure to bring appropriate materials to class.
4. Possessing and/or using nuisance items.
5. Eating, drinking when prohibited in hall or classroom.
6. Disruption of the orderly classroom process.
7. Running, making excessive noise, or other disruptions in the halls, buildings, classrooms, or other supervised settings.
8. Cheating or copying the work of another.
9. Failure to attend tutorials, D-hall, or lunch detention when assigned.

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Level II Offenses

~~When a student's~~ When student's behavior does not change as a result of action taken on Level I, and the student is being seen for a second time in the principal's office for repeated Level I infractions, the student is moved to Level II for discipline purposes. Examples of misconduct include but are not limited to the following:

1. Possessing or using a laser pointer for other than an approved use
2. Violating dress and grooming standards as communicated in the student handbook.

3. Disobeying rules of conduct on school buses.
4. Excessive absences or tardies.
5. Not attending class or not being at assigned location without teacher/staff approval.
6. Throwing objects that can cause bodily injury or property damage.
7. Possessing or using matches or a lighter.
8. Gambling.

Level III Offenses

Level III acts of misconduct include those student infractions that are somewhat more serious than those in level I and II in their effect on the orderly process of the school program. Examples of misconduct include but are not limited to the following:

1. Using profanity or vulgar language or making obscene gestures.
2. Possessing a cellular telephone or other telecommunications device at school during the school day.
3. Falsifying records, passes, or other school-related documents.
4. Vandalism to or defacing school property including textbooks, lockers, furniture, and other equipment.
5. Refusing to accept discipline management techniques assigned or comply with directives given by a teacher or principal.
6. Damaging or vandalizing property including textbooks, lockers, furniture, and other equipment with graffiti or by other means.
7. Defacing or damaging school property including textbooks, lockers, furniture, and other equipment with graffiti or by other means.
8. Violating computer use policies, rules, or agreements signed by the student, and/or agreements signed by the student's parent.



Level IV Offenses

Level IV offenses include those acts of misconduct that seriously disrupt the educational process, endanger or seriously affect other students, and perhaps violate the law. Examples include but are not limited to the following:

1. Any repeated offense of Level III, or a new violation while being disciplined for a Level III offense.

2. Repeated acts of disobedience or disorderly behavior that may prove to be detrimental to the school, harmful to health and safety, or inhibiting to the rights of others.
3. Leaving school grounds or school-sponsored events without permission.
4. Threats, oral or written, to do bodily harm to another, or to the property of another.
5. Forcing an individual to act through the use of force or threat of force.
6. Threatening another student or district employee on or off school property.
7. Engaging in bullying, harassment, and making hit lists. (See glossary for all three terms).
8. Engaging in conduct that constitutes sexual harassment or sexual abuse, whether by word, gesture, or any other conduct, including requests for sexual favors directed toward another student or a district employee.
9. Engaging in inappropriate or indecent exposure or private body parts.
10. Hazing.
11. Causing an individual to act through the use of or threat of force (coercion).
12. Committing extortion or blackmail (obtaining money or an object of value from an unwilling person).
13. Engaging in inappropriate verbal, physical, or sexual conduct directed toward another student or a district employee.
14. Stealing from students, staff, or the school.
15. Committing or assisting in a robbery or theft even if it does not constitute a felony according to the Texas Penal Code. (For felony robbery and theft see DAEP Placement and Expulsion.)
16. Possessing or using:
 - Fireworks of any kind “smoke or stink bombs”, or any other pyrotechnic device;
 - A razor, box cutter, chain, or any other object used in a way that threatens or inflicts bodily injury to another person;
 - A “lookalike” weapon;
 - An air gun or BB gun;
 - Ammunition;
 - A stun gun;
 - A pocket knife;
 - Mace or pepper spray;
 - Pornographic material;
 - Tobacco products
 - Electronic cigarettes or any other smoking devices (~~mandatory~~ **DAEP placement**);
 - Any articles not generally considered to be weapons, including school supplies, when the principal or designee determines that a danger exists. (For weapons and firearms see DAEP Placement and Expulsion.)
17. Possessing or selling seeds or pieces of marijuana, any other illegal drug, or any designer drug in less than a usable amount. (For illegal drugs, alcohol, and inhalants see DAEP Placement and Expulsion).
18. Possessing, using, giving, or selling paraphernalia related to any prohibited substance. (See glossary for “paraphernalia”).

19. Possessing or selling ~~look alike~~~~lookalike~~ drugs or items attempted to be passed off as drugs or contraband.
20. Abusing the student's own prescription drug, giving a prescription drug to another student, possessing or being under the influence of another person's prescription drug on school property or at a school event.
21. Having or taking prescription drugs or over-the-counter drugs at school other than as provided by district policy.
22. Using the Internet or other electronic communications to threaten students or employees or cause disruption to the educational process.
23. Sending, or posting electronic messages that are abusive, obscene, and sexually-oriented, threatening, harassing, damaging to another's reputation, or illegal.
24. Using email or Web sites to encourage illegal behavior or threaten school safety.
25. Possessing published or electronic material that is designed to promote or encourage illegal behavior or that could threaten school safety.
26. Engaging in verbal (oral or written) exchanges that threaten the safety of another student, a school employee, or school property.
27. Making false accusations or perpetrating hoaxes regarding school safety.
28. Engaging in any conduct that school officials might reasonably believe will substantially disrupt the school program or incite violence.
29. Discharging a fire extinguisher without valid cause.
30. Engaging in actions or demonstrations that substantially disrupt or materially interfere with school activities.
31. Repeatedly violating other communicated campus or classroom standards or conduct.
32. Truancy.
33. General Misconduct.

A student removed to a Disciplinary Alternative Education Program (DAEP) during the school year will have an opportunity to complete a course needed to fulfill the student's high school graduation requirements before the beginning of the next school year. The District may provide the opportunity to complete the coursework through any method available, including a correspondence course, distance learning, or summer school. The District will not charge the student for any method of completion provided by the District.

A student removed from the regular classroom to in-school suspension or another setting, other than a DAEP, will have an opportunity to complete before the beginning of the next school year each course the student was enrolled in at the time of the removal from the regular classroom. The District may provide the opportunity by any method available, including a correspondence course, distance learning, or summer school. Students and their parents are encouraged to discuss the options with the teacher or counselor to ensure the student completes all courses.

Dress and Grooming

The district's dress code is established to teach grooming and hygiene, prevent disruption, and minimize safety hazards. Students and parents may determine a student's personal dress and grooming standards, provided that they comply with the following:

General Appearance/ Personal Grooming:

1. Hair shall be clean and well groomed. Hair shall not cover the eyes. Any hair coloring or style that is deemed distracting will not be allowed. No unnatural hair coloring will be allowed. Any questions about hair or grooming will be directed to the school administrators and left to their judgment.
2. Mustache shall be well groomed and shall not extend beyond the corner of the mouth or touch the red part of the lip. Sideburns shall be kept above the jawline and trimmed so as not to form a beard. Other facial hair is not allowed.
3. Sunglasses are not to be worn inside the building.
4. No nose rings, eyebrow rings, lip rings, tongue rings or gages will be allowed. Earrings should be modest and non-distracting for educational and safety needs. For safety reasons, some extracurricular events may prohibit jewelry of any kind. Earrings are not allowed for boys. No spacers of any kind are allowed.
5. Footwear is required at all times. No house slippers or house shoes, skate type shoes (Ex: Heelys) —are permitted.
6. No belt chains or wallet chains will be allowed.
7. Hats, caps, bandannas, sweatbands, or any distracting or unusual ornaments will not be allowed (in the building) except on approved occasions.
8. Pants and/or shorts with holes and tears (that do not reveal any undergarments) will be permitted with exceptions. Shreds, distressed marks, holes or patched areas above the mid-thigh are NOT acceptable. Shreds, distressed marks, small holes and properly patched areas (patches sewn into the clothing) below the mid-thigh will be allowed. Shreds, distressed marks, holes, or patched areas may not be excessively mutilated.

Clothing:

1. Clothing and/or body art (tattoos, hairstyles) featuring violence, obscenity, or tobacco or alcohol products will not be permitted. Tattoos must be covered at all times.
2. Shirts, blouses, and dresses should (be a minimum of 4" wide at the shoulders) cover the top of the shoulders, and no undergarments should be visible. Armholes on shirts should be appropriately sized to the individual, showing no undergarments or skin. Midriffs and cleavage should not be visible at any time. The neck opening of any type of shirt may not exceed the equivalent of the first button below the collar button of a dress shirt.
3. Pants must be no larger than two waist sizes above the normal size for the student and shall not "sag" below the waistline of the student. Decisions on sagging will be left to the discretion of the campus administration. The length of any pants shall not drag the floor

in a way that might endanger the student or others. Pants and shorts must not have tears, frays, or holes that reveal undergarments (at any time) or skin (above midthigh length). Excessive tears, frays, or holes will not be allowed. Tears, frays, and holes will be left to the discretion of campus administration.

4. Length of shorts, skirts, or dresses shall be no shorter than midthigh length. Any questions about length should be directed to school administrators and left to their discretion. Leggings and spandex pants are permitted ONLY if the top (shirt, blouse, or dress) meet the midthigh length requirement. Any questions about length of top should be directed to school administrators and left to their discretion.

SPECIAL NOTE:

Since dress and grooming styles change throughout the year and this dress code may not reflect those changes, the principal shall determine if any student's dress or grooming is appropriate.

Extracurricular Dress and Grooming

Members of teams, or groups, representing the school in extracurricular activities may be required to meet more stringent standards as recommended by the sponsor with approval of the Principal. Any student attending an extracurricular event will follow the school dress code. Students who violate those standards may be removed or excluded from the activity for a period determined by the Principal or sponsor/coach of that activity. The Principal may remove the student from an activity if:

- The dress or grooming creates a hazard to the student's safety or the safety of others.
- The student's dress or grooming will prevent, interfere with, or adversely affect the purpose, direction, or effort required for the activity to achieve its goals.

Dress and Grooming Violation Guidelines

If the principal determines that a student's grooming or clothing violates the school's dress code, the student will be given an opportunity to correct the problem at school and return to the classroom. If the problem cannot be corrected at school, the principal will work with the student and parent to obtain an acceptable change of clothing for the student in a way that minimizes the loss of instructional time. If still not corrected, the student may be assigned to in-school suspension for the remainder of the day, until the problem is corrected, or until a parent or designee brings an acceptable change of clothing to the school. Repeated or severe offenses may result in more serious disciplinary action in accordance with the Student Code of Conduct

Law Enforcement Agencies

Questioning of Students

When law enforcement officers or other lawful authorities wish to question or interview a student at school, the principal will cooperate fully regarding the conditions of the interview, if the questioning or interview is part of a child abuse investigation. In other circumstances:

- The principal will verify and record the identity of the officer or other authority and ask for an explanation of the need to question or interview the student at school.
- The principal ordinarily will make reasonable efforts to notify the parents unless the interviewer raises what the principal considers to be a valid objection.
- The principal ordinarily will be present unless the interviewer raises what the principal considers to be a valid objection.

Students Taken Into Custody

State law requires the district to permit a student to be taken into legal custody:

- To comply with an order of the juvenile court.
- To comply with the laws of arrest.
- By a law enforcement officer if there is probable cause to believe the student has engaged in delinquent conduct or conduct in need of supervision.
- By a probation officer if there is probable cause to believe the student has violated a condition of probation imposed by the juvenile court.
- By an authorized representative of Child Protective Services, Texas Department of Family and Protective Services, a law enforcement officer, or a juvenile probation officer, without a court order, under the conditions set out in the Family Code relating to the student's physical health or safety.
- To comply with a properly issued directive to take a student into custody.

Before a student is released to a law enforcement officer or other legally authorized person, the principal will verify the officer's identity and, to the best of his or her ability, will verify the official's authority to take custody of the student.

The principal will immediately notify the superintendent and will ordinarily attempt to notify the parent unless the officer or other authorized person raises what the principal considers to be a valid objection to notifying the parents. Because the principal does not have the authority to prevent or delay a student's release to a law enforcement officer, any notification will most likely be after the fact.

Notification of Law Violations

The district is required by state law to notify:

- All instructional and support personnel who have responsibility for supervising a student who has been taken into custody, arrested, or referred to the juvenile court for any felony offense or for certain misdemeanors that occur in school, on school property, or at a school-sponsored event or school-related activity on or off school property. These personnel will be notified if the principal has reasonable grounds to believe the student has engaged in certain conduct.
- All instructional and support personnel who have regular contact with a student who has been convicted, received deferred prosecution, received deferred adjudication, or was adjudicated for delinquent conduct for any felony offense or certain misdemeanors.
- All appropriate district personnel in regards to a student who is required to register as a sex offender.

[For further information, see policy FL(LEGAL).]

Leaving Campus

Student attendance is crucial to learning. We ask that appointments be scheduled outside of school hours as much as reasonably possible. Also note that picking up a child early on a regular basis results in missed opportunities for learning. Unless the principal has granted approval because of extenuating circumstances, a student will not regularly be released before the end of the school day.

Parental consent is required before any student is allowed to leave campus for any part of the school day. The district has put the following procedures in place in order to document parental consent:

- For students in elementary and middle school, a parent or otherwise authorized adult must come to the office and sign the student out. Please be prepared to show identification. Once an identity is verified, a campus representative will then call for the student or collect the student and bring him or her to the office. For safety purposes and stability of the learning environment, we cannot allow you to go to the classroom or other area unescorted to pick up the student. If the student returns to campus the same day, the parent or authorized adult must sign the student back in through the main office upon the student's return. Documentation regarding the reason for the absence will also be required.
- For students in high school, the same process will be followed or if a parent picks the student up from campus. If the student's parent will authorize the student to leave campus unaccompanied, the parent must submit a note to the main office at least two

hours before the student needs to leave campus. A phone call received from the parent may be accepted, but the school may ultimately require a note to be submitted for documentation purposes. Once the office has received information that the student's parent consents to the student leaving campus, a pass will be issued to the student to hand to his or her teacher with the necessary information. The student must sign out through the main office and sign in upon his or her return, if the student returns the same day. If a student is 18 years of age or is an emancipated minor, the student may produce a note on his or her own behalf. Documentation regarding the reason for the absence will be required.

- If a student becomes ill during the school day and the school nurse or other district personnel determines that the student should go home, the nurse will contact the student's parent and document the parent's wishes regarding release from school. Unless directed by the parent to release the student unaccompanied, the parent or other authorized adult must follow the sign out procedures as listed above. If a student is allowed to leave campus by himself or herself, as permitted by the student's parent, or if the student is age 18 or is an emancipated minor, the nurse will document the time of day the student was released. Under no circumstances will a child in elementary or middle school be released unaccompanied by a parent or adult authorized by the parent.

A student shall not be released from school at times other than regular dismissal hours except with an administrator's permission. No student is allowed to leave the school campus without prior contact by the parent to school officials. Any student leaving the campus must have a parent call the school **BEFORE** signing out at the office or be considered truant.

Students will NOT be allowed to go home to get homework, textbooks, schoolwork, etc...

Even in the event of an emergency, students must alert the office that they are leaving the campus. In the case of doctor's/dentist's appointments, or anything where prior knowledge exists by the parent or student, that he/she will be leaving the campus, a signed note by the parent or doctor/dentist is required. Any student choosing to leave the campus and not follow the above guidelines will be considered truant and subject to disciplinary action, regardless of any post correspondence by parent or guardian. **Students may only leave with a parent or designated adult, students that ride with other students to school may not leave with that student to go home or to an appointment unless it is a brother or sister and is designated by the parent.**

During Lunch (High School Only)

A parent or guardian who wishes to pick up a student for the lunch period shall first secure the principal's approval. Students who abuse off campus lunch privileges or leave campus at other times without the principal's approval shall be subject to disciplinary action. Students may eat lunch prepared by cafeteria staff or bring a sack lunch. Ordering and/or having food delivered from off campus is not allowed

Students who live within a quarter mile radius of the high school campus may go home to eat lunch under the following conditions: exception is approved by HS principal, and student must go directly home and return directly to campus. (Violation of this policy will result in ISS placement and the loss of off campus lunch privileges.)

Any off-campus lunch will be at the permission of the principal and will follow the guidelines set by the principal. Any violations of the guideline will result in the loss of the privilege for the off-campus lunch.

At Any Other Time During the School Day

Students are not authorized to leave campus during regular school hours for any other reason, except with the permission of the principal.

Students who leave campus in violation of these rules will be subject to disciplinary action in accordance with the Student Code of Conduct.

Searches and Investigations

In the interest of promoting student safety and attempting to ensure that schools are safe and drug free, district officials may from time to time conduct searches and investigations.

District officials may conduct investigations in accordance with law and district policy and may question students regarding a student's own conduct or others. [For questioning by law enforcement officials, see Law Enforcement Agencies (All Grade Levels).]

District officials may conduct searches of students, their belongings, and their vehicles in accordance with law and district policy. Searches of students will be conducted without discrimination, based on, for example, reasonable suspicion, voluntary consent, or pursuant to district policy providing for suspicion less security procedures, including the use of metal detectors.

In accordance with the Student Code of Conduct, students are responsible for prohibited items found in their possession, including items in their personal belongings or in vehicles parked on district property.

If there is reasonable suspicion to believe that searching a student's person, belongings, or vehicle will reveal evidence of a violation of the Student Code of Conduct, a district official may conduct a search in accordance with law and district regulations.

Students' Desks and Lockers

Students' desks and lockers are school property and remain under the control and jurisdiction of the school even when assigned to an individual student.

Students are fully responsible for the security and contents of their assigned desks and lockers. Students must be certain that their lockers are locked, and that the combinations are not available to others.

Searches of desks or lockers may be conducted at any time there is reasonable suspicion to believe that they contain articles or materials prohibited by policy, whether or not a student is present.

The parent will be notified if any prohibited items are found in the student's desk or locker.

Telecommunications and Other Electronic Devices

Use of district owned equipment and its network systems is not private and will be monitored by the district. [See policy CQ for more information.]

Any searches of personal telecommunications or other personal electronic devices will be conducted in accordance with law, and the device may be confiscated in order to perform a lawful search. A confiscated device may be turned over to law enforcement to determine whether a crime has been committed. [See policy FNF(LEGAL) and **Electronic Devices and Technology Resources** for more information.]

Trained Dogs

The district will use trained dogs to screen for concealed, prohibited items, including drugs and alcohol. Screenings conducted by trained dogs will not be announced in advance. The dogs will not be used with students, but students may be asked to leave personal belongings in an area that is going to be screened, such as a classroom, a locker, or a vehicle. If a dog alerts to an item or an area, it may be searched by district officials.

1. School officials do, however, reserve the right of access and reasonable search of all lockers or other storage areas located on school property. Such right is deemed to be essential to the proper discharge by school officials of their duty to protect the health, safety, and welfare of all students.
2. School officials also have the right to make reasonable searches of a student's person or personal possessions, including, but not limited to automobile, if such possessions are located on or adjacent to school property.

Vehicles on Campus

A student has full responsibility for the security and content of his or her vehicle parked on district property and must make certain that it is locked and that the keys are not given to others. [See the Student Code of Conduct.]

Vehicles parked on district property are under the jurisdiction of the district. School officials **may search any vehicle** any time there is reasonable suspicion to do so, with or without the permission of the student. If a vehicle subject to search is locked, the student will be asked to

unlock the vehicle. If the student refuses, the student's parent will be contacted. If a search is also refused by the student's parent, the district will turn the matter over to law enforcement. The district may, in certain circumstances, contact law enforcement even if permission to search is granted.

The following guidelines will pertain to student vehicles:

1. Cars driven to school must be parked immediately upon arrival and remain parked until the end of the regular school day.
2. Students are not allowed to sit in their car during the normal school day.
3. Under no circumstances are student vehicles to be driven or parked on the faculty/visitor parking lot in front of school and in front of the Cosmetology/Business Building.
4. Students are not allowed to park along the streets surrounding the school campus. Parking on these streets is subject to ticketing and fines by the city police department. Students will not park in marked no parking zones.
5. Any students who are found to be driving to school and on the school campus without a valid Texas Driver's License will be reported to the proper authorities and their cars may be removed from campus at the owner's expense.

Suspension of Parking Privileges: (High School Only)

Driving a vehicle to school is a privilege. Students who violate school rules may lose that privilege.

1. Violations of any part of parking regulations can result in loss of one's right to park on school premises.
2. Report by any faculty member of students committing traffic violations in the school area. Example: Running a stop sign, racing engine, reckless driving, parking in the ~~wrong~~ ~~in wrong~~ area, intentionally parking in "reserved" spaces.
3. Leaving campus in a vehicle without permission from the office to leave.
4. Violations of the Student Code of Conduct.

Summer School

Iowa Park ~~CISD~~ High School will offer summer school to those students who do not meet the minimum requirements in academics, attendance, or on state assessments to promote to the next grade. Information will be provided in the spring to parents of students in danger of not promoting. The district may require a minimal fee.

Section VIII

Glossary

Accelerated instruction, also referred to as supplemental instruction, is an intensive supplemental program designed to address the needs of an individual student in acquiring the knowledge and skills required at his or her grade level and/or as a result of a student not meeting the passing standard on a state-mandated assessment. Accelerated instruction may be provided by assigning a student to a classroom teacher who is certified as a master, exemplary, or recognized teacher or by providing supplemental instruction in addition to regular instruction.

ACT-Aspire refers to an assessment that took the place of ACT-Plan and is designed as a preparatory and readiness assessment for the ACT. This is usually taken by students in grade 10.

ACT refers to one of the two most frequently used college or university admissions exams: the American College Test. The test may be a requirement for admission to certain colleges or universities.

ARD is the admission, review, and dismissal committee convened for each student who is identified as needing a full and individual evaluation for special education services. The eligible student and his or her parents are members of the committee.

Attendance review committee is responsible for reviewing a student's absences when the student's attendance drops below 90 percent, or in some cases 75 percent, of the days the class is offered. Under guidelines adopted by the board, the committee will determine whether there were extenuating circumstances for the absences and whether the student needs to complete certain conditions to master the course and regain credit or a final grade lost because of absences.

CPS stands for Child Protective Services

DAEP stands for disciplinary alternative education program, a placement for students who have violated certain provisions of the Student Code of Conduct.

DFPS stands for Texas Department of Family and Protective Services.

DPS stand for the Texas Department of Public Safety.

DSHS stands for the Texas Department of State Health Services.

ED stands for the U.S. Department of Education.

Emergent bilingual student refers to a student of limited English proficiency. Other related terms include English learner, English language learner, and limited English proficient student.

EOC (end-of-course) assessments are state-mandated and are part of the STAAR program. Successful performance on EOC assessments are required for graduation. These exams will be given in English I, English II, Algebra I, Biology, and U.S. History.

ESSA is the federal Every Student Succeeds Act.

FERPA refers to the federal Family Educational Rights and Privacy Act that grants specific privacy protections to student records. The law contains certain exceptions, such as for directory information, unless a student's parent or a student 18 or older directs the school not to release directory information.

IEP stands for individualized education program and is the written record prepared by the ARD committee for a student with disabilities who is eligible for special education services.

IGC is the individual graduation committee, formed in accordance with state law, to determine a student's eligibility to graduate when the student has failed to demonstrate satisfactory performance on no more than two of the required state assessments.

ISS refers to in-school suspension, a disciplinary technique for misconduct found in the Student Code of Conduct. Although different from out-of-school suspension and placement in a DAEP, ISS removes the student from the regular classroom.

PGP stands for Personal Graduation Plan, which is required for high school students and for any student in middle school who fails a section on a state-mandated test or is identified by the district as not likely to earn a high school diploma before the fifth school year after he or she begins grade 9.

PSAT is the preparatory and readiness assessment for the SAT.

Safe and Supportive School Team is a team established at each campus that is responsible for conducting threat assessment regarding individuals who make threats of violence or exhibit harmful, threatening, or violent behavior and determining appropriate intervention, and providing guidance to students and school employees on recognizing harmful, threatening, or violent behavior that may pose a threat to the community, school, or individual.

SAT refers to one of the two most frequently used college or university admissions exams: the Scholastic Aptitude Test. The test may be a requirement for admissions to certain colleges or universities.

SHAC stands for School Health Advisory Council, a group of at least five members, a majority of whom must be parents, appointed by the school board to assist the district in ensuring that local community values and health issues are reflected in the district's health education instruction, along with providing assistance with other student and employee wellness issues.

Section 504 is the federal law that prohibits discrimination against a student with a disability, requiring schools to provide opportunities for equal services, programs, and participation in

activities. Unless the student is determined to be eligible for special education services under the Individuals with Disabilities Education Act (IDEA), general education with appropriate instructional accommodations will be provided.

STAAR is the State of Texas Assessments of Academic Readiness, the state's system of standardized academic achievement assessments.

STAAR Alternate 2 is an alternative state-mandated assessment designed for students with severe cognitive disabilities receiving special education services who meet the participation requirements, as determined by the student's ARD committee.

STAAR Spanish is an alternative state-mandated assessment administered to eligible students for whom a Spanish version of STAAR is the most appropriate measure of their academic progress.

State-mandated assessments are required of students at certain grade levels and in specified subjects. Except under limited circumstances, students must pass the STAAR EOC assessments to graduate. Students have multiple opportunities to take the tests, if necessary, for graduation.

Student Code of Conduct is developed with the advice of the district-level committee and adopted by the board and identifies the circumstances, consistent with law, when a student may be removed from a classroom, campus, or district vehicle. It also sets out the conditions that authorize or require the principal or another administrator to place the student in a DAEP. It outlines conditions for out-of-school suspension and for expulsion. The Student Code of Conduct also addresses notice to the parent regarding a student's violation of one of its provisions.

TAC stands for the Texas Administrative Code.

TEA stands for the Texas Education Agency, which oversees primary and secondary education in Texas.

TELPAS stands for the Texas English Language Proficiency Assessment System, which assesses the progress that emergent bilingual students make in learning the English language, and is administered for those who meet the participation requirements in kindergarten–grade 12.

TSI assessment is the Texas Success Initiative assessment designed to measure the reading, mathematics, and writing skills that entering college-level freshmen students should have if they are to be successful in undergraduate programs in Texas public colleges and universities.

~~**TXVSN** is the Texas Virtual School Network, which provides online courses for Texas students to supplement the instructional programs of public school districts. Courses are taught by qualified instructors, and courses are equivalent in rigor and scope to a course taught in a traditional classroom setting.~~

UIL refers to the University Interscholastic League, the statewide voluntary nonprofit organization that oversees educational extracurricular academic, athletic, and music contests.

Appendix: Freedom from Bullying Policy

Note that school board policies may be revised at any time. For legal context and the most current copy of the local policy, visit <http://pol.tasb.org/Policy/Code/1227?filter=FFI> . Below is the text of Iowa Park CISD's policy FFI(LOCAL) as of the date that this handbook was finalized for this school year.

Student Welfare: Freedom from Bullying

Policy FFI(LOCAL) adopted on 2/19/2012

Note: This policy addresses bullying of District students. For provisions regarding discrimination and harassment involving District students, see FFH. Note that FFI shall be used in conjunction with FFH for certain prohibited conduct. For reporting requirements related to child abuse and neglect, see FFG.

BULLYING PROHIBITED

The District prohibits bullying as defined by this policy. Retaliation against anyone involved in the complaint process is a violation of District policy and is prohibited.

DEFINITION

Bullying occurs when a student or group of students engages in written or verbal expression, expression through electronic means, or physical conduct that occurs on school property, at a school-sponsored or school-related activity, or in a vehicle operated by the District and that:

1. Has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or of damage to the student's property; or
2. Is sufficiently severe, persistent, and pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student.

This conduct is considered bullying if it:

1. Exploits an imbalance of power between the student perpetrator and the student victim through written or verbal expression or physical conduct; and
2. Interferes with a student's education or substantially disrupts the operation of a school.

EXAMPLES

Bullying of a student may include hazing, threats, taunting, teasing, confinement, assault, demands for money, and destruction of property, theft of valued possessions, name calling, rumor spreading, or ostracism.

RETALIATION

The District prohibits retaliation by a student or District employee against any person who in good faith makes a report of bullying, serves as a witness, or participates in an investigation.

EXAMPLES

Examples of retaliation may include threats, rumor spreading, ostracism, and assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.

FALSE CLAIM

A student who intentionally makes a false claim, offers false statements, or refuses to cooperate with a District investigation regarding bullying shall be subject to appropriate disciplinary action.

TIMELY REPORTING

Reports of bullying shall be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to immediately report may impair the District's ability to investigate and address the prohibited conduct.

REPORTING PROCEDURES

STUDENT REPORT

To obtain assistance and intervention, any student who believes that he or she has experienced bullying or believes that another student has experienced bullying should immediately report the alleged acts to a teacher, counselor, principal, or other District employee.

EMPLOYEE REPORT

Any District employee who suspects or receives notice that a student or group of students has or may have experienced bullying shall immediately notify the principal or designee.

REPORT FORMAT

A report may be made orally or in writing. The principal or designee shall reduce any oral reports to written form.

PROHIBITED CONDUCT

The principal or designee shall determine whether the allegations in the report, if proven, would constitute prohibited conduct as defined by policy FFH, including dating violence and harassment or discrimination on the basis of race, color, religion, gender, national origin, or disability. If so, the District shall proceed under policy FFH. If the allegations could constitute both prohibited conduct and bullying, the investigation under FFH shall include a determination on each type of conduct.

INVESTIGATION OF REPORT

The principal or designee shall conduct an appropriate investigation based on the allegations in the report. The principal or designee shall promptly take interim action calculated to prevent bullying during the course of an investigation, if appropriate.

CONCLUDING THE INVESTIGATION

Absent extenuating circumstances, the investigation should be completed within ten District business days from the date of the initial report alleging bullying; however, the principal or designee shall take additional time if necessary to complete a thorough investigation.

The principal or designee shall prepare a final, written report of the investigation. The report shall include a determination of whether bullying occurred, and if so, whether the victim used reasonable self-defense. A copy of the report shall be sent to the Superintendent or designee.

NOTICE TO PARENTS

If an incident of bullying is confirmed, the principal or designee shall promptly notify the parents of the victim and of the student who engaged in bullying.

DISTRICT ACTION

BULLYING

If the results of an investigation indicate that bullying occurred, the District shall promptly respond by taking appropriate disciplinary action in accordance with the District's Student Code of Conduct and may take corrective action reasonably calculated to address the conduct.

DISCIPLINE

A student who is a victim of bullying and who used reasonable self-defense in response to the bullying shall not be subject to disciplinary action.

The discipline of a student with a disability is subject to applicable state and federal law in addition to the Student Code of Conduct.

CORRECTIVE ACTION

Examples of corrective action may include a training program for the individuals involved in the complaint, a comprehensive education program for the school community, follow-up inquiries to determine if any new incidents or any instances of retaliation have occurred, involving parents and students in efforts to identify problems and improve the school climate, increasing staff monitoring of areas where bullying has occurred, and reaffirming the District's policy against bullying.

TRANSFERS

The principal or designee shall refer to FDB for transfer provisions.

COUNSELING

The principal or designee shall notify the victim, the student who engaged in bullying, and any students who witnessed the bullying of available counseling options.

IMPROPER CONDUCT

If the investigation reveals improper conduct that did not rise to the level of prohibited conduct or bullying, the District may take action in accordance with the Student Code of Conduct or any other appropriate corrective action.

CONFIDENTIALITY

To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation.

APPEAL

A student who is dissatisfied with the outcome of the investigation may appeal through FNG(LOCAL), beginning at the appropriate level.

RECORDS RETENTION

Retention of records shall be in accordance with CPC(LOCAL).

ACCESS TO POLICY AND PROCEDURES

This policy and any accompanying procedures shall be distributed annually in the employee and student handbooks. Copies of the policy and procedures shall be posted on the District's Web site, to the extent practicable, and shall be readily available at each campus and the District's administrative offices.

Iowa Park CISD High School

Cheerleader Constitution

2025-2026~~2024-2025~~

PREAMBLE:

We, the cheerleaders of Iowa Park CISD High School, dedicate ourselves and our services to endeavor to maintain enthusiasm and school spirit at athletic events.

MEMBERSHIP:

1. The membership of this organization shall consist of all duly elected cheerleaders.
2. Members are held to all UIL eligibility rules for grade purposes. ~~The cheer coaches will conduct grade checks every 3 weeks and at times designated by the official IPCISD eligibility calendar and guidelines set forth by UIL.~~ Ineligible ~~cheerleaders~~ ~~cheerleaders~~ attending a designated activity are not allowed to wear any part of the chosen team uniform to school or while attending activities during the period of ineligibility.
3. A member shall attend a summer cheerleading camp and attend all summer practice sessions.
4. A member shall have a signed code of conduct form on file with the sponsor.
5. A member shall have a current doctor's physical on file with the sponsor.
6. Tryout practices are mandatory. ~~and you must be in attendance to be eligible to try out.~~ You may be excused due to illness in which a doctor's note will be required, or if participating in a school funded activity.
7. Membership shall consist of a total of ~~1514~~ students: 1 mascot, ~~1413~~ cheerleaders consisting of sophomores, juniors, and seniors. Junior High will consist of ~~165~~ members: 1 mascot, 8-8th grade cheerleaders, 7- 7th grade cheerleaders.
8. In the event of a tie, the judge's will re-evaluate their scores based on the individual or group cheer to determine the winner. Judges may do call backs if necessary.
9. Upon ~~administrative~~ coach's review, a candidate who is injured or has severe medical illness that prevents them from trying out will be allowed to ~~try out~~ ~~tryout~~ by submitting a recent video that meets all tryout criteria. Candidates must provide a certified doctor's excuse and are expected to receive a medical release within a reasonable amount of time to prepare for camp. Videos may be of practice, games, or competition footage. Video footage should be prior to current injury. ~~Video or electronic tryouts will be reviewed by the administrator overseeing tryouts prior to submission to the judges.~~ Only activities (jumps, cheers, tumbling, and dances) meeting tryout guidelines will be allowed.
10. To be eligible to try out for IPHS cheerleader/mascot students must be enrolled at IPHS ~~and signed up on the tryout list~~ before the tryout practices begin. ¶
- ~~11.~~ If a candidate has been academically ineligible for two 6-week periods ~~on their report card~~ during the ~~current~~ academic year, ~~the cheerleader will be dismissed from the squad.~~
12. ¶
- ~~13.~~ Gender appropriate uniforms (based off of Skyward enrollment) will be required for all prospective candidates.
14. ~~Candidates that have been placed in ISS more than one placement, in DAEP during the current school year, or lose credit because they do not meet the 90% attendance requirement~~

for the current school year will be ineligible from trying out or will be dismissed from the squad.

15. Announcements of New Team: announcement of team results will be posted on the school website at a time determined by the cheer coach prior to the tryouts. Any questions or concerns about tryout results will be addressed to the cheer coach.
16. A ~~candidate~~ ~~High school~~ ~~candidates~~ only who are not selected for the cheer program may elect to request tryout feedback following the posting of results within one week from the posting. Only scores will be shown. An appointment with the cheer coach must be made within a week following tryouts

SELECTION OF CAPTAINS (High School Only)

Being named captain or co-captain of a team is a special privilege as well as responsibility. These individuals should be an example for the rest of the squad. The captain is expected to support in word and actions all guidelines set forth in this handbook, along with the rules of IPHS. This position will require a time commitment outside of the “normal” cheerleader obligations. Varsity captain must have had one year of Varsity cheerleading experience at IPHS. The coach may choose not to have a captain any given year.

- Cheer captain will be voted on by the squad and cheer coach.
- Varsity captain will be a senior, if no eligible seniors on the team, the captain may be a junior.
- A captain may be removed from their leadership role if they are unable to uphold the guidelines and regulations set forth in this handbook.

RESPONSIBILITIES AND DUTIES:

1. A cheerleader shall attend all practice sessions, ~~and~~ ~~help plan pep-rallies,~~ perform at all required events, ~~and accept full share of responsibilities~~
2. ~~All school funded extra curricular schedules must be shared with the coach as soon as received and every attempt will be made to accommodate other school sports and programs, this does not include club teams.~~
3. If a member plays basketball they must be ready to cheer at the boy's varsity game no later than the second quarter (Only applies to ~~h~~High sSchool)
4. A cheerleader shall report failing grades to the sponsor. If at any time you are failing a class, you may be required to attend tutoring.
5. Fundraisers will be done throughout the year to help offset the cost of uniforms, supplies, etc. If you don't participate in a fundraiser you will not receive credit for any of the money raised during that particular fundraiser. If you are dismissed from the team or move/quit the team you are required to pay the remaining funds owed to the cheer program.
6. A cheerleader shall be respectful, pleasant, courteous, and considerate of the members of the cheerleading squad, the faculty, the administration, the game officials, the team members, and the sponsor.
7. A cheerleader shall not hold any job, which will interfere with cheerleading responsibilities.

ATTENDANCE

1. Excused Absences: The status of an absence or tardy will be determined by the coach.

Cheerleaders must limit their number of excused absences, as performance privileges may be revoked for excessive absences. Absences or tardies from school and cheerleading activities should only be excused for ~~special~~ circumstances. Examples are listed below:▪

- Personal illness, injury, or accident
- Death in the family
- Other major life events
- School funded activity

2. Unexcused Absences: ~~Unexcused A~~absences include reasons such as work, vacation, ~~doctor/dental appointments, and non-school activities (including competitive cheer).~~ Any activity that ~~must not~~ interferes with practices or performances, ~~unless excused by the sponsor, and~~ will be considered unexcused. Any unexcused absence could affect performance eligibility. ~~Unexcused absences from school will follow school policy.~~

~~Unexcused absences from school will follow school policy, if you have missed so much school that you deem make-up hours, you will be ineligible to cheer until the hours are made up in full.~~
Excessive absences will affect your eligibility to try-out.

3. Unexpected Absence Procedures: in the event of an illness, accident, or death in the family, a parent must contact the coach prior to class/practice. A parent note and/ or doctor's note must be submitted to the coach upon the cheerleader's return to school or practice.

4. Expected Absence Procedures: ~~At least two weeks prior to an event and/or practice, a~~Athletes must ~~provide adequate prior notification to~~notify the cheer coach of an expected absence from any and all cheer practices/performances.

5. ~~Excused academic absences do not necessarily equate to an excused cheer absence.~~ In the event you miss a school day due to a school funded event, ~~an absence from~~may not excuse you from practice or performance ~~is not excused if you are back from the event in time to attend a required cheer practice or performance.~~

6. Athletes who suffer injuries or illness must consult a doctor or trainer. If an injury or illness hinders or limits an athlete's performance and/or practice capabilities, that athlete will be required to provide a doctor's note outlining the specific limitations. Injured athletes are still expected to attend all events and practices ~~in accordance with their doctor's notes.~~ An athlete with a concussion must follow the IPCISD concussion policy until the athlete is cleared to participate under the standards set forth by the IPCISD concussion policy and state law.

TRIPS:

1. A cheerleader shall travel to and from “away” games by school bus when the school provides one. If not riding home on the bus you must have a signed note from an administrator.
2. If no bus is provided, transportation shall be approved by the sponsor.

UNIFORMS:

1. Each cheerleader shall be responsible for the cost of new uniforms and camp clothes this includes a \$100 deposit that will go towards the cost of clothes. Fundraising will be done to help offset the cost of clothes.
2. All cheerleaders shall buy socks, shoes, bloomers, and poms.
3. No cheerleader shall buy, make, remodel, or plan any uniforms without the permission of the sponsor.

4. Each cheerleader shall be responsible for the care of the uniforms. (Pressed and clean for each event)
5. No cheerleader shall wear a uniform except in conjunction with school events unless the sponsor grants permission.
6. Tattoos must be covered at all times when a cheerleader is in uniform and/or camp clothes.

CONDUCT:

1. Cheerleaders shall conduct themselves properly at all times, for they are official representatives of the school.
2. Cheerleaders shall not display undesirable habits such as smoking, alcoholic drinking, drugs, or improper language.
3. Use of, caught in possession of, or alluding to use of tobacco, e-cig/vaping, alcohol or illegal drugs will result in immediate discipline from cheer sponsor and/or school administration. This includes alluding to use of substances on social media.
4. Cheerleaders shall display good sportsmanship at all times.
5. Cheerleaders shall conduct themselves in the classrooms and school halls in such a way that they set good examples for other students.
6. Cheerleaders are on the ~~varsity~~ team from tryout date to tryout date. If there are any infractions in that time frame it can affect their eligibility to cheer at games and pep rallies. It can also affect your eligibility for tryouts.
7. Cheerleaders will be held responsible for their online activity. Social media is not the arena for complaints or derogatory comments about the sponsor, teammates, opponents, or the school district.
8. Discipline issues: Each individual situation will be reviewed by the coach and the coach will use her discretion as to the punishment that is appropriate for the situation. The coach has the right to remove a cheerleader from the squad if she feels that the behavior/situation warrants such action.
9. Social Media: as an IPHS cheerleader, the sponsor, principals, teachers, and community hold you to a high standard of behavior. This high standard of behavior includes the use of social media such as Facebook, Instagram, Twitter, Snapchat, etc. Cheerleaders are responsible for their personal social media accounts and postings as well as postings on others' social media accounts. The area of appropriateness will include but not limited to the use/reference of drugs, alcohol, sexual conduct, and bullying. It can result in demerits, suspension, or immediate suspension and/or removal from the team. The discipline will be decided by the sponsor and/or principal.

DISMISSAL:

1. The sponsor and/or administration shall have the opportunity to suspend or drop permanently a cheerleader for the following reasons. If you are dismissed/quit from the team you are ineligible to try out for one year to date of the dismissal/quit date.
 - a. Improper attire
 - b. Undesirable language
 - c. Failure to attend scheduled events
 - d. Unsportsmanlike behavior
 - e. Disrespect towards cheer sponsor

- f. Uncooperative attitude
- g. Violation of rules and regulations
- h. Excessive absenteeism (school or cheer activities)
- i. Using tobacco, e-cigs, or vaping on or off school campus.
- j. Drinking or using drugs on or off school campus.
- k. Causing harm to the reputation of the school
- l. Failure to learn cheers, chants, songs, and dance routines
- m. Any unexcused absences from school
- n. Any major infraction listed in the student code of conduct.
- o. Failure to follow school rules

Examples of behaviors that could result in disciplinary action, suspension, or dismissal from the squad ~~DEMERIT SYSTEM: (not limited to the following)~~ ¶

Failure to follow school rules, policies, or procedures

Failure to follow the direction of the cheer coach

Ineligibility

Late for camp, practices, pep rallies, games, or cheer events.

Not cheering at events

Not knowing cheers

Improper attire

Chewing gum, drinking, eating at events except at designated break times

Not participating in events and fundraisers

Unexcused absences (school or cheer activities)

Not attending ~~required cheer events and activities~~ ~~practices or meetings~~

Smoking, vaping, drinking, and using drugs on or off campus.

~~Undesirable language~~

~~Inappropriate language and/or Undesirable behavior~~

~~Bad sportsmanship~~ ¶

~~Uncooperative attitude~~

ISS and AEP

* Administrative approval will be required for dismissal from the squad.

~~DEMERITS - CONSEQUENCES~~ Consequences for misbehavior could include:

¶

~~1~~ verbal warning

~~2~~ physical conditioning

~~3-4~~ Physical Conditioning ¶

~~5-6~~ = Suspended from a pep rally and Physical Conditioning ¶

~~7-8~~ = Suspended from a pep rally and one game (MUST go to game un-uniformed and sit with sponsor), and Physical Conditioning

~~9~~ = Suspended from 2 pep rallies and 2 games / performances, and Physical Conditioning

~~Dismissal from the squad~~ ~~10~~ Turn in uniforms, suspended for the season.

¶

*******AUTOMATIC SUSPENSION*******

ANY ACTION OR ACT WHICH THE SPONSOR OR ADMINISTRATION DEEMS
INAPPROPRIATE AND IRRESPONSIBLE.

*****All cheerleaders are considered athletes and will be held accountable under the
same rules as all athletes under the Athletic Conduct and Discipline Policy. *****

Please sign and return to cheer sponsor

I understand these policies and will abide by them to the full extent. I
understand that not following these policies may result in removal from
the squad for the current season or year and that IPHS Administration
follow up may occur.

Signature of
Cheerleader _____ Date _____

I have discussed the IPHS Cheer Constitution with my cheerleader.

Signature of Parent _____ Date _____

Iowa Park Hawk Band



Band Handbook

Fall 2025-Spring 2026

Dr. Charlie Bradberry
Director of Bands - Fine Arts Chair
cbradberry@ipcisd.net

Welcome to the Iowa Park Hawk Band!

The Hawk Band program is excited to have you join the Iowa Park Band family! The fun experiences you will have in band will be unlike any other school organization! The band directing staff looks forward to a great school year and fantastic music making! Welcome to the Iowa Park Mighty Hawk Band!

Band Directors

Dr. Charlie Bradberry - Director of Bands / Fine Arts Chair

Mr. Jonathan Fortson – Head Middle School Director

Ms. Caroline Deitch - Assistant Director

Philosophy of Music

Every aspect of music is important and will be emphasized at various stages in a student's development. The Iowa Park music department stresses the advancement of the student's abilities to function in both the large and small ensemble setting. Music offers a unique opportunity to challenge each student cognitively, effectively, and physically. It provides for emotional expression, intrinsic worth, and has a positive impact on individuals, families, communities, and cultures.

Uniforms

All MGM2 members will need to purchase the following items:

• Show Top for performances –	Purchase from Boosters (keep when season is over)
• Black Marching Shoes -	Purchase from Director
• Band hat -	Purchase from Director
• Black pullover with name –	Purchase from Vinyl Designs
• Black pants –	Purchase from Vinyl Designs
• Green band shirt –	Purchase from Vinyl Designs
• Black Shorts – school appropriate	Purchase on your own
• Long Black socks No Logos	Purchase on your own (several pair)

Directors will take your students sizes and send them to Vinyl Designs. For items bought from the school please make checks payable to IPHS Band.

For concert season, students need an all-black outfit which will be discussed in class. The uniform attire will be addressed before each performance throughout the year.

Auditions

Typically, auditions for chair tests are held when needed. Specific requirements and procedures will be posted and discussed in the band hall in advance.

Equipment Needs

Each learner must bring to class everyday: music, a sharpened pencil, their instrument in good working condition, assigned music, and a good attitude. A student is required to purchase their own reeds, cork grease, oil, grease, etc. These items can be purchased at the Horn Drive, online, or at general music stores such as Sam Gibbs in Wichita Falls or through the band.

Transportation Policy

It is the policy of the Iowa Park School District that all band members must ride school transportation to away events. Students may ride home with parents/guardians providing they sign out with their chaperone before they leave. Students may not leave with anyone who is not a designated parent or guardian without a note signed by the administration 24 hours in advance.

Instrument Lockers

Band students will be issued a band locker (and lock if requested) in which to store their instrument and band music. This is not a place to put clothes, school books or anything that is not band related. All non-band items will be discarded at the discretion of the director.

Grading Policy

A. Class Participation: Each student will receive a weekly grade in band based upon his or her participation, supply checks, written work, and memorization exercises. Students who are unable to participate because they have forgotten their horns, do not have proper supplies, or who have been asked to put their horns away for the day for any reason, will be given a zero for that day or week.

B. Public Performance Grade: Every band student is required to participate in all performances including but not limited to; football games and pep rallies, Christmas and Spring Concerts, Marching Contests, Pre UIL and UIL Concert and Sight - Reading, and Music Festivals. An unexcused absence from a performance may result in the student failing band for that six weeks. Performances are MANDATORY and will count as a test grade in the grade book.

C. Test Grades: Include but not limited to: Playing tests, practice sheets, pop quizzes, written work, after school rehearsals, and public performances.

D. Daily Grades: Include but not limited to: Class Participation, Supply Checks, Written Work, Work Habit.

Absences

As a member of the Iowa Park Band Program, you are expected and required to be at all band rehearsals, performances or any other scheduled events deemed necessary by the band directors. – Examples of excused absences - School activities, death in the family. - Examples of NON - Excused absences - Including but not limited to: Dr. appointments (non - emergency), birthdays, birthday parties (yours or a family member's), family in town, homecoming at another school (college or high school), DMV appointments for driver license, ACT or SAT test not taken during school day, college days, family vacations, having to babysit, and “not having a ride”, or a concert of your favorite band. Please note that although admirable, church trips and events are not excused absences.

Please plan carefully so you do not double book yourself. Other than our Christmas and Spring concerts, we will never have activities on Sundays. Check your calendar carefully before you schedule a church outing or youth event. - Dr. Bradberry will have the final say on what is an excused or unexcused absence.

Make sure you clear your work and vacation calendars so you can attend ALL scheduled band activities including, but not limited to, football games, contests, concerts, scheduled night rehearsals and all performances. - We will work with those who have a conflict with another school activity (football, volleyball, etc.)

Consequences for missing after school rehearsals:

- 1st Unexcused absence - Loss of spot (students have the opportunity to earn spot back through challenges but no guarantees).
- 2nd Unexcused absence - Conference with parents, loss of spot in marching show for the season.
- 3rd Unexcused Absence - Conference with parent, dismissal from all marching show duties and all travel with band.
- 4th Unexcused Absence - Dismissal from band program at semester. - Dr. Bradberry will have the final say on what is an excused or unexcused absence.

Any Unexcused Absences from a Football Game and or Marching Contest will result in loss of spot for the remainder of the season.

Discipline Policy

In order to maintain an orderly educational environment, the following discipline policy will be implemented.

Rules

- A. Students must be in their chairs with their horns, music, a pencil and all necessary supplies at the start of class.
- B. Students may not leave their seat during class except for an emergency - and then - only with permission from the director.
- C. When the director is on the podium, a student may only speak after raising their hand and getting permission from the director.
- D. Absolutely no food, drink, or gum is allowed in the Band Hall at any time.
- E. Do not touch or play any instrument that does not belong to you. This includes all percussion equipment. Anyone tampering with the percussion equipment will be dismissed from the band hall immediately.
- F. Absolutely no horseplay will be tolerated in the band hall.
- G. Band students will always be respectful of the directors, other students and themselves.

Repeated violations of the band hall rules may result in assignment to lunch detention, after school detention, or being sent to the assistant principal. Students who repeatedly disrupt band class, performances, or rehearsals may be permanently removed from Band at the discretion of the Band Directors.

Acts of theft, vandalism, violence, disrespect of any other serious discipline infractions, as deemed by the Directors, may result in immediate, permanent removal from band at the discretion of the Band Directors.

Severe Discipline Clause

In the event a student blatantly and/or maliciously causes a serious classroom disruption, the severe disciplinary clause will take effect and the student will immediately be taken to the principal's office.

Discipline for Trips and Concerts

- Students will be expected to follow all IPCISD School rules of conduct for all band activities on and off campus.
- If a student's behavior causes them to be a danger to himself or others, or the student repeatedly refuses to respond to a director's instructions, the student will be sent home at the parent/guardian's expense.

Spring Trip/Travel

Eligibility to participate/attend trips with the band depend on the following: students must have paid (whenever payment is necessary), made arrangements to pay, be academically eligible to participate for the current 6 weeks, and may not have been placed in ISS for any class or subject 6 weeks prior to the trip. Students who lose their eligibility due to academic or disciplinary reasons or choose to not participate after paying will not be given a refund of their trip money. Any placement in AEP may render the student ineligible for any band trip that year at the discretion of the Directors.

All students leaving from a performance must sign out with a director or sponsor and must leave with a parent or guardian. No student will be allowed to ride home with someone other than a parent or guardian without following the procedure listed on pg 3. Failure to do so will constitute a major disciplinary infraction.

Only parents/guardians may sign a student out from an activity.

After School Practices and Sectional Rehearsals

Throughout the course of the year, students may be required to come before or after school for practice. In the event of after school practice, ample notice will be given through written communication via a student handout, Facebook (Iowa Park HS Band), Band App, or email. All after school practices are required and grades are given.

After School Transportation

It is the responsibility of the Parent/Guardian to pick up their student no later than 15 minutes after they are dismissed, e.g. rehearsals, away games, sectionals, Monday night practice or any trip.

Any student who is late being picked up twice will lose their travel privileges.

Instruments

School Horns

Use of a school horn is a privilege - not a right. Any band director may withdraw that privilege at his or her discretion and the student will forfeit any and all fees paid to date.

- Students who play school horns are responsible for securing and protecting the horn from theft or damage. If they fail to do so, they and their parents/guardians are responsible for the repair or placement of the horn.
- Not having an instrument to play will be grounds for removal from the band program.
- Students will bring their horns (in good repair) to class every day and to all performances. If a student does not have a horn with them, a director may assign them other duties or assignments and/or lower their grade for that day or performance.

Under no circumstance will an instrument from a large distribution center be accepted in the IPCISD and band program. This means we will not accept any instruments from Wal Mart, Sam's Club, e-bay, etc...

Instruments bought at these stores cannot and will not be repaired by our vendors or reputable instrument repairman. All instruments owned by individuals must pass directors approval in order to be used in the IPCISD school band program. If a horn is deemed by the director as unfit for the program that instrument may not be used in class or at an outside school function/performance.

Individually Owned Instruments

- Students who are not assigned a school instrument are expected to supply their own horn through private means. This may include the option of buying, renting from a music store, or borrowing an instrument.
- If repairs are needed, please let a director see the horn before sending it into the shop! If the horn needs to go to the repair shop, a maximum of 2 weeks is allowed for the repair. The band director must know which shop is working on the instrument so that we can monitor the progress of the repair.
- All instruments owned by individuals must pass directors approval in order to be used in the IPCISD school band program. If a horn is deemed by the director as unfit for the program that instrument may not be used in class or at an outside school function/ performance.

*******RENTAL RETURN POLICY*******

IPCISD and its employees will not be held responsible for the return of any instrument back to the music company from which the instrument is being purchased or rented.

The band staff may be able to pass along the instrument that needs to be returned as long as prior arrangements have been made with the directors and the music company.

The ability and option of such arrangements are strictly and solely at the discretion of the Iowa Park Director of Bands.

School Owned and Privately-Owned Instruments

By signing the band handbook acknowledgement form, I agree I will not hold the IPCISD Band Directors or anyone affiliated with IPCISD responsible if my child's instrument should be damaged, lost or stolen while being transported to a vendor or being held for a vendor to pick up for repairs or service, or repaired by a director.

IOWA PARK CISD
ATHLETIC HANDBOOK
2025-2026

Dear Iowa Park Hawks, Lady Hawks, and Parents,

¶

— Welcome to another exciting year of Iowa Park Athletics. Because of the hard work that these young men and women have put in this off-season and summer programs, we are excited about the upcoming year in all sports.¶

— We are pleased to have you as a part of the Iowa Park Athletic Program. We sincerely hope that the experience you have in the athletic program will be both enjoyable and successful. Your coaches are looking forward to helping you grow through athletics.¶

— The information contained herein has been provided for you to read and study carefully, as it is your responsibility to know the rules and regulations of the Iowa Park Athletic Program. This handbook is used as a guide for our athletic programs. However, additional rules may be given by your coach in each sport.¶

— Before your son/daughter can participate in athletics, the acknowledgement page of this handbook must be signed and on file. This is an agreement between parents, athletes, and coaches to abide by the rules of this handbook.¶

— If you have any questions about this handbook or any other matter pertaining to Iowa Park Athletics, please don't hesitate to contact me. ¶

¶

IT'S A GREAT DAY TO BE A HAWK!!!!¶

¶

¶

— Michael Swenson¶

— Athletic Director/Head Football¶

— 940-592-5922¶

¶

¶

Purpose of the Athletics Handbook

In order to ensure that student athletes, parents, and coaches are all on the same page, this handbook was created. Though many topics are covered, this handbook is supplemental to the student handbook and student code of conduct where you may find additional information as needed.



PHILOSOPHY OF ATHLETICS

Interscholastic athletics is an integral part of the educational process. Involvement in the athletic program is a privilege not a guaranteed right. Therefore, all student-athletes will be held to a higher standard. There will be requirements and demands that will be made, not imposed on the general school population.

There is an impressive array of athletic programs, which are available as a means of participation. Each team will have rules, regulations and stipulations regarding participation, awards, lettering, and additional requirements that are mandatory for remaining on the team as a member in good standing.

The purpose of the athletic program is to:

- Ensure students, school, and communities can receive the greatest educational, social, recreational and aesthetic benefits from the contest;
- Preserve the game for the overall benefit of the contestant and not sacrifice the contestant to the game;
- To promote the spirit of good sportsmanship and fair play in all contests;
- To promote among the players, schools, and communities a spirit of friendly rivalry and respect for the rules; and
- To forward the concept of accepting decisions of sports official as co-partners in the educational process of competition.

WHAT TO EXPECT FROM A COACH?

1. **A genuine and up-to-date knowledge of the sport.**
2. **A fair and unprejudiced relationship with all players.**
3. **Firm disciplinary action if an athlete displays unsportsmanlike conduct or breaks the team rules.**
4. **100% effort to help each student reach his/her maximum potential.**
5. **Genuine concern with all areas of the athlete's growth (academic, athletics, and citizenship).**

ELIGIBILITY FOR ATHLETICS

Each student-athlete participating in athletics must have on file approval sheet signed by their parent(s) or legal guardian. Because the school is a member in good standing with the UIL all rules and regulations will be strictly enforced. There are specific requirements for participating in athletics. Each coach and the players will review the explanation of all team rules. There will be parental and athlete consent form to sign and return. By signing this form all parties will agree to abide by the rules and allow the coach to make decisions in the best interest of the team. This form will remain on file in the coach's office.

SCHOLASTIC ELIGIBILITY

A student must pass (70 or above) all classes on their report card to be eligible to participate in a game, tournament, meet, etc. If a student fails one or more classes on a report card the student becomes ineligible. A student that becomes ineligible by failing a class may regain their eligibility in two ways:

- (1) Pass all classes on the three week grade check; or
- (2) Pass all classes on the next report card.

There is a one week waiting period after a report card (six weeks) or (three weeks) before a student is eligible or becomes eligible again. An ineligible student-athlete will attend and participate in any team practices or meeting. However, a student-athlete may not travel with the team, participate in games, pep rallies or parades, be on the bench or sideline during games, or act as a manager or statistician.

GRADING IN ATHLETICS

Grades are not based on a student-athletes' athletic ability. Grades will be based on the student-athletes' willingness to act, behave and cooperate in such a

manner that will allow for the success of the athlete and the program itself. ~~All student athletes will begin each grading period with a grade of 100. Points will be subtracted for conduct or behavior unbecoming or detrimental to the program. Excessive absenteeism could result in a failing grade. An athlete could possibly fail the class or be removed from athletics.~~

PRACTICE SESSIONS

All practices will be scheduled by the head coach or coaches of that sport. Athletes are expected to attend every practice. When circumstances warrant one being excused from practice, permission should be requested from the head coach in advance. Injured athletes should make every attempt to observe practice. All squad or team members are expected to be dressed and at the designated area at the appropriate time. Missed practices can result in a loss of playing time. Each sport may have their own regimen for making up missed practices. For example: football- 2 miles, basketball- 5 horses, baseball and softball- foul poles. (These are only examples of what a coach may consider as appropriate conditioning for missed practices.) There will be no mandatory practices or contests held on Sunday. **Unless practices are considered "closed,"** Parents/spectators are welcomed at practice sessions. However, please do not interrupt by talking to players or coaches during practice.

Conditioning and preparation for athletic events is essential to preparing an athlete and/or his or her team for competition. When students are absent from practice for reasons other than participation in other school-sponsored activities that have been approved by the coach and/or sponsor, students may be required to undergo makeup conditioning for the days that they missed.

SPECIALIZATION/RECRUITING

1. Specialization in any one sport is discouraged by the Athletic Department.
2. All athletes are encouraged to participate in all sports in which they have an interest.
3. Athletes will not be restricted to any one sport by a coach.
4. Athletes will not be recruited from one sport to another by a coach.
5. Any athlete, parent, or coach suspecting a violation of these rules is asked to notify the Athletic Director at once.

TRANSPORTATION OR TEAM TRAVEL

1. Team members will travel to and from contests on school provided transportation. Athletes may return with their parents if the parents make arrangements with the coach prior to leaving Iowa Park. Students will only be released to the parent or other designated adults in the written request.
2. There will be no gambling, tobacco, drugs, or alcohol allowed on any trip.
3. The coaches will see that teams return to Iowa Park as soon as possible after a contest, especially on school nights. Parents will be told when to expect the team home. From time to time the teams may also stop to eat or stay and watch other games.
4. Athletes should help keep the bus as clean as possible. Coaches will expect them to pick-up around their seat before leaving the bus.
5. Food and drinks are not allowed on the bus unless approved by the coach.
6. Athletes should be on time or be left behind. Unless prior approval of the situation has been approved by the head coach and principal, no athlete will be driven by a parent or drive themselves to a contest and participate in an athletic event.

GROOMING STANDARDS

1. Athletes are expected to be as neat and clean as possible.
2. Male athletes will be clean shaven for contests. Sideburns will not extend past the bottom of the earlobe.
3. Hair coloring or styles that are considered to be for the sole purpose of setting the athlete apart from his/her teammates will not be tolerated. Hair length and style for athletes will be under the direction of the Athletic Director. Failure to cut or style hair will result in the athlete not being able to participate until the hair length or style meets the Athletic Directors approval.
4. Male athletes will not be allowed to have any visible body piercing. (This would include but not be limited to tongue, nose, ear, eyebrow, naval, etc.)
5. Tattoos must be covered.

EQUIPMENT

Athletes will be issued equipment throughout the school year. Each athlete will be responsible for the return of the equipment or payment if lost or stolen. An athlete will also be required to return all issued equipment upon the request of the coach. Prices of all equipment will be replacement costs. All athletes will be issued a locker and a combination lock. Athletes should lock their belongings in their designated locker before, during, and after practice. If a lock is lost a replacement fee will be charged.

ATHLETIC AWARDS

Suitable awards within the rules of the University Interscholastic League will be given to those who show sufficient proficiency and effort in the opinion of the coaches.

Participants in all sports are eligible for consideration for awards. The Athletic Director will have the final say in determining whether a player is to receive a letter jacket or any other award. Attitude, attendance, conduct and other requirements may be used to determine a participant receiving an award. Students may receive only one letter jacket while attending Iowa Park High School, plus a minor award for each additional sport he/she letters in provided that:

1. He/she completes the season as a squad member.
2. He/she is in good standing at the end of the season.
3. Any participant, regardless of quarters (innings, meets, games) played, will receive a regular award provided he/she has been on the squad for 3 years (sophomore, junior, senior years) and has met workout and training requirements.

Varsity Teams

Football

1. Athletes who play sixteen varsity quarters will receive a letter jacket.
2. Any varsity member who does not letter will receive a minor award.
3. Must be academically eligible the entire season.
4. Must finish the year in good standing within the Athletic Department.
5. Managers serving for two years will receive a letter jacket.
6. Must complete the season

Volleyball

1. Must be academically eligible the entire season
2. Must complete the season.
3. Must be on the varsity half of the season.
4. Must finish the year in good standing within the Athletic Department
5. Managers serving for two years will receive a letter jacket.
6. Any varsity team member who does not letter will receive a minor award.

Basketball

1. Must be academically eligible the entire season
2. An athlete who plays one half of all quarters on varsity will receive a letter jacket.
3. Must finish the year in good standing within the Athletic Department
4. Managers serving for two years will receive a letter jacket.
5. Any varsity team member who does not letter will receive a minor award.

Baseball and Softball

1. Must be academically eligible the entire season
2. An athlete who plays one half of total innings for the season will receive a letter jacket.
3. Must finish the year in good standing within the Athletic Department
4. Managers serving for two years will receive a letter jacket.
5. Any varsity team member who does not letter will receive a minor award.

Track and Cross Country

1. Must be academically eligible the entire season
2. An athlete who qualifies for post- season meets will receive a letter jacket.
3. Must finish the year in good standing within the Athletic Department
4. Managers serving for two years will receive a letter jacket.
5. Any varsity team member who does not letter will receive a minor award.

Power Lifting

1. Must be academically eligible the entire season.
2. Must qualify for the regional meet.
 3. Must finish the year in good standing within the Athletic Department.
 4. Managers serving for two years will receive a letter jacket.
 5. Any varsity team member who does not letter will receive a minor award.

Golf and Tennis

1. Must be academically eligible the entire season
2. An athlete who qualifies for post-season tournaments will receive a letter jacket.
3. Must finish the year in good standing within the Athletic Department
4. Managers serving for two years will receive a letter jacket.
5. Any varsity team member who does not letter will receive a minor award.

Junior Varsity and Freshman Teams

A minor award will be awarded to each Jr. Varsity and Freshman team member under the following conditions:

1. That he/she completes the season as a squad member.
2. That he/ she is in good standing at the end of the season.

CHANGING SPORTS

1. From the time a team plays its first scheduled contest, **not including scrimmages**, a student cannot quit or be dismissed from that team and join another team until the first team's season is over. Including practices.
2. Exceptions to this rule may be permitted under these conditions:
 - a. If the athlete has a doctor's statement that he/she drop the first sport for medical reasons and permitting participation in the second sport.
 - b. If both coaches involved and the Athletic Director agree that a mid-season change would be beneficial to the athlete with out being unfair to the individuals of either team.
3. Before an athlete is cleared to go to another sport, he/she must turn in all equipment and pay for lost or damaged equipment.
4. An athlete must not change classes or stop reporting to a sport until notified that the change has officially been made through the coaches involved and Athletic Director.

QUITTING A TEAM

1. When a player decides to quit a team, every effort should be made by the coach to prevent any harassment by players or coaches.
2. Coaches should take the following steps:
 - a. **Discuss reasons for wanting to quit .**
 - b. **Meet with the head coach, parents, and student athlete. ~~Collect all equipment.~~**
 - c. Inform the Athletic Director.
 - d. Keep the student on the roll until the change has become official.

3. Athletes who quit the team will not be allowed to go to another team until the first team's season is completed.
4. If the athlete wants to rejoin the team, that decision will be up to the coach and the Athletic Director or his designee.

CONDUCT EXPECTATIONS

The conduct of an athlete at Iowa Park High School is closely observed in many areas of everyday life. It is important that actions at all times be above reproach. Therefore, some guidelines must be followed by all athletes in our program.

- a. Conduct in competition: The athlete must be gracious in defeat, modest in victory, and maintain complete control at all times.
- b. Conduct at school: The student-athlete should set examples for all students by following rules set forth by the administration and individual teachers.
- c. Conduct on trips: The athlete represents not only him/herself, but also the community, school, coaches, and parents. Therefore it is expected that the athlete will dress and behave in an acceptable manner.

VIOLATIONS

Any violation of the rules shall be cumulative for the entire career of the student from grades 7-8 and again from grades 9-12.

Violations can be designated as "MINOR" or "MAJOR".

Minor violations include, but are not limited to: are generally thought of as mistakes made from time to time. While these mistakes may not pose a problem if they are isolated cases, it is the concern of the Athletic Department

~~that these violations or infractions do not repeat themselves. Minor violations are only monitored when the athlete is on campus or on a school function. These actions are discouraged off campus, but will be the responsibility of the parent to handle these situations.~~

Examples of minor violations:

- Unexcused tardies
- Failure to dress out
- Failure to dress appropriately
- Horse-play
- Loss of equipment
- Failure to demonstrate a good attitude or sportsmanship
- Possessing, smoking, selling, or using tobacco products
- Fighting
- Showing disrespect to a person of authority

Violations not listed will be handled in a fair and consistent manner.

CONSEQUENCES



~~Coaches will review all the facts and circumstances surrounding a particular violation and impose appropriate disciplinary action. Minor violations will carry different consequences depending on the nature of the offense. Coaches will strive for consistency in meeting out punishment. Persistent behavior of minor violations can result in suspension from contest or removal from athletics.~~



MAJOR VIOLATIONS

Major violations include, but are not limited to: demonstrate a problem which needs to be addressed by the Athletic Department immediately. The following rules apply twenty-four hours a day, seven days a week, and three hundred sixty five days of the year for all students participating in extracurricular activities. Students can be found to have violated this policy only on the basis of credible written reports from professional school personnel and law enforcement officials. The school administration along with the athletic director will determine the credibility of the report. Criminal charges or citations filed against a student will automatically be considered credible.¶¶

Examples of Major violations:

- Possessing or using drug paraphernalia¶¶
- Possessing, selling, or delivering to another person look alike drugs or items represented to be drugs or contraband of any kind
- Possessing, selling, giving, delivering to another person, using, or being under the influence of marijuana, alcohol, a controlled substance, or any dangerous drug
- Engaging in conduct that contains the elements of an offense relating to glue, aerosol paint, or volatile, mood altering chemicals
- Attending any event at which underage drinking is occurring or illegal drugs are being used (students will be allowed a slight concession for an amount of time long enough to determine that a violation is occurring and to leave the premises)¶¶
- Attending or being at a place where illegal drugs are being used (students will be allowed a slight concession for an amount of time long enough to determine that a violation is occurring and to leave the premises)

- ~~Riding in a vehicle containing alcohol unless a parent, guardian, or other responsible adult is present and aware of the presence of the alcohol~~
- Stealing
- ~~Any conduct resulting in arrest and/or citations from law enforcement officers (traffic violations will be reviewed by the athletic director to determine if a major violation has occurred)~~
- ~~Threatening to use a firearm or any object determined as being a weapon in a manner that is prohibited by law~~
- Sexual Harassment
- Assault
- Conduct that violates the student code of conduct

Violations not listed but are considered to be major will be handled in a fair and consistent manner

CONSEQUENCES

CONSEQUENCES

Coaches will review all the facts and circumstances surrounding a particular violation and impose appropriate disciplinary action. Violations will carry different consequences depending on the nature of the offense. Coaches will strive for consistency in meeting out punishment. Persistent behavior of minor violations can result in suspension from contest or removal from athletics.

Iowa Park CISD Extracurricular Activities Drug and Alcohol Policy

- Students will be required to adhere to the expectations as specified in the Iowa Park CISD Student Drug Testing Policy.
- If a student is sent to DAEP for a reason that also violates the drug and alcohol policy, the time served in DAEP and their suspension from participation in extracurricular activities will be served commensurately.

In accordance with school policy and state law, cell phones are prohibited during the instructional day, including before and/or after school practices and games. Violations will result in disciplinary action.

~~Students participating in extracurricular activities at Iowa Park CISD are expected to adhere to a high set of standards established to deter the use of drugs and alcohol. Extracurricular students should conduct themselves in a manner that will promote a positive image for all students and Iowa Park CISD.~~

~~Drug and Alcohol Use: The use of drugs or alcohol at any time will be a violation of rules for all extracurricular activities. School related drug and alcohol offenses and substantiated reports from out-of-school offenses will be subject to this policy. Examples of substantiated out-of-school reports include tickets for MHP and MIC.~~

~~Consequences for Drug and Alcohol Violations: All offenses are cumulative for the student's enrollment in a particular campus. This policy does not prevent the school from administering disciplinary consequences for drug and alcohol violations of the student code of conduct. If a student is found to be under the influence or in possession of illegal drugs or alcohol, the school will notify the police and take disciplinary actions against the student.~~

~~First Offense 1. The student shall be suspended from participation in extracurricular activities for 45 school days; and 2. The student shall be required to attend practice during the last 15 school days of the suspension before being allowed to compete.~~

~~Second Offense The student shall be suspended from participation in extracurricular activities for 90 school days.~~

~~Third Offense The student shall no longer be allowed to participate in any extracurricular activity.~~

REMOVAL FROM ATHLETICS

It is the goal of the Iowa Park Athletic Department to develop student-athletes who are willing to behave or conduct themselves in an appropriate manner. If an athlete exhibits a persistent behavior which is contrary to the overall well-being of the program he or she may be removed from the athletic program.

THE ATHLETIC DIRECTOR WILL HAVE THE AUTHORITY AND FINAL SAY IN ANY MATTER CONCERNING AN ATHLETE REMOVED FROM ATHLETICS OR SUSPENDED FROM COMPETITION.

ISS

Students placed in In-School Suspension (ISS) for general misconduct violations will be eligible to practice **outside of after school hours** during the term of their placement. ~~(Make-up running or conditioning will be required for the time missed in the athletic period.)~~ Student-athletes are ineligible to participate in an athletic contest **beginning the first bell of the school day when their placement begins until the last bell on the day when their placement ends.**~~on that day or evening other than practice.~~

AEP

Student-athletes placed in AEP (Alternative Education Program) or Expelled

from the Regular Education Program shall be suspended from all activities for the following time periods:

1st Placement – Suspended from all athletic activities during the

placement period. ~~and for 14 calendar days upon the~~
date the
student-athlete returns to his or her regular campus.*
(The student-athlete ~~shall be required to~~ may practice, but
may not
participate in a contest.)

2nd Placement – Suspended from all athletic activities during the
placement period and for 30 calendar days upon the
date the
student-athlete returns to his or her regular campus.*
(The student-athlete ~~shall be required to~~ may practice,
but may not
participate in a contest.)

3rd and Subsequent Placements – Suspended from all activities
during the placement period and
for one calendar year upon the
date
the student-athlete returns to his
or
her regular campus. *

ASTHMA MEDICATION

A law allows student-athletes with severe asthma to possess and self-administer prescription asthma medication while on school property or at a school sponsored event if:

- **The prescription medication has been prescribed for that student as indicated by the prescription label;**
- **The self-administration is done in accordance with the prescription or written instructions from the student's physician; and**
- **A parent of the student has provided to the school:**
 - a. a signed, written authorization allowing the student to self-administer;**
 - b. a written statement from the student's physician indicating that the student is capable of self-administering, the name and purpose of the medicine, the prescribed dosage, the times at which or circumstances under which the medicine may be administered, and the period for which the medicine is prescribed; and**
 - c. an original container holding the medication is evident.**

DUAL PARTICIPATION

All athletes participating in Iowa Park CISD athletics make a commitment to the team, their teammates and their school. Each program demands the dedication of time and energy of the athlete. Part of this commitment is to be a student first and strive for academic excellence. Another integral part of that commitment is to place the Iowa Park CISD Athletic team above participation in any non-school sanctioned activity and attend all practices and games scheduled by Iowa Park CISD coaches.

If an athlete chooses to miss an Iowa Park Athletic practice because of participation in an activity not under the auspices of Iowa Park CISD, the student-athlete will be suspended for one game. On the second offense, if the athlete chooses the outside activity over a Iowa Park CISD sports practice, then he/she will be removed from the team and not be allowed to be reinstated during that season of that particular sport.

In the event a student-athlete misses a Iowa Park CISD Athletic contest to participate in an activity not under the direction of Iowa Park CISD, the student-athlete will be released

from the team immediately and will not be allowed to be reinstated. Furthermore, the student-athlete will not receive any accolades, awards, or benefits that other team members may receive or enjoy. If a second offense occurs, the student-athlete will be suspended from any athletic participation for the remainder of the school year. The student-athlete may become eligible during the next school year after a meeting with the athlete, parent and coach.

~~College visits and recruiting trips may or may not be approved. These situations need to be discussed in advance and approval given by the Athletic Director so that a violation does not occur.~~

PHYSICAL EXAMINATION

All athletes are required to receive a physical examination prior to competing in their 7th, 9th and 11th grade. They can workout during the period, but not before and after school

PREGNANT STUDENTS

Under Title IX section 20 U.S.C. 1681: 34cfr 106.40 (b), the district shall not discriminate against any student or exclude any student from its educational program if she should become pregnant. The district will abide by the following guideline if a student-athlete should become pregnant:

1. Once a student-athlete finds out she is pregnant, she must have a written release from her doctor stating that she is able to participate in an athletic program. The student-athlete must provide medical consent from a physician at each subsequent visit to the physician.

WEATHER AND RELATED CONDITIONS



~~An educated and informed decision will be made in determining if a practice or a contest can be held when there is a question concerning the weather. No athlete will be put at risk in order to have a practice or play a contest.~~

RELIGIOUS HOLY DAYS

The District shall excuse student-athletes from attending school and extracurricular activities for the purpose of observing religious holy days when it is a tenet of their faith that they must be absent from school during such time and if, before the absence, the parent, guardian, or person having custody or control of the student submits a written request for the excused absence. The District shall excuse the student-athlete for days on which religious holy days are observed and for days on which the student-athlete must travel to and from the site where the holy days will be observed. Excused days for travel shall be limited to not more than one day for travel to and one day of travel from the site where the student-athlete will observe the holy days. Student-athletes excused under this provision shall be allowed a reasonable time to make up the contest(s) or practice(s) missed during the absence. The absence will count as an excused absence with a reasonable amount of time given to make up for any missed practices or contests.

PARENT/COACH RELATIONSHIPS

Both parenting and coaching are very difficult vocations. By establishing an understanding between coaches and parents, both are better to accept the actions of the other and provide a more positive experience for everyone. Parents have the right to know, and understand, the expectations placed on them and their children. Coaches

have the right to know that if parents have a concern, they will discuss it with the coach at the appropriate time and place.

Communication parents should expect from their child's coach:

- 1) Coach's philosophy
- 2) Expectations the coach has for your son or daughter, as well as other players on the team.
- 3) Locations and times of practices and contests.
- 4) Team requirements, i.e., fees, special equipment needed, school & team rules, off-season expectations.
- 5) Procedures that will be followed if your child becomes injured during participation.

Communication coaches expect from parents:

- 1) Concerns regarding their son and daughter expressed directly to the coach at the appropriate time and place.
- 2) Specific concerns in regard to the coach's philosophy and/or expectations.
- 3) Notification of any schedule conflicts well in advance.

As your child becomes involved in interscholastic athletics, they will experience some of the most rewarding moments of their lives. It's important to understand there may be times when things do not go the way you or your child wishes. These are the times discussion with the coach is encouraged.

Appropriate concerns to discuss with a coach:

- 1) The mental and physical treatment of your child.
- 2) What your child needs to do to improve.
- 3) Concerns about your child's behavior.

It is very difficult to accept your child is not playing as much as you may hope. He or she may not be playing the position you wanted them to play, either. Coaches make decisions based on what they believe is in the best interests of all students participating. As you can see from the list above, certain things can be discussed with your child's coach. Other things, such as those listed next, must be left to the discretion of the coach.

Issues NOT appropriate for discussion with you child's coach:

- 1) ~~How much playing time each athlete receives.~~
- 2) Team Strategy.
- 3) Play calling.
- 4) Any situation that deals with other student-athletes.

There are situations that may require a conference between the coach and parent. These are not discouraged, as it is important for each party to have a clear understanding of the others' position. When these conferences are necessary, the following procedure is suggested to help promote a resolution to the issue.

If a parent has a concern to discuss with the coach, the following procedure should be followed:

- 1) Call the coach to set up an appointment.**
- 2) If the coach cannot be reached, call the athletic director or girl's coordinator and ask him or her to set up a meeting with the coach for you.**
- 3) Think about what you expect to accomplish as a result of the meeting.**
- 4) Stick to discussing the facts, as you understand them.**
- 5) Do not confront the coach before, during or after a practice or contest. These can be emotional times for both the parent and coach. Meetings of this nature do not promote resolution of the situation, but often escalate it.**

What should a parent do if the meeting with the coach did not provide a satisfactory resolution?

- 1) Call the athletic director to set up a meeting with the athletic director, coach, and parent present.**
- 2) At this meeting, an appropriate next step can be determined, if necessary.**

Student's involvement in extracurricular activities has been proven to increase their chances of success later in life. We hope this information helps make that experience more enjoyable for everyone involved.

PURSUING VICTORY WITH HONOR¶

Basic Philosophy¶

Winning Is Important¶

Winning is important and trying to win is essential. Without the passionate pursuit of victory much of the enjoyment, as well as the educational and spiritual value, of sports will be lost.¶

¶

Honor Is More Important¶

Sports programs should not trivialize winning or the desire to win. To dismiss victory by saying, "It's only a game" can be disrespectful to athletes and coaches who devote their time to being the best they can be in the pursuit of individual victories, records, championships, and medals. But the greatest value of sports is its ability to enhance and uplift the character of participants and spectators.¶

¶

Ethics Is Essential to True Winning¶

The best strategy to improve sports is not to de-emphasize winning but to more vigorously emphasize that adherence to ethical standards in the honorable pursuit of victory is essential to winning in its true sense. It is one thing to be declared the winner, it is quite another to really win.¶

¶

There Is No True Victory Without Honor¶

Cheating and bad sportsmanship are not options. They rob victory of meaning and replace the high ideals of sport with the petty values of a dog eat dog marketplace. Victories attained in dishonorable ways are hollow and degrade the concept of sport.¶

¶

Ethics and Sportsmanship Are Ground Rules¶

Programs that adopt Pursuing Victory With Honor are expected to take whatever steps necessary to assure that coaches and athletes are committed to principles of ethics and sportsmanship as ground rules governing the pursuit of victory. Their responsibilities to demonstrate and develop good character must never be subordinate to the desire to win. It is never proper to act unethically to win.

¶

¶

Benefits of Sports Come From the Competition, Not the Outcome

¶

Quality amateur sports programs are based on the belief that vital lessons and great value of sports are learned from the honorable pursuit of victory, from the competition itself rather than the outcome.

THE DEFINITION OF SPORTSMANSHIP

¶

Sportsmanship is a character displayed through athletic competition. People of character live by the “Six Pillars of Character,” universal values that can be used to define a good person: trustworthiness, respect, responsibility, fairness, caring, and citizenship. This code applies to the parents of all student athletes involved in interscholastic sports.

¶

TRUSTWORTHINESS

Always pursue victory with honor

Demonstrate and demand scrupulous integrity — Observe and enforce the spirit and letter of rules — Don’t compromise education and character development goals — Don’t engage in or tolerate dishonesty, cheating or dishonorable conduct.

¶

RESPECT

Treat the traditions of the sport and other participants with respect — Don’t engage in or tolerate disrespectful conduct including verbal abuse of opponents and officials, profane

or belligerent “trash talking,” taunting and unseemly celebrations—Win with grace and lose with dignity.¶



RESPONSIBILITIES¶

Be a positive role model and require the same of your student athletes—Further the mental, social and moral development of athletes and teach life skills that enhance personal success and social responsibility.¶



FAIRNESS¶

Adhere to high standards of fair play—Never take unfair advantage—Be open-minded.¶



CARING¶

Assure that the academic, emotional, physical and moral well-being of athletes is always placed above desires and pressure to win.¶



CITIZENSHIP¶

Promote sportsmanship by honoring the rules and goals of the sport—Establish codes of conduct for coaches, athletes, parents and spectators—Safeguard the health of athletes and the integrity of the sport prohibiting the use of alcohol and tobacco—Demand compliance with all laws and regulations, including those relating to gambling and the use of drugs.

BEHAVIOR EXPECTATIONS OF SPECTATORS¶



Remember that you are at the contest to support and cheer for your team, and to enjoy the skill and competition not to intimidate or ridicule the other team or its fans.¶



Remember that school athletics are a learning experience for students and that mistakes are sometimes made. Praise student athletes in their attempt to improve themselves as students, as athletes, and as people, just as you would praise a student working in the classroom.¶¶

¶¶

A ticket is a privilege to observe the contest, not a license to verbally assault others or be generally obnoxious.¶¶

¶¶

Learn the rules of the game, so that you may understand and appreciate why certain situations take place.¶¶

¶¶

Show respect for the opposing players, coaches, spectators and support groups.¶¶

¶¶

Respect the integrity and judgment of game officials. Understand that they are doing their best to help promote the student athlete, and admire their willingness to participate in full view of the public.¶¶

¶¶

Recognize and show appreciation for an outstanding play by either team.¶¶

¶¶

Refrain from the use of any controlled substances (alcohol, drugs, etc.) before, during, and after the game or near the site of the event (i.e. tailgating)¶¶

¶¶

Use only cheers that support and uplift the teams involved.¶¶

¶¶

Be a positive role model at events through your own actions and by censuring those around you whose behavior is unbecoming.¶¶

¶¶

¶¶

~~Game officials can ask that school administrators have unruly fans removed from a contest facility.~~

~~¶~~

~~There is no such thing as a “right” to attend interscholastic athletics. Interscholastic athletics are considered a “privilege” and the spectator who avails themselves of it is expected to conduct himself or herself accordingly.~~

~~¶~~

~~Parents and spectators should be aware that the school can (and will) remove them from the premises due to any type of disruptive behavior. (Disruptive behavior can be defined as but not limited to foul or abusive language, berating of officials, taunting of opposing fans, players or coaches, lack of cooperation with school officials, not remaining in the bleachers, refusing to leave a restricted area, etc.) Spectators may be removed from a Iowa Park CISD event for violation of these rules or any other school rules. Severe violations may result in an immediate ban from future events.~~

~~¶~~

~~Keep in mind that you are a guest of the school, and that while winning is certainly an admirable goal, it is hollow if it comes at the expense of morals, ethics, and just plain common sense.~~

~~¶~~

~~The school is responsible for the behavior of their spectators. The school district can be and will be punished for actions of patrons in violation of UIL standards and rules.~~

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ACKNOWLEDGMENT 2024-2025

A condition for participating in the Iowa Park CISD Athletic Program is to sign an acknowledgment that the student-athlete has read and understands the Athletic Handbook. The student's parent(s) or guardian(s) must also sign an acknowledgment. The acknowledgment states that the signing party understands the consequences for engaging in prohibited conduct.

PLEASE SIGN AND RETURN

DATE _____

GRADE _____

I have read the Iowa Park CISD Athletic Handbook and agree to these rules as a condition for my voluntary participation in Iowa Park CISD Athletics. I understand that failure to do so will result in disciplinary measures related to my athletic participation.

Students Name _____

Students Signature _____

I have read the Iowa Park CISD Athletic Handbook and understand the requirements for my child's voluntary participation in Iowa Park CISD Athletics. I understand the consequences that my child will face if he or she fails to adhere to these rules and agree to such terms. ~~I am aware of the sections dealing with Parent/Coach Relationships, Pursuing Victory with Honor, Definition of Sportsmanship, and Behavior Expectations of Spectators. I agree to abide by the conditions stated therein.~~ I agree to allow my son(s) or daughter(s) name to be printed in the newspaper so they may be recognized for their accomplishments.

Parent(s) or Guardian(s) Name _____

Parent(s) or Guardian(s) Signature _____

Parent(s) or Guardian(s) Name _____

Parent(s) or Guardian(s) Signature _____

Iowa Park ~~Kidwell~~ Elementary Handbook

Kidwell and Bradford Elementary Schools

202~~54~~-202~~65~~



“Home of the Hawks”

Kidwell Elementary

1200 North Third Street

Iowa Park, TX 76367

Bradford Elementary

809 Texowa Road

Iowa Park, TX 76367

(940) 592-4322

(940) 592-5841

~~1200 North Third~~

~~Iowa Park, TX 76367~~

~~(940) 592-4322~~

Board of Education

President
Vice-President
Secretary
Member
Member
Member
Member

Shawn Price
Ken Cooper
~~Keli McCord~~ ~~Greg Deatherage~~
Jeff Rhoades
~~Greg Deatherage~~ ~~Keli McCord~~
~~Randy Catlin~~ ~~Dustin Hostas~~
Brad Green

Administration

Superintendent

Kevin McCasland

~~Kidwell~~ Principal

Ashley Lamb

~~Jennifer Roberts~~

~~Kidwell~~ Assistant Principal

Amanda McLemore

~~Kidwell~~ Counselor ~~Ashley Lamb~~

Cindy Routh

~~Bradford~~ Principal

Jennifer Roberts

~~Bradford~~ Assistant Principal

Kelli Gates

~~Bradford~~ Counselor

Brandy Rhoades

~~Cindy Routh~~

School Telephone Numbers

~~Kidwell~~ ~~Elementary School~~ 592-4322

~~Kidwell~~ Fax 592-2487

~~Bradford~~ Elementary 592-5841

~~Bradford~~ Fax 592-2059

Administration Building 592-4193

High School 592-2144

WF George Middle School 592-2196

~~Bradford~~ Elementary 592-5841

School/City Tax Office 592-5082

This handbook is not intended to be a complete representation of the Iowa Park Consolidated Independent School District policy. Complete and official copies are a matter of public record. Copies are located in the offices of the Superintendent and the building principals, as well as on the school website, www.ipcisd.net.

A school calendar is available at www.ipcisd.net; or a detailed, monthly calendar of events, go to the Kidwell and/or Bradford homepage. Parents can sign up for e-alerts for more information.

Principal's Message

Dear Parents and Students,

Welcome to ~~the Iowa Park~~Kidwell Elementary ~~Schools~~. As we kick off another school year, ~~we~~ would like to express ~~our~~my gratitude to each of you for choosing our school ~~system~~ for ~~your or~~ your child's education. It is a joy and honor to be a part of your lives. ~~We~~ hope your first days are exciting and joyful and that many positive memories are made.

The ~~Iowa Park~~Kidwell Elementary ~~Handbook~~ is prepared for the use and guidance of each student ~~at~~in Kidwell ~~and Bradford~~ Elementary and his or her parents. It has been designed in a manner to allow students, faculty, and patrons to become better acquainted with the general operation, activities, curriculum, rules, and regulations of ~~the Iowa Park~~Kidwell Elementary ~~Schools~~. We hope the ~~Kidwell~~ Handbook will help each student make the best possible use of his or her school year and ~~that~~he or she will develop to the fullest potential.

We welcome your input and participation in our daily processes and in the development of our students. If we can be of assistance, please let us know. ~~We hope~~~~we~~hope you all have a great school year!

*Jennifer Roberts
and Ashley Lamb*

Kidwell Elementary School Contact Information

➤ Ashley Lamb~~Jennifer Roberts~~, Principal

1200 North Third

Iowa Park, Texas 76367

940-592-4322

940-592- 2487 (fax)

Email: alamb@ipcisd.net~~jroberts@ipcisd.net~~

➤ Amanda McLemore~~Ashley Lamb~~, Assistant Principal

1200 North Third

Iowa Park, Texas 76367

940-592-4322

940-592- 2487 (fax)

Email: arosenberger@ipcisd.net~~alamb@ipcisd.net~~

➤ Cindy Routh, Counselor

1200 North Third

Iowa Park, Texas 76367

940-592-4322

940-592-2487 (fax)

Email: crouth@ipcisd.net

Bradford Elementary School Contact Information

➤ Jennifer Roberts, Principal

809 Texowa Road
Iowa Park, Texas 76367
940-592-5841
940-592- 2059 (fax)
Email:jroberts@ipcisd.net

➤ Kelli Gates, Assistant Principal

809 Texowa Road
Iowa Park, Texas 76367
940-592-5841
940-592- 2059 (fax)
Email:kgates@ipcisd.net

➤ Brandy Rhoades, Counselor

809 Texowa Road
Iowa Park, Texas 76367
940-592-5841
940-592- 2059 (fax)
Email:brhoades@ipcisd.net

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PREFACE

To Students and Parents:

Welcome to a new school year! Education is a team effort, and we know that students, parents, teachers, and other staff members all working together will make this a successful year for our students.

The ~~Iowa Park~~~~Kidwell~~ Elementary Student Handbook is a general reference guide that is divided into two sections:

Section One: Parental Rights describes certain parental rights as specified in state or federal law.

Section Two: Other Important Information for Parents and Students is organized alphabetically by topic. Where applicable, the topics are further organized by grade level.

Note: Unless otherwise noted, the term “parent” refers to the parent, legal guardian, any person granted some other type of lawful control of a student, or any other person who has agreed to assume school-related responsibility for a student.

The Iowa Park School District provides students a quality education soaring with Hometown Pride! The mission of Iowa Park CISD is to ensure our students the best educational experience of any North Texas school district. We will provide a well-rounded school experience in a safe environment that will prepare our graduates to attain their life goals.

In pursuing that mission, IPCISD emphasizes both academic and non-academic aspects of the public school experience, excelling in both. Iowa Park students have excelled in and out of the classroom; always representing the school and community with a unique character we call ... HAWK PRIDE!

Both students and parents must be familiar with the Iowa Park CISD Student Code of Conduct, which is a document adopted by the board and intended to promote school safety and an atmosphere for learning. That document may be found at the back of this handbook or online at www.ipcisd.net.

The student handbook is a general reference guide and is designed to be in harmony with board policy and the Student Code of Conduct. Please be aware that it is not a complete statement of all policies, ~~procedures~~~~procedure~~, or rules that may be applicable in a given circumstance.

In case of conflict between board policy or the Student Code of Conduct and any provisions of student handbooks, the provisions of board policy or the Student Code of Conduct that were most recently adopted by the board are to be followed.

Also, please be aware that the handbook is updated yearly, while policy adoption and revision may occur throughout the year. Changes in policy or other rules that affect Student Handbook provisions will be made available to students and parents through newsletters or other communications. The district reserves the right to modify provisions of the Student Handbook at any time, whenever it is deemed necessary. Notice of any revision or modifications will be given as is reasonably practical under the circumstances.

Although the Student Handbook may refer to rights established through law or district policy, the Student Handbook does not create any additional rights for students and parents. It does not, nor is it intended to, create contractual or legal rights between any student or parent and the district.

We encourage parents to review the entire handbook with their children and keep it as a reference during this school year. If you or your child has questions about any of the material in this handbook, please contact the principal.

A hard copy of either the Student Code of Conduct or Student Handbook can be requested at Kidwell Elementary located at 1200 N. Third Street and/or Bradford Elementary located at 809 Texowa Road.=-

[See Obtaining Information and Protecting Student Rights on page 18 and Directory Information on page 17 for more information.]

References to board policy codes are included for ease of reference. The hard copy of the district's official policy manual is available for review in the district administration office, and an unofficial electronic copy is available at www.ipcisd.net.

The policy manual includes:

- Legally referenced legal policies that contain provisions from federal and state laws and regulations, case law, and other legal authorities that provide the legal framework for school districts
- Board-adopted local policies that articulate the board's choices and values regarding district practices

For questions about the material in this handbook, please contact:

Ashley Lamb~~Jennifer Roberts~~

Kidwell Principal

1200 N. Third St.

~~alamb@ipcisd.net jroberts@ipcisd.net~~

940 592-4322

Jennifer Roberts

Bradford Principal

809 Texowa Rd.

~~jroberts@ipcisd.net~~

940-592-5841

Please note that references to alphabetical policy codes are included so that parents can refer to current board policy. A copy of the District's policy manual is available for review in the superintendent's office or online at www.ipcisd.net.

Complete and return to the student's campus the following forms (provided in the forms packet distributed at the beginning of the year or upon enrollment):

- Acknowledgment of Electronic Distribution of Student Handbook]
- Notice Regarding Directory Information and Parent's Response Regarding Release of Student Information

Nondiscrimination Statement

District policy prohibits discrimination on the basis of race, color, national origin, sex, or handicap in its vocational programs, services or activities, and provides equal access to the Boy Scouts and other designated youth groups as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended.

District policy also prohibits discrimination on the basis of race, color, national origin, sex, handicap, or age in its employment practices as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975, as amended; and Section 504 of the Rehabilitation Act of 1973, as amended.

The district will take steps to assure that lack of English language skills will not be a barrier to admission or participation in all educational and vocational programs.

For more information about your rights or grievance procedures, contact the Title IX coordinator and the ADA/Section 504 coordinator.

In its efforts to promote nondiscrimination and as required by law, the district does not discriminate on the basis of race, religion, color, national origin, gender, sex, disability, age, or any other basis prohibited by law in providing education services, activities, and programs, including Career and Technical Education (CTE) programs. The district provides equal access to the Boy Scouts and other designated youth groups.

In accordance with Title IX, the district does not and is required not to discriminate on the basis of sex in its educational programs or activities. The requirement not to discriminate extends to admission and employment. Inquiries about the application of Title IX may be referred to the district's Title IX Coordinator (see below), to the Assistant Secretary for Civil Rights of the Department of Education, or both.

Other federal laws that prohibit discrimination include Title VI, Section 504, the Age Discrimination Act, the Boy Scouts Act, and Title II.

The district has designated and authorized the following employee as the Title IX Coordinator to address concerns or inquiries regarding discrimination on the basis of sex, including sexual harassment, sexual assault, dating violence, domestic violence, stalking, or gender-based harassment: Kevin McCasland, Superintendent, 1513 West Highway, Iowa Park, Texas 76367, 940-592-4193, kmccasland@ipcisd.net. Reports can be made at any time and by any person, including during non-business hours, by mail, phone, or email. During district business hours, reports may also be made in person. Upon the district receiving notice or an allegation of sex-based harassment, the Title IX Coordinator will promptly respond in accordance with the process described at FFH (LOCAL).

The following district representatives have been designated to address concerns or inquiries about other kinds of discrimination:

- For concerns regarding discrimination on the basis of disability, see the ADA/Section 504 Coordinator: Cindy Teichman, District Services Coordinator, 1513 West Highway, Iowa Park, Texas 76367, 940-592-4193.
- For the other concerns regarding discrimination, see the superintendent: Kevin McCasland, 1513 West Highway, Iowa Park, Texas 76367, 940-592-4193, kmccasland@ipcisd.net.

[See policies FB, FFH, and GKD for more information.]

Accessibility

If you have difficulty accessing this handbook because of a disability, please contact:

Cindy Teichman, District Services Coordinator, 1513 West Highway, Iowa Park, Texas 76367, 940-592-4193.

The following District staff members have been designated to coordinate compliance with these requirements:

➤ **Title IX Coordinator, for concerns regarding sex discrimination:**

Superintendent – Kevin McCasland

328 E. Highway

Iowa Park, TX 76367

940-592-4193

➤ **Section 504 Coordinator, for concerns regarding disability discrimination:**

Superintendent – Kevin McCasland

328 E. Highway

Iowa Park, TX 76367

940-592-4193

➤ **All other concerns regarding discrimination:**

See the superintendent Kevin McCasland 940-592-4193.

SECTION I

Parent Involvement and General Operating Guidelines

PARENT INVOLVEMENT

Working Together

Both experience and research tell us that a child's education succeeds best when there is a strong partnership between home and school, a partnership that thrives on communication. Your involvement in this partnership may include:

- Encouraging your child to put a high priority on education and working with your child on a daily basis to make the most of the educational opportunities the school provides. Ensure that your child completes all homework assignments and special projects. Be sure your child comes to school each day prepared, rested, and ready to learn.
- Becoming familiar with all of your child's school activities and with the academic programs, including special programs, offered in the District. Discuss with the counselor or principal any questions you may have about the options and opportunities available to your child. Monitor your child's academic progress and contact teachers as needed. [See **Academic Counseling** on page 28 and **Academic Programs** on page 44.]
- Checking Skyward Online Grading Program for student grades, assignments, attendance, and lunch information.
- Attending scheduled conferences and requesting additional conferences as needed. To schedule a dating telephone or in-person conference with a teacher, counselor, or principal, please call the **Kidwell** school office at 940-592-4322 or the **Bradford** school office at 940-592-5841 for an appointment. The teacher will usually return your call or meet with you during his or her conference period or before or after school. [See **Report Cards/Progress Reports and Conferences** on page 42.]
- Signing and following through with the Home/School Compact
- Participating in campus parent organizations.
- Offering to serve as a parent representative on the District-level or campus-level planning committees assisting in the development of educational goals and plans to improve student achievement. For further information, see policies at BQA and BQB, and contact the principal.
- Offering to serve on the School Health Advisory Council, assisting the District in ensuring local community values are reflected in health education instruction. [See policies BDF, EHAA, FFA and **School Health Advisory Council** on page 58.]
- Begin aware of the school's ongoing bullying and harassment prevention efforts.
- Contacting school officials if you are concerned with your child's emotional or mental well-being.
- Attending board meetings to learn more about District operations. [See policies BE and BED for more information.] The calendar for board meetings can be found at www.ipcisd.net. An agenda for regular or special meeting is posted no later than 72 hours before each meeting at www.ipcisd.net.

Obtaining Information and Protecting Student Rights

Your child will not be required to participate without parental consent in any survey, analysis, or evaluation—funded in whole or in part by the U.S. Department of Education—that concerns:

- Political affiliations or beliefs of the student or the student's parent.
- Mental or psychological problems of the student or the student's family.
- Sexual behavior or attitudes.

- Illegal, antisocial, self-incriminating, or demeaning behavior.
- Critical appraisals of individuals with whom the student has a close family relationship.
- Relationships privileged under law, such as relationships with lawyers, physicians, and ministers.
- Religious practices, affiliations, or beliefs of the student or parents.
- Income, except when the information is required by law and will be used to determine the student's eligibility to participate in a special program or to receive financial assistance under such a program.

You will be able to inspect the survey or other instrument and any instructional materials used in connection with such a survey, analysis, or evaluation. [For further information, see policy EF.]

“Opting Out” of Surveys and Activities

As a parent, you also have a right to receive notice of and deny permission for your child's participation in:

- Activities involving the collection, disclosure or use of personal information gathered from the child for the purpose of marketing, selling or otherwise disclosing that information to others.
- Any non-emergency, invasive physical examination or screening required as a condition of attendance, administered and scheduled by the school in advance and not necessary to protect the immediate health and safety of the student. **Exceptions are hearing, vision, or scoliosis screenings, or any physical exam or screening permitted or required under state law. See policies EF and FFAA.**

As a parent, you may inspect a survey created by a third party before the survey is administered or distributed to your child.

Consent to Display a Student's Original Words and Personal Information

Teachers may display students' work, which may include personally identifiable student information, in classrooms or elsewhere on campus as recognition of student achievement. However, the district will seek parental consent before displaying students' artwork, special projects, photographs taken by students, and other original works of the district's website, a website affiliated or sponsored by the district, such as a campus or classroom website, and in district publications, which may include printed material, videos, or other methods of mass communication.

As a parent, you also have a right:

- To request information regarding the professional qualifications of your child's teachers, including whether the teacher has met state qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction; whether the teacher has an emergency permit or other provisional status for which state requirements have been waived; and whether the teacher is currently teaching in the field of discipline of his or her certification. You also have the right to request information about the qualifications of any paraprofessional who may provide services to your child.
- To review teaching materials, textbooks, and other teaching aids and instructional materials used in the curriculum and to examine tests that has been administered to your

child whether instruction is delivered in person, virtually or remotely. The district will provide login credentials to each student's parent for any learning management system or online learning portal used in instruction to facilitate parent access and review a file. You are also entitled to request that the school allow your child to take home any instructional materials used by the student. If the school determines that sufficient availability exists to grant the request, the student must return the materials at the beginning of the next school day if requested to do so by the child's teacher.

- To inspect a survey created by a third party before the survey is administered or distributed to your child.
- To review your child's student records when needed. These records include:
 - Attendance records,
 - Test scores,
 - Grades,
 - Disciplinary records,
 - Counseling records,
 - Psychological records,
 - Applications for admission,
 - Health and immunization information,
 - Other medical records,
 - Teacher and counselor evaluations,
 - Reports of behavioral patterns,
 - State assessment instruments that have been administered to your child, and
 - Teaching materials and tests used in your child's classroom.
- **[See Student Records on page 24.]**
- To grant or deny any written request from the District to make a videotape or voice recording of your child. State law, however, permits the school to make a videotape or voice recording without parental permission for the following circumstances:
 - When it is to be used for school safety;
 - When it relates to classroom instruction or a co-curricular or extracurricular activity; or
 - When it relates to media coverage of the school.
- To remove your child temporarily from the classroom, if an instructional activity in which your child is scheduled to participate conflicts with your religious or moral beliefs. The removal cannot be for the purpose of avoiding a test and may not extend for an entire semester. Further, your child must satisfy grade-level and graduation requirements as determined by the school and by the Texas Education Agency.
- To request that your child be excused from participation in the daily recitation of the Pledge of Allegiance to the United States flag and the Pledge of Allegiance to the Texas flag. The request must be in writing. State law does not allow your child to be excused from participation in the required minute of silence or silent activity that follows. **[See Pledges of Allegiance and a Minute of Silence on page 19 and policy EC.]**
- To request that your child be excused from recitation of a portion of the Declaration of Independence. State law requires students in social studies classes in grades 3–12 to

recite a portion of the text of the Declaration of Independence during Celebrate Freedom Week unless (1) you provide a written statement requesting that your child be excused, (2) the District determines that your child has a conscientious objection to the recitation, or (3) you are a representative of a foreign government to whom the United States government extends diplomatic immunity. [See policy EHBK]

- Consent to instruction on prevention of child abuse, family violence, dating violence, and sex trafficking at least 14 days before the instruction will begin.
- To request in writing, if you are a non-custodial parent, that you be provided for the remainder of the school year a copy of any written notice usually provided to a parent related to misconduct that may involve placement in a Disciplinary Alternative Education Program (DAEP) or expulsion. See policies FL(LEGAL) and (LOCAL), FO(LEGAL), and the Student Code of Conduct.

Objecting to the Release of Directory Information

The Family Educational Rights and Privacy Act, or FERPA, permits the district to disclose appropriately designated “directory information” from a child’s education records without written consent. “Directory information” is information that is generally not considered harmful or an invasion of privacy if released.

The district has identified the following as directory information: student name; address; telephone listing; electronic mail address; photograph; date and place of birth; major field of study; degrees, honors, and awards received; dates of attendance; grade level; most recent educational institution attended; participation in officially recognized activities and sports; and weight and height of members of athletic teams. Examples include a student’s photograph for publication in the school yearbook; a student’s name and grade level for purposes of communicating class and teacher assignment; the name, weight, and height of an athlete for publication in a school athletic program; a list of student birthdays for generating school wide or classroom recognition; a student’s name and photograph posted on a district-approved and district-managed social media platform; and the names and grade levels of students submitted by the district to a local newspaper or other community publication to recognize the A/B honor roll for a specific grading period. Directory information will be released to anyone who follows procedures for requesting it.

However, a parent or eligible student may object to the release of a student’s directory information. Any objection must be made in writing to the principal within ten school days of your child’s first day of instruction.

Directory Information for School-Sponsored Purposes

The District often requires the use of student information for the following school-sponsored purposes including yearbook, the local newspaper, recognition activities, and the school website.

For these specific school-sponsored purposes, the District would like to use the student's name, picture, honors received, participation in recognized activities and sports, and grade level. This information will not be released to the public without the consent of the parent or eligible student.

Unless you object to the use of your child's information for these limited purposes, the school will not need to ask your permission each time the District wished to use this information for the school-sponsored purposes listed.

Your child's school will request that you provide contact information, such as your current phone number and e-mail address, in order for the school to communicate items specific to your child, your child's school, or the district. If you consent to receive such information through a landline or wireless phone, please ensure that you notify the school office immediately upon change in or disconnection of your phone number. The district or school may generate automated or pre-recorded messages, text messages, or real-time phone or e-mail communication, so prompt notification of any change in contact information will be crucial to maintain timely communication with you. Standard messaging rates of your phone carrier may apply. If you have specific requests or needs related to how the district contacts you, please contact the counselor.

Release of Student Information to Military Recruiters and Institutions of Higher Education

The district is required by federal law to comply with a request by a military recruiter or an institution of higher education for students' names, addresses, and telephone listings, unless parents have advised the district not to release their child's information without prior written consent. A form is available for you to complete if you do not want the district to provide this information to military recruiters or institutions of higher education.

Visitors Participating in Special Programs for Students

On various days the District invites representatives from colleges and universities and other higher education institutions, prospective employers, service organizations, inspirational groups, health organizations, and military recruiters to present information to students. All visiting groups are approved by the principal and/or superintendent.

The Protection of Pupil Rights Amendment (PPRA) provides parents certain rights regarding participation in surveys, the collection and use of information for marketing purposes, and certain physical exams.

A parent has the right to consent before a student is required to submit to a survey funded by the U.S. Department of Education that concerns any of the following protected areas:

- Political affiliations or beliefs of the student or the student's parents;
- Mental or psychological problems of the student or the student's family;
- Sex behavior or attributes;
- Illegal, antisocial, self-incriminating, or demeaning behavior;
- Critical appraisals of individuals with whom the student has a close family relationship;
- Legally recognized privileged relationships, such as with lawyers, doctors, and ministers;
- Religious practices, affiliations, or beliefs of the student or parent; or
- Income, except when the information is required by the law and will be used to determine the student's eligibility for a program.

A parent can inspect the survey or other instrument and any corresponding instructional materials used in connection with such a survey. (See policy EF(LEGAL) for more information.)

Parent Contact Information

A parent is legally required to provide in writing the parent's contact information, including address, phone number, and email address.

A parent must provide the contact information to the district upon enrollment and again within two weeks after the beginning of each following school year while the student is enrolled in the district.

If the parent's contact information changes during the school year, the parent must update the information in writing no more than two weeks after the date the information changes.

A parent may update contact information by contacting the Kidwell and/or Bradford Elementary secretaries at:

Kidwell Secretary

Debra Payton

dpayton@ipcisd.net

940-592-4322

Bradford Secretary

Ginger Hodges

ghodges@ipcisd.net

940-592-2059

Automated Nonemergency Communications

Your child's school periodically sends information by automated or pre-recorded messages, text messages, or real-time phone or email communications that are closely related to the school's mission and specific to your child, your child's school, or the district.

Standard messaging rates of your wireless phone carrier may apply.

If you do not wish to receive such communications, please contact your child's principal.

Granting Permission to Video or Audio Record a Student

State law permits the school to make a video or voice recording without parental permission when the recording is to be used for:

- School safety;
- Classroom instruction or a co-curricular or extracurricular activity; or
- Media coverage of the school.
- Promotion of student safety as provided by law for a student receiving special education services in certain settings.

In other circumstances, the district will seek written parental consent before making a video or voice recording of a student.

The district will seek parental consent through a written request before making any video or voice recording of your child not otherwise allowed by law.

Please note that parents and visitors to a classroom, both virtual and in person, may not record video or audio or take photographs or other still images without permission from the teacher or other school officials.

Limiting Electronic Communications with Students by District Employees

Teachers and other approved employees are permitted by the district to use electronic communication with students within the scope of the individual's professional responsibilities, as described by district guidelines. For example, a teacher may set up a social networking page for his or her class that has information related to class work, homework, and tests. As a parent, you are welcome to join or become a member of such a page.

However, text messages sent to an individual student are only allowed if a district employee with responsibility for an extracurricular activity needs to communicate with a student participating in the extracurricular activity.

The employee is required to include the student's parent as a recipient on all text messages.

If you prefer that your child not receive any one-to-one electronic communications from a district employee, or if you have questions related to the use of electronic media by district employees, please contact the campus principal. At our elementary schools, our Kidwell-Elementary staff will never communicate with students directly. They will only communicate directly with parents through the Remind App.

Requesting Notices of Certain Student Misconduct to Noncustodial Parent

A noncustodial parent may request in writing that he or she be provided, for the remainder of the school year, a copy of any written notice usually provided to a parent related to his or her child's

misconduct that may involve placement in a disciplinary alternative education program (DAEP) or expulsion. [See policy FO(LEGAL) and the Student Code of Conduct.]

Prohibiting the Use of Corporal Punishment

Corporal punishment—spanking or paddling the student—may be used as a discipline management technique in accordance with the Student Code of Conduct and policy FO(LOCAL) in the district’s policy manual.

Our practice, at Kidwell and Bradford Elementary, is to contact parents and give one swat. The intent is to redirect, not to injure. Extreme care and consideration is used when corporal punishment is applied. All corporal punishment involves a staff witness and is done discretely. Only the campus principal may apply corporal punishment.

If you do not want corporal punishment to be administered to your child as a method of student discipline, please submit a written statement to the campus principal stating this decision. This signed statement must be submitted each school year.

You may choose to revoke this request at any time during the year by providing a signed statement to the campus principal. However, district personnel may choose to use discipline methods other than corporal punishment even if the parent requests that this method be used on the student.

Please note that if the district is made aware that a student is in temporary or permanent conservatorship (custody) of the state, through foster care, kinship care, or other arrangements, corporal punishment will not be administered, even when a signed statement prohibiting its use has not been submitted by the student’s caregiver or caseworker.

Safety Transfers/Assignments

As a parent, you may:

- Request the transfer of your child to another classroom or campus if your child has been determined by the district to have been a victim of bullying, which includes cyberbullying as the term is defined by Education Code 37.0832. Transportation is not provided for a transfer to another campus. See the superintendent for information.
- Consult with the district administrators if your child has been determined by the district to have engaged in bullying and the board decides to transfer your child to another classroom or campus. Transportation is not provided in this circumstance.
[See Bullying on page 71, policy FDB, and policy, FFI.]
- Request the transfer of your child to attend a safe public school in the district if your child attends school at a campus identified by TEA as persistently dangerous or your child has been a victim of a violent criminal offense while at school or on school grounds. Unsafe School Choice Option
(<http://tea.texas.gov/finance-and-grants/grants/essa-program/unsafe-school-choice-option>)
- Request the transfer of your child to another campus (or a neighboring district) if your child has been the victim of a sexual assault by another student assigned to the same campus, whether the assault occurred on or off campus, and that student has been

convicted of placed on deferred adjudication for that assault. [If the victim does not wish to transfer, the district will transfer the assailant in accordance with policy FDE].

- The board or its designee must comply with a parent's request to transfer a student who has been the victim of bullying to another classroom.

Reciting a Portion of the Declaration of Independence in Grades 3-12

You may request that your child be excused from recitation of a portion of the Declaration of Independence. State law requires students in social studies classes in grades 3-12 to recite a portion of the text of the Declaration of Independence during Celebrate Freedom Week unless 1) you provide a written statement requesting that your child be excused, 2) the district determines your child has a conscientious objection to the recitation, or 3) you are a representative of a foreign government to whom the United States government extends diplomatic immunity. [See policy EHBK(Legal)]

Reciting the Pledges to the U.S. and Texas Flags

As a parent, you may request that your child be excused from participation in the daily recitation of the Pledge of Allegiance to the United States flag and the Pledge of Allegiance to the Texas flag. The request must be in writing. State law does not allow your child to be excused from participating in the required minute of silence or silent activity that follows.

A minute of silence will follow recitation of the pledges. Each student may choose to reflect, pray, meditate, or engage in any other silent activity so long as the silent activity does not interfere with or distract others. State law does not allow your child to be excused from participation in the required minute of silence or silent activity that follows. [See policy EC(Legal) for more information.]

In addition, state law requires that each campus provide for the observance of one minute of silence at the beginning of the first class period when September 11 falls on a regular school day in remembrance of those who lost their lives on September 11, 2001.

Religious or Moral Beliefs

You may remove your child temporarily from the classroom if an instructional activity in which your child is scheduled to ~~participate in conflicts~~ ~~participate in conflicts~~ with your religious or moral beliefs. The removal cannot be for the purpose of avoiding a test and may not extend for an entire semester. Further, your child must satisfy grade-level and graduation requirements as determined by the school and by state law.

Prayer

Each student has a right to individually, voluntarily, and silently pray or meditate in school in a manner that does not disrupt instructional or other activities of the school. The school will not encourage, require, or coerce a student to engage in or to refrain from such prayer or meditation during any school activity.

Celebrations

Although a parent or grandparent is not prohibited from providing food for a school-designated function or for children in the child's or grandchild's classroom for his or her birthday, please be

aware that children in the school may have severe allergies to certain food products. Therefore, it is imperative to discuss this with the child's teacher prior to bringing any food in this circumstance. All outside food must be store bought. No homemade items are permitted.

Accident Insurance

Soon after school opens, parents will have the opportunity to purchase low-cost accident insurance that would help meet medical expenses in the event of injury to their child.

Multiple Birth Siblings

As a parent, if your children are multiple birth siblings (e.g., twins, triplets, etc.) assigned to the same grade and campus, you may request that they be placed either in the same classroom or in separate classrooms. Your written request must be submitted no later than the 14th day after the enrollment of your children. [See FDB(LEGAL).]

Special Programs

The District provides special programs for gifted and talented students, students who are homeless, bilingual students, migrant students, students with limited English proficiency, dyslexic students, and students with disabilities. The coordinator of each program can answer questions about eligibility requirements, as well as programs and services offered in the District or by other organizations. A student or parent with questions about these programs should contact the Kidwell Counselor's office.

A student who has or is at risk for dyslexia or a related reading difficulty is eligible to participate in the Texas State Library and Archives Commission's Talking Book Program, which provides audiobooks free of charge to qualifying Texans with visual, physical, or reading disabilities.

Emergent Bilingual Students

A student, who is an emergent bilingual student, is entitled to receive specialized services from the district. To determine whether the student qualifies for services, a Language Proficiency Assessment Committee (LPAC) will be formed, which will consist of both district personnel and at least one parent representative. The student's parent must consent to any services recommended by the LPAC for an emergent bilingual student. However, pending the receipt of parental consent or denial of services, an eligible student will receive the services to which the student is entitled and eligible.

In order to determine a student's level of proficiency in English, the LPAC will use information from a variety of assessments. If the student qualifies for services, and once a level of proficiency has been established, the LPAC will then designated instructional accommodations or additional special programs that the student will require to eventually become proficient at grade level work in English. Ongoing assessments will be conducted to determine a student's continued eligibility for the program.

The LPAC will also determine whether certain accommodations are necessary for any state-mandated assessments. The STAAR L may be administered to an emergent bilingual student or for a student up to grade 5 a Spanish version of STAAR. In limited circumstances, a student's LPAC may exempt the student from an otherwise required state-mandated assessment or may waive certain graduation requirements related to the

English I EOC assessment. The Texas English Language Proficiency Assessment System (TELPAS) will also be administered to emergent bilingual students who qualify for services.

If a student is considered an emergent bilingual student and receives special education services because of a qualifying disability, the student's ARD committee will make instructional and assessment decisions in conjunction with the LPAC.

Students Who Are Homeless

A parent is encouraged to inform the district if his or her child is experiencing homelessness. District staff can share resources that may be able to assist families.

A student, who are homeless, will be provided flexibility regarding certain district provisions, including:

- Proof of residency requirements
- Immunization requirements
- Educational program placement, if the student is unable to provide previous academic records, or misses an application deadline during a period of homelessness;
- Credit by examination opportunities
- Assessment of the student's available records to determine transfer of credit for subjects and courses taken before the student's enrollment in the district;
- Awarding partial credit when a student passes only one half of a two-half course;
- Eligibility requirements for participation in extracurricular activities; and
- Graduation requirements.

If a student in grade 11 or 12 is homeless and transfers to another school district but does not meet the graduation requirements of the receiving district, the student can request to receive a diploma from the previous district if he or she meets the criteria to graduate from the previous district.

Federal law allows a student who is homeless to remain enrolled in the "school of origin" or to enroll in a new school in the attendance area where the student is currently residing.

A student or parent who is dissatisfied by the district's eligibility, school selection, or enrollment decision may appeal through policy FNG(LOCAL). The district will expedite local timelines, when possible, for prompt dispute resolution.

For more information on services for homeless students, contact the district's Liaison for Homeless Children and Youths,

Kevin McCasland

Superintendent

1513 West Highway, Iowa Park, Texas 76367,

kmccasland@ipcisd.net



940-592-4193.

Students in the Conservatorship of the State (Foster Care)

In an effort to provide educational stability, the district will provide enrollment and registration assistance, as well as other educational services throughout the student's enrollment, to any student who is currently placed or newly placed in foster care (temporary or permanent custody of the state, sometimes referred to as substitute care).

A student who is currently in the conservatorship (custody) of the state and who is moved outside of the district or school's attendance boundaries, or who is initially placed in the conservatorship of the state and who is moved outside the district's or school's boundaries, is entitled to continue in enrollment at the school he or she was attending prior to the placement or move until the student reaches the highest-grade level at the particular school.

Please contact the superintendent, who has been designated as the district's liaison for children in the conservatorship of the state, at 592-4193 with any questions.

Children of Military Families

The Interstate Compact on Educational Opportunities for Military Children (<https://www.dodea.edu/education/partnership-and-resources/military-interstate-compact>) entitles children of military families to flexibility regarding certain district and state requirements, including:

- Immunization requirements.
- Grade level, course, or educational program placement.
- Eligibility requirements for participation in extracurricular activities.
- Graduation requirements.

In addition, absences related to a student visiting with his or her parent, including a stepparent or legal guardian, who has been called to active duty for, is on leave from, or is returning from a deployment of at least four months will be excused by the district. The district will permit no more than five excused absences per year for this purpose. For the absence to be excused, the absence must occur no earlier than the 60th day before deployment or no later than the 30th day after the parent's return from deployment.

Additional information may be found at Military Family Resources at the Texas Education Agency. (<https://tea.texas.gov/about-tea/other-services/military-family-resources>)

Gifted and Talented Services

In an effort to meet the individual needs of all students enrolled in Iowa Park Consolidated Independent School District, the district maintains an Advanced Academic Program (Gifted and Talented). Qualifying students who evidence exceptional intellectual capacity are provided special learning opportunities for extension of classroom instruction. GT students are formally identified through a battery of tests and documentation, before enrolling in this program. All IPCISD teachers are trained in differentiated instruction and attend annual GT

training. Screening for this program is done annually in the spring. For more information contact the school counselor

Parents of Students with Disabilities with Other School-Aged Children in the Home

If a student is receiving special education services at a campus outside his or her attendance zone, the parent or guardian may request that any other student residing in the household be transferred to the same campus, if the appropriate grade level for the transferring student is offered on that campus. However, the district is not required to provide transportation to the other children in the household. The parent or guardian should speak with the principal of the school regarding transportation needs prior to requesting a transfer for any other children in the home. [See policy FDB(LOCAL).]

A Student Who Has Learning Difficulties or Who Needs Special Education or Section 504 Services

For those students who are having difficulty in the regular classroom, all school districts must consider tutorial, compensatory, and other academic or behavior support services that are available to all students, including a process based on Response to Intervention (RTI), https://tea.gov/Academics/Special_Student_Populations/Special_Education/Programs_and_Services/Response_to_Intervention).

The implementation of RTI has the potential to have a positive impact on the ability of districts to meet the needs of all struggling students. If a student is experiencing learning difficulties, his or her parent may contact the individuals listed below to learn about the school's overall general education referral or screening system for support services. This system links students to a variety of support options, including making a referral for a special education evaluation or for a Section 504 evaluation to determine whether the student needs specific aids, accommodations, or services. A parent may request an evaluation for special education or Section 504 services at any time.

Special Education Referrals

If a parent makes a written request or verbal request for an initial evaluation for special education services to the director of special education services or to a district administrative employee of the school district, the district must respond no later than 15 school days after receiving the request. At that time, the district must give the parent prior written notice of whether it agrees or refuses to evaluate the student, along with a copy of the Notice of Procedural Safeguards (<https://framework.esc18.net/display/Webforms/ESC18-FW-LandingPage.aspx>). If the district agrees to evaluate the student, it must also give the parent the opportunity to give written consent for the evaluation.

Note: A request for a special education evaluation may be made verbally; it does not need to be made in writing. Districts must still comply with all federal prior-written notices and procedural safeguard requirements as well as the requirements for identifying, locating, and

evaluating children who are suspected of having a disability and in need of special education. However, a verbal request does not require the district to respond within the 15 school-day timeline.

If the district decides to evaluate the student, it must complete the student's initial evaluation and evaluation report no later than 45 school days from the day it receives a parent's written consent. However, if the student is absent from school during the evaluation period for three or more school days, the evaluation period will be extended by the number of school days equal to the number of school days the student is absent.

There is an exception to the 45 school day timeline. If the district receives a parent's consent for the initial evaluation at least 35 but less than 45 school days before the last instructional day of the school year, it must complete the written report and provide a copy of the report to the parent by June 30 of that year. However, if the student is absent from school for three or more days during the evaluation period, the June 30 due date no longer applies.

Instead, the general timeline of 45 school days plus extensions for absences of three or more days will apply.

Upon completing the evaluation, the district must give the parent a copy of the evaluation report at no cost.

Additional information regarding special education is available from the school district in a companion document titled *Parent's Guide to the Admission, Review, and Dismissal Process*.

ARD committees for students with disabilities who receive special education services will make instructional and assessment decisions for these students in accordance with state law and rules.



Students With Disabilities

Admission, review, and dismissal (ARD) committee will make instructional and assessment decisions for student with disabilities who receive special education services in accordance with state law.

Upon the recommendation of the ARD committee, a student with a disability who receives special education services may be permitted to graduate under the provisions of his or her individualized education program (IEP) and in accordance with state rules.

Contact Person for Special Education Referrals

The designated person to contact regarding options for a student experiencing learning difficulties or regarding a referral for evaluation for special education services is **your child's campus principal**.

Ashley Lamb
Kidwell Principal
1200 N. Third St.
alamb@ipcisd.net jroberts@ipcisd.net
940 592-4322

Jennifer Roberts
Bradford Principal
809 Texowa Rd.
jroberts@ipcisd.net
940-592-5841

Section 504 Referrals

Each school district must have standards and procedures in place for the evaluation and placement of students in the district's Section 504 program. Districts must also implement a system of procedural safeguards that includes notice and opportunity for a parent or guardian to examine relevant records, an impartial hearing with an opportunity for participation by the parent or guardian and representation by counsel, and a review procedure.

Contact Person for Section 504 Referrals

The designated person to contact regarding options for a student experiencing learning difficulties or regarding a referral for evaluation for Section 504 services is your child's assistant principal

Amanda McLemore ~~Cindy Routh~~ ~~Kelli Gates~~

Kidwell Assistant Principal ~~Counselor~~ ~~Bradford Assistant Principal~~

1200 N Third Street, Iowa Park, TX 76367

809 Texowa Road, Iowa Park, TX 76367

~~arosenberger@ipcisd.net~~ ~~crouth@ipcisd.net~~

940-592-5841

940-592-4322

The following websites provide information to those who are seeking information and resources specific to students with disabilities and their families:

Legal Framework for the Child-Centered Special Education Process

<http://fw/esc18.net/display/Webforms/ESC18-FW-LandingPage.aspx?DT=G&LID=en>

- Partners Resource Network (<http://prntexas.org/>)
- Special Education Information Center (<https://www.spedtex.org/>)
- Texas Project First (<http://www.texasprojectfirst.org/>)

Notification of Parents of Intervention Strategies for Learning Difficulties Provided to Students in General Education

In accordance with state law, the district will annually notify parents if their child receives assistance for learning difficulties. Details of such assistance can include intervention strategies. This notice is not intended for those students already enrolled in a special education program.

Students with Physical or Mental Impairments Protected Under Section 504

A student determined to have physical or mental impairment that substantially limits a major life activity, as defined by law, and who does not otherwise qualify for special

education services, may qualify for protections under Section 504 of the Rehabilitation Act. Section 504 is a federal law designed to prohibit discrimination against individuals with disabilities. When an evaluation is requested, a committee will be formed to determine if the student is in need of services and supports under Section 504 to receive a free appropriate public education (FAPE), as this is defined in federal law.

Authorized Inspection and Use of Student Records

A federal law, known as the Family Educational Rights and Privacy Act, or FERPA, affords parents and eligible students certain rights with respect to the student's education records. For purposes of student records, an "eligible" student is one who is 18 or older or who is attending an institution of postsecondary education. These rights, as discussed in this section as well as at

- The right to inspect and review student records within 45 days after the day the school receives a request for access.
- The right to request an amendment to a student record the parent or eligible student believes is inaccurate, misleading, or otherwise in violation of FERPA.
- The right to provide written consent before the school discloses personally identifiable information from the student's records, except to the extent that FERPA authorizes disclosure without consent.
- The right to file a complaint (<https://studentprivacy.ed.gov/file-a-complaint>) with the U.S. Department of Education concerning failures by the school to comply with FERPA requirements.

Both FERPA and state laws safeguard student records from unauthorized inspection or use and provide parents and eligible students certain rights of privacy. Before disclosing any personally identifiable information from a student's records, the district must verify the identity of the person, including a parent or the student, requesting the information.

Virtually all information pertaining to student performance, including grades, test results, and disciplinary records, is considered confidential educational records.

Inspection and release of student records is primarily restricted to an eligible student or a student's parents unless the school is given a copy of a court order terminating parental rights or the right to access a student's education records. A parent's rights regarding access to student records are not affected by the parent's marital status.

Federal law requires that, as soon as a student reaches the age of 18, is emancipated by a court, or enrolls in a postsecondary institution, control of the records goes to the student. The parents may continue to have access to the records, however, if the student is a dependent for tax purposes and under limited circumstances when there is a threat to the health and safety of the student or other individuals.

FERPA permits the disclosure of personally identifiable information from a student's education records, without written consent of the parent or eligible student, in the following circumstances:

- When district school officials have what federal law refers to as a “legitimate educational interest” in a student's records. School officials would include board members and employees, such as the superintendent, administrators, and principals; teachers, school counselors, diagnosticians, and support staff (including district health or district medical staff); a person or company with whom the district has contracted or allowed to provide a particular institutional service or function (such as an attorney, consultant, third-party vendor that offers online programs or software, auditor, medical consultant, therapist, school resource officer, or volunteer); a parent or student serving on a school committee; a person appointed to serve on a school committee to support the district's safe and supportive school program; or a parent or student assisting a school official in the performance of his or her duties. “Legitimate educational interest” in a student's records includes working with the student; considering disciplinary or academic actions, the student's case, or an individualized education program for a student with disabilities; compiling statistical data; reviewing an educational record to fulfill the official's professional responsibility to the school and the student; or investigating or evaluating programs.
- To authorized representatives of various governmental agencies, including juvenile service providers, the U.S. Comptroller General's office, the U.S. Attorney General's office, the U.S. Secretary of Education, TEA, the U.S. Secretary of Agriculture's office, and Child Protective Services (CPS) caseworkers or other child welfare representatives, in certain cases.
- To individuals or entities granted access in response to a subpoena or court order.
- To another school, school district/system, or institution of postsecondary education to which a student seeks or intends to enroll or in which he or she is already enrolled.
- In connection with financial aid for which a student has applied or which the student has received.
- To accrediting organizations to carry out accrediting functions.
- To organizations conducting studies for, or on behalf of, the school, in order to develop, validate, or administer predictive tests; administer student aid programs; or improve instruction.
- To appropriate officials in connection with a health or safety emergency.

- When the district discloses information, it has designated as directory information.

Release of personally identifiable information to any other person or agency—such as a prospective employer or for a scholarship application—will occur only with parental or student permission as appropriate.

The principal is custodian of all records for currently enrolled students at the assigned school. The principal is the custodian of all records for students who have withdrawn or graduated.

A parent or eligible student who wishes to inspect the student's records should submit a written request to the records custodian identifying the records he or she wishes to inspect. Records may be inspected by a parent or eligible student during regular school hours. The records custodian or designee will respond to reasonable requests for explanation and interpretation of the records.

A parent or eligible student who provides a written request and pays copying costs of ten cents per page may obtain copies. If circumstances prevent inspection during regular school hours and the student qualifies for free or reduced-price meals, the district will either provide a copy of the records requested or make other arrangements for the parent or student to review these records.

You may contact the custodian of records for currently enrolled students at:

~~Ashley Lamb~~ Jennifer Roberts	Jennifer Roberts
Kidwell Principal	Bradford Principal
1200 North Third, Iowa Park, Texas 76367	809 Texowa, Iowa Park, Texas 76367
~~alamb@ipcisd.net~~ jroberts@ipcisd.net	jroberts@ipcisd.net
940-592-4322	940-592-5841

You may contact the custodian of records for students who have withdrawn or graduated at:

Kevin McCasland

Superintendent Iowa Park CISD

328 East Highway, Iowa Park, Texas 76367

kmccasland@ipcisd.net

A parent (or eligible student) may inspect the student's records and request a correction or amendment if the records are considered inaccurate, misleading, or otherwise in violation of the student's privacy rights. A request to correct a student's record should be submitted to the appropriate records custodian. The request must clearly identify the part of the record that should be corrected and include an explanation of how the information in the record is inaccurate. If the district denies the request to amend the records, the parent or eligible student has the right to request a hearing. If the records are not amended as a result of the hearing, the parent or eligible student has 30 school days to exercise the right to place a statement commenting on the information in the student's record.

Although improperly recorded grades may be challenged, contesting a student's grade in a course or on an examination is handled through the general complaint process found in policy FNG(LOCAL). A grade issued by a classroom teacher can be changed only if, as determined by the board of trustees, the grade is arbitrary, erroneous, or inconsistent with the district's grading policy.

The district's policy regarding student records found at policy FL is available from the principal's or superintendent's office or on the district's website at www.ipcisd.net.

A parent may review their child's records including:

- Attendance records
- Test scores
- Grades
- Disciplinary records
- Counseling records
- Psychological records
- Applications for admission
- Health and immunization information

- Other medical records
- Teacher and school counselor evaluations
- Reports of behavioral patterns
- Records relating to assistance provided for learning difficulties, including information collected regarding any intervention strategies used with the child, as the term “intervention strategy” is defined by law
- State assessment instruments that have been administered to the child
- Teaching materials and tests used in the child’s classroom

The parent’s or eligible student’s right of access to and copies of student records do not extend to all records. Materials that are not considered educational records—such as a teacher’s personal notes about a student that are shared only with a substitute teacher—do not have to be made available to the parents or student.

Release of Students From School

Because class time is important, doctor’s appointments should be scheduled, if possible, at times when the student will not miss instructional time.

A student who will need to leave school during the day must bring a note from his or her parent that morning and follow the campus sign-out procedures before leaving the campus.

Otherwise, a student will not be released from school at times other than at the end of the school day. Unless the principal or designee has granted approval because of extenuating circumstances, a student will not regularly be released before the end of the instructional day.

If a student becomes ill during the school day, the student should receive permission from the teacher before reporting to the school nurse. The nurse will decide whether or not the student should be sent home and will notify the student’s parent. See also, attendance policy on page 30.

Late Arrival to School

Tardiness to school may result in the student incurring additional absences and disciplinary consequences. Strong effort should be made to ensure early arrival to school.

Withdrawing From School

A student under 18 may be withdrawn from school only by a parent. The school requests notice from the parent at least three days in advance so that records and documents may be prepared. The parent may obtain a withdrawal form from the office.

Student or Parent Concerns or Complaints

Usually student or parent complaints or concerns can be addressed by a phone call or a conference with the teacher or principal. For those complaints and concerns that cannot be handled so easily, the District has adopted a standard complaint policy at FNG(LOCAL) in the District's policy manual. A copy of this policy may be obtained in the superintendent's office or at www.ipcisd.net.

Should a parent or student feel a need to file a formal complaint, the parent or student should file a district complaint form within the timelines established in policy FNG (LOCAL). In general, the student or parent should submit the written complaint form to the campus principal. If the concern is not resolved, a request for a conference should be sent to the superintendent. If still unresolved, the district provides for the complaint to be presented to the board of trustees.

Online Grades, Email, and Website Information

Skyward and Online Grades

IPCISD utilizes Skyward grading system. Skyward allows online viewing of your child's attendance, cafeteria account, as well as academic progress. Parent log on and access information will be provided and sent home at the beginning of the school term. If you have any questions, please feel free to contact your child's school counselor.

Contacting teachers via email

Because teachers do not always have access to a phone, contacting them through email is a convenient way for both parents and teachers to communicate. To contact a parent by email, type in the first letter and last name followed by the @ sign and the school's web address. An example follows:

Teacher: Jane Doe Email address: jdoe@ipcisd.net

Skylert

The district and teachers will communicate with parents on Skylert. This program allows parents to receive information through text, email, and phone call. Please contact the office to ensure you are set up to receive Skylert messages.

District and School Website

The District website can be accessed by typing in www.ipcisd.net into the URL screen on your computer. From this website, district and individual school information can be found such as the district calendar and school policy. To find information regarding Kidwell Elementary, click on the school's name and you will be linked to specific information about that campus. Examples of types of information available include: faculty information, contact information, the school calendar, and state mandated curriculum. If you have any questions regarding the school website, contact the school. Parents may also sign up to receive email alerts. For more information on how to sign up to receive email alerts, please contact the office.

Academic Counseling

The school counselor is available to students and parents to talk about the importance of postsecondary education and how to best plan for postsecondary education, including appropriate courses to consider and financial aid availability and requirements.

Students and their parents are encouraged to talk with a school counselor, teacher, or principal if there are any concerns about academics.

Personal Counseling

The school counselor is available to assist students with a wide range of personal concerns, including such areas as social, family, emotional issues, mental health issues, or substance abuse. A student who wishes to meet with the school counselor should **ask their teacher, who will then fill out a counselor referral form.** ~~contact the counselor for an appointment.~~ As a parent, if you are concerned about your child's mental or emotional health, please speak with the school counselor for a list of resources that may be of assistance.

If your child has experienced trauma, contact the school counselor for more information.

[For more information, refer to policy FFE and FFG (EXHIBIT).]

Consent to Conduct a Psychological Evaluation

Unless required under state or federal law, a district employee will not conduct a psychological examination, test or treatment without obtaining prior written parental consent.

Note: An evaluation may be legally required under special education rules or by the Texas Education Agency for child abuse investigations and reports.

Consent to Provide a Mental-Health Care Service

The district will not provide a mental health care service to a student or conduct a medical screening of a student as part of the district's intervention procedures except as permitted by law.

The district has established procedures for recommending to a parent an intervention for a student with early warning signs of mental health concerns, substance abuse, or suicide risk. The district's mental health liaison will notify the student's parent within a reasonable amount of time after the liaison learns that a student has displayed early warning signs and provide information about available counseling options.

The district has also established procedures for staff to notify the mental health liaison regarding a student who may need intervention.

The mental health liaison can be reached at the counselor's office at Kidwell **and/or Bradford** Elementary.

The mental health liaison can provide further information regarding these procedures as well as educational materials on identifying risk factors, accessing resources for treatment or support on and off campus, and accessing available student accommodations provided on campus

General Operating Procedures

ATTENDANCE

Regular school attendance is essential for a student to make the most of his or her education—to benefit from teacher-led and school activities, to build each day's learning on the previous day's learning, and to grow as an individual. Absences from class may result in serious disruption of a student's mastery of the instructional materials; therefore, the student and parent should make every effort to avoid unnecessary absences.

The district will take official attendance every day at 10 a.m.

A student absent for any portion of the day, should follow the procedures below to provide documentation of the absence

When a student is absent, parents should call the school by 9:00 a.m. at 592-4322 for Kidwell and 592-5841 for Bradford. A note is still required upon the student's return. A student absent for more than three consecutive days because of personal illness may be required to bring a statement from a doctor or health clinic verifying the illness or condition that caused the student's extended absence from school.

Tardiness to school may result in the student incurring additional absences and disciplinary consequences. An effort should be made to make sure students are on time to school. Excessive tardiness may result in ISS placement.

Students will be allowed 5 parent written notes per semester that will be counted excused absences. After those 5 parent notes are utilized, all other absences, excluding doctor appointments, will be counted as unexcused absences.

Notes should be sent to the school office or attendance clerk within 3 days of returning to school. When a student is absent, if a note is not turned into the office within 3 days of the absence, the absence will be marked unexcused. If a child acquires enough absences to deny him or her credit (below 90% attendance), truancy charges may be filed and parent notes may no longer be accepted.

Two state laws, one dealing with compulsory attendance, the other with attendance for course credit, are of special interest to students and parents. They are discussed in the following sections.

Compulsory Attendance

Students enrolled in prekindergarten and kindergarten are required to attend school and are subject to the compulsory attendance requirements as long as they remain enrolled.

State law requires that a student between the ages of 6 and 19 attend school, as well as any applicable accelerated instruction programs, extended year programs, or tutorial session, unless the student is otherwise legally exempt.

State law requires a student in kindergarten-grade 2 to attend any assigned accelerated reading instruction program. Parents will be notified in writing if their child is assigned to an accelerated

reading instruction program based on a diagnostic reading instrument. ~~State law requires attendance in an accelerated reading instruction program when kindergarten, first grade, or second grade students are assigned to such a program. Parents will be notified in writing if their child is assigned to an accelerated reading instruction program as a result of a diagnostic reading instrument.~~

A student will be required to attend any assigned accelerated instruction program, which may occur before or after school or during the summer, if the student does not meet the passing standards on an applicable subject area state assessment.

Documented health-care appointments may include telehealth appointments. Students who are physically on campus will not be allowed to participate in telehealth or other online appointments without special authorization from an appropriate administrator. Students should not use district-issued technology, including wifi or internet, for telehealth appointments because use of district-owned equipment and its network systems is not private and will be monitored by the district.

Exemptions to Compulsory Attendance

State law allows exemptions to the compulsory attendance requirements as long as the student makes up all work, for the following activities and events:

- Religious holy days;
- Required court appearances;
- Appearing at a governmental office to obtain United States citizenship;
- Taking part in a US naturalization oath ceremony
- Serving as an election clerk.
- Documented health-care appointments, for the student or a child of the student, including absences for recognized services for students diagnosed with autism spectrum disorders.
- Absences resulting from a serious or life-threatening illness or related treatment that makes a student's attendance infeasible, with certification by a physician.

For students in the conservatorship (custody) of the state,

- An activity required under a court-ordered service plan;
- Any other court-ordered activity, provided it is not practicable to schedule the student's participation in the activity outside of school hours.

Children of military families, absences of up to five days will be excused for a student to visit with a parent, stepparent, or legal guardian who has been called to duty for, is on leave from, or immediately returned from certain deployments.

Compulsory Attendance- Failure to Comply

School employees must investigate and report violations of the state compulsory attendance law. A student absent without permission from school; from any class; from required special programs, such as additional special instruction (termed "accelerated instruction" by the state) assigned by the grade placement committee and basic skills for ninth graders; or from required tutorials will be considered in violation of the compulsory attendance law and subject to disciplinary action.

When a student between ages 6 and 18 incurs unexcused absences for three or more days or parents of days within a four-week period, the school will send a notice to the student's parent, as

required by law, to remind the parent that it is the parent's duty to monitor his or her child's attendance and to require the student to come to school. The ~~notice~~ will also inform the parent that the district will initiate truancy prevention measures and request a conference between school administrators and the parent. These measures will include a behavior improvement plan, school-based community service, or referrals to either in-school or out-of-school counseling or other social services. Any other measures considered appropriate by the district will also be initiated.

If a student with a disability is experiencing attendance issues, the student's ARD committee or Section 504 committee will be notified, and the committee will determine whether the attendance issue warrants an evaluation, a re-evaluation, and/or modifications to the ~~student's~~ ~~students~~ individualized education program or Section 504 plan, as appropriate.

The truancy prevention facilitator for the district is the school resource officer. If you have questions about your student and the effect of his or her absences from school, please contact the campus principal or truancy prevention facilitator. When a student ages 6-18 incurs three or more unexcused absences in a four-week period, the law requires the school to send notice to the parent.

The notice will:

- Remind the parent of his or her duty to monitor the student's attendance and require the student to attend school;
- Request a conference between school administrators and parents; and
- Inform the parent that the district will initiate truancy prevention measures, including a behavior improvement plan, school-based community service, referrals to counseling and social services, or other appropriate measures.

The truancy prevention facilitators ~~are~~ ~~is~~:

~~Colby Alston~~ ~~Dusty Arledge~~

Kidwell Resource Officer

1200 N. Third Street Iowa Park, TX 76367

~~calston@ipcisd.net~~ ~~darledge@ipcisd.net~~

940-592-4322

Jeremy Hicks

Bradford Resource Officer

809 Texowa Rd., Iowa Park, TX 76367

~~jhicks@ipcisd.net~~

940-592-5841

A court of law may also impose penalties against a student's parent if a school-aged student is deliberately not attending school. A complaint against the parent may be filed in court if the student is absent without excuse from school on ten or more days or parts of days within a six-month period in the same school year.

Attendance for Credit

To receive credit or a final grade in a class, a student must attend the class at least 90 percent of the days it is offered. A student who attends at least 75 percent but fewer than 90 percent of the days may receive credit or a final grade if they complete a plan, approved by the principal, that allows the student to fulfill the class's instructional requirements. If a student is involved in a criminal or juvenile court proceeding, the judge presiding over the case must also approve the plan before the student receives credit or a final grade.

If a student attends fewer than 75 percent of the class days or does not complete the principal-approved plan, then the attendance review committee will determine whether there are

extenuating circumstances for the absences and how the student can regain credit or a final grade. [See policy FEC for more information.] The Attendance committee may include the principal, assistant principal, secretary, counselor, and one or more of the students' teachers. [See policy at FEC]

Except for absences due to serious or life-threatening illness or related treatment, all absences, excused or unexcused, may be held against a student's attendance requirement. To determine whether there were extenuating circumstances for any absences, the principal or attendance committee will consider:

- Whether the student has mastered the essential knowledge and skills and maintained passing grades in the course or subject.
- Whether the student or the student's parent had any control over the absences.
- Any information presented by the student or parent to the committee about the absences.

The student or parent may appeal the committee's decision to the board by following policy FNG(LOCAL).

If credit is lost because of excessive absences, the attendance committee will decide how the student may regain credit. The student or parent may appeal the committee's decision to the board of trustees by filing a written request with the superintendent in accordance with policy FNG (Local).

The actual number of days a student must be in attendance, in order to receive credit or a final grade will depend on whether the class is for a full semester or for a full year.

When a student must be absent from school, the student—upon arrival or returning to school—must bring a note, signed by the ~~parent, that~~parent that describes the reason for the absence within 3 days. A note signed by the student, even with the parent's permission, will not be accepted unless the student is 18 or older.

The school maintains the right to deny acceptance of parent notes after 5 notes have been received in a semester, or in the event the district has sufficient or logical reason to believe the stated reason for the absence is not credible. A students' or parents' history regarding truancy issues may be considered when determining whether or not to accept parent notes.

The district will take official attendance every day at 9:05~~10:00~~ am. A student absent for any portion of the day, should follow the procedures below to provide documentation of the absence.

Doctor's Note after an Absence for Illness

Within 3 days of returning to school, a student absent for more than 3 consecutive days because of a personal illness must bring a statement from a doctor or health clinic verifying the illness or condition that caused the student's extended absence from school.

Should the student develop a questionable pattern of absences, the principal or attendance committee may require a statement from a doctor or health clinic verifying the illness or condition that caused the student's absence from school.

Class time is important. Doctor's appointments should be scheduled, if possible, at times when the student will not miss instructional time.

[See policy FEC (LOCAL).]

Certification of Absence Due to Severe Illness or Treatment

If a student is absent because of a serious or life-threatening illness or related treatment that makes a student's attendance infeasible, a parent must provide certification from a physician licensed to practice in Texas specifying the student's illness and the anticipated period of absence related to the illness or treatment.

Summer School for Make-up of Absences

- Any student who exceeds 90% attendance rule will be required to make up those absences in Summer School. Kidwell and Bradford may will use summer school to make up attendance on students with excessive absences.

MAKEUP WORK

Routine and In-depth Makeup Work Assignments

For any class missed, the teacher may assign the student makeup work. This work is based on the instructional objectives for the subject or course. Teachers will take into account the needs of the individual student. The purpose is to ensure the student is mastering the essential knowledge and skills or meeting subject or course requirements.

A student will be responsible for obtaining and completing the makeup work in a satisfactory manner and within the time specified by the teacher. [For further information, see policy EIAB.]

A student who does not make up assigned work within the time allotted by the teacher will receive a grade of zero for the assignment.

A student will be permitted to make up tests and to turn in projects due in any class missed because of absence. Teachers may assign a late penalty to any long-term project in accordance with time lines approved by the principal and previously communicated to students.

Make-up tests: If a test is assigned when the student is in class, the student will be expected to make up the test on the first day back to school. If the student is absent when the test is assigned, the test must be made up within three days of returning to class.

Make-up Homework: If homework is assigned when the student is in class, the student will be expected to turn in the assignment on the first day back to school. If the student is absent when the homework is assigned, the homework must be made up within three days of returning to class. Students are encouraged to make up work missed due to absences.

DAEP or In-school Suspension Makeup Work

A student removed to a Disciplinary Alternative Education Program (DAEP) during the school year will have an opportunity to complete, before the beginning of the next school year, coursework needed to fulfill the student's school promotion or graduation requirements. The District may provide the opportunity to complete the coursework through an alternative method,

including a correspondence course, distance learning, or summer school. The District will not charge the student for any method of completion provided by the District. [See policy FOCA.]

A student removed from the regular classroom to in-school suspension or another setting, other than a DAEP, will have an opportunity to complete before the beginning of the next school year each course the student was enrolled in at the time of removal from the regular classroom. The District may provide the opportunity by any method available, including a correspondence course, distance learning, or summer school. [See policy FEA.]

Students and their parents are encouraged to discuss options with the teacher or counselor to ensure the student completes all work required for the course or grade level.

Positive Behavior Interventions and Supports System (PBIS)

PBIS is a proactive approach to school wide discipline. The guidelines and procedures developed will help parents, teachers, and administrators monitor student progress in the areas of attendance, behavior, and grades. In addition, PBIS creates a school wide accountability and support system where assistance for the student increases if their performance in specific areas decreases.

CLASS SCHEDULES

Regular Bell Schedule

Kidwell Bell Schedule

7:50 – Students enter classrooms~~the building~~

7:55- Tardy bell rings (Students must be in the classroom~~in classroom~~ by 8:00 or they are counted tardy.)

3:15~~30~~ – Kidwell Release Time

Bradford Bell Schedule

7:50 – Students enter classrooms

7:55- Tardy bell rings (Students must be in the classroom by 8:00 or they are counted tardy.)

3:30 –Bradford Release Time

General Visitors

Parents and others are welcome to visit District schools. For the safety of those within the school and to avoid disruption of instructional time, all visitors must first report to the front office. All visitors must show a picture I.D., such as a driver's license or passport.

Visits to individual classrooms during instructional time are permitted only with approval of the principal and teacher and only so long as their duration or frequency does not interfere with the delivery of instruction or disrupt the normal school environment.

All visitors are expected to demonstrate the highest standards of courtesy and conduct; disruptive behavior will not be permitted.

Parents are welcome at the PTA sponsored school parties, all PTA meetings and PTA programs.

Lunch: Visits by Parents Policy and Procedure

For security and TEA-compliance reasons, the following policies are implemented for lunch visitors.

- Parents and visitors, please sign-in at the office. Be prepared to show a driver's license.
- Parents, please notify the office ~~if someone is someone~~ other than you will be attending lunch with a student.
- **Parents, please join your student in having lunch at the Visitors Tables, located in the back corner of the cafeteria.**
- Only parents and their students will be allowed to sit at the visitor table.
- Please only provide food for yourself and your student.
- Parents and visitors may not enter the playground/recess area or enter any other part of the campus.
- Parents are not to take student pictures with cell phones. This is a FERPA violation.
- Parents may not use student restrooms.

Food and Nutrition Services

The district participates in the School Breakfast Program and National School Lunch Program and offers students nutritionally balanced meals daily-in accordance with standards set forth in state and federal law.

Some students are eligible for free and reduced-price meals based on financial need. Information about a student's participation is confidential. The district may share information such as a student's name and eligibility status to help enroll eligible children in Medicaid or the state children's health insurance program (CHIP) unless the student's parent notifies the district that the student's information should not be disclosed.

Participating students will be offered the same meal options as their peers and will not be treated differently from their peers.

To apply for free and reduced-price meal services contact the campus principal.

The following information is published as required by the USDA for participation in the National School Lunch Program:

“In accordance with federal civil rights law and U.S>Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

“Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotope, American Sign Language), should contact the responsible state or

local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

“To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. mail:

U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or

2. fax: (833) 256-1665 or (202) 690-7442; or

3. email: Program.Intake@usda.gov

“This institution is an equal opportunity provider.”

The responsible state agency that administers the program is the Texas Department of Agriculture

(<https://www.texasagriculture.gov/Home/Contact-Us>), which can be reached at (800) TELL-TDA (835-5832) or (800) 735-2989 (TTY).

The local agency that administers the program is the district. See Nondiscrimination Statement on page 139 for the name and contact information for the Title IX coordinator, ADA/Section 504 coordinator, and superintendent for other concerns about discrimination.

Kidwell and Bradford School Lunch

The District follows the federal and state guidelines regarding foods of minimal nutritional value being served or sold on school premises during the school day. [For more information, see policy CO.]

Parents are strongly encouraged to continually monitor their child's meal account balance. When a student's meal account is depleted, the district will notify the parent. The student will be allowed to continue purchasing meals until the balance reaches \$20.00, the district will present the parent with a schedule of repayment for any outstanding account balance and an application for free or reduced meals. If the district is unable to work out an agreement with the student's parent on any outstanding balance, the student will receive an alternate meal. The district will make every effort to avoid bringing attention to such a student.

Lunch/Recess

Students will be allowed a recess period, after finishing lunch, within the allotted lunch breaks. Visitors may not attend recess, and must exit the building/campus.

Cafeteria Services and Lunch Program

The District participates in the National School Lunch Program and offers students nutritionally balanced lunches daily. Students are provided breakfast free of charge daily. Free and reduced-price lunches are available based on financial need. Information about a student's participation is confidential. See the principal to apply.

School Facility Use by Students Before and After School

Certain areas of the school will be accessible to students before and after school for specific purposes. Students are required to remain in the area where their activity is scheduled to take place.

Meetings of Non-curriculum-Related Groups

Student-organized, student-led non-curriculum-related groups are permitted to meet during the hours designated by the principal before and after school. These groups must comply with the requirements of policy FNAB(LOCAL).

A list of these groups is available in the principal's office.

Kidwell Drop- Off and Pick-up Procedures

Drop Off: Students may be dropped off in the front circle drive.

Before 7:20 am, NO SUPERVISION IS PROVIDED. Cafeteria supervision begins at 7:20 am.

Upon arriving at school, students may go to the cafeteria to eat breakfast or on to the gym/library/**music room**.

Any changes to after school pick-up procedures need to be **phoned in before 2:30 pm.**

- o Students may not ride with another student or on a bus without prior approval. In **such a case**~~such case~~, notes should be turned in or phone calls made to the office prior to 10:00 a.m., so that the changes may be verified and approved by the Principal or Principal's secretary.
- o During sudden severe weather (such as pouring rain or tornado activity) or an emergency, bells may be delayed and students held until it is safe to dismiss. **Parents may enter the building to find shelter from storms; however, students will not be released.** School officials will work quickly to restore the normal routine as soon as it is safe to proceed.

Bradford Drop- Off and Pick-up Procedures

Drop Off: Students may be dropped off in the front circle drive.

Before 7:05 am, NO SUPERVISION IS PROVIDED. Cafeteria supervision begins at 7:05 am.

The school crossing guard will be on duty beginning at 7:20am. Please be mindful of this time if your student will be walking or biking to school.

Upon arriving at school, students may go to the cafeteria and may choose to eat breakfast.

Any changes to after school pick-up procedures need to be **phoned in before 2:30 pm.**

- o Students may not ride with another student or on a bus without prior approval. In such a case, notes should be turned in or phone calls made to the office prior to 10:00 a.m., so that the changes may be verified and approved by the Principal or Principal's secretary.
- o During sudden severe weather (such as pouring rain or tornado activity) or an emergency, bells may be delayed and students held until it is safe to dismiss. **Parents may enter the building to find shelter from storms; however, students will not be released.** School officials will work quickly to restore the normal routine as soon as it is safe to proceed.

Leaving Campus

Students will be dismissed at **3:15 at Kidwell and 3:30pm at Bradford.** Please have your student's name tag visible from the dashboard of your vehicle. Follow the direction of the staff to ensure your child is picked up in a quick and safe manner. **Please avoid the north parking lot at Bradford in order to allow our buses to safely enter and exit for student pick up.**

Students may be required to stay for tutorials. All students eligible to ride a bus will report to the cafeteria or designated bus area. These students will be assigned a waiting area until their assigned bus arrives.

Closed Campus

After arriving at school, students are not allowed to leave the campus without permission from the office. Students may not be checked out to eat off campus for lunch. **¶**

TRANSPORTATION

School-Sponsored Trips

Students who participate in school-sponsored trips are required to use transportation provided by the school to and from the event. The principal, however, may make an exception if the parent makes a written request that the student be released to the parent or to another adult designated by the parent.

Buses and Other School Vehicles

The District makes school bus transportation available to all students living two or more miles from school. This service is provided at no cost to students.

Bus routes and stops will be designated annually, and any subsequent changes will be posted at the school. For the safety of the operator of the vehicle and all passengers, students must board buses or other vehicles only at authorized stops, and drivers must unload passengers only at authorized stops.

Further information may be obtained by calling the superintendent's office at 592-4193.

See the Student Code of Conduct for provisions regarding transportation to the Disciplinary Alternative Education Program.

A parent may also designate a child-care facility or grandparent's residence as the regular pickup and drop-off location for his or her child. The designated facility or residence must be on an approved stop on an approved route. For information on bus routes and stops or to designate an alternate pickup or drop-off location, you may contact the superintendent's office.

Students are expected to assist District staff in ensuring that buses remain in good condition and that transportation is provided safely.

Library

The library is a learning laboratory with books, computers, magazines, and other materials available for classroom assignments, projects, and reading or listening pleasure. Students using the library must respect others by remaining quiet. All materials are accessible to students and faculty members, and the following rules should be observed:

1. Books are loaned for a period of seven days and may be renewed for seven more days. The actual cost for replacement is the fee charged for lost books.
2. Encyclopedias and other reference books are to be used in the library.
3. Parents and students may access the library on the district site to access Renaissance Place to find books, check points, levels, etc.

Textbooks, Electronic Textbooks, and Technological Equipment

Textbooks and other district instructional materials are ~~provided to students~~ ~~provided students~~ free of charge for each subject or class. Any books must be covered by the student, as directed by the teacher, and treated with care. A student who is issued a damaged book should report the damage to the teacher. Any student failing to return a book issued by the school loses the right to

free textbooks until the book is returned or paid for by the parent; however, the student will be provided textbooks for use at school during the school day.

Fines

All fines must be paid for before each grading period ends or report cards will be placed on the hold list.

Supply and Damage Fees

The cost of damage to textbooks will need to be paid at the end of the school year.

Student Fees

Materials that are part of the basic educational program are provided with state and local funds at no charge to a student. A student, however, is expected to provide his or her own pencils, paper, erasers, and notebooks and may be required to pay certain other fees or deposits, including:

- Costs for materials for a class project that the student will keep.
- Membership dues in voluntary clubs or student organizations and admission fees to extracurricular activities.
- Security deposits.
- Personal physical education and athletic equipment and apparel, purchased pictures, publications, class rings, yearbooks, graduation announcements, etc.
- Voluntarily purchased student accident insurance.
- Personal apparel used in extracurricular activities that becomes the property of the student.
- Fees for lost, damaged, or overdue library books.
- Fees for optional courses offered for credit that requires use of facilities not available on District premises.
- Summer school for courses that are offered tuition-free during the regular school year.
- A reasonable fee for providing transportation to a student who lives within two miles of the school. **[See Buses and Other School Vehicles on page 80.]**
- A fee not to exceed \$50 for costs of providing an educational program outside of regular school hours for a student who has lost credit because of absences and whose parent chooses the program in order for the student to meet the 90 percent attendance requirement. The fee will be charged only if the parent or guardian signs a District-provided request form.
- Any required fee or deposit may be waived if the student and parent are unable to pay. Application for such a waiver may be made to the principal. [For further information, see policy FP.]

Check Acceptance Policy

The School District has established the following policy for accepting checks and for collecting bad checks: For a check to be an acceptable form of payment, it must include the current, full, and accurate name, address, telephone number, driver's license number, and state of license. In the event the check is returned for non-payment, the face value may be recovered electronically along with a state allowed recovery fee. In the event that a check is returned for non-payment, the school will no longer accept a check from the writer as an acceptable form of payment for the remainder of the school year. Alternative forms of payment may be used instead.

Distribution of Published Materials or Documents

School Materials

Publications prepared by and for the school may be posted or distributed, with prior approval by the principal, sponsor, or teacher. Such items may include school posters, brochures, murals, etc.

The school newspaper and the yearbook are available to students.

All school publications are under the supervision of a teacher, sponsor, and the principal.

[See **Directory Information for School-Sponsored Purposes** on page 16.]

Non-school Materials...from students

Students must obtain prior approval from the Principal before ~~selling, postingselling-posting~~, circulating, or distributing **more than 10 copies of** written materials, handbills, photographs, pictures, petitions, films, tapes, posters, or other visual or auditory materials that were not developed under the oversight of the school. To be considered, any non-school material must include the name of the sponsoring person or organization. The decision regarding approval will be made in two school days.

The principal has designated a bulletin board in the main hallway as the location for approved non-school materials to be placed for voluntary viewing by students. See policy FNAA.

The student may appeal the principal's decision in accordance with policy FNG(LOCAL). Any student who posts material without prior approval will be subject to disciplinary action in accordance with the Student Code of Conduct. Materials displayed without this approval will be removed.

Non-school Materials...from others

Written or printed materials, handbills, photographs, pictures, films, tapes, or other visual or auditory materials not sponsored by the District or by a District-affiliated school-support organization will not be sold, circulated, distributed, or posted on any District premises by any District employee or by persons or groups not associated with the District, except as permitted by policy GKDA. To be considered, any non-school material must meet the limitations on content established in the policy, include the name of the sponsoring person or organization, and be submitted to the principal for prior review. The principal will approve or reject the materials within two school days of the time the materials are received. The requestor may appeal a rejection in accordance with the appropriate District complaint policy. [See policy DGBA, FNG, or GF.]

Prior review will not be required for:

- Distribution of materials by an attendee to other attendees of a school-sponsored meeting intended for adults and held after school hours.
- Distribution of materials by an attendee to other attendees of a community group meeting held after school hours in accordance with policy GKD (LOCAL) or a non-curriculum-related student group meeting held in accordance with FNAB (LOCAL).
- Distribution for electioneering purposes during the time a school facility is being used as a polling place, in accordance with state law.
- All non-school materials distributed under these circumstances must be removed from district property immediately following the event at which the materials are distributed.

Fund- Raising

Student clubs or classes and/or parent groups may be permitted to conduct fund-raising drives for approved school purposes. An application for permission must be made to the school board. All fundraisers must be board approved at the beginning of the school year. Outside fundraising may not be conducted at school. [For further information, see policies FJ and GE.]

Field Trips

The district periodically takes students on field trips for educational purposes. A parent must provide permission for a student to participate in a field trip.

The district may ask the parent to provide information about a student's medical provider and insurance coverage and may also ask the parent to sign a waiver allowing for emergency medical treatment in the case of a student accident or illness during the field trip.

The district may require a fee for student participation on a field trip that is not required as part of the basic educational program or course to cover expenses such as transportation, admissions and meals; however, a student will not be denied participation because of financial need. The district is not responsible for refunding fees paid directly to a third party.

At Kidwell and Bradford, any student who has been placed in ISS three or more times or has been assigned to AEP will be ineligible for the school field trips at the end of the year. There will also be requirements to attend certain field trips sent home with the student at different times during the year. The principal also reserves the right to remove a student from participation in any school field trip due to issues with behavior.

Section II

Curriculum

Instructional Materials

A parent has the right to review teaching materials, textbooks, and other teaching aids and instructional materials used in the curriculum, and to examine tests that have been administered, whether instruction is delivered in person virtually or remotely.

The district will make instructional materials available for parents~~parent~~ to review no later than 30 days before the school year begins and for at least 30 days after the school year ends. However, tests that have not yet been administered will not be made available for parent examination.

The district will provide login credentials to each student's parent for any learning management system or online learning portal used in instruction used to facilitate parent access and review.

A parent is also entitled to request that the school allow the student to take home instructional materials the student uses. The school may ask the student to return the materials at the beginning of the next school day.

A school must provide printed versions of electronic instructional materials to a student if the student does not have reliable access to technology at home.

A parent may request that the district conduct an instructional material review in a math, English Language Arts, science or social studies class in which the parent's student is enrolled to determine alignment with the state standards and the level or rigor for the grade level.

The district is not required to conduct an instructional material review for a specific subject area or grade level ~~at a specific~~^{at specific} campus more than once per school year.

For more information about requesting the instructional material review contact the campus principal.

Grading Guidelines

In grades PreK-5th~~Second~~, achievement is reported to parents via progress reports, report cards, and parent/teacher conferences. See **Online Grading, Email and School Website Information**, page 28.

Grading Policy

1) An Academic Grade and 2) Conduct Grade

1. Academic grade: The academic grade will reflect the achievement of students in the classroom. It is designed to tell you if your child is learning the expected objectives in that subject and grade level. Academic grades are reported using the following scale:

A = 90-100

B = 80-89

C = 70-79

F = 69 and below

2. Conduct Grade: It reflects your child's conduct as well as other related habits at school. Most classroom incidents equate to approximately 2 points.

Graded Papers

~~At Kidwell, e~~Each grade level will send home graded papers and conduct sheets ~~throughout the week~~. Please sign and return the next school day.

At Bradford, each grade level will send home graded papers and conduct sheets on Tuesday. Please sign and return each Wednesday.

Report Cards/Progress Reports/Conferences/UIL Eligibility

Report cards with each student's grades or performance and absences in each class or subject are issued to parents at least once every six weeks.

At the end of the first three weeks of a grading period, students will be given a progress report expected to be taken home and signed by the parent. If the student receives a grade lower than 70 in any class or subject at the end of a grading period, the parent may wish request to schedule a conference with the teacher of that class or subject. [See Working Together, on page 13, for how to schedule a conference.]

Teachers follow grading guidelines that have been approved by the principal and superintendent and are designed to reflect each student's academic achievement for the grading period, semester, or course. State law provides that a test or course grade issued by a teacher cannot be changed unless the board determines that the grade was arbitrary or contains an error, or that the teacher did not follow the District's grading policy. [See policy EIA.]

Questions about grade calculation should first be discussed with the teacher; if the question is not resolved, the student or parent may request a conference with the principal in accordance with FNG(LOCAL).

The report card or unsatisfactory progress report may state whether tutorials **are required** for a student who receives a grade lower than 70 in a class or subject.

Written reports of absences and student grades or performance in each class or subject are issued to parents at least once every six weeks. Skyward Online Grading Program is available to parents at all times to check grades, attendance, or food service. See Online Grading on page 28.

Grades/Tutorial Policy

A student who receives a grade lower than the equivalent of 70, on a scale of 100, in any academic class will be considered failing. Any student who scores lower than 70 in any academic subject may be required to attend tutorial classes. These will be arranged on an individual basis with the teacher. It will be the responsibility of the parent to provide transportation on the days the student remains after school for tutorial classes. Students must make prior arrangements with teachers for tutorial sessions.

Late Work

Any paper that is not turned in on time will be considered late. The assignment is to be turned in the next day. If the assignment is still not complete, the student may receive a 0 for that paper.

Cheating

If a student is caught cheating, he/she may receive a zero on the work. This will be documented and filed accordingly.

Homework Policy

Homework at Kidwell Elementary is relevant practice to increase retention and master concepts of the learned objectives taught in class. Homework must be aligned to the curriculum, be reasonable in length, and be meaningful. Late work may not be allotted full credit.

Incentives for Turning in Homework

Each grade level has an incentive for students who have turned in homework on time for the entire week. Students, who have not met this requirement, ~~may~~**will** be required to stay in and complete work they did not finish during the week.

Planner Sheets

All students at ~~Bradford~~**Kidwell** Elementary are given planner sheets. This is where all homework will be written and any upcoming events. A parent signature is required daily on these planner sheets. Students will also bring home a folder with conduct and all graded homework. **Kidwell homework requirements vary by grade level and will be communicated by the child's homeroom teacher.**

Academic Programs

The school counselor provides students and parents information regarding academic programs available to students.

Gifted and Talented Program

A gifted and talented student means a child or youth who performs at or shows the potential for performing at a remarkably high level of accomplishment when compared to others of the same age, experience, or environment and who:

- (1) exhibits high performance capability in an intellectual, creative, or artistic area;
- (2) possesses an unusual capacity for leadership; or
- (3) excels in a specific academic field.

Nominations can originate from teachers, parents or community members during the nomination period. Nominated students are nominated with a formal nomination sheet to be given to the campus office. Written parent or guardian permission is required to screen/assess a student. If a parent does not want his/her child to be screened, this information will be documented. Information on the Gifted and Talented Program (GT) is available in the counselor's office. See also policy SEC 29.121.

Bradford Student Awards and Honors

Honor Roll

The Bradford Elementary Honor Roll is made up of students who have excelled in scholastic ability for the preceding six weeks. All students who have made a grade of 80 or above in all subject areas are placed on the “AB” Honor Roll. All students, who have made a 90 or above in all subjects, are placed on the “AA” Honor Roll.

In addition to the above requirements, students must have at least a “A” in conduct in order to be on the “AA” Honor Roll. To be on the “AB” Honor Roll, students must have at least a “B” in conduct.

Academic Achievement Award

The Bradford Academic Achievement Award is given to students who have an “A” in all academic subjects for the year.

Citizenship Award

The Bradford Citizenship Award is given to students who have maintained an “A” average in conduct for each six weeks of the year.

Super Reader Award

The Bradford Super Reader Award is given to the Top 10 AR readers in each grade level.

Perfect Attendance

The Bradford Perfect Attendance Award is given to students who have maintained perfect attendance for the entire school year.

On Campus Student Supports

Tutorials

Students, who are struggling, will be provided tutorials. Teachers may hold tutorials after school. The school is not responsible for transportation for after school tutorials.

State- Mandated Tests – STAAR Exam

You may request information regarding any state or district policy related to your child’s participation in assessments required by the federal law, state law, or district.

STAAR (State of Texas Assessments of Academic Readiness)

Grades 3–8

In addition to routine tests and other measures of achievement, students at certain grade levels are required to take the state assessment, called STAAR, in the following subjects:

- Mathematics, annually in grades 3–8
- Reading, annually in grades 3–8
- Science in grades 5 and 8
- Social Studies in grade 8

STAAR Alternate 2, for students receiving special education services who meet certain state-established criteria, will be available for eligible students, as determined by the student's ARD committee.

STAAR-Spanish is available for eligible students for whom a Spanish version of STAAR is the most appropriate measure of their academic progress.

Failure to Perform Satisfactorily on STAAR Reading or Math

If a student in grades 3-8 does not perform satisfactorily on the state assessment, the district will provide accelerated instruction for the student. A student who does not attend accelerated instruction may violate school attendance requirements.

For a student who does not perform satisfactorily on math or reading assessment in grades 3, 5, or 8, the district will establish an accelerated learning committee (ALC), which includes the student's parents, to develop an educational plan for accelerated instruction to enable the student to perform at the appropriate grade level by the conclusion of the next school year. The district will document the educational plan in writing and provide a copy to the student's parent.

The parent of a student in grades 3, 5, or 8 who fails to perform satisfactorily on the math or reading assessments may:

- Request that the district consider assigning the student to a particular classroom teacher in the applicable subject area, if more than one classroom teacher is available.
- File a grievance or complaint regarding the content or implementation of the ALC's educational plan.

Failure to Perform Satisfactorily on STAAR Reading or Math

If a student in grades 3-8 does not perform satisfactorily on the state assessment, the district will provide accelerated instruction for the student. A student who does not attend accelerated instruction may violate school attendance requirements.

For a student who does not perform satisfactorily on math or reading assessment in grades 3, 5, or 8, the district will establish an accelerated learning committee (ALC), which includes the student's parents, to develop an educational plan for accelerated instruction to enable the student to perform at the appropriate grade level by the conclusion of the next school year. The district will document the educational plan in writing and provide a copy to the student's parent.

The parent of a student in grades 3, 5, or 8 who fails to perform satisfactorily on the math or reading assessments may:

- Request that the district consider assigning the student to a particular classroom teacher in the applicable subject area, if more than one classroom teacher is available.
- File a grievance or complaint regarding the content or implementation of the ALC's educational plan.

Standardized Testing for a Student Enrolled Above Grade Level

If a student in grades 3-8 is enrolled in a class or course intended for students above his or her current grade level in which the student will be administered a state-mandated assessment, the student will be required to take an applicable state-mandated assessment only for the course in which he or she is enrolled unless otherwise required to do so by federal law.

A student in grades 3-8 shall be assessed at least once in high school with the ACT or the SAT if the student completes the high school end-of-course assessments in mathematics, reading/language arts, or science prior to high school.

Standardized Testing for a Student in Special Programs

Certain student- some with disabilities and some classified as emergent bilingual students may be eligible for exemptions, accommodations, or deferred testing. For more information, see the principal, school counselor, or special education director.

Promotion and Retention

A student will be promoted only on the basis of academic achievement or demonstrated proficiency in the subject matter of the course or grade level, the recommendation of the student's teacher, the score received on any criterion referenced or state-mandated assessment, and any other necessary academic information as determined by the district.

In grades K-5, promotion is based on attendance and academic performance standards established by the District and the State. The student may not be promoted if he or she has failed more than one of the core subject courses and/ or has missed an excessive number of days unless the student goes through the established remediation programs.

A parent may request in writing that a student repeat prekindergarten, kindergarten, or grade 1,2, or 3 even if the student has met the promotion standards. Before granting the request, the district may convene a retention committee to meet and discuss the request and will invite the parent to participateparticipate.



Kindergarten Acceleration

In accordance with State Board rules, the Board shall approve procedures developed by the Superintendent or designee to allow a child who is five years old at the beginning of the school year to be assigned initially to grade 1 rather than kindergarten. Criteria for acceleration may include:

- Scores on readiness tests or achievement tests that may be administered by appropriate District personnel.
- Recommendation of the kindergarten or preschool the student has attended.
- Chronological age and observed social and emotional development of the student.
- Other criteria deemed appropriate by the principal and Superintendent.



Students in Grades 1-5 Advancement/Acceleration

A student will be permitted to earn credit by examination for an academic course or subject area for which the student had no prior instruction for advancement or to accelerate to the next grade level. A student in elementary school is eligible to accelerate to the next grade level if the student meets all of the following requirements: A student in elementary school is eligible to accelerate to the next grade level if:

- The student scores at least an 80 on each examination in the subject areas of language arts, mathematics, science, and social studies; (Region 9 Education Service Center https://www.esc9.net/564789_3)
- A district administrator recommends that the student be accelerated; and
- The student's parent gives written approval of the grade advancement.

Tutoring or Test Preparation

Based on informal observations, evaluative data such as grades earned on assignments or test, or results from diagnostic assessments, a teacher may determine that a student is in need of additional targeted assistance in order for the student to achieve mastery in state-developed essential knowledge and skills.

Summer School

Kidwell and Bradford Elementary Schools ~~may will~~ offer summer school to those students who do not meet the minimum requirements in academics, attendance, or on state assessments to promote to the next grade. Information will be provided in the spring to parents of students in danger of not ~~being promoted~~ ~~promoting~~.

Accountability under State and Federal Law

Iowa Park CISD and each of its campuses are held to certain standards of accountability under state and federal law. A key component of the accountability requirements is the dissemination and publication of certain reports and information, which include:

- The Texas Academic Performance Report (TAPR) for the district, compiled by TEA, the state agency that oversees public education, based on academic factors and ratings.
- A School Report Card (SRC) for each campus in the district compiled by TEA based on academic factors and ratings;
- The district's financial management report, which will include the financial accountability rating assigned to the district by TEA;
- Information compiled by TEA for the submission of a federal report card that is required by federal law.

Information about all of these can be found on the district's website at www.ipcisd.net. Hard copies of any reports are available upon request to the district's administration office.

TEA also maintains additional accountability and accreditation information at TEA Performance Reporting Division and TEA homepage. TEA maintains additional accountability and accreditation information at TEA Performance Reporting Division (<https://tea.texas.gov/texas-schools/accountability/academic-accountability/performance-reporting>). .

Section III

Technology

COMPUTER RESOURCES

To prepare students for an increasingly computerized society, the District has made a substantial investment in computer technology for instructional purposes. Specific resources may be issued individually to students. Use of these technological resources, which include the district's network systems and use of district equipment, is restricted for approved purposes only. Students and their parents should be aware that e-mail using District computers are not private and may be monitored by District staff.

[For additional information, see policy CQ.]

Safe Use of Technology

The district is committed to ensuring that students use technology safely and will follow all federal and state requirements to protect students from excessive data collection or materials that are considered harmful to minors. The district considers parents as partners in cybersecurity and online safety.

In accordance with state and federal law, the district will:

- Install a filter that blocks and prohibits pornographic or obscene materials or applications, including from unsolicited pop-ups, installations, and downloads, before transferring an electronic device to a student to be used for an educational purpose
- Block or filter students' internet access to pictures that are obscene, contain child pornography, or have been determined to be harmful to minors in accordance with the Children's Internet Protection Act (CIPA)
- Require direct and informed parental consent for a student's use of software, other than software excluded from the consent requirement by law [See Required State Testing and Standardized Testing.]
- Require direct and informed parental consent for a student's use of software that conducts mental health assessments or other assessments unrelated to education curricula that are intended to collect information about students [See Consent to Conduct a Psychological Evaluation.]

If you want to know more about partnering with the district regarding cybersecurity and online safety, or if you have complaints or concern about student use of electronic devices, please contact Jennifer Roberts, principal jroberts@ipcisd.net 940-592-4322 [See Textbooks, Electronic Textbooks, Technological Equipment, and Other Instructional Materials (All Grade Levels).]

Technology Acceptable/Responsible Use Policy

Iowa Park Consolidated Independent School District (CISD) provides a variety of electronic communications systems for educational purposes. **The electronic communications system is defined as the District's network (including the wireless network), servers, computer workstations, mobile technologies, peripherals, applications, databases, online resources, Internet access, email, and any other technology designated for use by students, including all new technologies as they become available.** This also includes any access to the Iowa Park CISD technology system while on or near school property, in school vehicles and at school-sponsored activities, and includes the appropriate use of district technology resources via off-campus remote access.

In accordance with the Children's Internet Protection Act, Iowa Park CISD educates staff and students regarding appropriate online behavior, including interacting with other individuals on social networking websites (including chat rooms). Iowa Park CISD also educates staff and students on cyberbullying awareness to insure Internet safety, including use of email and Web 2.0 resources, and has deployed filtering technology and protection measures to restrict access to inappropriate content such as those that are illegal, harmful, or contain potentially offensive

information. While every effort is made to provide the most secure and optimal learning environment by monitoring on-line activities, it is not possible to absolutely prevent access (accidental or otherwise) to inappropriate content. It is possible that you may run across areas of adult content and some material you (or your parents) might find objectionable. While the district will take reasonable steps to restrict access to such material, it is not possible to absolutely prevent such access. **It is each student's responsibility to read district policy, regulations and agreement forms and ask questions if you need help in understanding and following the guidelines for appropriate and acceptable use.**

Iowa Park CISD users are permitted to use the district's resources for legitimate educational purposes. Personal use of district resources is prohibited. In addition, if a particular behavior or activity is generally prohibited by law, by Board policy or by school rules or regulations, use of Iowa Park CISD resources for the purpose of carrying out such behavior or activity is prohibited.

The smooth operation of the electronic communications system relies on the proper conduct of the users. Therefore, Iowa Park CISD has set the following standards and expectations for conduct:

RULES FOR APPROPRIATE USE

- Students must only open, view, modify, and delete their own computer files.
- Internet use at school must be directly related to school assignments and projects.
- Students will be assigned individual email and network accounts and must use only those accounts and passwords that they have been granted permission by the district to use. Students are responsible for not sharing the username and password for that account with others and are never to use a different account.
- All account activity should be for educational purposes only.
- Students must immediately minimize the program and report threatening messages or discomforting Internet files/sites/emails to a teacher.
- Students must at all times use the district's electronic communications system, including email, wireless network access, and Web 2.0 tools/resources to communicate.
- Students are responsible at all times for their use of the district's electronic communications system and must assume personal responsibility to behave ethically and responsibly, even when technology provides them freedom to do otherwise. The district may suspend or revoke your access if you violate the rules.
- Students are responsible for backing up their data.
- Remember that people who receive email from you with a school address might think your message represents the school's point of view.

INAPPROPRIATE USES

- Using the district's electronic communications system for illegal purposes including, but not limited to, cyberbullying, gambling, pornography, and computer hacking.
- Disabling or attempting to disable or breach any system monitoring or filtering or security measures.
- Utilizing proxy gateways, or similar technologies, to bypass the Iowa Park CISD's monitoring or filtering.
- Sharing user names and passwords with others; and/or borrowing someone else's username, password, or account access.
- Utilizing the district's network and/or equipment to cheat on assignments or tests.

- Purposefully opening, viewing, using or deleting/destroying/modifying files belonging to another system user without permission.
- Changing hardware or software configurations.
- Electronically posting personal information about one's self or others (i.e., addresses, phone numbers, and pictures).
- Downloading, installing or plagiarizing copyrighted information without permission from the copyright holder.
- Intentionally introducing a virus or other malicious programs onto the district's system.
- Electronically posting messages or accessing materials that are abusive, obscene, sexually oriented, threatening, harassing, illegal, or damaging to another's reputation.
- Wasting school resources through improper use of the computer system(s).
- Utilizing school resources for non-instructional purposes.
- Attempting to gain unauthorized access to restricted information or resources.
- Purposefully misrepresenting yourself or others.
- Utilizing social network tools for personal use.

Consequences for Inappropriate Use

- Revocation of the computer system account; or
- Other disciplinary or legal action, in accordance with the District policies and applicable laws.
- Termination of System User Account(s): The district may deny, revoke, or suspend specific user's access to the district's system with or without cause or notice for lack of use, violation of policy or regulations regarding acceptable network use, or as a result of disciplinary actions against the user.
- Possible criminal action.

All students in Iowa Park CISD must adhere to the following standards of responsible use:

- The District may review files and communications to maintain system integrity and insure that users are using the system responsibly. Users should not expect that files stored on district servers will always be private.
- Students are responsible at all times for their use of the District's electronic communication system and must assume personal responsibility to behave ethically and responsibly, even when technology provides them the freedom to do otherwise.
- Students must log in and use the Iowa Park CISD filtered wireless network during the school day on personal electronic devices.
- Students must not access, modify, download, or install computer programs, files, or information belonging to others.
- Students must not waste or abuse school resources through unauthorized system use (e.g. playing online games, downloading music, watching video broadcasts, participating in chat rooms, etc.).

- Students must not alter computers, networks, printers or other equipment except as directed by a staff member.
- Technology, including electronic communication, should be used for appropriate educational purposes only and should be consistent with the educational objectives of Iowa Park CISD.
- Students must not release personal information on the Internet or electronic communications.
- Personal IOWA PARK CISD network access information should not be convey to other students or attempts be made to use anyone else's accounts.
- If a student finds an inappropriate site or image, he or she must immediately minimize the program and contact the instructor.
- Students must not create/publish/submit or display any materials/media that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal and should report any instances encountered.
- Students shall adhere to all laws and statutes related to issues of copyright or plagiarism.
- Violation of any of these standards may result in suspension of computer use, Internet privileges and/or other disciplinary action.

Personal Communication Devices, Cell Phones, Smartwatches, Tablets, and Other Electronic Devices

Smart Watches and Games

Personal communication devices are prohibited by law during the school day according to HB 1481 and TEC Sec. 37.082. According to TEC Sec. 37.082, "personal communication device" means a telephone, cell phone such as a smartphone or flip phone, tablet, smartwatch, radio device, paging device, or any other electronic device capable of telecommunication or digital communication. The term does not include an electronic device provided to a student by a school district or open-enrollment charter school.

~~Students are to follow the policy in place. If students are not in compliance with the policy, teachers will collect the items and turn them in to the principal's office.~~

~~For safety purposes and educational purposes, the District permits students to possess and use cell phones; however, they must remain turned off or on silent during the instructional day, including during testing. Students may use cell phones as specified below and before and after school hours, outside the building. All smart watches with or without cellular service must also remained turned off in the backpack during the school day.~~

The use of ~~mobile telephones or~~ any device capable of capturing images is strictly prohibited in locker rooms or restroom areas while at school or at school-related or school-sponsored events.

Cell phones that are seen or heard ~~If a student uses a telecommunication device without authorization during the school day, the device will be confiscated and a~~ A parent will

~~need to **must** pick up the device from the campus administrator. in the campus principal. Confiscated cell phones d telecommunication devices that are not retrieved by the student's parents will be disposed of after the notice required by law [See policy FNCE].~~

~~In limited circumstances and in accordance with the law, a student's personal telecommunication may be searched by authorized personnel [see Searches and policy FNF].~~

~~**Schools are not responsible for the loss or damage of phones or other electronic devices during any portion of the school day or after school activities.**~~

Unacceptable and Inappropriate Use of Technology Resources

Students are prohibited from possessing, sending, forwarding, posting, accessing, downloading, transmitting, or displaying electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal. This prohibition also applies to conduct off school property, whether the equipment used to send such messages is district-owned or personally owned, if it results in a substantial disruption to the educational environment.

Any person taking, disseminating, transferring, possessing, or sharing obscene, sexually oriented, lewd, or otherwise illegal images or other content, commonly referred to as "sexting," will be disciplined according to the Student Code of Conduct and may be required to complete an educational program related to the dangers of this type of behavior, and, in certain circumstances, may be reported to law enforcement. Because engaging in this type of behavior can lead to bullying or harassment, as well as possibly impede future endeavors of a student, we encourage you to review with your child <http://beforeyoutext.com>, a state –developed program that addresses the consequences of engaging in inappropriate behavior using technology.

Any disciplinary action will be in accordance with the Student Code of Conduct and, in some cases, the consequence may rise to the level of expulsion. For certain items, such as pagers, in which a third party retains a legal right of ownership, the school may charge for releasing the pager to the third party. [See policy FNCE.]

If students possess their own cell phone on campus, they should be put away in their backpacks and placed on off or silent during the school day.

Electronic Devices – District Owned

Use of district-owned equipment and its network systems is not private and will be monitored by the district. [See policy CQ for more information.]



Section IV

Health

Wellness Policy: Iowa Park CISD

Federal Public Law (PL 108.0265 Section 204) states that by the first day of the 2006 school year beginning after June 30, 2006 all schools must develop a local wellness policy that involves parents, students, a representative from the School Food Authority, school board, school administrators and the public. The Local Education Authority (LEA) will establish a plan for measuring implementation of the local wellness policy.

Mission Statement: Iowa Park CISD is committed to providing a school environment that enhances learning and development of lifelong wellness practices as well as promoting physical activity and nutrition education for all students, staff, parents and community members.

The district has adopted board policies that promote student physical and mental health. Local policies on the topics below can be found in the district's policy manual, available at

- Food and nutrition management: CO, COA, COB
- Wellness and Health Services: FFA
- Physical Examinations: FFAA
- Immunizations: FFAB
- Medical Treatment: FFAC
- Communicable Diseases: FFAD

- School-Based Health Centers: FFAE
- Care Plans: FFAF
- Crisis Intervention: FFB
- Trauma-informed Care: FFBA
- Student Support Services: FFC
- Student Safety: FFF
- Child Abuse and Neglect: FFG
- Freedom from Discrimination, Harassment, and Retaliation: FFH
- Freedom from Bullying: FFI

In addition, the District Improvement Plan details the district's strategies to improve student performance through evidence-based practices that address physical and mental health.

The district has developed administrative procedures as necessary to implement the above policies and plans.

School Health Advisory Council

During the preceding school year, the district's School Health Advisory Committee (SHAC) held four meetings. Additional information regarding the district's SHAC is available from the superintendent. Notification of upcoming SHAC meetings will be posted at each campus administration office at least 72 hours before the meeting. Notification of upcoming SHAC meetings, meeting minutes, and a recording of each meeting will be posted on the district's website at www.ipcisd.net.

School Health Advisory Committee (SHAC) Members:

Dr. McCasland, Superintendent

Jamie Shipp, IPHSSchool Nurse/District RN

Shawna Coggins, Kidwell Nurse

Keri Watts, Bradford Nurse

Jenna Wineinger, WFGMS Nurse

Michelle Turner, Kidwell PE Teacher

Brenda Hodges, Bradford PE Teacher

~~Middle School PE Teacher and Coach~~

Parents on SHAC committee:

Kaydee Bean, Taler Evans, Becky Holster, Whitney King, Lindsey McShan, Rochelle Nicholson, Renee Raby, LeAnn Scharbrough, ~~Heather Carney, Nikki Ermis, Kaci Kennedy, Jill Montz, Hayli Robertson~~

[See policies at BDF and EHAA.]

Physical and Mental Health Resources

Parents and students in need of assistance with physical and mental health concerns may contact the following campus and community resources:

- The nurse,
- The school counselor,
- The local public health authority.

Mental Health Support

The district has implemented programs to address the following mental health, behavioral health and substance abuse concerns:

- Mental health promotion and early intervention;
- Building skills to manage emotions, establish and maintain positive relationships, and engage in responsible decision-making;
- Substance abuse prevention and intervention;
- Suicide prevention, intervention, and postvention (interventions after a suicide in the community);
- Grief, trauma, and trauma-informed care;
- Positive behavior interventions and supports;
- Positive youth development; and
- Safe, supportive, and positive school climates.

If a student has been hospitalized or placed in a residential treatment for a mental health condition or substance abuse, the district has procedures to support the student's return to school. Please contact the district's mental health liaison or the campus counselor for further information.

Cindy Routh
Kidwell Counselor
1200 N Third. St.
crouth@ipcisd.net
940-592-4322

Brandy Rhoades
Bradford Counselor
809 Texowa Rd.
brhoades@ipcisd.net
940-592-5841

The mental health liaison can provide further information about these procedures as well as curriculum materials on identifying risk factors, accessing resources for treatment or support on and off campus, and accessing available student accommodations provided on campus.

Physical Activity for Students

In accordance with policies at EHAB, EHAC, EHBG, [and FFA], the district will ensure that students in a full-day prekindergarten through grade 5 engage in moderate or vigorous physical activity for at least 30 minutes per day or 135 minutes per week.

For additional information on the District's requirements and programs regarding elementary, middle, and junior high school student physical activity requirements, please see the **campus** principal.



Physical Fitness Assessment

Annually, the district will conduct a physical fitness assessment of students in grades 3–12 who are enrolled in a physical education course or a course for which physical education credit is awarded. At the end of the school year, a parent may submit a written request to the student's physical education teacher to obtain the results of his or her child's physical fitness assessment conducted during the school year. For more information on the fitness gram please see www.fitnessgram.net.

Student Wellness Policy/Wellness Plan (All Grade Levels)

Iowa Park CISD is committed to encouraging healthy students and therefore has developed a board-adopted wellness policy at FFA(LOCAL) and corresponding plans and procedures to implement this policy. You are encouraged to contact the principal with questions about the content or implementation of the district's wellness policy and plan.

Head Injuries

If your child receives a head injury and has any of the following symptoms, or any other symptoms that could possibly be related to a head injury, please contact a Doctor or take them to the Emergency Room immediately:

- Severe headache
- Excessive drowsiness
- Nausea and/or vomiting
- Double vision, blurred visions, pupils of different sizes
- Loss of muscle coordination such as falling down, walking strangely, or staggering
- Being confused or having problems with memory
- Breathing irregularly
- Dizziness
- Convulsions
- Bleeding or discharge from the ear
- Sensitivity to light or noise
- Loss of consciousness

Seizures

To address the care of a student with a seizure disorder while at school or participating in a school activity, a parent may submit a seizure management and treatment plan to the district before the beginning of the school year or upon enrollment of the student, or as soon as practicable following a diagnosis of a seizure disorder for the student. For more information, contact the school nurse.

Diabetes

In accordance with a student's individual health plan for management of diabetes, a student with diabetes will be permitted to possess and use monitoring and treatment supplies and equipment while at school or at a school-related activity. See the school nurse or principal for more information.

Preparedness Training: CPR and Stop the Bleed

The district has developed a bleeding control station protocol for employees and volunteers and annually offers instruction on how to use the bleeding control stations.

MEDICINE AT SCHOOL

According to Section 22.052, Education Code, any medication administered to a student in a Texas School, must have a written request/authorization from the student's parent's or legal guardian and must be in the original container and be properly labeled.

If a student must take medication during school hours, the student's parents must provide the medication. All medication, whether prescription or nonprescription, must be kept in the nurse's office and be administered by the nurse or other authorized district employee. A student may be authorized to possess his or her own medication because of asthma or a severe allergy as described below or as otherwise allowed by law.

The district will not purchase nonprescription medication to give to a student.

In accordance with policy FFAC, authorized employees may administer:

- Prescription medications in **the original, properly labeled container**, provided by the parent, along with a written request.
- Prescription medication from a properly labeled unit dosage container filled by a registered nurse or other qualified district employee from the original, properly labeled container provided by the parent along with a written request.
- Nonprescription medication in the original, properly labeled container, provided by the parent along with a written request. Note: insect repellent is considered a nonprescription medication.
- Herbal or dietary supplements provided by the parent only if required by the student's individualized education program (IEP) or Section 504 plan for a student with disabilities.

An elementary student may possess and self-apply sunscreen to avoid overexposure to the sun. An elementary student's teacher or other district personnel will apply sunscreen to the student's exposed skin if the students bring sunscreen to school and ~~ask~~ask for help applying it.

A student with asthma or severe allergic reaction (anaphylaxis) may be permitted to possess and use prescribed asthma or anaphylaxis medication at school or school-related events if he or she has written authorization from his or her parent and a physician or other licensed health-care provider. The student must also demonstrate to his or her physician or health-care provider and to the school nurse the ability to use the prescribed medication, including any device required to administer the medication.

If the student has been prescribed asthma or anaphylaxis medication for use during the school day, the student and parents should discuss this with the school nurse or principal.

In accordance with a student's individual health plan for management of diabetes, a student with diabetes will be permitted to possess and use monitoring and treatment supplies and equipment while at school or at a school-related activity. See the school nurse or principal for information. [See policy FFAF(LEGAL).]

Unassigned Medication for ~~Respiratory~~Respiratory Distress

In accordance with Chapter 38, Subchapter E of the Education Code, the board has adopted a policy to allow authorized and trained school personnel and or school volunteers to administer a medication for respiratory distress on a school campus or a school related activity to a person ~~responsible~~responsibility believed to be experiencing symptoms of respiratory distress.

The district will ~~provide~~**provided** for each campus school personnel and or school volunteers who are trained to administer prescription medication for respiratory distress during regular school hours.

“Unassigned medicine for respiratory distress” means albuterol, levalbuterol, or another medication designated by the executive commission of the Health and Human Services Commission for the treatment of respiratory distress, prescribed by an authorized health care provider in the name of the district with a non-patient-specific standing delegation order for the administration of a medication for respiratory distress, and issued by an authorized health0care provider.

For additional information, see FFAC(LOCAL).

Unassigned Epinephrine Auto-injectors

In accordance with Chapter 38, Subchapter E of the Education Code, the board has adopted a policy to allow authorized [school personnel and/or school volunteers] who have been adequately trained to administer an unassigned epinephrine auto-injector to a person who is reasonably believed to be experiencing a severe allergic reaction (anaphylaxis). An “unassigned epinephrine auto-injector” is an epinephrine autoinjector prescribed by an authorized health-care provider in the name of the school issued with a non-patient-specific standing delegation order for the administration of an epinephrine auto-injector. Epinephrine auto-injectors include brand-name devices such as EpiPens®. Authorized and trained individuals may administer an epinephrine autoinjector at any time to a person experiencing anaphylaxis on a school campus. The district will ensure that at each campus a sufficient number of school personnel and/or school volunteers are trained to administer epinephrine so that at least one trained individual is present on campus during regular school hours and whenever school personnel are physically on site for school-sponsored activities. Authorized and trained individuals may administer an unassigned epinephrine auto-injector to a person experiencing anaphylaxis (at an off-campus school event or while in transit to or from a school event) when an unassigned epinephrine auto-injector is available. For additional information, see FFAC(LOCAL).

You will be responsible for picking up your child’s medications at the end of the school year. Any medications not picked up by the last day of the school year will be disposed of. Trained NON-MEDICAL District personnel may administer medication to students. See the school nurse or principal for information. [See policy FFAF]

Prescription Medications:

1. An IPCISD Prescription Medication Authorization Form must be completed and signed by the physician and parent/guardian. **Medication cannot be given at school until the form is correctly completed.** This form is required for each prescription medication and a new form is required each school year.
2. Medication must be brought to the school in a pharmacy-labeled bottle that contains the child’s name, name of the medication, physician’s name and instructions on how and when the medication is to be given. You can request an extra bottle with the appropriate label to supply to the school from your pharmacy.
3. A parent/guardian is to bring any medications (prescription and over-the-counter) to the school.

4. It is the parent's responsibility to let the nurse know of medication changes. The nurse will dispense medication on the current orders on file.

Over the Counter Medications:

1. Over-the-counter (OTC) medications can be given only if an IPCISD Non-Prescription (OTC) Medication Authorization Form is completed and signed by the parent/guardian. This form is required for each over the counter medication and a new form is required each school year.
2. OTC medication must be in the original, **unopened**, container and will be administered according to the printed package directions for use. The student's full name must be clearly labeled on the medication package. Requests to alter the dosage and/or frequency of OTC medications must be accompanied by a **physician's written note** stating the dosage and frequency the medication is to be given. For example, an adult medication cannot be given to a child without a note from a physician.
3. A parent/guardian is to bring all medications (prescription and non-prescription) to the school.
4. Pre-K – 5th: No OTC medication will be given before 11 am or after 1 pm to students in these grades, unless school personnel is notified by the parent/guardian (by phone or written note). This is to prevent accidental over medicating of these young children.

Student Illness

When your child is ill, please contact the school to let us know he or she will not be attending that day. It is important to remember that schools are required to exclude students with certain illnesses from school for periods of time as identified in state rules.

Possible reasons for exclusion may include but are not limited to:

- Fever over 100 degrees- If your child has a fever greater than 100 degrees, he or she must stay out of school until fever free for 24 hours without fever-reducing medications.
- Vomiting and/or Diarrhea-Students with two or more episodes of vomiting and/or diarrhea must stay home until they are vomiting and diarrhea free without vomiting or diarrhea-suppressing medications for at least 24 hours.
- Head lice and/or nits
- Conjunctivitis (pink eye)
- Strep Throat
- Chicken Pox
- Ring worm of the scalp
- Influenza
- Impetigo
- Undiagnosed rash
- Any other condition or possible communicable disease as determined by the school nurse.

You may go to the Texas Department of State Health Services website for additional information regarding communicable diseases.

If a student becomes ill during the school day, he or she must receive permission from the teacher before reporting to the school nurse. If the nurse determines that the child should go home, the child's parent/guardian will be contacted. In the event a parent/guardian cannot be reached, an emergency contact will be notified.

The district is also required to report certain contagious (communicable) diseases or illnesses to the Texas Department of State Health Services (TDSHS) or local/regional health authority. Please see the TX Department of State Health Services website for more information.

Physical Examinations/Health Screenings

The school nurse conducts spinal, vision, and hearing screenings as required by law. For more information regarding these screenings, contact the school nurse at your child's campus.

The Texas Department of State Health Services requires periodic health screenings of school-aged children for vision, hearing and spinal problems. Screenings are conducted by school nurses and certified staff. If your child fails a screening test, the school nurse will recheck them. Parents are notified by the school nurse when results are not within normal limits after the student has been rescreened.

Spinal Screening Program

School-based spinal screening helps identify adolescents with abnormal spinal curvature and refer them for appropriate follow-up by their physician. Screening can detect scoliosis at an early stage, when the curve is mild and may go unnoticed. Early detection is key to controlling spinal deformities.

All student who meet the Texas Department of State Health Services criteria will be screened for abnormal spinal curvature before the end of the school year. For information on spinal screening by an outside professional or exemption from spinal screening based on religious beliefs, see policy FFAA (LEGAL) or contact the superintendent.

Spinal screening is non-invasive and conducted following the most recent, nationally accepted and peer-reviewed standards for spinal screening.

For more information, please visit the Department of State Health Services at <https://www.dshs.texas.gov/spinal/screening.shtm>

Immunization

Upon enrollment, a student must be fully immunized against certain diseases OR must present a certificate or statement that, for medical reasons or reasons of conscience, including a religious belief, the student will not be immunized. The immunizations required are: diphtheria, tetanus, and pertussis; polio, measles, mumps, and rubella, hepatitis A, hepatitis B, varicella (chicken pox), and meningococcal. Please see the TDSHS website for a complete list of minimum vaccine requirements for school. Proof of immunization may be established by personal records from a licensed physician or public health clinic with a signature or rubber-stamp validation.

Instructions for Filing Immunization Exemptions:

1. To claim an exclusion for medical reasons, the parent/guardian must present a statement signed by the child's Physician, duly registered and licensed to practice medicine in the United States who has examined the child, in which it is stated that, in the Physician's opinion, the vaccine required is medically contraindicated or poses a significant risk to the health and well-being of the child or any

member of the child's household. Unless it is written in the statement that a lifelong condition exists, the exemption statement is valid for only **one year** from the date signed by the Physician.

2. To claim an exclusion for reasons of conscience, including religious beliefs, a signed and notarized affidavit issued by the Texas Department of State Health Services (DSHS) must be presented by the child's parent/guardian, stating that the child's parent or legal guardian declines vaccinations for reasons of conscience, including religious beliefs. The affidavit will be valid for a **two year** period from the date it was notarized. If the parent is seeking an exemption for more than one student in the family, a separate form must be provided for each student.

Children, who have not received the required immunizations for reasons of conscience, including religious beliefs, may be excluded from school in times of emergency or epidemic declared by the Commissioner of Public Health. A person claiming exclusion for reasons of conscience, including religious beliefs, from a required immunization may obtain the affidavit from by submitting a request to the DSHS Immunization Branch. The request must include the full name of the child and the child's date of birth.

Requests for affidavit forms must be submitted to the Department through one of the following methods:

1. Written request through the United States Postal Service (or other commercial carrier) to the Department of State Health Services at: DSHS Immunization Branch, Mail Code 1946, P.O. Box 149347, Austin, TX 78714-9347.
2. By facsimile at (512) 458-7544
3. By hand delivery at the Department of State Health Services physical address at 1100 West 49th Street, Austin, TX 78756
4. Via the Department of State Health Services Immunization Program Internet website (www.ImmunizeTexas.org)

Upon request, one affidavit form for each child will be mailed unless otherwise specified (shall not exceed a maximum of five forms per child).

The Department shall not maintain a record of the names of individuals who request an affidavit and shall return the original request (where applicable) with the forms requested.

Bacterial Meningitis

For information on bacterial meningitis, please go to the Department of State Health Services (DSHS) at <http://www.dshs.state.tx.us/immunize/school/meningitis-information-for-students---parents/>

MRSA

What is Staphylococcus Aureus (Staph)? Staphylococcus Aureus, commonly referred to as "staph", can be carried on the skin or in the nose. Staph is one of the most common causes of skin infections in the United States.

What is MRSA (Methicillin-Resistant Staphylococcus Aureus)? Some staph bacteria are resistant to antibiotics. MRSA is a type of staph that is resistant to certain antibiotics.

What does a staph or MRSA infection look like? Staph bacteria, including MRSA, can cause skin infections that may look like a pimple or boil and can be red, swollen, painful, or have pus or other drainage.

How are MRSA and staph infections spread? Any open wound is a potential entry point for MRSA or other infections. Factors that have been associated with the spread of MRSA include close

skin-to-skin contact, opening in the skin such as cuts or abrasions, and contaminated items and surfaces.

How can I prevent staph or MRSA infections? Practice good hygiene. Keep your hands clean by washing thoroughly with soap and water or using an alcohol-based hand sanitizer. Keep cuts and scrapes clean and covered with a bandage until healed. Avoid contact with other people's wounds or bandages. Avoid sharing personal items such as towels or razors.

What should I do if I think my child has a staph infection? Contact your healthcare provider immediately.

If I have a staph or MRSA infection, what can I do to prevent others from getting infected?

Keep wounds that are draining or have pus covered with clean, dry bandages. You and anyone you come in close contact with should wash their hands frequently with soap and warm water or use an alcohol-based hand sanitizer, especially after changing the bandage or touching the infected wound. Avoid sharing personal items such as towels, washcloths, razors, or any article of clothing that may have come in contact with the infected wound or bandage. Tell your healthcare providers who treat you that you have or have had a MRSA or staph infection. Check with your child's Physician regarding when your child should return to school. Contact the School Nurse or Principal if your child has a staph infection. Bring a note from the Physician upon returning to school after having a staph infection stating when the child may return to school.

Are staph and MRSA treatable? Most staph and MRSA infections are treatable with antibiotics. If your healthcare provider prescribes an antibiotic, you must complete all the doses for it to be effective, even if the infection starts getting better. Do not share antibiotics with others. Sometimes the area may require draining. This should be done by your healthcare provider. Never drain the infected area at home.

Food Allergies

The district requests to be notified when a student has been diagnosed with a food allergy, especially those allergies that could result in dangerous or possibly life-threatening reactions either by breathing, eating, or touching the particular food. It is important to disclose the food to which the student is allergic, as well as the nature of the allergic reaction. Please contact the school nurse or campus principal if your child has a known food allergy or as soon as possible after any diagnosis of a food allergy.

The district has developed and annually reviews a food allergy management plan, based on the Texas Department of State Health Services' (DSHS) "Guidelines for the Care of Students with Food Allergies At-Risk for Anaphylaxis." The district's management plan addresses employee training, dealing with common food allergens, and specific strategies for dealing with students diagnosed with severe food allergies. When the district receives information that a student has a food allergy that puts the student at risk for anaphylaxis, individual care plans will be developed to assist the student in safely accessing the school environment.

If your child has an epinephrine injection prescribed by a Physician for severe allergic reactions and you would like to leave one at the school, please contact the school nurse or principal and complete a medication permission form. A Physician's signature will be required also.

Due to students with food allergies, all things sent for birthdays or parties need to be prepackaged allowing the teacher to review the ingredients. Homemade goods will not be permitted.

Head Lice

Head lice, although not an illness or disease, is common among children and is spread very easily through head-to-head contact during play, sports, or nap time and when children share things like brushes, combs, hats, and headphones.

If careful observation indicates that a student has head lice, the school nurse will contact the student's parent to discuss a treatment plan using an FDA-approved mediated shampoo or cream rinse that may be purchased from any drug or grocery store. The school may require or recommend a student be removed from school because of head lice or nits. After the student undergoes one treatment, the parent should contact the school nurse to discuss the treatment used. The nurse can also offer additional recommendations, including subsequent treatments, how best to get rid of lice, and how to prevent lice from reoccurring.

The district will provide notice to parents of elementary school students in an affected classroom without identifying the student with lice.

Psychotropic Drugs

A psychotropic drug is a substance used in the diagnosis, treatment, or prevention of a disease or as a component of a medication. It is intended to have an altering effect on perception, emotion, or behavior and is commonly described as a mood or behavior altering substance.

Teachers and other district employees may discuss a student's academic progress or behavior with the student's parents/guardians or another employee as appropriate; however, they are not permitted to recommend use of psychotropic drugs. A district employee who is a registered nurse, an advanced nurse practitioner, a physician, or a certified or credentialed mental health professional can recommend that a student be evaluated by an appropriate medical practitioner, if appropriate. [For further information, see policy FFAC.]

Other Health-Related Matters

Vending Machines

The district has adopted and implemented the state and federal policies and guidelines for food service, including the guidelines to restrict student access to vending machines. For more information regarding these policies and guidelines, see the principal. [See policies at CO and FFA.]

Tobacco and E-Cigarettes Prohibited

Students are prohibited from possessing or using any type of tobacco product, electronic cigarettes (e-cigarettes), or any other electronic vaporizing device, while on school property at any time or while attending an off-campus school-related activity.

The district and its staff strictly enforce prohibitions against the use of all tobacco products, e-cigarettes, or any other electronic vaporizing device, by students and all others on school property and at school-sponsored and school-related activities. [See the Student Code of Conduct and policies at FNCD and GKA.]

Asbestos Management Plan

The district works diligently to maintain compliance with federal and state law governing asbestos in school buildings. A copy of the district's Asbestos Management Plan is available in the superintendent's office. If you have any questions or would like to examine the

district's plan in more detail, please contact Kevin McCasland, Superintendent, the district's designated asbestos coordinator, at 592-4193.

Pest Management Plan

The district is required to follow integrated pest management (IPM) procedures to control pests on school grounds. Although the district strives to use the safest and most effective methods to manage pests, including a variety of non-chemical control measures, pesticide use is sometimes necessary to maintain adequate pest control and ensure a safe, pest-free school environment.

All pesticides used are registered for their intended use by the United States Environmental Protection Agency and are applied only by certified pesticide applicators. Except in an emergency, signs will be posted 48 hours before indoor application. All outdoor applications will be posted at the time of treatment, and signs will remain until it is safe to enter the area. Parents who have further questions or who want to be notified prior to pesticide application inside their child's school assignment area may contact Superintendent Kevin McCasland the district's IPM coordinator, at 592-4193.

The district has adopted local board policies that promote student physical health. Local policies on the topics below can be found in the district's policy manual, available at www.ipcisd.net.

- Food and nutrition management, CO, COA, COB
- Wellness and Health Services, FFA
- Physical Examinations, FFAA
- Immunizations, FFAB
- Medical Treatment, FFAC
- Communicable Diseases, FFAD
- School-Based Health Centers, FFAE

If you have any questions, you may contact the school nurses via e-mail at:

Jamie Shipp - jshipp@ipcisd.net (IPHS School Nurse)

IPHS- 592-2145 Fax: 592-2583

Jenna Wineinger ~~Kelly Fields~~ - jwineinger@ipcisd.net ~~kfields@ipcisd.net~~ (WFGMS Middle School)

W.F. George Middle School- 592-2196 Fax: 592-2801

Keri Watts ~~Jenna Wineinger~~ - kwatts@ipcisd.net ~~jwineinger@ipcisd.net~~ (Bradford Elementary School Nurse)

Bradford- 592-5841 Fax: 592-2059

Shawna Coggins - scoggins@ipcisd.net (Kidwell Elementary School Nurse)

Kidwell- 592-4322 Fax: 592-2487

Section V

Safety

Student safety on campus, at school-related events, and on district vehicles is a high priority of the District. Although the District has implemented safety procedures, the cooperation of students is essential to ensuring school safety. A student should:

- Avoid conduct that is likely to put the student or other students at risk.
- Follow the behavioral standards in this handbook and the Student Code of Conduct, as well as any additional rules for behavior and safety set by the principal, teachers, or bus drivers.
- Help secure the campus by keeping all exterior doors closed, latched, and locked unless the door is actively monitored by a district employee.
- Follow instructions from teachers and other district employees regarding classroom doors.
- Remain alert to and promptly report to a teacher or the principal any safety hazards, such as intruders on campus or threats made by any person toward a student or staff member. A student may make anonymous reports about safety concerns by placing a note in the reporting box provided on campus.
- Know emergency evacuation routes and signals.
- Follow immediately the instructions of teachers, bus drivers, and other District employees who are overseeing the welfare of students.

For the safety of our students, **ALL** visitors **MUST** report to the office and **MUST** receive permission from the principal before going elsewhere in the school. Failure to do so will result in calling our school police officer and could result in Criminal Trespass charges. (TEC 37.107)

VISITORS TO THE SCHOOL

General Visitors

Parents and others are welcome to visit district schools. For the safety of those within the school and to avoid disruption of instructional time, all visitors must: request entry to the school at the primary entrance unless otherwise directed by a district employee, report to the main office, be prepared to show identification, exit the school at the primary entrance and leave all the exterior doors closed, latched and locked unless actively monitored by a district employee.

If requested by a district employee, a visitor must provide identification such as a driver's license, other picture identification issued by a government entity, or employee or students identification issued by the district. A person who refuses to provide identification and who reasonably appears to have no legitimate reason to be district property may be ejected from district property.

All visitors are expected to demonstrate the highest standards of courtesy and conduct; disruptive behavior will not be permitted.

Animals are not permitted on the playground area or porch area before, during, or after school.

Lunch Visitors

Parents are welcome to visit for lunch. Please refer to page 34 in General Visitors to review policies regarding lunch guests.

Lunch/Recess

Students will be allowed a recess period, after finishing lunch, within the allotted lunch breaks. Visitors may not attend recess, and must exit the building/campus.

Drills: Fire, Tornado, and Other Emergencies

From time to time, students, teachers, and other District employees will participate in drills of emergency procedures. When the alarm is sounded and/or command is given, students should follow the direction of teachers or others in charge quickly, quietly, and in an orderly manner. Students should not use cell phones during any drills.

Kidwell and Bradford Standard Response Protocol

HOLD-Students and staff will hold in their room or designated area and clear the halls.

SECURE-Students and staff will get inside campus and lock outside doors.

LOCKDOWN-No visitors allowed in or out of campus. All doors will remain locked.

EVACUATE-Students and staff evacuate to the designated location given. (Ex: fire)

SHELTER-Students and staff will shelter in place depending on emergency (Ex. tornado)

Fire Drill Bells

Repeating alarm	leave the building quickly and calmly listening for
Strobe lights	directions; halt; stand at attention; return to the
	classroom

ff

2 bells	return to classroom

ff

Reverse Evacuation

Two short whistles followed by	move quickly back into the building and to
a long whistle repeated	assigned designated area

ff

Tornado Drill Bells

1 continuous school bell	move quietly but quickly to the designated locations
	return to the classroom

ff

2 bells	return to classroom

ff

Emergency Lockdown/Evacuation

Move as advised by safety coordinator.

The Kidwell Elementary relocation site for evacuation will be:

Iowa Park Optimist Club

Emergency Medical Treatment and Information

All parents are asked each year to complete a medical care authorization form providing written parental consent to obtain emergency treatment and information about allergies to medications or drugs. Parents should keep emergency care information up-to-date (name of doctor, emergency phone numbers, allergies, etc.). Please contact the school nurse to update any information that the nurse or the teacher needs to know.

The district may consent to medical treatment, which includes dental treatment, if necessary, for a student if:

- The district has received written authorization from a person having the right to consent;
- That person cannot be contacted; and
- The person has not given the district actual notice to the contrary.

The emergency care authorization form will be used by the district when a student's parent or authorized designee is unable to be contacted. A student may provide consent if authorized by law or court order.

Regardless of parental authorization for the district to consent to medical treatment, district employees will contact emergency medical services to provide emergency care when required by law or when deemed necessary such as to avoid a life-threatening situation.

Accident Insurance

Soon after the school year begins, parents will have the opportunity to purchase low-cost accident insurance that will help meet medical expenses in the event of injury to their child. Please see the office for information.

Emergency and School-Closing Information

Each year, parents are asked to complete an emergency release form to provide contact information in the event that school is dismissed early or opening is delayed because of severe weather or another emergency, or if the campus must restrict access due to a security threat.

The district will rely on contact information on file with the district to communicate with parents in an emergency situation, which may include real-time or automated messages. It is crucial to notify your child's school when a phone number previously provided to the district has changed.

Parents may be notified by Skylert for emergency and school closings.

Refer to local television, radio stations, and school web-site for updates on school closings.

Child Sexual Abuse, Sex Trafficking, and Other Maltreatment of Children

The district has established a plan for addressing child abuse, neglect, trafficking, and other maltreatment of children. The plan which may be accessed is available at www.ipcisd.net. Abuse includes physical abuse, including sexual abuse, and psychological and emotional abuse. Trafficking includes both sex and labor trafficking.

Duty to Report

Anyone who suspects that a child has been or may be abused or neglected has a legal responsibility, under state law, to report the suspected abuse or neglect to law enforcement or to Child Protective Services (CPS). See below for information about how to report and respond to allegations of child abuse or neglect.

Physical Abuse

Possible warning signs of physical abuse include:

- Frequent injuries such as bruises, cuts, black eyes, or burns without adequate explanations
- Frequent complaints of pain without apparent injury
- Burns or bruises in unusual patterns that may indicate the use of an instrument or human bite; cigarette burns on any part of the body
- Lack of reaction to pain
- Extreme fear of going home or seeing parents
- Injuries that appear after a child has not been seen for several days
- Unseasonable clothing that may hide injuries to arms or legs

Sexual Abuse

Possible warning signs of sexual abuse include:

- Physical signs of sexually transmitted diseases
- Evidence of injury to the genital area
- Pregnancy in a young girl
- Difficulty in sitting or walking
- Extreme fear of being alone with adults of a certain sex
- Sexual comments, behaviors, or play beyond what is considered age-appropriate behavior
- Knowledge of sexual relations beyond what is expected for a child's age
- Sexual victimization of other children

Children and adolescents who have experienced dating violence may show similar physical, behavioral, and emotional warning signs. [See Dating Violence, Discrimination, Harassment, and Retaliation (All Grade Levels) and Consent to Instruction on Prevention of Child Abuse, Family Violence, Dating Violence, and Sex Trafficking]

Emotional Abuse

Possible warning signs of emotional abuse include:

- Over-compliance or low self-esteem caused by scapegoating or verbal abuse by caregivers
- Severe depression, anxiety, or aggression
- Lag in physical, emotional, and intellectual development

- Indicators of a caregiver who belittles the child, withholds love, and seems unconcerned about the child's problems
- Significant changes to behavior, such as withdrawal or over-aggression
- Significant changes to weight, such as substantial weight gain or weight loss.

Neglect

Possible warning signs of neglect include:

- Obvious malnourishment
- Consistent lack of personal hygiene that poses a health risk
- Stealing or begging for food
- Child unattended for long periods of time
- Unaddressed need for dental care or other medical attention

Description and Warning Signs of Sex Trafficking

Sex trafficking of any sort is prohibited by the Penal Code. Sex trafficking involves forcing a person, including a child, into sexual abuse, assault, indecency, prostitution, or pornography. Traffickers are often trusted members of a child's community, such as friends, romantic partners, family members, mentors, and coaches, although traffickers frequently make contact with victims online. Labor trafficking involves forcing a person, including a child, to engage in forced labor or services.

Possible warning signs of sexual trafficking in children include:

- Changes in school attendance, habits, friend groups, vocabulary, demeanor, and attitude
- Sudden appearance of expensive items (for example, manicures, designer clothes, purses, technology)
- Tattoos or branding
- Refillable gift cards
- Frequent runaway episodes
- Multiple phones or social media accounts
- Provocative pictures posted online or stored on the phone
- Unexplained injuries
- Isolation from family, friends, and community
- Older romantic partners

Additional warning signs of labor trafficking in children include:

- Being unpaid, paid very little, or paid only through tips
- Being employed but not having a school-authorized work permit

- Being employed and having a work permit but clearly working outside the permitted hours for students
- Owing a large debt and being unable to pay it off
- Not being allowed breaks at work or being subjected to excessively long work hours
- Being overly concerned with pleasing an employer and/or deferring personal or educational decisions to a boss
- Not being in control of their own money
- Living with an employer or having an employer listed as a student's caregiver
- A desire to quit a job but not being allowed to do so

Reporting and Responding to Child Abuse, Neglect, Trafficking, and Other Maltreatment of Children

A child who has experienced any type of abuse or neglect should be encouraged to seek out a parent or trusted adult. Children may be reluctant to disclose abuse and may only disclose sexual abuse indirectly. As a parent or trusted adult, it is important to be calm and comforting if your child or another child confides in you. Reassure the child that they did the right thing by telling you.

If your child is a victim of abuse, neglect, trafficking, or other maltreatment, the school counselor or principal will provide information on counseling options for you and your child available in your area. DFPS also manages early intervention counseling programs.

To find out what services may be available in your county, see **Texas Department of Family and Protective Services, Programs Available in Your County** (http://www.dfps.state.tx.us/Prevention_and_Early_Intervention/Programs_Available_In_Your_County/default.asp).

Reports of abuse, trafficking, or neglect may be made to the CPS division of the DFPS at 1-800-252-5400 or on the web at **Texas Abuse Hotline Website** (www.txabusehotline.org).

Further Resources on Sexual Abuse, Sex Trafficking, and Other Maltreatment of Children

The following websites might help you become more aware of child abuse and neglect, sexual abuse, sex trafficking, and other maltreatment of children:

The following websites might help you become more aware of child abuse and neglect, sexual abuse, trafficking, and other maltreatment of children:

- Child Welfare Information Gateway Factsheet (<https://www.childwelfare.gov/pubPDFs/whatiscan.pdf>)
- KidsHealth, For Parents, Child Abuse (<https://kidshealth.org/en/parents/child-abuse.html>)
- Office of the Texas Governor's Child Sex Trafficking Team (<https://gov.texas.gov/organization/cjd/childsextrafficking>)

- Human Trafficking of School-aged Children
(<https://gov.texas.gov/organization/cjd/childsextrafficking>) ·
- Child Sexual Abuse: A Parental Guide from the Texas Association Against Sexual Assault
(<https://taasa.org/product/child-sexual-abuse-parentalguide/>)
- National Center of Safe Supportive Learning Environments: Child Labor Trafficking
(<https://safesupportivelearning.ed.gov/human-traffickingamericas-schools/child-labor-trafficking>)

BULLYING

The district strives to prevent bullying in accordance with the district's policies by promoting a positive school culture: building healthy relationships between students and staff, encouraging reporting of bullying incidents, including anonymous reporting, and investigating and addressing reported bullying incidents.

The district will integrate into instruction research-based content designed to reduce bullying that is appropriate for student' age groups.

Student in elementary will participate in;

- Instruction designed so that students can recognize bullying behaviors and how to report them,
- Age-appropriate discussions that encourage peers to intervene when they observe bullying occur,
- Instruction that characterizes bullying as a behavior that results from the students need to acquire more mature social or coping skills, not an unchangeable trait.

Each campus has a committee that addresses bullying by focusing on prevention efforts and health and wellness initiatives. The committee will include parents and secondary students. For more information on this committee including interest in serving on the committee, contact campus principal.

Bullying is defined in Section 37.0832 of the Education Code as a single significant act or a pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves engaging in written or verbal expression, expression through electronic means, or physical conduct that:

- has the effect or will have the effect of physically harming a student, damaging a student's property or
- placing a student in reasonable fear of harm to the student's person or of damage to the student's property;
- is sufficiently severe, persistent, or pervasive enough that the action or threat creates and intimidating, threatening, or abusive educational environment for a student;
- Materially and substantially disrupts the educational process or the orderly operation of a classroom or school; or
- Infringes on the rights of the victim at school.

Bullying includes cyberbullying. Cyberbullying is defined by Section 37.0832 of the Education Code as bullying that is done through the use of any electronic communication device, including through the use of a cellular or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an Internet website, or any other Internet-based communication tool.

Bullying is prohibited by the district and could include:

- Hazing
- Threats
- Taunting
- Teasing
- Confinement
- Assault
- Demands for money
- Destruction of property
- Theft of valued possessions
- Name-calling
- Rumor-spreading
- Ostracism

The district is required to adopt policies and procedures regarding:

1. Bullying that occurs on or is delivered to school property or to the site of a school-sponsored or school-related activity on or off school property;
2. Bullying that occurs on a publicly or privately owned school bus or vehicle being used for transportation of students to or from school or a school-sponsored or school-related activity; and
3. Cyberbullying that occurs off school property or outside of a school-sponsored or school-related activity if the cyberbullying interferes with a student's educational opportunities or substantially disrupts the orderly operation of a classroom, school, or school-sponsored or school-related activity.

Bullying is prohibited by the district and could include hazing, threats, taunting, teasing, confinement, assault, demands for money, confinement, destruction of property, theft of valued possessions, name-calling, rumor-spreading, and ostracism.

If a student believes that he or she has experienced bullying or has witnessed bullying of another student, the student or parent ~~should notify~~~~to notify~~ a teacher, counselor, principal, or another district employee as soon as possible to obtain assistance and intervention. Any district employee aware of a report of a bullying incident will relay the report to the appropriate administrator. Procedures for reporting allegations of bullying may be found on the district's website.

The administration will investigate any allegations of bullying and related misconduct. The administration will investigate any allegations of bullying or other related misconduct. The district will also provide notice to the parent of the alleged victim and the parent of student alleged to have engaged in bullying.

A student may anonymously report an alleged incident of bullying by using the anonymous reporting ~~tool on the IPCISD website.~~ ~~box in the school building.~~

If the results of an investigation indicate that bullying has occurred, the administration will take appropriate disciplinary action and may notify law enforcement in certain circumstances. Disciplinary or other action may be taken even if the conduct did not meet the definition of bullying.

The district will provide researched based interventions which may include counseling options for ~~students~~~~student~~ who engage in bullying ~~behaviors, students~~~~behaviors~~~~students~~ who are targeted by bullying behaviors and any student who witnessed bullying behaviors.

Any action taken in response to bullying will comply with state and federal law regarding students with disabilities.

Any retaliation against a student who reports an incident of bullying is prohibited.

Upon the recommendation of the administration, the board may, in response to an identified case of bullying, decide to transfer a student found to have engaged in bullying to another classroom at the campus. In consultation with the student's parent, the board may transfer the student to another campus in the district. The parent of a student who has been determined by the district to be a victim of bullying may request that the student be transferred to another classroom or campus within the district.

[Also see School Safety **Transfers on page 18, and policy FFI(LOCAL).**]

A copy of the district's policy is available in the principal's office, superintendent's office, and on the district's web site.

A student or parent who is dissatisfied with the outcome of an investigation may appeal through policy FNG(LOCAL).

Hazing

Hazing is defined by Section 37.151 of the Education Code as an intentional, knowing, or reckless act, on or off campus, by one person alone or acting with others, directed against a student for the purpose of pledging, initiation into, affiliation with, holding office in, or maintaining membership in a student organization if the act meets the elements in Education Code 37.151, including:

- Any type of physical brutality;
- An activity that subjects the student to an unreasonable risk of harm or that adversely affects the student's mental or physical health, such as sleep deprivation, exposure to the elements, confinement to small spaces, calisthenics, or consumption of food, liquids, drugs, or other substances;
- An activity that induces, causes, or requires the student to perform a duty or task that violates the Penal Code; and
- Coercing a student to consume a drug or alcoholic beverage in an amount that would lead a reasonable person to believe the student is intoxicated.

Hazing will not be tolerated by the district. If an incident of hazing occurs, disciplinary consequences will be handled in accordance with the Student Code of Conduct. It is a criminal

offense if a person engages in hazing; solicits, encourages, directs, aids, or attempts to aid another in hazing; or has firsthand knowledge of an incident of hazing being planned or having occurred and fails to report this to the principal or superintendent or law enforcement official.

[Also see **Bullying on page 68** and policies FFI and FNCC.]

Gang-Free Zones

Certain criminal offenses, including those involving organized criminal activity such as gang-related crimes, will be enhanced to the next highest category of offense if they are committed in a gang-free zone. For purposes of the district, a gang-free zone includes a school bus and a location in, on, or within 1000 feet of any district-owned or leased property or campus playground.

Dating Violence, Discrimination, Harassment and Retaliation

The district believes that all students learn best in an environment free from **dating violence**, discrimination, harassment, and retaliation and that their welfare is best served when they are free from this prohibited conduct while attending school. Students are expected to treat other students and district employees with courtesy and respect; to avoid behaviors known to be offensive; and to stop those behaviors when asked or told to stop. District employees are expected to treat students with courtesy and respect.

The board has established policies and procedures to prohibit and promptly respond to inappropriate and offensive behaviors that are based on a person's race, color, religion, gender, national origin, disability, or any other basis prohibited by law. A copy of the district's policy is available in the principal's office and in the superintendent's office. The policy can also be accessed at www.ipcisd.net [See policy FFH]

Discrimination

Discrimination is defined as any conduct directed at a student on the basis of race, color, religion, gender, national origin, disability, or any other basis prohibited by law, that it negatively affects the student.

Harassment

Harassment, in general terms, is conduct so severe, persistent, or pervasive that it affects the student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; or substantially interferes with the student's academic performance.

Examples of harassment may include, but are not limited to, offensive or derogatory language directed at a person's religious beliefs or practices, accent, skin color, or need for accommodation; threatening or intimidating conduct; offensive jokes, name-calling, slurs, or rumors; physical aggression or assault; graffiti or printed material promoting racial, ethnic, or other negative stereotypes; or other kinds of aggressive conduct such as theft or damage to property.

Two types of prohibited harassment are described below.

Sexual Harassment and Gender-Based Harassment

Sexual harassment and gender-based harassment of a student by an employee, volunteer, or another student are prohibited.

Examples of sexual harassment may include, but not be limited to, touching private body parts or coercing physical contact that is sexual in nature; sexual advances; jokes or conversations of a sexual nature; and other sexually motivated conduct, communications, or contact.

Sexual harassment of a student by employee or volunteer does not include necessary or permissible physical contact not reasonably construed as sexual in nature. However, romantic and other inappropriate social relationships, as well as all sexual relationships, between students and district employees are prohibited, even in consensual.

Gender-based harassment includes harassment based on a student's gender, expression by the student of stereotypical characteristics associated with the student's gender, or the student's failure to conform to stereotypical behavior related to gender. Examples of gender-based harassment directed against a student, regardless of the student's actual or perceived sexual orientation or gender identity, may include, but not be limited to, offensive jokes, name-calling, slurs, or rumors; physical aggression or assault; threatening or intimidating conduct; or other kinds of aggressive conduct such as theft or damage to property.

Retaliation

Retaliation against a person who makes a ~~good faith~~ report of discrimination or harassment, including dating violence, is prohibited. Retaliation against a person who is participating in an investigation of alleged discrimination or harassment is also prohibited. ~~A person who makes a false claim or offers false statements or refuses to cooperate with the district investigation, however, may be subject to appropriate discipline.~~

~~Examples of retaliation may include threats, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.~~

Reporting Procedures

Any student who believes that he or she has experienced dating violence, discrimination, harassment, or retaliation should immediately report the problem to a teacher, counselor, principal, or other district employee. The report may be made by the student's parent. See [the FFH series of policies and FFH \(Exhibit\) policy FFH\(LOCAL\)](#) for the appropriate district officials to whom to make a report.

Upon receiving a report of prohibited conduct as defined by [FFH series of policies](#) ~~policy FFH~~, the district will determine whether the allegations, if prove, would constitute prohibited conduct as defined by that policy. If not, the district will refer to policy FFI to determine if the allegations, if proven, would constitute bullying, as defined by law and that policy. If the alleged prohibited conduct, if proven, would constitute prohibited conduct and would also be considered bullying as defined by law and policy FFI, an investigation of bullying will also be conducted.

The district will promptly notify the parents of any student alleged to have experienced prohibited conduct involving an adult associated with the district. In the event alleged prohibited conduct involves another student, the district will notify the parents of the student alleged to have

experienced the prohibited conduct when the allegations, if proven, would constitute a violation as defined by ~~the FFH series of policies.~~ policy FFH.

Investigation of Reported Harassment

To the extent possible, the District will respect the privacy of the student; however, limited disclosures may be necessary to conduct a thorough investigation and to comply with law. Allegations of prohibited conduct, which includes dating violence, discrimination, harassment, and retaliation, will be promptly investigated.

The District will promptly notify the parents of any student alleged to have experienced prohibited conduct involving an adult associated with the district. In the even alleged prohibited conduct involves another student, the district will notify the parents of the student alleged to have experienced the prohibited conduct when the allegations, if proven, would constitute a violation as defined by policy.

If a law enforcement or other regulatory agency notifies the district that it is investigating the matter and requests that the district delay its investigation, the district will resume the investigation at the conclusion of the agency's investigation.

During the course of an investigation, the district may take interim action to address the alleged prohibited conduct.

When an investigation is initiated for alleged prohibited conduct, the district will determine whether the allegations, if proven, would constitute bullying, as defined by law. If so, an investigation of bullying will also be conducted. [See policy FFI.]

If the District's investigation indicates that prohibited harassment occurred, appropriate disciplinary action and, in some cases corrective action will be taken to address the conduct. The District may take disciplinary and corrective action even if the conduct that is the subject of the complaint was not unlawful.

Retaliation against a person who makes a good faith report of prohibited harassment is prohibited. A person who makes a false claim or offers false statements or refuses to cooperate with a District investigation, however, may be subject to appropriate discipline.

A student or parent who is dissatisfied with an outcome of the investigation may appeal in accordance with policy FNG (LOCAL).

In its efforts to promote nondiscrimination, the District makes the following statements:

Counseling

The district has a comprehensive school counseling program that includes:

- A guidance curriculum to help students develop their full educational potential, including the student's interests and career objectives;
- A responsive services component to intervene on behalf of any student whose immediate personal concerns or problems put the student's continued educational, career, personal, or social development at risk;
- An individual planning system to guide a student as the student plans, monitors, and manages the student's own educational, career, personal, and social development; and
- Systems to support the efforts of teachers, staff, parents, and other members of the community in promoting the educational, career, personal, and social development of students.

The district will make a preview of the program including all materials and curriculum, available to parents to review during school hours.



Section VI

Student Conduct and Discipline

The board has adopted a Student Code of Conduct that defines standards of acceptable behavior-on and off campus during remote and in-person instruction, and on district vehicles-and outlines consequences for violation of these standards. The district has disciplinary authority over a student in accordance with the Student Code of Conduct. Students and parents should be familiar with the standards set out in the Student Code of Conduct, as well as campus and classroom rules.

During summer instruction, the Student Handbook and Student Code of Conduct in place for the school year immediately preceding the summer period shall apply, unless the district ~~amendments~~ either or both documents for the purpose of summer instruction.

STUDENT CONDUCT

In order for students to take advantage of available learning opportunities and to be productive members of our campus community, each student is expected to:

- Demonstrate courtesy—even when others do not.
- Be ready to work.
- Have all supplies needed each day.
- Keep hands, feet, books, and objects to yourself.
- No searing, teasing, rude gestures, or put downs.
- Follow the directions that are given.
- No talking at inappropriate times or blurting out.
- No interrupting others, especially during a lesson.
- It is important not to be rude or disrespectful to others.
- Have your completed homework each day.
- Inappropriate behavior in the restroom, cafeteria, or playground will not be tolerated.

Campus Behavior Coordinator

By law, each campus has a campus behavior coordinator to apply discipline management techniques and administer consequences for certain student misconduct, as well as provide a point of contact for student misconduct. The contact information for each campus behavior coordinator is available on the district's website at www.ipcisd.net and the coordinator for this campus is listed below:

~~Amanda McLemore~~~~shley Lamb~~

~~Kidwell Assistant Principal~~

~~1200 N Third, Iowa Park TX 76367~~

~~arosenberger@ipcisd.net~~~~lamb@ipcisd.net~~

~~940-592-4322~~

~~The campus behavior coordinator is:~~

~~Jennifer Roberts~~

~~1200 N Third~~

~~Iowa Park, Texas 76367~~

~~940-592-4322~~

Kelli Gates

Bradford Assistant Principal

809 Texowa, Iowa Park, TX 76367

kgates@ipcisd.net

940-592-5841

DRESS AND GROOMING

The District's dress code is established to teach grooming and hygiene, prevents disruption, and minimizes safety hazards. Students and parents may determine a student's personal dress and grooming standards, provided that they comply with the following:

General Appearance and Grooming

1. Hair shall be clean and well groomed. All hair should be kept out of the eyes. Any unnatural hair coloring, hairstyle (mohawks, patterns/designs/lines shaved in the hair, tails), ornamentation (feathers or tinsel), or haircut that distracts other students will not be allowed. Final discretion on whether hair is a distraction will be left up to the campus principal.

2. Sunglasses are not to be worn on campus.
3. No nose rings, eyebrow rings, belly button rings, gauges, or tongue rings will **NOT** be allowed.
4. Footwear shall be part of the regular attire. **Flips flops are strongly discouraged.**
5. No belt chains or wallet chains will be allowed
6. Hats, caps, headbands or any distracting or unusual ornaments will not be allowed on campus except on approved occasions
7. Tattoos, permanent or temporary, professional or amateur, are not allowed to be visible and must be covered at all times.

General Clothing

1. Clothing with obscene, offensive, containing distracting slogans or pictures, have derogatory or harassing messages, or that advertise alcoholic beverages or tobacco products or any other prohibited item will be not permitted
2. Sleeveless shirts are permitted. Sleeves must be hemmed and not of the tank top or spaghetti-strap variety (no large arm holes). Cut-off/midriff shirts or net-type shirts are not permitted.
3. Armholes in shirts should be appropriately sized to the individual, showing no underwear or skin
4. Underwear type and tank type shirts are not acceptable as outer clothing
5. Pants must be no larger than two waist sizes above the normal for the student and the length of any pants must not compromise the safety of the student. as outerwear
6. Mid-length or longer shorts, dresses and skirts will be permitted. Shorts and skirts must be finger-tip length. Shorts **must** be worn under dresses and skirts for PE classes.
7. Baggy pants and gang related clothing will not be allowed
8. No jackets are to be worn below the knee.
9. No skate type shoes. (Ex: Heelys)
10. No backpacks with wheels.
11. ~~Clothing with holes and tears will not be permitted. Shreds in clothing should not reveal skin beneath shred or be in inappropriate areas. Inappropriate areas will be determined by the campus principal.~~ 11. Tears or shreds in shirts are not permitted. Pants that have tears or shreds that show skin will be allowed if the tears or shreds are at mid-thigh or below and the tears or shreds are not excessive.. Tears or shreds in pants that are above the mid-thigh are not to reveal skin beneath the shred, be in inappropriate areas, or be excessively mutilated. Inappropriate locations of tears or shreds and excessive mutilation will be determined by the campus principal.¶
12. Shoes with cleats (mud catchers), shoes with metal taps or bells, high heel shoes shall not be worn. Appropriate shoes will be worn in PE year-round. Shoes and clothing should be suitable for both playground and indoor wear.
13. ~~Nose rings, gauges, belly button rings, and tongue rings are not acceptable. Male students should not have earrings or any of those mentioned above. Students will not be allowed to have spacers or tape over the earrings.~~ Nose rings, gauges, belly button rings,

and tongue rings are not acceptable. In addition, male students are not allowed to have earrings. Students will not be allowed to have spacers for these piercings or wear tape over piercings.



Special note:

Since dress and grooming styles change throughout the year, ~~year and~~ this dress code may not reflect those changes. **The final decision regarding appropriate dress will be left to the discretion of the principal. Anything deemed to be a distraction to the educational environment will not be permitted.** If the principal determines that a student's grooming or clothing violates the school's dress code, the student will be given an opportunity to correct the problem at school and return to the classroom. If the problem cannot be corrected at school, the principal will work with the student and parent to obtain an acceptable change of clothing for the student in a way that minimizes loss of instructional time. Repeated offenses may result in more serious disciplinary action in accordance with the Student Code of Conduct.

Dress Code Infractions

If the principal determines that a student's grooming or clothing violates the school's dress code, the student will be given an opportunity to correct the problem at school and return to the classroom. If the problem cannot be corrected at school, the principal will work with the student and parent to obtain an acceptable change of clothing for the student in a way that minimizes the loss of instruction time.

Applicability of School Rules

As required by law, the board has adopted a Student Code of Conduct that prohibits certain behaviors and defines standards of acceptable behavior—both on and off campus—as well as on district vehicles, and consequences for violation of the standards. Students need to be familiar with the standards set out in the Student Code of Conduct, as well as campus and classroom rules.

To achieve the best possible learning environment for all students, the Student Code of Conduct and other campus rules will apply whenever the interest of the District is involved, on or off school grounds, in conjunction with classes and school-sponsored activities. The District has disciplinary authority over a student in accordance with the Student Code of Conduct. The District has disciplinary authority over a student:

- During the regular school day and while a student is going to and from school on District transportation
- During lunch periods in which a student is allowed to leave campus
- Within 300 feet of school property
- While a student is in attendance at any school-related activity, regardless of time or location
- For any school-related misconduct, regardless of time or location.

This includes school social events to which a student brings a guest. Guests are expected to observe the same rules as students attending the event, and the person inviting the guest is responsible for the conduct of the guests

A student attending a social event will be asked to sign out when leaving before the end of the event; anyone leaving before the official end of the event will not be readmitted

- When retaliation against a school employee or volunteer occurs or is threatened, regardless of the time or location
- When a student commits a felony, as described by Texas Education Code 37.006
- When criminal mischief is committed on or off school property or at a school-related event

For information regarding Searches of student lockers and vehicles brought onto school property,

Disruptions of School Operations

Disruptions of school operations are not tolerated and may constitute a misdemeanor offense. As identified by law, disruptions include the following:

- Interference with the movement of people at an exit, entrance, or hallway of a District building without authorization from an administrator.
- Interference with an authorized activity by seizing control of all or part of a building.
- Use of force, violence, or threats in an attempt to prevent participation in an authorized assembly.
- Use of force, violence, or threats to cause disruption during an assembly.
- Interference with the movement of people at an exit or an entrance to District property.
- Use of force, violence, or threats in an attempt to prevent people from entering or leaving District property without authorization from an administrator.
- Disruption of classes or other school activities while on District property or on public property that is within 500 feet of District property. Class disruption includes making loud noises; trying to entice a student away from, or to prevent a student from attending, a required class or activity; and entering a classroom without authorization and disrupting the activity with profane language or any misconduct.
- Interference with the transportation of students in vehicles owned or operated by the district.



TARDIES

~~Parents of students with students, with excessive tardies will be contacted by the school resource officer.~~

Closed Campus

After arriving at school, students are not allowed to leave the campus without permission from the office.

Conduct Before and After School

Teachers and administrators have full authority over student conduct at before- or after-school activities on District premises and at school-sponsored events off District premises, such as play

rehearsals, field trips, club meetings, athletic practices, and special study groups or tutorials. Students are subject to the same rules of conduct that apply during the instructional day and will be subject to consequences established by the Student Code of Conduct or any stricter standards of behavior for extracurricular participants established by the sponsor.

School bags

Backpacks with wheels are not permitted.

Social Events

School rules apply to all school social events. Guests attending these events are expected to observe the same rules as students, and the person inviting the guest will share responsibility for the conduct of his or her guest.

A student attending a social event will be asked to sign out when leaving before the end of the event; anyone leaving before the official end of the event will not be readmitted.

Buses and Other School Vehicles

The District makes school bus transportation available to all students living two or more miles from school and any students who are homeless. This service is provided at no cost to students. Bus routes and any subsequent changes are posted at the school. Further information may be obtained by calling the superintendent's office.

See the Student Code of Conduct for provisions regarding transportation to the Disciplinary Alternative Education Program.

Students are expected to assist District staff in ensuring that buses and other district vehicles remain in good condition and that transportation is provided safely. When riding in District vehicles, including buses, students are held to behavioral standards established in this handbook and the Student Code of Conduct. Students must:

- Follow the driver's directions at all times.
- Enter and leave the vehicle in an orderly manner at the designated stop nearest home.
- Keep feet, books, instrument cases, and other objects out of the aisle.
- Not deface the vehicle or its equipment.
- Not put head, hands, arms, or legs out of the window, hold any object out of the window, or throw objects within or out of the vehicle.
- Be seated while the vehicle is moving.
- Not possess or use any form of tobacco or e-cigarettes on any district vehicle.
- Wait for the driver's signal upon leaving the vehicle and before crossing in front of the vehicle.
- When students ride in a District van, suburban, or passenger car, seat belts must be fastened at all times.
- Follow all other rules established by the operator of the vehicle.

Misconduct will be punished in accordance with the IPCISD bus safety regulations and Student Code of Conduct; the privilege to ride in a district vehicle, including a school bus, may be suspended or revoked.

~~1st removal – 5 days 2nd removal – 10 days~~

~~3rd removal – 30 days 4th removal – permanent removal~~

In case of serious misconduct that endangers the safety of other passengers or the driver, the driver shall have the authority to put the student off the bus and/or call for law enforcement assistance. The principal of the student's campus and the student's parents will be notified of the situation as soon as possible.

Fighting

Fighting is defined as physical conflict between two or more individuals. A fight has occurred if a student who is attacked strikes back. To avoid penalty, a student who is under attack should seek to detach him or herself from the situation and get school personnel or adult help. If a student retaliates, both students are deemed to have been fighting and will have consequences according to policy and upon investigation.

Vandalism

The taxpayers of the community have made a sustained financial commitment for the construction and upkeep of school facilities. To ensure that school facilities can serve those for whom they are intended—both this year and for years to come—littering, defacing, or damaging school property is not tolerated. Students will be required to pay for damages they cause and will be subject to criminal proceedings as well as disciplinary consequences in accordance with the Student Code of Conduct.

Harassment on the Basis of Race, Color, Religion, National Origin, or Disability

Students must not engage in harassment behaviors motivated by race, color, religion, national origin, or disability directed toward another student.

Students are expected to treat other students and District employees with courtesy and respect; to avoid any behaviors known to be offensive; and to stop these behaviors when asked or told to stop.

The District encourages parental and student support in its efforts to address and prevent harassment in any form in the public schools. Students and/or parents are encouraged to discuss their questions or concerns about the expectations in this area with a teacher, counselor, or principal.

A student who believes he or she has been harassed by another student or by a District employee is encouraged to report the incident to the principal. The allegations will be investigated and addressed. A substantiated complaint against a student will result in an appropriate disciplinary action, according to the nature of the offense and the Student Code of Conduct. The student or a parent may appeal the decision of the principal regarding the outcome of the investigation in accordance with policy FNG(LOCAL). See also policy FNCL.

To request a transfer of your child to another classroom or campus if your child has been verified by the board or its designee to have been a victim of bullying as the term is defined by Education Code 25.0341, see the superintendent or designee for information. Transportation is not provided for a transfer to another campus. To request a transfer of your child to attend a safe public school in the District if your child attends a school at a campus identified by TEA as persistently dangerous or if your child was a victim of a violent criminal offense while in school or on school grounds. See policy FDD (LOCAL).

Sexual Harassment/ Sexual Abuse

Students must not engage in unwanted and unwelcome verbal or physical conduct of a sexual nature directed toward another student or District employee. This prohibition applies whether the conduct is by word, gesture, or any other sexual conduct, including requests for sexual favors. All students are expected to treat other students and District employees with courtesy and respect, to avoid any behaviors known to be offensive, and to stop these behaviors when asked or told to stop.

The District will notify the parents of all students involved in sexual harassment by student(s) when the allegations are not minor, and will notify the parents of any incident of sexual harassment or sexual abuse by an employee. To the greatest extent possible, complaints will be treated as confidential. Limited disclosure may be necessary to complete the investigation.

A complaint alleging sexual harassment by another student or sexual harassment or sexual abuse by a staff member may be presented by a student and/or a parent in a conference with the principal or designee.

The student or parent may appeal the decision regarding the outcomes of the investigation in accordance with policy FNCJ (LOCAL).

Searches

In the interest of promoting student safety and attempting to ensure that schools are safe and drug free, District officials may from time to time conduct searches. Such searches are conducted without a warrant and as permitted by law.

Students' Desks and Lockers

Students' desks and lockers are school property and remain under the control and jurisdiction of the school even when assigned to an individual student.

Students are fully responsible for the security and contents of their assigned desks and lockers. Students must be certain that their lockers are locked, and that the combinations are not available to others.

Searches of desks or lockers may be conducted at any time there is reasonable cause to believe that they contain articles or materials prohibited by board policy, whether or not a student is present.

The parent will be notified if any prohibited items are found in the student's desk or locker.

Electronic Devices

Use of district-owned equipment and its network systems is not private and will be monitored by the district. [See policy CQ for more information.]

Any searches of personal telecommunications or other personal electronic devices will be conducted in accordance with law, and the device may be confiscated in order to perform a lawful search. A confiscated device may be turned over to law enforcement to determine whether a crime has been committed.

[See policy FNF(LEGAL) for more information.]

Trained Dogs

The District may use trained dogs to alert school officials to the presence of prohibited or illegal items, including drugs and alcohol. At any time, trained dogs may be used on lockers and vehicles parked on school property. Searches of classrooms, common areas, or student belongings may also be conducted by trained dogs when students are not present. A locker, a vehicle, or an item in a classroom to which a trained dog alerts may be searched by school officials.

School officials also have the right to make reasonable searches of a student's person or personal possessions, including, but not limited to automobile, if such possessions are located on or adjacent to school property. Such right is deemed essential to the proper discharge by school officials of their duty to protect the health, safety, and welfare of all students.

Video Cameras

For safety purposes, video/audio equipment may be used to monitor student behavior on buses and in common areas on campus. Students will not be told when the equipment is being used.

The principal will review tapes and document student misconduct. Discipline will be in accordance with the Student Code of Conduct.

In accordance with state law, a parent of a student who receives special education services, a staff member (as this term is defined by law), a principal or assistant principal, or the board may make a written request for the district to place video and audio recording equipment in certain self-contained special education classrooms. The district will provide notice before placing a video camera in a classroom or other setting in which a child receives special education services. For more information or to request the installation and operation of this equipment, contact the principal or the person the district has designated to coordinate the implementation of and compliance with this law.

Unauthorized Persons

In accordance with Education Code 37.105, a school administrator, school resource officer (SRO), or district police officer has the authority to refuse entry or eject a person from district property if the person refuses to leave peaceably on request and:

- The person poses a substantial risk of harm to any person; or
- The person behaves in a manner that is inappropriate for a school setting and the person persists in the behavior after being given a verbal warning that the behavior is inappropriate and may result in refusal of entry or ejection.

Appeals regarding refusal of entry or ejection from district property may be filed in accordance with FNG(LOCAL) or GF(LOCAL).

LAW ENFORCEMENT AGENCIES

Questioning of Students

When law enforcement officers or other lawful authorities wish to question or interview a student at school, the principal will cooperate fully regarding the conditions of the interview, if the questioning or interview is part of a child abuse investigation. In other circumstances:

- The principal will verify and record the identity of the officer or other authority and ask for an explanation of the need to question or interview the student at school.

- The principal ordinarily will make reasonable efforts to notify the parents unless the interviewer raises what the principal considers to be a valid objection.
- The principal ordinarily will be present unless the interviewer raises what the principal considers to be a valid objection.
- The principal will cooperate fully regarding the conditions of the interview, if the questioning or interview is part of a child abuse investigation.

Students Taken Into Custody

State law requires the District to permit a student to be taken into legal custody:

- To comply with an order of the juvenile court.
- To comply with the laws of arrest.
- By law enforcement officer if there is probable cause to believe the student has engaged in delinquent conduct or conduct in need of supervision.
- By a law enforcement officer to obtain fingerprints or photographs for comparison in an investigation.
- By a law enforcement officer to obtain fingerprints or photographs to establish a student's identity, where the child may have engaged in conduct indicating a need for supervision, such as running away.
- By a probation officer if there is probable cause to believe the student has violated a condition of probation imposed by the juvenile court.
- By an authorized representative of Child Protective Services, Texas Department of Family and Protective Services, a law enforcement officer, or a juvenile probation officer, without a court order, under the conditions set out in the Family Code relating to the student's physical health or safety.
- To comply with a properly issued directive from a juvenile court to take a student into custody.

Before a student is released to a law enforcement officer or other legally authorized person, the principal will verify the officer's identity and, to the best of his or her ability, will verify the official's authority to take custody of the student.

The principal will immediately notify the superintendent and will ordinarily attempt to notify the parent unless the officer or other authorized person raises what the principal considers to be a valid objection to notifying the parents. Because the principal does not have the authority to prevent or delay a student's release to a law enforcement officer, any notification will most likely be after the fact.

Notification of Law Violations

The District is required by state law to notify:

- All instructional and support personnel who have responsibility for supervising a student who has been taken into custody, arrested, or referred to the juvenile court for any felony offense or for certain misdemeanors.
- All instructional and support personnel who have regular contact with a student who has been convicted, received deferred prosecution, received deferred adjudication, or was adjudicated for delinquent conduct for any felony offense or certain misdemeanors that occur in school, on school property, or at a school-sponsored or school-related activity on or off school property. These personnel will also be notified if the principal has reasonable grounds to believe the student has engaged in certain conduct.

- All appropriate district personnel in regards to a student who is required to register as a sex offender.
- [For further information, see policies GRAA(LEGAL).]

Discipline Procedures

Office Referrals

The District's Student Code of Conduct lists several offenses and specifies possible consequences by level of offense. A numerical value (demerits) will be placed on each level of offense. Violations of the Student Code of Conduct and or classroom/school rules will result in an investigation being conducted and due process for the student. (See the student Code of Contact for more information) The student has the right and expectation to state his/her side of the story. In most instances, BOTH the numerical value of a particular offense and the combined total of demerits that a student has accumulated throughout the school year will determine a student's disciplinary consequence. Upon completing the investigation the administrator will determine the appropriate disciplinary consequence. The principal makes the final determination of the level of offense and has discretion when assigning consequences.

*Kidwell and Bradford utilize the same offense level system and similar consequences, however demerits begin at Bradford and above.

Examples of offenses

Level 1 offenses include but are not limited to:

1. Class disruptions
2. Failure to complete an assignment
3. Horseplay
4. Bus violation
5. Excess of folder marks for one day

Level 2 offenses are a repeat of Level 1 – Demerits will be doubled.

Level 3 offenses include but are not limited to:

1. Bus violations
2. Profanity or profane gestures
3. Name calling- Teasing- Bullying
4. Malicious behavior
5. Severe disrespect to staff member, adult, bus driver, or any other person
6. Minor vandalism

Level 4 offenses include but are not limited to:

1. Fighting
2. Repeat of Level 3 violations
3. Truancy issues
4. Bringing or possessing a prohibited weapon (not illegal). This may include matches and legal pocket knives.
5. Stealing under \$50.
6. Vandalism

Level 5 offenses include those that would be considered a crime.

Lunch Detention

- a. Students in lunch detention or ISS may bring a lunch ~~from home~~ or purchase a ~~school sack~~ lunch (~~sandwich, white milk, side or vegetables, and fruit~~) from the cafeteria. ~~No hot lunches will be provided.~~ NO SOFT DRINKS are permitted. Milk, juice, and water are only permitted. Any form of candy, cookies, or cake is not permitted in detention. Chips and crackers are acceptable. ~~White milk will be provided.~~
- b. Students are ~~required to complete~~~~required complete~~ work in detention. If a student is not successful in detention, an extra day of detention will be assigned to the student.
- c. Talking is not allowed in lunch detention.
- d. Lunch detention may be assigned for ~~tardiness~~~~tardies~~ or failure to complete assignments as well as other discipline matters.

Corporal Punishment

Corporal punishment—spanking or paddling the student—may be used as a discipline management technique in accordance with the Student Code of Conduct and policy FO (LOCAL) in the District’s policy manual. **If you do not wish for your child to receive Corporal Punishment, a written statement of that fact must be on file in the office of the Principal.**

In School Suspension or Out of School Suspension

While a student is in ISS or OSS, the district will provide the student with all course work for the student’s foundation curriculum classes that the student misses as a result of a suspension.

Field Trips

The principal reserves the right to remove any student from field trip opportunities for discipline infractions. There are certain field trips we have at Kidwell that require students to meet certain requirements.

Section VII

Glossary

GLOSSARY

Accelerated instruction, also referred to as supplemental instruction, is an intensive supplemental program designed to address the needs of an individual student in acquiring the knowledge and skills required at his or her grade level and/or as a result of a student not meeting the passing standard on a state-mandated assessment.

ACT refers to one of the two most frequently used college or university admissions exams: the American College Test. The test may be a requirement for admission to certain colleges or universities.

ARD is the admission, review, and dismissal committee convened for each student who is identified as needing a full and individual evaluation for special education services. The eligible student and his or her parents are members of the committee.

Attendance review committee is sometimes responsible for reviewing a student's absences when the student's attendance drops below 90 percent, or in some cases 75 percent, of the days the class is offered. Under guidelines adopted by the board, the committee will determine whether there were extenuating circumstances for the absences and whether the student needs to complete certain conditions to master the course and regain credit lost because of absences.

CPS stands for Child Protective Services.

DFPS is the Texas Department of Family Protective Services.

DPS stands for the Texas Department of Public Safety.

DAEP stands for disciplinary alternative education program, a placement for students who have violated certain provisions of the Student Code of Conduct.

ESSA is the federal Every Student Succeeds Act passed December 2015.

FERPA refers to the federal Family Educational Rights and Privacy Act that grants specific privacy protections to student records. The law contains certain exceptions, such as for directory information, unless a student's parent or a student 18 or older directs the school not to release directory information.

IEP is the written record of the individualized education program prepared by the ARD committee for a student with disabilities who is eligible for special education services. The IEP contains several parts, such as a statement of the student's present educational performance; a statement of measurable annual goals, with short-term objectives; the special education and

related services and supplemental aids and services to be provided, and program modifications or support by school personnel; a statement regarding how the student's progress will be measured and how the parents will be kept informed; accommodations for state or district wide tests; whether successful completion of state-mandated assessments is required for graduation, etc.

ISS refers to in-school suspension, a disciplinary technique for misconduct found in the Student Code of Conduct. Although different from out-of-school suspension and placement in a DAEP, ISS removes the student from the regular classroom

PGP stands for Personal Graduation Plan, which is recommended for all students entering grade 9 and is required by state law for any student in middle school or higher who fails a section on a state-mandated test or is identified by the district as not likely to earn a high school diploma before the fifth school year after he or she begins grade 9.

SAT refers to one of the two most frequently used college or university admissions exams: the Scholastic Aptitude Test. The test may be a requirement for admissions to certain colleges or universities.

SHAC stands for School Health Advisory Council, a group of at least five members, a majority of whom must be parents, appointed by the school board to assist the district in ensuring that local community values and health issues are reflected in the district's health education instruction.

Section 504 is the federal law that prohibits discrimination against a student with a disability, requiring schools to provide opportunities for equal services, programs, and participation in activities. Unless the student is determined to be eligible for special education services under the Individuals with Disabilities Education Act (IDEA), general education with appropriate instructional accommodations will be provided.

STAAR is the State of Texas Assessments of Academic Readiness, the state's system of standardized academic achievement assessments.

STAAR Alternate 2 is an alternative state-mandated assessment based on modified achievement standards that is administered to eligible students receiving special education services, as determined by the student's ARD committee.

STAAR Spanish is an alternative state-mandated assessment administered to eligible students for whom a Spanish version of STAAR is the most appropriate measure of their academic progress.

State-mandated assessments are required of students at certain grade levels and in specified subjects. Except under limited circumstances, students must pass the STAAR EOC assessments to graduate. Students have multiple opportunities to take the tests, if necessary, for graduation.

Student Code of Conduct is developed with the advice of the district-level committee and adopted by the board and identifies the circumstances, consistent with law, when a student may be removed from the classroom or campus. It also sets out the conditions that authorize or require the principal or another administrator to place the student in a DAEP. It outlines conditions for out-of-school suspension and for expulsion. The Student Code of Conduct also addresses notice to the parent regarding a student's violation of one of its provisions.

TELPAS stands for the Texas English Language Proficiency Assessment System, which assesses the progress that emergent bilingual students make in learning the English language, and is administered for those who meet the participation requirements in

kindergarten–grade 12.

UIL refers to the University Interscholastic League, the statewide voluntary nonprofit organization that oversees educational extracurricular academic, athletic, and music contests.

~~2025-2026~~~~2024-2025~~ EMPLOYEE
HANDBOOK
Iowa Park CISD



*A quality education soaring with hometown
pride*

IOWA PARK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
P.O. BOX 898
IOWA PARK, TX 76367
940-592-4193

If you have difficulty accessing the information in this document because of a disability, please email jschlaud@ipcisd.net.

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Employee Handbook Receipt

Name _____

Campus/Department _____

I hereby acknowledge receipt of a copy of the Iowa Park CISD Employee Handbook. I agree to read the handbook and abide by the standards, policies, and procedures defined or referenced in this document.

Employees have the option of receiving the handbook in electronic format or hard copy.

The IPCISD Employee Handbook may be accessed on the District's website at www.ipcisd.net by scrolling to the middle of the webpage and clicking on "Student and Employee Handbooks." A copy of the handbook may also be viewed in the main office of each campus and at the administration building.

Please indicate your choice by checking the appropriate box below:

- ☐ I choose to receive the employee handbook in electronic format and accept responsibility for accessing it according to the instructions provided.
- ☐ I choose to receive a hard copy of the employee handbook and I understand I am required to contact Jodi Schlaud (jschlaud@ipcisd.net) to obtain a hard copy.

The information in this handbook is subject to change. I understand that changes in district policies may supersede, modify, or render obsolete the information summarized in this document. As the district provides updated policy information, I accept responsibility for reading and abiding by the changes.

I understand that no modifications to contractual relationships or alterations of at-will employment relationships are intended by this handbook.

I understand that I have an obligation to inform my supervisor or department head of any changes in personal information such as phone number, address, etc. I also accept responsibility for contacting my supervisor or the administration personnel if I have questions or concerns or need further explanation.

Signature

Date

Please sign and date this receipt and forward it to your campus principal.

Introduction

The purpose of this handbook is to provide information that will help with questions and pave the way for a successful year. Not all district policies and procedures are included. Those that are have been summarized. Suggestions for additions and improvements to this handbook are welcome and may be sent to your campus principal.

This handbook is neither a contract nor a substitute for the official district policy manual. Nor is it intended to alter the at-will status of non contract employees in any way. Rather, it is a guide to and a brief explanation of district policies and procedures related to employment. These policies and procedures can change at any time; these changes shall supersede any handbook provisions that are not compatible with the change. For more information, employees may refer to the policy codes that are associated with handbook topics, confer with their supervisor, or call the appropriate district office. District policies can be accessed on line at www.ipcisd.net.

District Information

Description of the District

<u>Campus</u>	<u>Physical Address</u>	<u>Phone</u>
Administration Office	328 E. Highway	592-4193
Kidwell Elementary (PK-2)	1200 N. 3rd Street	592-4322
Bradford Elementary (3-5)	809 S. Texowa	592-5841
WF George Middle School (6-8)	412 E. Cash	592-2196
Iowa Park High School (9-12)	1 Bob Dawson Drive	592-2144

Mission Statement, Goals, and Objectives

Policy AE

The mission of the Iowa Park CISD is to ensure our students the best educational experience of any North Texas school district. We will provide a well-rounded school experience in a safe environment that will prepare our graduates to attain their life goals.

Board of Trustees

Policies BA, BB series, BD series, and BE series

Texas law grants the board of trustees the power to govern and oversee the management of the district's schools. The board is the policy-making body within the district and has overall responsibility for the curriculum, school taxes, annual budget, employment of the superintendent and other professional staff, and facilities. The board has complete and final control over school matters within limits established by state and federal laws and regulations.

The board of trustees is elected by the citizens of the district to represent the community's commitment to a strong educational program for the district's children. Board members are elected by place and serve three-year terms. Board members serve without compensation, must be qualified voters, and must reside in the district.

Current board members include:

- Shawn Price, President
- Ken Cooper, Vice-President
- Keli McCord, Secretary
- Jeff Rhoades
- Randy Catlin ~~Dustin Hostas~~
- Brad Green
- Greg Deatherage

The board typically meets on the 2nd ~~Monday~~ ~~Thursday~~ of each month at 6:00 PM. In the event that large attendance is anticipated, the board may meet at a different location. Special meetings may be called when necessary. A written notice of regular and special meetings will be posted on the district website and on the north door of the administration building at least ~~three business days~~ ~~72 hours~~ before the scheduled meeting time. The written notice will show the date, time, place, and subjects of each meeting. In emergencies, a meeting may be held with a one-hour notice.

All meetings are open to the public. In certain circumstances, Texas law permits the board to go into a closed session from which the public and others are excluded. Closed sessions may occur for such things as discussing prospective gifts or donations, real-property acquisition, certain personnel matters including employee complaints, security matters, student discipline, or consulting with attorneys regarding pending litigation.

Administration

Superintendent – Kevin McCasland – 592-4193
Chief Financial Officer – Jonathan Clubb – 592-4193
Curriculum & Instructional Technology Director – Jodi Schlaud – 592-4193
District Services Coordinator/PEIMS – Cindy Teichman – 592-4193
Technology Director – Matt Voss – 592-4193
IPHS Principal – Clifton McFadden – 592-2144
IPHS Assistant Principal – Abby Frost – 592-2144
IPHS Assistant Principal – Sarah Taylor – 592-2144
WF George Middle School Principal – ~~Stefanie Merrell~~ Darla Biddy – 592-2196
WF George Middle School Assistant Principal – Francie Stanford – 592-2196
Bradford Elementary Principal – ~~Jennifer Roberts~~ Brandi Swenson – 592-5841
~~Bradford Elementary Assistant Principal – Kelli Gates – 592-5841~~
Kidwell Elementary Principal – ~~Ashley Lamb~~ Jennifer Roberts – 592-4322
Kidwell Elementary Dean of Students – Amanda Rosenberger – 592-4322

Helpful Contacts

From time to time, employees have questions or concerns. If those questions or concerns cannot be answered by supervisors or at the campus or department level, the employee is encouraged to contact the appropriate department as listed below.

Accounts Payable – Lindy Lamb
Payroll/Benefits – Brittany Pugliesi
Human Resources – ~~KNicole Jordan~~ Ari Murray
Food Service – ShaeLeigh Arledge
Transportation – Ned Miller
Maintenance – Jimmy Medlinger

School Calendar



2025-2026 IOWA PARK CISD SCHOOL CALENDAR

IMPORTANT DATES

July 4	Independence Day
August 5	New Teacher Orientation
August 6-12	Staff Development Day
August 13	First Day of School
September 1	Labor Day
September 29	Staff Development Day
October 24	Two Hour Early Release
October 27	Staff Development Day
November 24	Staff Development Day (Comp)
November 25-28	Thanksgiving Break
December 18	Two Hour Early Release
December 19	Staff Development Day
December 22-January 2	Christmas Break
January 5	Staff Development Day
January 19	Staff Development Day
February 13	Staff Development Day
February 16	Staff Development Day (Comp)
March 9-13	Spring Break
April 3	Student/Staff Holiday
April 6	Staff Development Day (Comp)
May 1	Staff Development Day (Comp)
May 20	Two Hour Early Release
May 20	Last Day of School
May 21	Staff Development Day
May 22	Staff Development Day
May 22	Graduation
May 25	Memorial Day
May 26	Bad Weather Day
May 27	Bad Weather Day

SIX WEEKS PERIODS

August 13- September 26	First Six-Weeks
September 30-November 7	Second Six-Weeks
November 10-December 18	Third Six-Weeks
January 6-February 12	Fourth Six-Weeks
February 17-April 2	Fifth Six-Weeks
April 7-May 20	Sixth Six-Weeks

JULY 2025	S	M	T	W	T	F	S
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NEW TEACHER ORIENTATION	STAFF DEVELOPMENT	STUDENT/STAFF HOLIDAYS	EARLY DISMISSAL	HIGH SCHOOL GRADUATION	BAD WEATHER DAY	(BEGINNING OF SIX WEEKS	) END OF SIX WEEKS	C STAFF COMP DAYS

JULY 2024	S	M	T	W	T	F	S
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2024-2025 IOWA PARK CISD SCHOOL CALENDAR

IMPORTANT DATES

July 4
 August 5-6
 August 7-13
 August 14
 September 2
 October 14
 October 18
 November 25
 November 26-29
 December 18
 December 19
 December 20-January 6
 January 6
 January 20
 February 17
 March 10-14
 April 18
 April 21
 May 21-22
 May 22
 May 23
 May 24
 May 26

Independence Day
 New Teacher Orientation
 Staff Development
 First Day of School
 Labor Day
 Staff Development
 Two Hour Early Release
 Staff Development (Comp)
 Thanksgiving Break
 Two Hour Early Release
 Staff Development (Comp)
 Christmas Break
 Staff Development
 Staff Development
 Staff Development
 Spring Break
 Staff Development (Comp)
 Bad Weather Day
 Two Hour Early Release
 Last Day of School
 Bad Weather Day
 Graduation
 Staff Development
 Staff Development (Comp)

SIX WEEKS PERIODS

August 14-September 20
 September 23-November 1
 November 4-December 18
 January 7-February 14
 February 18-April 4
 April 7-May 22

First Six-Weeks
 Second Six-Weeks
 Third Six-Weeks
 Fourth Six-Weeks
 Fifth Six-Weeks
 Sixth Six-Weeks

JANUARY 2025	S	M	T	W	T	F	S
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NEW TEACHER ORIENTATION	STAFF DEVELOPMENT	STUDENT/STAFF HOLIDAYS	EARLY DISMISSAL	BAD WEATHER DAY	HIGH SCHOOL GRADUATION	(BEGINNING OF SIX WEEKS	) END OF SIX WEEKS	C STAFF COMP DAYS

Employment

Equal Employment Opportunity

Policies DAA, DIA

In its efforts to promote nondiscrimination and as required by law, Iowa Park CISD does not discriminate against any employee or applicant for employment because of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, military status, genetic information, or on any other basis prohibited by law. Additionally, the district does not discriminate against an employee or applicant who acts to oppose such discrimination or participates in the investigation of a complaint related to a discriminatory employment practice. Employment decisions will be made on the basis of each applicant's job qualifications, experience, and abilities.

In accordance with Title IX, the district does not discriminate on the basis of sex and is prohibited from discriminating on the basis of sex in its educational programs or activities. The prohibition against discriminating extends to employment. Inquiries about the application of Title IX may be referred to the district's Title IX coordinator, to the Assistant Secretary for Civil Rights of the Department of Education, or both.

The district designates and authorizes the following employee as the Title IX coordinator for employees to address concerns or inquiries regarding discrimination based on sex, including sexual harassment:

Kevin McCasland, Superintendent
328 East Highway
Iowa Park, TX 76367
kmccasland@ipcisd.net
940-592-4193

Reports can be made at any time and by any person, including during non-business hours, by mail, email, or phone. During district business hours, reports may also be made in person.

The district designates and authorizes the following employee as the ADA/Section 504 coordinator for employees for concerns regarding discrimination on the basis of a disability:

Kevin McCasland, Superintendent
328 East Highway
Iowa Park, TX 76367
kmccasland@ipcisd.net
940-592-4193

Questions or concerns relating to discrimination for any other reason should be directed to the Superintendent.

Job Vacancy Announcements

Policy DC

Announcements of job vacancies by position and location are posted on a regular basis to the district's website.

Employment After Retirement

Policy DC

Individuals receiving retirement benefits from the Teacher Retirement System (TRS) may be employed under certain circumstances on a full- or part-time basis without affecting their benefits, according to TRS rules and state law. Detailed information about employment after retirement is available in the TRS publication *Employment After Retirement*. Employees can contact TRS for additional information by calling 800-223-8778 or 512-542-6400. Information is also available on the TRS Website (www.trs.texas.gov).

Contract and Non Contract Employment

Policy DC series

State law requires the district to employ all full-time professional employees in positions requiring a certificate from the State Board for Educator Certification (SBEC) and nurses under probationary, term, or continuing contracts. Employees in all other positions are employed at-will or by a contract that is not subject to the procedures for nonrenewal or termination under Chapter 21 of the Texas Education Code. The paragraphs that follow provide a general description of the employment arrangements used by the district.

Probationary Contracts. Nurses and full-time professional employees new to the district and employed in positions requiring SBEC certification must receive a probationary contract during their first year of employment. Former employees who are hired after a two-year lapse in district employment or employees who move to a position requiring a new class of certification may also be employed by probationary contract. Probationary contracts are one-year contracts. The probationary period for those who have been employed as a teacher in public education for at least five of the eight years preceding employment with the district may not exceed two school years.

For those with less experience, the probationary period will be three school years (i.e., three one-year contracts) with an optional fourth school year if the board determines it is doubtful whether a term or continuing contract should be given.

Term Contracts. Full-time professionals employed in positions requiring certification and nurses will be employed by term contracts after they have successfully completed the probationary period. The terms and conditions of employment are detailed in the contract and employment policies. All employees will receive a copy of their contract. Employment policies can be accessed on line or copies will be provided upon request.

Noncertified Professional and Administrative Employees. Employees in professional and administrative positions that do not require SBEC certification (such as non instructional administrators) are employed by a one-year contract that is not subject to the provisions for nonrenewal or termination under the Texas Education Code.

Paraprofessional and Auxiliary Employees. All paraprofessional and auxiliary employees, regardless of certification, are employed at will and not by contract. Employment is not for any specified term and may be terminated at any time by either the employee or the district.

Certification and Licenses

Policies DBA, DF

Professional employees whose positions require SBEC certification or professional license are responsible for taking actions to ensure their credentials do not lapse. Employees must submit documentation that they have passed the required certification exam and/or obtained or renewed their credentials to Human Resources in a timely manner. Employees licensed by the Texas Department of Licensing and

Regulations (TDLR) must notify Superintendent Kevin McCasland when there is action against, or revocation of, their license.

A certified employee's contract may be voided without due process and employment terminated if the individual does not hold a valid certificate or fails to fulfill the requirements necessary to renew or extend a temporary certificate, emergency certificate, probationary certificate, or permit. A contract may also be voided if SBEC suspends or revokes certification because of an individual's failure to comply with criminal history background checks. Contact Human Resources if you have any questions regarding certification or licensure requirements.

Recertification of Employment Authorization

Policy DC

At the time of hire all employees must complete the Employment Eligibility Verification Form (Form I-9) and present documents to verify identity and employment authorization.

Employees whose immigration status, employment authorization, or employment authorization documents have expired must present new documents that show current employment authorization. Employees should file the necessary application or petition sufficiently in advance to ensure that they maintain continuous employment authorization or valid employment authorization documents. Contact Human Resources if you have any questions regarding reverification of employment authorization. Failure to verify employment authorization may result in termination.

Searches and Alcohol and Drug Testing

Policy CQ, DHE

Non Investigatory searches in the workplace including accessing an employee's desk, file cabinets, or work area to obtain information needed for usual business purposes may occur when an employee is unavailable. Therefore, employees are hereby notified that they have no legitimate expectation of privacy in those places. In addition, the district reserves the right to conduct searches when there is reasonable cause to believe a search will uncover evidence of work-related misconduct. Such an investigatory search may include drug and alcohol testing if the suspected violation relates to drug or alcohol use. The district may search the employee, the employee's personal items, and work areas including district-owned technology resources, lockers, and private vehicles parked on district premises or work sites or used in district business. Disciplinary action, up to and including termination, may result if an employee refuses to submit to testing or is found to violate district policy.

Employees Required to Have a Commercial Driver's License. Any employee whose duties require a commercial driver's license (CDL) is subject to alcohol and drug testing. This includes all drivers who operate a motor vehicle designed to transport 16 or more people counting the driver, drivers of large vehicles, or drivers of vehicles used in the transportation of hazardous materials. Teachers, coaches, or other employees who primarily perform duties other than driving are subject to testing requirements if their duties include driving a commercial motor vehicle.

Drug testing will be conducted before an individual assumes driving responsibilities. Alcohol and drug tests will be conducted when reasonable suspicion exists, at random, when an employee returns to duty

after engaging in prohibited conduct, and as a follow-up measure. Testing may be conducted following accidents. Return-to-duty and follow-up testing will be conducted if an employee who has violated the prohibited alcohol conduct standards or tested positive for alcohol or drugs is allowed to return to duty.

All employees required to have a CDL or who otherwise are subject to alcohol and drug testing will receive a copy of the district's policy, the testing requirements, and detailed information on alcohol and drug abuse and the availability of assistance programs.

Employees with questions or concerns relating to alcohol and drug policies and related educational material should contact the Superintendent.

Health Safety Training

Policies DBA, DMA

Certain employees who are involved in physical activities for students must maintain and submit to the district proof of current certification or training in first aid, cardiopulmonary resuscitation (CPR), the use of an automated external defibrillator (AED), concussion, and extracurricular athletic activity safety. Certification or documentation of training must be issued by the American Red Cross, the American Heart Association, or another organization that provides equivalent training and certification. Employees subject to this requirement must submit their certification or documentation to the campus principal by the start of school each year. *Employees subject to this requirement must submit their certification or documentation to their supervisor by the announced timelines.*

School nurses and employees with regular contact with students must complete a Texas Education Agency approved, Online training regarding seizure disorder awareness, recognition, and related first aid.

Reassignments and Transfers

Policy DK

All personnel are subject to assignment and reassignment by the superintendent or designee when the superintendent or designee determines that the assignment or reassignment is in the best interest of the district. Reassignment is a transfer to another position, department, or facility that does not necessitate a change in the employment contract. Campus reassignments must be approved by the principal at the receiving campus except when reassignments are due to enrollment shifts or program changes. Extracurricular or supplemental duty assignments may be reassigned at any time unless an extracurricular or supplemental duty assignment is part of a dual-assignment contract. Employees who object to a reassignment may follow the district process for employee complaints as outlined in this handbook and district policy DGBA (Local).

An employee with the required qualifications for a position may request a transfer to another campus or department. A written request for transfer must be completed and signed by the employee and the employee's supervisor. A teacher requesting a transfer to another campus before the school year begins must submit his or her request by April 1. Requests for transfer during the school year *may be* considered only when the change will not adversely affect students and after a replacement has been found. All transfer requests will be coordinated by the Superintendent's office and must be approved by the receiving supervisor.

Workload and Work Schedules

Policies DEAB, DK, DL

Professional Employees. Professional employees and academic administrators are exempt from overtime pay and are employed on a 10-, 11-, or 12-month basis, according to the work schedules set by the district. A school calendar is adopted each year designating the work schedule for teachers and all school holidays. Notice of work schedules including start and end dates and scheduled holidays will be distributed each school year.

Classroom teachers will have planning periods for instructional preparation including conferences. The schedule of planning periods is set at the campus level but must provide at least 450 minutes within each two-week period in blocks not less than 45 minutes within the instructional day. Teachers and librarians are entitled to a duty-free lunch period of at least 30 minutes. The district may require teachers to supervise students during lunch one day a week when no other personnel are available.

Paraprofessional and Auxiliary Employees. Support employees are employed at will and receive notification of the required duty days, holidays, and hours of work for their position on an annual basis. Paraprofessional and auxiliary employees must be compensated for overtime and are not authorized to work in excess of their assigned schedule without prior approval from their supervisor.

ADA Accommodations

Policies DAA, DBB, DIA

The district will provide reasonable accommodations to employees with a disability if the accommodation would allow the individual to perform the essential functions of their job, unless doing so would create an undue hardship. An employee or their supervisor may initiate a request for accommodation by contacting human resources and identifying an adjustment or change at work that is needed because of a disability. An employee also may submit a written request to HR using the ADA Accommodation Request Form, which is available at human resources.

Upon receiving the reasonable accommodation request, HR or the ADA coordinator will meet with the employee and conduct an informal, interactive discussion to identify an accommodation that will allow the employee to perform the essential functions of the job effectively. The district may request medical information concerning the employee's disability to assist in determining what accommodation(s) may be available and appropriate. The employee will be responsible for obtaining the information from their health care provider. Medical information received will be confidential and kept separate from the employee's personnel file.

After meeting with the employee and reviewing medical documentation, HR or the ADA coordinator will determine whether the employee is a qualified individual with a disability and develop a reasonable accommodation plan for the employee. Accommodation will be determined on a case-by-case basis. HR or the ADA coordinator will work closely with the employee and supervisor to ensure that reasonable accommodation is provided and effective.

Breaks for Expression of Breast Milk

Policies DEAB, DG

The district supports the practice of expressing breast milk and makes reasonable accommodations for the needs of employees who express breast milk. A place, other than a multiple user bathroom, that is shielded from view and free from intrusion from other employees and the public where the employee can express breast milk will be provided.

A reasonable amount of break time will be provided when the employee has a need to express milk. For nonexempt employees, these breaks are unpaid and are not counted as hours worked. Employees should meet with their supervisor to discuss their needs and arrange break times.

The Providing Urgent Maternal Protections of Nursing Mothers Act (PUMP Act) requires an employee to notify the district if they believe the district is out of compliance in providing breaks for a nursing mother. The employee must give the district 10 days to come into compliance before making any claim of liability against the district. An employee with concerns should contact Kevin McCasland, Superintendent, 940-592-4193.

Pregnant Workers Fairness Act

Policies DEAB, DG

The Pregnant Workers Fairness Act (PWFA) provides consideration of accommodations to employees who have known limitations related to pregnancy, childbirth, or related medical conditions. An employee seeking a PWFA accommodation should contact Kevin McCasland, Superintendent, 940-592-4193 to begin the interactive process.

Notification to Parents Regarding Qualifications

Policies DK, DBA

In schools receiving Title I funds, the district is required by the Every Student Succeeds Act (ESSA) to notify parents at the beginning of each school year that they may request information regarding the professional qualifications of their child's teacher. ESSA also requires that parents be notified if their child has been assigned or taught for four or more consecutive weeks by a teacher who does not meet applicable state certification or licensure requirements.

Texas law requires that parents be notified if their child is assigned for more than 30 consecutive instructional days to a teacher who does not hold an appropriate teaching certificate. This notice is not required if parental notice under ESSA is sent. Inappropriately certified or uncertified teachers include individuals on an emergency permit (including individuals waiting to take a certification exam) and individuals who do not hold any certificate or permit. Information relating to teacher certification will be made available to the public upon request. Employees who have questions about their certification status can call the Administration Building at 592-4193.

Outside Employment and Tutoring

Policy DBD

All Employees are required to disclose in writing to their immediate supervisor any outside employment that may create a potential conflict of interest with their assigned duties and responsibilities or the best interest of the district. Supervisors will consider outside employment on a case-by-case basis and determine whether it should be prohibited because of a conflict of interest.

Administrators. An employee who has significant administrative duties relating to the operation of a school district, including the operation for a campus, program, or other subdivision of the district is restricted from outside employment. Administrators may not receive financial benefits for performing personal services for any business entity that conducts or solicits business with the district.

Administrators are also prohibited from receiving financial benefits for performing personal services for any education business that provides services regarding the curriculum or administration of any school district or financial benefits for performing personal services for other school districts, open enrollment charter schools, and education service centers. An exception applies to an administrator who is not a superintendent, assistant superintendent, or member of a board of managers if the board approves as required by statute. Services must be performed on the administrator's personal time. Contact the Superintendent for more information.

Performance Evaluation

Policy DN series

Evaluation of an employee's job performance is a continuous process that focuses on improvement. Performance evaluation is based on an employee's assigned job duties and other job-related criteria. All employees will participate in the evaluation process with their assigned supervisor at least annually. Written evaluations will be completed on forms approved by the district. Reports, correspondence, and memoranda also can be used to document performance information. All employees will receive a copy of their written evaluation, participate in a performance conference with their supervisor, and have the opportunity to respond to the evaluation. District teachers shall be appraised annually, except teachers who are eligible for less frequent evaluations in accordance with law and the following local criteria:

- The eligible teacher shall be on an educator term contract;
- The eligible teacher shall not be new to the campus;
- Eligible teachers shall be appraised every three years.

¶

During any school year when a complete Texas Teacher Evaluation and Support System (T-TESS) is not scheduled for an eligible teacher, either the teacher or the principal may require that an appraisal be conducted by providing written notice to the other party.

¶

Written evaluations will be completed on forms provided by the district. Reports, correspondence, and memoranda also can be used to document performance information. All employees will receive a copy of their written evaluation, have a performance conference with their supervisor, and get an opportunity to respond to the evaluation.

¶

T-TESS evaluation calendars are available from the campus principal.

Upon receiving a report, a nursing review committee may review a nurse's nursing services, qualifications, and quality of patient care, as well as the merits of a complaint concerning a nurse, and a determination or recommendation regarding a complaint. A nurse may request, orally or in writing, a

determination by the committee regarding conduct requested of the nurse believed to violate the nurse's duty to a patient.

Employee Involvement

Policies BQA, BQB

At both the campus and district levels, IPCISD offers opportunities for input in matters that affect employees and influence the instructional effectiveness of the district. As part of the district's planning and decision-making process, employees are elected to serve on district- or campus-level advisory committees. Plans and detailed information about the shared decision-making process are available in each campus office or from the Superintendent.

Staff Development

Policy DMA

Staff development activities are organized to meet the needs of employees and the district. Staff development for instructional personnel is predominantly campus-based, related to achieving campus performance objectives, addressed in the campus improvement plan, and approved by a campus-level advisory committee. Staff development for non instructional personnel is designed to meet specific licensing requirements (e.g., bus drivers) and continued employee skill development.

Individuals holding renewable SBEC certificates are responsible for obtaining the required training hours and maintaining appropriate documentation.

Mental Health Training

Policy DMA

All district employees who regularly interact with students are required to complete an evidenced-based mental health training program that is designed to provide instruction regarding the recognition and support of children and youth who experience mental health or substance use issues that may pose a threat to school safety. Employees must provide a certificate of completion to the district that includes the name This topic addresses the requirements for mental health training TEC § 22.904. The commissioner rules (19 TAC § 153.1015) implementing the requirements became effective December 2, 2024. of the training course, along with supporting documentation confirming that the training meets the requirements of the commissioner rules for mental health training.

Campus staff required to complete the training includes, but is not limited to, teachers, coaches, librarians, instructional coaches, administrators, administrative support personnel, school resource officers, paraprofessionals, substitutes, custodians, cafeteria staff, bus drivers, crossing guards, and district special program liaisons, and supervisors of personnel who regularly interact with students.

Compensation and Benefits

Salaries, Wages, and Stipends

Policies DEA, DEAA, DEAB

Employees are paid in accordance with administrative guidelines and an established pay structure. The district's pay plans are reviewed by the administration each year and adjusted as needed. All district positions are classified as exempt or nonexempt according to federal law. Professional employees and academic administrators are generally classified as exempt and are paid monthly salaries. They are not entitled to overtime compensation. Other employees are generally classified as non-exempt and are paid an hourly wage or salary and receive compensatory time or overtime pay for each hour worked beyond 40 in a workweek.

All employees will receive written notice of their pay and work schedules before the start of each school year. Classroom teachers, full-time librarians, full-time nurses, and full-time counselors will be paid no less than the minimum state salary schedule. Contract employees who perform extracurricular or supplemental duties may be paid a stipend in addition to their salary according to the district's extra-duty pay schedule.

Employees should contact the Payroll Manager for more information about the district's pay schedules or their own pay.

Paychecks

All employees are paid monthly. Paychecks will not be released to any person other than the district employee named on the check without the employee's written authorization.

An employee's payroll statement contains detailed information including deductions, withholding information, and the amount of leave accumulated.

The schedule of pay dates for the 2025-2026 school year follows:

September 25, 2025
October 24, 2025
November 21, 2025
December 19, 2025
January 23, 2026
February 25, 2026
March 25, 2026
April 24, 2026
May 22, 2026
June 25, 2026
July 24, 2026
August 25, 2026

Automatic Payroll Deposit

Employees can have their paychecks electronically deposited into a designated account. Contact Payroll/Benefits for more information about the automatic payroll deposit service.

Payroll Deductions

Policy CFEA

The district is required to make the following automatic payroll deductions:

- Teacher Retirement System of Texas (TRS) or Social Security employee contributions
- Federal income tax required for all full-time employees
- Medicare tax (applicable only to employees hired after March 31, 1986)
- Child support and spousal maintenance, if applicable
- Delinquent federal education loan payments, if applicable

Other payroll deductions employees may elect include deductions for the employee's share of premiums for health, dental, life, and vision insurance; annuities; and higher education savings plans. Employees also may request payroll deduction for payment of membership dues to professional organizations. Salary deductions are automatically made for unauthorized or unpaid leave.

Overpayments. Employees are not entitled to any funds the district overpays. An agreement between an employee and the district must be in place in order to deduct any overpayment from one or more paychecks if an overpayment occurs.

If an overpayment is reported in the current fiscal year, a payment plan will be developed to recoup the payment. Generally, an overpayment will be paid in one pay cycle. However, if this creates an undue hardship for the employee, the district has the discretion to develop a plan for regular payroll deductions in the same fiscal year. An agreement between an employee and the district must be in place in order to deduct any overpayment.

Overtime Compensation

Policies DEAB

The district compensates overtime for nonexempt employees in accordance with federal wage and hour laws. Only nonexempt employees (hourly employees and paraprofessional employees) are entitled to overtime compensation. Nonexempt employees are not authorized to work beyond their normal work schedule without advance approval from their supervisor. A nonexempt employee who works overtime without prior approval will be subject to disciplinary action up to and including termination.

Overtime is legally defined as all hours worked in excess of 40 hours in a workweek and is not measured by the day or by the employee's regular work schedule. Nonexempt employees that are paid on a salary basis are paid for a 40-hour workweek and do not earn additional pay unless they work more than 40 hours. For the purpose of calculating overtime, a workweek begins at 12:00 AM on Monday and ends at 11:59 PM on Sunday.

Nonexempt employees that are paid on a salary basis are paid for a 40-hour workweek and do not earn additional pay unless they work more than 40 hours.

Employees may be compensated for overtime (i.e., hours beyond 40 in a workweek) at time-and-a-half rate with compensatory time off (comp time) or direct pay. The following applies to all nonexempt employees:

- ~~Employees can accumulate up to 60 hours of comp time.~~
- Comp time must be used in the duty year that it is earned.
- Use of comp time may be at the employee's request with supervisor approval, as workload permits, or at the supervisor's direction.
- An employee is required to use comp time before using available paid leave (e.g., sick, personal, vacation).
- Weekly time records will be maintained on all nonexempt employees for the purpose of wage and salary administration.

Travel Expense Reimbursement

Policy DEE

Before any travel expenses are incurred by an employee, the employee's supervisor must give approval. For approved travel, employees will be reimbursed for mileage and other travel expenditures according to the current rate schedule ~~and procedures~~ established by the district. ~~Employees must submit receipts, to the extent possible, to be reimbursed for allowable expenses other than mileage.~~

Health, Dental, and Life Insurance

Policy CRD

Group health insurance coverage is available to full time employees who work at least 20 hours per week. The district's contribution to employee insurance premiums is determined annually by the board of trustees. Detailed descriptions of insurance coverage, prices, and eligibility requirements are provided to all employees in a separate booklet entitled Healthcare Summary Plan.

The health insurance plan year is from September 1 through August 31 each fiscal year. New employees must complete enrollment forms within the first 30 days of employment. Current employees can make changes in their insurance coverage by completing the necessary forms through the District's healthcare platform. Employees should contact the District's Payroll and Benefits Manager for more information.

Supplemental Insurance Benefits

Policy CRD

At their own expense, employees may enroll in supplemental insurance programs for cancer and accidental death and dismemberment. Premiums for these programs can be paid by payroll deduction. Employees should contact Payroll/Benefits for more information.

Cafeteria Plan Benefits (Section 125)

Employees may be eligible to participate in the Cafeteria Plan (Section 125) and, under IRS regulations, must either accept or reject this benefit. This plan enables eligible employees to pay certain insurance premiums on a pretax basis (i.e., disability, accidental death and dismemberment, cancer and dread disease, dental, and additional term life insurance). A third-party administrator handles employee claims made on these accounts.

New employees must accept or reject this benefit during their first month of employment. All employees must accept or reject this benefit on an annual basis and during the specified time period.

Workers' Compensation Insurance

Policy CRE

The district, in accordance with state law, provides workers' compensation benefits to employees who suffer a work-related illness or are injured on the job. The district has workers' compensation coverage. For more information, please reach out to the business office.

Benefits help pay for medical treatment and make up for part of the income lost while recovering. Specific benefits are prescribed by law depending on the circumstances of each case.

All work-related accidents or injuries should be reported immediately to the campus principal and/or the immediate supervisor who will report to the Administration Office. Employees who are unable to work because of a work-related injury will be notified of their rights and responsibilities under the Texas Labor Code.

Unemployment Compensation Insurance

Policy CRF

Employees who have been laid off or terminated through no fault of their own may be eligible for unemployment compensation benefits. Employees are not eligible to collect unemployment benefits during regularly scheduled breaks in the school year or the summer months if they have employment contracts or reasonable assurance of returning to service. Employees with questions about unemployment benefits should contact the Payroll/Benefits Manager.

Teacher Retirement

Policy DEG

All personnel employed on a regular basis for at least four and one-half months are members of the Teacher Retirement System of Texas (TRS). Substitutes not receiving TRS service retirement benefits who work at least 90 days a year are eligible to purchase a year of creditable service in TRS. TRS provides members with an annual statement of their account showing all deposits and the total account balance for the year ending August 31, as well as an estimate of their retirement benefits.

Employees who plan to retire under TRS should notify TRS as soon as possible. Information on the application procedures for TRS benefits is available from TRS at Teacher Retirement System of Texas, 1000 Red River Street, Austin, TX 78701-2698, or call 800-223-8778 or 512-542-6400. TRS information is also available on the web (www.trs.texas.gov).

Other Benefit Programs

IPCISD also provides additional benefit programs for qualified school district employees.

- Free passes to IPCISD home athletic events

For more information on any of these benefits, please contact the Administration Office.

Leaves and Absences

Policies DEC, DECA, DECB

The district offers employees paid and unpaid leaves of absence in times of personal need. This handbook describes the basic types of leave available and restrictions on leaves of absence. Employees who expect to be absent for an extended period of more than five days should call Payroll/Benefits for information about applicable leave benefits, payment of insurance premiums, and requirements for communicating with the district.

Employees who take an unpaid leave of absence may continue their insurance benefits at their own expense. Health care benefits for employees on leave authorized under the Family and Medical Leave Act will be paid by the district as they were when they were working. Otherwise, the district does not make benefit contributions for employees who are on unpaid leave.

Employees must follow district procedures to report or request any leave of absence and complete the appropriate leave request form. All discretionary leave requires pre-approval from the principal or supervisor. An *Absence from Duty Form* is required for any absence regardless of reason. Any employee who is absent more than 5 days because of a personal or family illness must submit a medical certification from a qualified health care provider confirming the specific dates of the illness, the reason for the illness, and in the case of personal illness – the employee’s fitness to return to work.

Leave is available for the employee’s use at the beginning of the year. However, state personal and local sick leave is earned. If an employee leaves the district before the end of the work year, the cost of any unearned leave days taken shall be deducted from the employee’s final paycheck.

Immediate Family. For purposes of leave other than family and medical leave, immediate family is defined as the following:

- Spouse
- 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.
- Parent, stepparent, parent-in-law, or other individual who stands in loco parentis to the employee.
- Sibling, stepsibling, and sibling-in-law
- Grandparent and grandchild
- Any person residing in the employee’s household at the time of illness or death

For purposes of family and medical leave, the definition of family is limited to spouse, parent, son or daughter, and next of kin. The definition of these are found in Policy DECA(LEGAL).

Medical Certification. Any employee who is absent more than five days because of a personal or family illness must submit a medical certification from a qualified health care provider confirming the specific dates of the illness, the reason for the illness, and—in the case of personal illness—the employee’s fitness to return to work.

The district may require medical certification due to an employee's questionable pattern of absences or when deemed necessary by the supervisor or superintendent. The district may also request medical certification when an 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.

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits covered employers from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we ask that employees and health care providers do not provide any genetic information in any medical certification. 'Genetic information,' as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

Continuation of Health Insurance. Employees on an approved leave of absence other than family and medical leave may continue their insurance benefits at their own expense. Health insurance benefits for employees on paid leave and leave designated under the Family and Medical Leave Act will be paid by the district as they were prior to the leave. Otherwise, the district does not pay any portion of insurance premiums for employees who are on unpaid leave.

Under TRS-Active Care rules, an employee is no longer eligible for insurance through the district after six months of unpaid leave other than FML. If an employee's unpaid leave extends for more than six months, the district will provide the employee with notice of COBRA rights.

Personal Leave

State law entitles all employees to five days of paid personal leave per year. Personal leave is available for use at the beginning of the year. A day of personal leave is equivalent to the number of hours per day in an employee's usual assignment, whether full-time or part-time. State personal leave accumulates without limit, is transferable to other Texas school districts, and generally transfers to education service centers. Personal leave may be used for two general purposes: non discretionary and discretionary.

Nondiscretionary. Leave taken for personal or family illness, family emergency, a death in the family, or active military service is considered non discretionary leave. Reasons for this type of leave allow very little, if any, advance planning. Nondiscretionary may be used in the same manner as state sick leave.

Discretionary. Leave taken at an employee's discretion that can be scheduled in advance is considered discretionary leave. An employee wishing to take discretionary personal leave must submit a request to his or her principal or supervisor five days in advance of the anticipated absence. The effect of the employee's absence on the educational program or department operations, as well as the availability of substitutes, will be considered by the principal or supervisor. [Discretionary use of state personal leave is limited to three consecutive workdays. Exceptions to this limit can be requested. Please see your supervisor in order to begin that process. Please see policy DEC \(Local\) for more details.](#)

Leave Proration. If an employee separates from employment with the district before his or her last duty day of the year, or begins employment after the first duty day, state personal leave will be prorated

based on the actual time employed. When an employee separates from employment before the last duty day of the school year, the employee's final paycheck will be reduced by the amount of state personal leave the employee used beyond his or her pro rata entitlement for the school year.

State Sick Leave

State sick leave accumulated before 1995 is available for use and may be transferred to other school districts in Texas.

State sick leave may be used for the following reasons only:

- Employee illness
- Illness in the employee's immediate family
- Family emergency (i.e., natural disasters or life-threatening situations)
- Death in the immediate family
- Active military service

Local Leave

Professional and paraprofessional personnel shall be granted five (5) days of local personal leave with pay for each full year of employment, cumulative to a maximum of one hundred (100) days. All personnel must be employed one full semester before being eligible for local personal leave. Local personal leave ~~may~~ shall be used in accordance with Board Policy DEC (Local). ~~for any reason and shall be taken with no loss of pay.~~

Personnel desiring to use a day of local personal leave shall notify the principal or administrator as soon as possible. Requests with less than one day's notice shall not be approved. Local personal leave shall be claimed for no less than one full half day. Any unused balance of personal leave shall be reduced to zero when the employee is no longer employed by the District.

Local Supplemental Sick Leave

During the course of employment with the district, employees earn local supplemental sick leave that accumulate up to a maximum of 30 leave days. This leave may be used for personal illness or illness or death in the immediate family and shall be used only after all accumulated state sick and personal leave and local leave have been used, in accordance with Board Policy DEC (Local).

Catastrophic Sick Leave Pool

The District's sick leave pool shall consist of voluntary donations of local annual leave days by staff members for the purpose of assisting a fellow employee who has a catastrophic illness or disability and has exhausted all available leave. Days from the pool may be used for the catastrophic illness or disability of the employee only. The pool may not be used for maternity leave or childbirth without complications. An employee may participate in the pool until he or she has used up to 50 days from the pool. Days may be used intermittently if necessary. Unused days may carry forward to the next school year for the same illness or disability.

A sick leave pool shall be:

1. Established at the time of request of assistance.
2. Initiated by the Superintendent upon written request from the employee.

3. Made up of voluntary contributions by members of the staff. No staff member may contribute more than five days per school year.

The Superintendent's Advisory Committee shall be responsible for approving or denying requests in accordance with Board Policy DEC (Local) .

Family and Medical Leave Act (FMLA)—General Provisions

The following text is from the federal notice, *Your Employee Rights Under the Family and Medical Leave Act*. Specific information that the district has adopted to implement the FMLA follows this general notice.

What is FMLA leave?

The Family and Medical Leave Act (FMLA) is a federal law that provides eligible employees with job-protected leave for qualifying family and medical reasons. The U.S. Department of Labor's Wage and Hour Division (WHD) enforces the FMLA for most employees. Eligible employees can take up to 12 workweeks of FMLA leave in a 12-month period for:

- The birth, adoption or foster placement of a child with you.
- Your serious mental or physical health condition makes you unable to work.
- To care for your spouse, child or parent with a serious mental or physical health condition.
- Certain qualifying reasons related to the foreign deployment of your spouse, child or parent who is a military servicemember.

An eligible employee who is the spouse, child, parent or next of kin of a covered servicemember with a serious injury or illness may take up to 26 workweeks of FMLA leave in a single 12-month period to care for the servicemember.

You have the right to use FMLA leave in one block of time. When it is medically necessary or otherwise permitted, you may take FMLA leave intermittently in separate blocks of time, or on a reduced schedule by working less hours each day or week. Read Fact Sheet #28M(c) for more information.

FMLA is not paid leave, but you may choose, or be required by your employer, to use any employer-provided paid leave if your employer's paid leave policy covers the reason for which you need FMLA leave.

Am I eligible to take FMLA leave?

You are an eligible employee if all of the following apply:

- You work for a covered employer,
- You have worked for your employer at least 12 months,
- You have at least 1,250 hours of service for your employer during the 12 months before your leave, and
- Your employer has at least 50 employees within 75 miles of your work location

Airline flight crew employees have different "hours of service" requirements.

You work for a covered employer if one of the following applies:

- You work for a private employer that had at least 50 employees during at least 20 workweeks in the current or previous calendar year,
- You work for an elementary or public or private secondary school, or
- You work for a public agency, such as a local, state or federal government agency. Most federal employees are covered by Title II of the FMLA, administered by the Office of Personnel Management

How do I request FMLA leave?

Generally, to request FMLA leave you must:

- Follow your employer's normal policies for requesting leave,
- Give notice at least 30 days before your need for FMLA leave, or
- If advance notice is not possible, give notice as soon as possible

You do not have to share a medical diagnosis but must provide enough information to your employer so they can determine whether the leave qualifies for FMLA protection. You must also inform your employer if FMLA leave was previously taken or approved for the same reason when requesting additional leave.

Your employer may request certification from a health care provider to verify medical leave and may request certification of a qualifying exigency.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

State employees may be subject to certain limitations in pursuit of direct lawsuits regarding leave for their own serious health conditions. Most federal and certain congressional employees are also covered by the law but are subject to the jurisdiction of the U.S. Office of Personnel Management or Congress.

What does my employer need to do?

If you are eligible for FMLA leave, your employer must:

- Allow you to take job-protected time off work for a qualifying reason,
- Continue your group health plan coverage while you are on leave on the same basis as if you had not taken leave, and
- Allow you to return to the same job, or a virtually identical job with the same pay, benefits and other working conditions, including shift and location, at the end of your leave.

Your employer cannot interfere with your FMLA rights or threaten to punish you for exercising your rights under the law. For example, your employer cannot retaliate against you for requesting FMLA leave or cooperating with a WHD investigation.

After becoming aware that your need for leave is for a reason that may qualify under the FMLA, your employer must confirm whether you are eligible or not eligible for FMLA leave. If your employer determines you are eligible, your employer must notify you in writing:

- About your FMLA rights and responsibilities, and

- How much of your requested leave, if any, will be FMLA-protected leave.

Where can I find more information?

Call 1-866-487-9243 or visit dol.gov/fmla to learn more.

If you believe your rights under the FMLA have been violated, you may file a complaint with WHD or file a private lawsuit against your employer in court. Scan the QR code to learn about our WHD complaint process.



Local Family and Medical Leave Provisions

Eligible employees can take up to 12 weeks of unpaid leave in the 12-month period **between August 1 and July 31.**

Use of Paid Leave. FML runs concurrently with accrued sick and personal leave, temporary disability leave, compensatory time, assault leave, and absences due to a work-related illness or injury. The district will designate the leave as FML, if applicable, and notify the employee that accumulated leave will run concurrently. **Teachers have the option of not using paid leave during an FML absence for pregnancy or birth or adoption of a child.**

Combined Leave for Spouses. Spouses who are employed by the district are limited to a combined total of 12 weeks of FML to care for a parent with a serious health condition; or for the birth, adoption, or foster placement of a child. Military caregiver leave for spouses is limited to a combined total of 26 weeks.

Intermittent Leave. When medically necessary or in the case of a qualifying emergency, an employee may take leave intermittently or on a reduced schedule. The district does not permit the use of intermittent or reduced-schedule leave for the care of a newborn child or for adoption or placement of a child with the employee.

Fitness for Duty. An employee that takes FML due to the employee's own serious health condition shall provide, before resuming work, a fitness-for-duty certification from the health care provider. When leave is taken for the employee's own serious health condition, the certification must address the employee's ability to perform essential job functions. The district shall provide a list of essential job functions (e.g., job description) to the employee with the FML designation notice to share with the health care provider. Fitness for duty is not required when an employee returns to work following leave to care for a family member with a serious health condition; to care for a child following birth, adoption, or foster care placement; or for qualifying exigency leave.

In certain cases, instructional employees desiring to return to work at or near the conclusion of a semester may be required to continue on family and medical leave until the end of the semester. The additional time off is not counted against the employee's FML entitlement, and the district will maintain the employees group health insurance and reinstate the employee at the end of the leave according to the procedures outlined in policy (see DECA(LEGAL)).

Reinstatement. An employee returning to work at the end of FML will be returned to the same position held when the leave began or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

In certain cases, instructional employees desiring to return to work at or near the conclusion of a semester may be required to continue on family and medical leave until the end of the semester. The additional time off is not counted against the employee's FML entitlement, and the district will maintain the employees group health insurance and reinstate the employee at the end of the leave according to the procedures outlined in policy (see DECA(LEGAL)).

Failure to Return. If, at the expiration of FML, the employee is able to return to work but chooses not to do so, the district may require the employee to reimburse the district's share of insurance premiums paid during any portion of FML when the employee was on unpaid leave. If the employee fails to return to work for a reason beyond the employee's control, such as a continuing personal or family serious health condition or a spouse being unexpectedly transferred more than 75 miles from the district, the district may not require the employee to reimburse the district's share of premiums paid.

District Contact. Employees that require FML or have questions should contact Payroll/Benefits for details on eligibility, requirements, and limitations.

Temporary Disability Leave

Certified Employees. Any full-time employee whose position requires certification from the State Board for Educator Certification (SBEC) is eligible for temporary disability leave. The purpose of temporary disability leave is to provide job protection to full-time educators who cannot work for an extended period of time because of a mental or physical disability of a temporary nature. Temporary disability leave must be taken as a continuous block of time. It may not be taken intermittently or on a reduced schedule. Pregnancy and conditions related to pregnancy are treated the same as any other temporary disability.

Employees must request approval for temporary disability leave. An employee's notification of need for extended absence due to the employee's own medical condition shall be accepted as a request for temporary disability leave. The request must be accompanied by a physician's statement confirming the employee's inability to work and estimating a probable date of return. If disability leave is approved, the length of leave is no longer than 180 calendar days.

If an employee is placed on temporary disability leave involuntarily, he or she has the right to request a hearing before the board of trustees. The employee may protest the action and present additional evidence of fitness to work.

When an employee is ready to return to work, your immediate supervisor should be notified at least 30 days in advance. The return-to-work notice must be accompanied by a physician's statement confirming that the employee is able to resume regular duties. Certified employees returning from leave will be reinstated to the school to which they were previously assigned if an appropriate position is available. If an appropriate position is not available, the employee may be assigned to another campus, subject to the approval of the campus principal. If a position is not available before the end of the school year, the employee will be reinstated to a position at the original campus at the beginning of the following school year.

Workers' Compensation Benefits

An employee absent from duty because of a job-related illness or injury may be eligible for workers' compensation weekly income benefits if the absence exceeds seven calendar days.

An employee receiving workers' compensation wage benefits for a job-related illness or injury may choose to use accumulated sick leave or any other paid leave benefits. An employee choosing to use paid leave will not receive workers' compensation weekly income benefits until all paid leave is exhausted or to the extent that paid leave does not equal the pre-illness or -injury wage. If the use of paid leave is not elected, then the employee will only receive workers' compensation wage benefits for any absence resulting from a work-related illness or injury, which may not equal his or her pre-illness or -injury wage.

Assault Leave

Assault leave provides extended job income and benefits protection to an employee who is injured as the result of a physical assault suffered during the performance of his or her job. employee's supervisor.

An injury is treated as an assault if the person causing the injury could be prosecuted for assault or could not be prosecuted only because that person's age or mental capacity renders the person nonresponsible for purposes of criminal liability.

An employee who is physically assaulted at work may take all the leave time medically necessary (up to two years) to recover from the physical injuries he or she sustained. At the request of an employee, the district will immediately assign the employee to assault leave. Days of leave granted under the assault leave provision will not be deducted from accrued personal leave and must be coordinated with workers' compensation benefits. Upon investigation the district may change the assault leave status and charge leave used against the employee's accrued paid leave. The employee's pay will be deducted if accrued paid leave is not available.

Jury Duty

Policies DG

The district provides paid leave to employees who are summoned to jury duty. The district will not discharge, threaten to discharge, intimidate, or coerce any regular employee because of juror or grand juror service or for the employee's attendance or scheduled attendance in connection with the service in any court in the United States. Employees who report to the court for jury duty may keep any compensation the court provides. An employee should report a summons for jury duty to his or her supervisor as soon as it is received and may be required to provide the district a copy of the summons to document the need for leave.

An employee may be required to report back to work as soon as they are released from jury duty. The supervisor may consider the travel time required and the nature of the individual's position when determining the need to report to work. A copy of the release from jury duty or of documentation of time spent at the court may be required.

Compliance with a Subpoena

Employees will be paid while on leave to comply with a valid subpoena to appear in a civil, criminal, legislative, or administrative proceeding and will not be required to use personal leave. Employees may be required to submit documentation of their need for leave for court appearances.

Truancy Court Appearances

An employee who is a parent, guardian of a child, or a court-appointed guardian ad litem of a child who is required to miss work to attend a truancy court hearing may use personal leave or compensatory time for the absence. Employees who do not have paid leave available will be docked for any absence required because of the court appearance.

Religious Observance

The district will reasonably accommodate an employee's request for absence for a religious holiday or observance. Accommodations such as changes to work schedules or approving a day of absence will be made unless they pose an undue hardship to the district. The employee may use any accumulated personal leave for this purpose. Employees who have exhausted applicable paid leave may be granted an unpaid day of absence.

Military Leave

Paid Leave for Military Service. Any employee who is a member of the Texas National Guard, Texas State Guard, reserve component of the United States Armed Forces, or a member of a state or federally authorized Urban Search and Rescue Team is entitled to paid leave for authorized training or duty orders. Paid military leave is limited to 15 days each fiscal year. In addition, an employee is entitled to use available state and local personal or sick leave during a time of active military service.

Reemployment after Military Leave. Employees who leave the district to enter into the United States uniformed services or who are ordered to active duty as a member of the military force of any state (e.g., National or State Guard) may return to employment if they are honorably discharged. Employees who wish to return to the district will be reemployed provided they can be qualified to perform the required duties. Employees returning to work following military leave should contact their campus principals. In most cases, the length of federal military service cannot exceed five years.

Continuation of Health Insurance. Employees who perform service in the uniformed services may elect to continue their health plan coverage at their own cost for a period not to exceed 24 months. Employees should contact Payroll/Benefits for details on eligibility, requirements, and limitations.

Leave for Peace Officers

HB 2073, effective 6/15/2021, and SB 1359, effective 9/1/2021, of the 87th Regular Session of the Texas Legislature, effective 9/1/2021, created two new types of leave for peace officers employed by districts. Districts that employ peace officers are required to provide paid mental health leave and quarantine leave to peace officers.

Employee Relations and Communications

Employee Recognition and Appreciation

Continuous efforts are made throughout the year to recognize employees who make an extra effort to contribute to the success of the district. Employees are recognized at board meetings and through special events and activities. Recognition and appreciation activities also include tokens of appreciation for employment milestones.

District Communications

Throughout the school year, District staff update the website. In addition, social media is updated to reflect accomplishments by and updates for district programs. These resources offer employees and the community information pertaining to school activities and achievements.

Complaints and Grievances

Policy DGBA

In an effort to hear and resolve employee concerns or complaints in a timely manner and at the lowest administrative level possible, the board has adopted an orderly grievance process. Employees are encouraged to discuss their concerns or complaints with their supervisors or an appropriate administrator at any time.

If an employee feels it is necessary to file a formal complaint, the paperwork can be obtained from the administrative offices. The formal process provides all employees with an opportunity to be heard up to the highest level of management if they are dissatisfied with an administrative response. Once all administrative procedures are exhausted, employees can bring concerns or complaints to the board of trustees. For ease of reference, the district's policy concerning the process of bringing concerns and complaints is reprinted as follows:

Link to policy online: www.ipcisd.net

Employee Conduct and Welfare

Standards of Conduct

Policy DH

All employees are expected to work together in a cooperative spirit to serve the best interests of the district and to be courteous to students, one another, and the public. Employees are expected to observe the following standards of conduct:

- Recognize and respect the rights of students, parents, other employees, and members of the community.
- Maintain confidentiality in all matters relating to students and coworkers.
- Report to work according to the assigned schedule.
- Notify their immediate supervisor in advance or as early as possible in the event that they must be absent or late. Unauthorized absences, chronic absenteeism, tardiness, and failure to follow procedures for reporting an absence may be cause for disciplinary action up to and including termination.
- Know and comply with department and district policies and procedures.
- Express concerns, complaints, or criticism through appropriate channels.
- Observe all safety rules and regulations and report injuries or unsafe conditions to a supervisor immediately.
- Use district time, funds, and property for authorized district business and activities only.

All district employees should perform their duties in accordance with state and federal law, district policies and procedures, and ethical standards. Violation of policies, regulations, or guidelines, including intentionally making a false claim, offering false statements, or refusing to cooperate with a district investigation may result in disciplinary action, up to and including termination. Alleged incidents of certain misconduct by educators, including having a criminal record, must be reported to SBEC not later than the seventh day after the superintendent knew of the incident. See *Reports to the Texas Education Agency*

The *Educators' Code of Ethics*, adopted by the State Board for Educator Certification, which all district employees must adhere to, is reprinted below:

Texas Educators' Code of Ethics

Statement of Purpose

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

Professional Standards

1. Professional Ethical Conduct, Practices, and Performance

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Ethical Conduct Toward Professional Colleagues

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

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

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

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

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

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

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

Standard 2.8 The educator shall not intentionally or knowingly subject a colleague to sexual harassment.

3. Ethical Conduct toward Students

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

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

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

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

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

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

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

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

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

- (i) the nature, purpose, timing, and amount of the communication;
- (ii) the subject matter of the communication;
- (iii) whether the communication was made openly or the educator attempted to conceal the communication;
- (iv) whether the communication could be reasonably interpreted as soliciting sexual contact or a romantic relationship;
- (v) whether the communication was sexually explicit; and
- (vi) whether the communication involved discussion(s) of the physical or sexual attractiveness or the sexual history, activities, preferences, or fantasies of either the educator or the student.

Employee Dress and Grooming

Policy DH

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. Employees will follow at minimum the same dress and grooming

standards expected of students unless otherwise established by his or her supervisor and approved by the Superintendent.

Harassment of Students

Policies DF, DH, DHB, FFG, FFH, FFI



Sexual and other harassment of students by employees are forms of discrimination and are prohibited by law. Romantic or inappropriate social relationships between students and district employees are prohibited.

Employees who suspect a student may have experienced prohibited harassment are obligated to report their concerns to the campus principal or other appropriate district official. Any district employee who suspects or receives direct or indirect notice that a student or group of students has or may have experienced prohibited conduct based on sex, including sexual harassment, of a student shall immediately notify the district's Title IX coordinator, the ADA/Section 504 coordinator, or superintendent and take any other steps required by district policy.

All allegations of prohibited harassment of a student by an employee or adult will be reported to the student's parents and promptly investigated. An employee who knows of or has reasonable cause to believe that child abuse or neglect occurred must also report his or her knowledge or suspicion to the appropriate authorities, as required by law. See *Reporting Suspected Child Abuse and Bullying* for additional information.

The district's policy that includes definitions and procedures for reporting and investigating harassment of students is reprinted below.

Discrimination, Harassment, and Retaliation

Policies DH, DIA

Employees shall not engage in prohibited harassment, including sexual harassment, of other employees, unpaid interns, student teachers, or students. While acting in the course of their employment, employees shall not engage in prohibited harassment of other persons including board members, vendors, contractors, volunteers, or parents. A substantiated charge of harassment will result in disciplinary action up to and including termination.

Individuals who believe they have been discriminated or retaliated against or harassed are encouraged to promptly report such incidents to the campus principal, supervisor, or appropriate district official. If the campus principal, supervisor, or district official is the subject of a complaint, the complaint should be made directly to the superintendent. A complaint against the superintendent may be made directly to the board.

Any district employee who believes that he or she has experienced prohibited conduct based on sex, including sexual harassment, or believes that another employee has experienced such prohibited conduct, should immediately report the alleged acts. The employee may report the alleged acts to his or her supervisor, the campus principal, the Title IX coordinator, or the superintendent. The district's Title IX coordinator's name and contact information is listed in the Equal Employment Opportunity section of this handbook.

The district's policy that includes definitions and procedures for reporting and investigating discrimination, harassment, and retaliation is reprinted below:

Link to policy online: www.ipcisd.net

Harassment of Students

*Policies **DF, DH, DHB, FFG, FFH, FFI***

Sexual and other harassment of students by employees are forms of discrimination and are prohibited by law. Romantic or inappropriate social relationships between students and district employees are prohibited.

Employees who suspect a student may have experienced prohibited harassment are obligated to report their concerns to the campus principal or other appropriate district official. Any district employee who suspects or receives direct or indirect notice that a student or group of students has or may have experienced prohibited conduct based on sex, including sexual harassment, of a student shall immediately notify the district's Title IX coordinator, the ADA/Section 504 coordinator, or superintendent and take any other steps required by district policy.

All allegations of prohibited harassment of a student by an employee or adult will be reported to the student's parents and promptly investigated. An employee who knows of or has reasonable cause to believe that child abuse or neglect occurred must also report his or her knowledge or suspicion to the appropriate authorities, as required by law.

~~The district's policy that includes definitions and procedures for reporting and investigating harassment of students are listed is reprinted below:~~

Link to policy online: www.ipcisd.net

Reporting Suspected Child Abuse

Policies DG, GRA

All employees with reasonable cause to believe that a child's physical or mental health or welfare has been adversely affected by child abuse or neglect, as defined by Texas Family Code §261.001, are required by state law to make a report to a law enforcement agency, ~~the Department of Family and Protective Services (DFPS), Child Protective Services (CPS),~~ or appropriate state agency (e.g., state agency operating, licensing, certifying, or registering the facility) within ~~24~~ 48 hours ~~after the employee first has reasonable cause to believe that the child has been abused or neglected of the event that led to the suspicion.~~ Law enforcement agency includes the Texas Department of Public Safety, a municipal police department, a county sheriff's office, or a county constable's office and does not include the district police.

~~Alleged abuse or neglect involving a~~ A person responsible for the care, custody, or welfare of the child (including a teacher) ~~is required to report alleged abuse or neglect to DFPS even if a report is made to law enforcement.~~ must be reported to CPS.

Employees are also required to make a report if they have reasonable cause to believe that an adult was a victim of abuse or neglect as a child and they determine in good faith that the disclosure of the information is necessary to protect the health and safety of another child, elderly person, or person with a disability.

Reports to ~~DFPS Child Protective Services~~ can be made ~~using the Texas Abuse Hotline online at~~ <https://www.txabusehotline.org/Login/Default.aspx> ~~or to the Texas Abuse Hotline (800-252-5400).~~ State law specifies that an employee may not delegate to or rely on another person or administrator to make the report.

Under state law, ~~any~~ person reporting or assisting in the investigation of reported child abuse or neglect is immune from liability unless the report is made in bad faith or with malicious intent. In addition, the district is prohibited from retaliating against an employee who, in good faith, reports child abuse or neglect or who participates in an investigation regarding an allegation of child abuse or neglect.

An employee's failure to make the required report may result in prosecution as a Class A misdemeanor. The offense of failure to report by a professional may be a state jail felony if it is shown the individual intended to conceal the abuse or neglect. In addition, a certified employee's failure to report may result in disciplinary procedures by SBEC for a violation of the Texas Educators' Code of Ethics.

Employees who suspect that a student has been or may be abused or neglected should also report their concerns to the campus principal. This includes students with disabilities who are no longer minors. Employees are not required to report their concern to the principal before making a report to the appropriate agency.

Reporting the concern to the principal does not relieve the employee of the requirement to report it to the appropriate state agency. In addition, employees must cooperate with investigators of child abuse and neglect. Interference with a child abuse investigation by denying an interviewer's request to interview a student at school or requiring the presence of a parent or school administrator against the desires of the duly authorized investigator is prohibited.

Sexual Abuse and Maltreatment of Children

The district has established a plan for addressing sexual abuse and other maltreatment of children, which may be accessed at www.ipcisd.net. As an employee, it is important for you to be aware of warning signs that could indicate a child may have been or is being sexually abused or maltreated. Sexual Abuse in the Texas Family Code is defined **as to include** any sexual conduct harmful to a child's mental, emotional, or physical welfare, **including conduct that constitutes the offense of continuous sexual abuse of a young child or disabled individual, indecency with a child, improper relationship between an educator and a student, sexual assault, or encouraging a child to engage in sexual conduct**, as well as a failure to make a reasonable effort to prevent sexual conduct with a child. Maltreatment is defined as abuse or neglect. Anyone who has reasonable cause to believe that a child has been or may be abused or neglected has a legal responsibility under state law for reporting the suspected abuse or neglect following the procedures described above in *Reporting Suspected Child Abuse*. Employees are required to follow the procedures described above in *Reporting Suspected Child Abuse*.

Reports to Texas Education Agency

Policies DF, DHB, DHC

The conduct of an employee must be reported to TEA if there is evidence that the employee was involved in any of the following:

- Any form of sexual or physical abuse of a minor, or any other unlawful conduct with a student or a minor
- Soliciting or engaging in sexual contact or a romantic relationship with a student or minor
- Engaged in inappropriate communication with a student or minor
- Failed to maintain appropriate boundaries with a student or minor

For a certified employee the conduct below must also be reported:

- The possession, transfer, sale, or distribution of a controlled substance
- The illegal transfer, appropriation, or expenditure of district or school property or funds
- An attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit for the purpose of promotion or additional compensation
- Committing a criminal offense or any part of a criminal offense on district property or at a school-sponsored event.

The reporting requirements above are in addition to the superintendent's ongoing duty to notify TEA when a certified employee or an applicant for certification has a reported criminal history or engaged in conduct violating the assessment security procedures established under TEC §39.0301. "Reported criminal history" means any formal criminal justice system charges and dispositions including arrests, detentions, indictments, criminal information, convictions, deferred adjudications, and probations in any

state or federal jurisdiction that is obtained by a means other than the Fingerprint-based Applicant Clearinghouse of Texas (FACT).

Reporting Crime

Policy DG

The Texas Whistleblower Act protects district employees who make good faith reports of violations of law by the district to an appropriate law enforcement authority. The district is prohibited from suspending, terminating the employment of, or taking other adverse personnel action against, an employee who makes a report under the Act. State law also provides employees with the right to report a crime witnessed at the school to any peace officer with authority to investigate the crime.

Scope and Sequence

Policy DG

If a teacher determines that students need more or less time in a specific area to demonstrate proficiency in the Texas Essential Knowledge and Skills (TEKS) for that subject and grade level, the district will not penalize the teacher for not following the district's scope and sequence.

The district may take appropriate action if a teacher does not follow the district's scope and sequence based on documented evidence of a deficiency in classroom instruction. This documentation can be obtained through observation or substantiated and documented third-party information.

Technology Resources

Policy CQ

The district's technology resources, including its networks, computer systems, email accounts, devices connected to its networks, and all district-owned devices used on or off school property, are primarily for administrative and instructional purposes. Limited personal use is permitted if the use:

- Imposes no tangible cost to the district.
- Does not unduly burden the district's computer or network resources
- Has no adverse effect on job performance or on a student's academic performance
- Artificial intelligence (AI) should only be used as a support tool to improve student outcomes, not to replace the decisions made by teachers or students

Electronic mail transmissions and other use of the technology resources are not confidential and can be monitored at any time to ensure appropriate use.

Employees are required to abide by the provisions of the acceptable use agreement and administrative procedures. Failure to do so can result in suspension of access or termination of privileges and may lead to disciplinary and/or legal action. Employees with questions about computer use and data management can contact the Technology Director.

Personal Use of Electronic Communications

Policy DH

Electronic communications includes all forms of social media, such as text messaging, instant messaging, electronic mail (e-mail), web logs (blogs), wikis, electronic forums (chat rooms), video-sharing websites (e.g., YouTube), editorial comments posted on the Internet, and social network sites (e.g., Facebook, ~~X~~Twitter, LinkedIn, Instagram). Electronic communications also includes all forms of telecommunication such as landlines, cell phones, and web-based applications.

As role models for the district's students, employees are responsible for their public conduct even when they are not acting as district employees. Employees will be held to the same professional standards in their public use of electronic communications as they are for any other public conduct. If an employee's use of electronic communications 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. If an employee wishes to use a social network site or similar media for personal purposes, the employee is responsible for the content on the employee's page, including content added by the employee, the employee's friends, or members of the public who can access the employee's page, and for web links on the employee's page. The employee is also responsible for maintaining privacy settings appropriate to the content.

An employee who uses electronic communications for personal purposes shall observe the following:

- The employee may not set up or update the employee's personal social network page(s) using the district's computers, network, or equipment.
- The employee shall limit use of personal electronic communication devices to send or receive calls, text messages, pictures, and videos to breaks, meal times, and before and after scheduled work hours, unless there is an emergency or the use is authorized by a supervisor to conduct district business.
- The employee shall not use ~~the district's logo~~ district and campus trademarks, including names, logos, mascots, and symbols or other copyrighted material on social media or in texts of the ~~district~~ without express, written consent.
- An employee may not share or post, in any format, information, videos, or pictures obtained while on duty or on district business unless the employee first obtains written approval from the employee's immediate supervisor. Employees should be cognizant that they have access to information and images that, if transmitted to the public, could violate privacy concerns.
- An employee may not text, update or view social media, use electronic email, or utilize any like service while operating a District vehicle or while transporting students in any vehicle. If an employee must utilize any of the above services, he or she must pull over safely to the side of the road or to another safe location.
- The employee continues to be subject to applicable state and federal laws, local policies, administrative regulations, and the Texas Educators' Code of Ethics, even when communicating regarding personal and private matters, regardless of whether the employee is using private or public equipment, on or off campus. These restrictions include:
 - Confidentiality of student records [See Policy FL]
 - Confidentiality of health or personnel information concerning colleagues, unless disclosure serves lawful professional purposes or is required by law [See Policy DH (EXHIBIT)]
 - Confidentiality of district records, including educator evaluations and private email addresses. [See Policy GBA]

- o Copyright law [See Policy CY]
- o Prohibition against harming others by knowingly making false statements about a colleague or the school system. [See Policy DH (EXHIBIT)]

See *Electronic Communications between Employees, Students and Parents*, below, for regulations on employee communication with students through electronic media.

Electronic Communications between Employees, Students, and Parents

Policy DH

A certified or licensed employee, or any other employee designated in writing by the superintendent or a campus principal, may use electronic communications with students who are currently enrolled in the district. The employee must comply with the provisions outlined below. Electronic communications between all other employees and students who are enrolled in the district are prohibited.

Employees are not required to provide students with their personal phone number or e-mail address.

An employee is not subject to the provisions regarding electronic communications with a student to the extent the employee has a social or family relationship with a student. For example, an employee may have a relationship with a niece or nephew, a student who is the child of an adult friend, a student who is a friend of the employee's child, or a member or participant in the same civic, social, recreational, or religious organization. An employee who claims an exception based on a social relationship shall provide written consent from the student's parent. The written consent shall include an acknowledgement by the parent that:

- The employee has provided the parent with a copy of this protocol;
- The employee and the student have a social relationship outside of school;
- The parent understands that the employee's communications with the student are excepted from district regulation; and
- The parent is solely responsible for monitoring electronic communications between the employee and the student.

The following definitions apply for the use of electronic media with students:

- *Electronic communications* means any communication facilitated by the use of any electronic device, including a telephone, cellular telephone, computer, computer network, personal data assistant, or pager. The term includes e-mail, text messages, instant messages, and any communication made through an Internet website, including a social media website or a social networking website.
- *Communicate* means to convey information and includes a one-way communication as well as a dialogue between two or more people. A public communication by an employee that is not targeted at students (e.g., a posting on the employee's personal social network page or a blog) is not a *communication*: however, the employee may be subject to district regulations on personal electronic communications. See *Personal Use of Electronic Media*, above. Unsolicited contact from a student through electronic means is not communication.
- *Certified or licensed employee* means a person employed in a position requiring SBEC certification or a professional license, and whose job duties may require the employee to

communicate electronically with students. The term includes classroom teachers, counselors, principals, librarians, paraprofessionals, nurses, educational diagnosticians, licensed therapists, and athletic trainers.

An employee who uses electronic media to communicate with students shall observe the following:

- The employee is prohibited from knowingly communicating with students using any form of electronic communications, including mobile and web applications, that are not provided or accessible by the district unless a specific exception is noted below.
- It is preferred that employees utilize approved messaging systems, following approved protocols, for communications with students.
- However, in situations where text messaging must be the method of communication, only a teacher, trainer, or other employee who has an extracurricular duty may use text messaging, and then only to communicate with students who participate in the extracurricular activity over which the employee has responsibility. An employee who communicates with a student using text messaging shall comply with the following protocol:
 - The employee shall include at least one of the student's parents or guardians as a recipient on each text message to the student so that the student and parent receive the same message;
 - The employee shall include his or her immediate supervisor, or someone approved by the supervisor, as a recipient on each text message to the student so that the student and supervisor receive the same message; or
 - For each text message addressed to one or more students, the employee shall retain and send a copy of the text message(s) to the employee's and supervisor's district email addresses, upon request.
- The employee shall limit communications to matters within the scope of the employee's professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests; for an employee with an extracurricular duty, matters relating to the extracurricular activity).
- The employee is prohibited from knowingly communicating with students through a personal social network page; the employee must create a separate social network page ("professional page") for the purpose of communicating with students. The employee must enable administration and parents to access the employee's professional page.
- The employee does not have a right to privacy with respect to communications with students and parents.
- The employee continues to be subject to applicable state and federal laws, local policies, administrative regulations, and the Texas Educators' Code of Ethics including:
 - Compliance with the Public Information Act and the Family Educational Rights and Privacy Act (FERPA), including retention and confidentiality of student records. [See Policies CPC and FL]

- o Copyright law [Policy CY]
- o Prohibitions against soliciting or engaging in sexual conduct or a romantic relationship with a student. [See Policy DHB]
- Upon request from administration, an employee will provide the phone number(s), social network site(s), or other information regarding the method(s) of electronic media the employee uses to communicate with one or more currently-enrolled students.
- Upon written request from a parent or student, the employee shall discontinue communicating with the student through email, text messaging, instant messaging, or any other form of one-to-one communication.
- An employee may request an exception from one or more of the limitations above by submitting a written request to his or her immediate supervisor.
- All staff are required to use school email accounts for all electronic communications with parents. Communication about school issues through personal email accounts or text messages are not allowed as they cannot be preserved in accordance with the district's record retention policy.
- An employee shall notify his or supervisor in writing within one business day if a student engages in improper electronic communication with the employee. The employee should describe the form and content of the electronic communication.

An employee may request an exception from one or more of the limitations above by submitting a written request to his or her immediate supervisor.

Public Information on Private Devices

Policy DH, GB

Employees should not maintain district information on privately owned devices. Any district information must be forwarded or transferred to the district to be preserved. The district will take reasonable efforts to obtain public information in compliance with the Public Information Act. Reasonable efforts may include:

- Verbal or written directive
- Remote access to district-owned devices and services

Criminal History Background Checks

Policy DBAA

All Employees ~~may be~~ are subject to a review of their criminal history record information at any time during employment. National criminal history checks based on an individual's fingerprints, photo, and other identification will be conducted ~~on certain employees~~ and entered into the Texas Department of Public Safety (DPS) Clearinghouse. This database provides the district and SBEC with access to an employee's current national criminal history and updates to the employee's subsequent criminal history.

Employee Arrests and Convictions

Policy DH, DHB, DHC

An employee must 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 any felony, and any of the other offenses listed below:

- Crimes involving school property or funds
- 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
- Crimes that occur wholly or in part on school property or at a school-sponsored activity
- Crimes involving moral turpitude

Moral turpitude includes the following:

- 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
- Crimes involving any felony possession or conspiracy to possess, or any misdemeanor or felony transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any controlled substance
- Felonies involving driving while intoxicated (DWI)
- Acts constituting abuse or neglect under the Texas Family Code

If an ~~educator~~ employee is arrested or criminally charged, the superintendent is also required to report the educators' criminal history to the Division of Investigations at TEA.

Certified Employees. The superintendent and directors are required to report the misconduct or criminal history of a ~~an employee certified employee or individual applying for certification or permit~~ to TEA ~~Division of Educator Investigations~~. Information about misconduct or allegations of misconduct of an ~~employee certified employee~~ obtained by a means other than the criminal history clearinghouse ~~that results in termination, resignation, or criminal history (e.g., arrest, indictment, prosecution, conviction, or other disposition by the criminal justice system, including probation and deferred adjudication)~~ will be reported to TEA. ~~Refer to Policies DHB(LEGAL) and DHC (LEGAL) for timelines and conduct that will result in reporting.~~

~~Misconduct or allegation of misconduct include:~~

- ~~Abuse or otherwise committed an unlawful act with a student or minor~~
- ~~Possessed, transferred, sold, or distributed a controlled substance~~
- ~~Illegally transferred, appropriated, or expended school property or funds~~
- ~~Attempted by fraudulent means to obtain or alter any certificate or permit to gain employment or additional compensation~~
- ~~Committed a criminal offense on school property or at a school-sponsored event, or~~
- ~~Solicited or engaged in sexual conduct or a romantic relationship with a student or minor~~

~~Uncertified employees. Misconduct or criminal history of an uncertified employee also must be reported to TEA. Information about misconduct or the allegations of misconduct obtained by a means other than the criminal history clearinghouse that results in termination, resignation, or criminal history (e.g., arrest, indictment, prosecution, conviction, or other disposition by the criminal justice system, including probation and deferred adjudication) will be reported to TEA.~~

~~Misconduct or allegations of misconduct include:~~

- ~~▪ Abuse or unlawful act with a student or minor, or~~
- ~~▪ Involvement in a romantic relationship with or solicited or engaged in sexual contact with a student or minor~~

Alcohol and Drug-Abuse Prevention

Policy DH

Iowa Park CISD is committed to maintaining an alcohol- and drug-free environment and will not tolerate the use of alcohol and illegal drugs in the workplace and at school-related or school-sanctioned activities on or off school property. Employees who use or are under the influence of alcohol or illegal drugs as defined by the Texas Controlled Substances Act during working hours may be dismissed. The district's policy regarding employee drug use follows:

Link to policy online: www.ipcisd.net

Tobacco Products and E-Cigarette Use

Policies DH, FNCD GKA

State law prohibits smoking, using tobacco products, or e-cigarettes on all district-owned property and at school-related or school-sanctioned activities, on or off school property. This includes all buildings, playground areas, parking facilities, and facilities used for athletics and other activities. Drivers of district-owned vehicles are prohibited from smoking, using tobacco products, or e-cigarettes while inside the vehicle. Notices stating that smoking is prohibited by law and punishable by a fine are displayed in prominent places in all school buildings.

Employees are prohibited from possessing or using any type of nicotine product, including nicotine pouches, regardless of whether the product contains tobacco, while on school property or while attending an off-campus school-related activity. Exceptions may be made for smoking cessation products with supervisor approval.

Fraud and Financial Impropriety

Policy CAA

All employees should act with integrity and diligence in duties involving the district's financial resources. The district prohibits fraud and financial impropriety, as defined below. Fraud and financial impropriety include the following:

- Forgery or unauthorized alteration of any document or account belonging to the district
- Forgery or unauthorized alteration of a check, bank draft, or any other financial document

- Misappropriation of funds, securities, supplies, or other district assets including employee time
- Impropriety in the handling of money or reporting of district financial transactions
- Profiteering as a result of insider knowledge of district information or activities
- Unauthorized disclosure of confidential or proprietary information to outside parties
- Unauthorized disclosure of investment activities engaged in or contemplated by the district
- Accepting or seeking anything of material value from contractors, vendors, or other persons providing services or materials to the district, except as otherwise permitted by law or district policy
- Inappropriately destroying, removing, or using records, furniture, fixtures, or equipment
- Failing to provide financial records required by federal, state, or local entities
- Failure to disclose conflicts of interest as required by law or district policy
- Any other dishonest act regarding the finances of the district
- Failure to comply with requirements imposed by law, the awarding agency, or a pass-through entity for state and federal awards

Conflict of Interest

Policy CB, DBD

Employees are required to disclose in writing to the district any situation that creates a potential conflict of interest with proper discharge of assigned duties and responsibilities or creates a potential conflict of interest with the best interests of the district. This includes the following:

- A personal financial interest
- A business interest
- Any other obligation or relationship
- Non-school employment

Employees should contact their supervisor for additional information.

Gifts and Favors

Policy DBD

Employees may not accept gifts or favors that could influence, or be construed to influence, the employee's discharge of assigned duties. The acceptance of a gift, favor, or service by an administrator or teacher that might reasonably tend to influence the selection of textbooks, electronic textbooks, instructional materials or technological equipment may result in prosecution of a Class B misdemeanor offense. This does not include staff development, teacher training, or instructional materials such as maps or worksheets that convey information to students or contribute to the learning process.

Copyrighted Materials

Policy CY

Employees are expected to comply with the provisions of federal copyright law and policy relating to the unauthorized use, reproduction, distribution, performance, or display of copyrighted materials (i.e., printed material, videos, computer data and programs, etc.). Electronic media, including motion pictures and other audiovisual works, are to be used in the classroom for instructional purposes only. Duplications are to be used in the classroom for educational purposes only. Duplication or backup of computer programs and data must be made within the provisions of the purchase agreement.

Associations and Political Activities

Policy DGA

The district will not directly or indirectly discourage employees from participating in political affairs or require any employee to join any group, club, committee, organization, or association. Employees may join or refuse to join any professional association or organization.

An individual's employment will not be affected by membership or a decision not to be a member of any employee organization that exists for the purpose of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work. Use of district resources including work time for political activities is prohibited.

The district encourages personal participation in the political process, including voting. Employees who need to be absent from work to vote during the early voting period or on election day must communicate with their immediate supervisor prior to the absence.

Charitable Contributions

Policy DG

The Board or any employee may not directly or indirectly require or coerce an employee to make a contribution to a charitable organization or in response to a fund-raiser. Employees cannot be required to attend a meeting called for the purpose of soliciting charitable contributions. In addition, the Board or any employee may not directly or indirectly require or coerce an employee to refrain from making a contribution to a charitable organization or in response to a fund raiser or attending a meeting called for the purpose of soliciting charitable contributions.

Safety and Security

Policy CK series

The district has developed and promotes a comprehensive program to ensure the safety and security of its employees, students, and visitors. The safety and security program includes written guidelines and procedures for responding to emergencies and activities to help reduce the frequency of accidents and injuries.

Employees must follow established protocols and respond to emergencies for each campus and department. Refer to written security procedures specific to your location and work area.

To prevent or minimize injuries to employees, coworkers, and students and to protect and conserve district equipment, employees must comply with the following requirements:

- Observe all safety rules.
- Keep work areas clean and orderly at all times.
- Immediately report all accidents to their supervisor.
- Operate only equipment or machines for which they have training and authorization.

While driving on district business, employees are required to abide by all state and local traffic laws. Employees driving on district business are prohibited from texting and using other electronic devices that require both visual and manual attention while the vehicle is in motion. Employees will exercise care and sound judgment on whether to use hands-free technology while the vehicle is in motion.

Employees with questions or concerns relating to safety programs and issues can contact their supervisor.

Possession of Firearms and Weapons

Policies FNCG, GKA

Employees, visitors, and students, including those with a license to carry a handgun, are prohibited from bringing firearms, knives, clubs, or other prohibited weapons onto school premises (i.e., building or portion of a building) or any grounds or building where a school-sponsored activity takes place. A person, including an employee, who holds a license to carry a handgun may transport or store a handgun or other firearm or ammunition in a locked vehicle in a parking lot, garage, or other district-provided parking area, provided the handgun or firearm or ammunition is properly stored and not in plain view. To ensure the safety of all persons, employees who observe or suspect a violation of the district's weapons policy should report it to their supervisor or call their supervisor and/or the District Chief of Police immediately.

Visitors in the Workplace

Policy GKC

All visitors are expected to enter any district facility through the main entrance and sign in or report to the building's main office. Authorized visitors will receive directions or be escorted to their destination. Employees who observe an unauthorized individual on the district premises should immediately direct him or her to the building office or contact the administrator in charge.

Asbestos Management Plan

Policy CKA

The district is committed to providing a safe environment for employees. An accredited management planner has developed an asbestos management plan for each school. A copy of the district's management plan is kept in the Superintendent's office and is available for inspection during normal business hours.

Pest Control Treatment

Policies CLB, DI

Employees are prohibited from applying any pesticide or herbicide without appropriate training and prior approval of the integrated pest management (IPM) coordinator. Any application of pesticide or herbicide must be done in a manner prescribed by law and the district's integrated pest management program.

Notices of planned pest control treatment will be posted in a district building 48 hours before the treatment begins. Notices are generally located in the campus office and on the front doors of the building. In addition, individual employees may request in writing to be notified of pesticide applications. An employee who requests individualized notice will be notified by telephone, written or electric means. Pest control information sheets are available from campus principals or facility managers upon request.

General Procedures

Emergency School Closing

The district may close schools because of severe weather, epidemics, or other emergency conditions. When such conditions exist, the Superintendent will make the official decision concerning the closing of the district's facilities. When it becomes necessary to open late, to release students early, or to cancel school, district officials will post a notice on the district's website and notify the following outlets::

KFDX (Channel 3)
KAUZ (Channel 6)
[Social Media Facebook](#)
District Messaging

Emergencies

Policies CKC, CKD

All employees should be familiar with the safety procedures for responding to emergencies, including a medical emergency. Employees should locate the evacuation diagrams posted in their work areas and be familiar with shelter in place, lockout, and lockdown procedures. Emergency drills will be conducted to familiarize employees and students with safety and evacuation procedures. Each campus is equipped with an automatic external defibrillator. Fire extinguishers are located throughout all district buildings. Employees should know the location of these devices and procedures for their use.

Purchasing Procedures

Policy CH

All requests for purchases must be submitted to the Accounts Payable department on an official district purchase order (PO) form with the appropriate approval signatures. No purchases, charges, or commitments to buy goods or services for the district can be made without a PO number. The district will not reimburse employees or assume responsibility for purchases made without authorization. Employees are not permitted to purchase supplies or equipment for personal use through the district's business office. Contact your campus principal for additional information on purchasing procedures.

Name and Address Changes

It is important that employment records be kept up to date. Employees must notify the Superintendent's office if there are any changes or corrections to their name, home address, contact telephone number, marital status, emergency contact, or beneficiary. The form to process a change in personal information can be obtained from Payroll/Benefits.

Personnel Records

Policy DBA, GBA

Most district records, including personnel records, are public information and must be released upon request. In most cases, an employee's personal email is confidential and may not be released without the employee's permission. Employees may choose to have the following personal information withheld:

- Address
- Phone number, including personal cell phone number
- Information that reveals whether they have family members
- Emergency contact information

The choice to not allow public access to this information or change an existing choice may be made at any time by submitting a written request to Human Resources. New or terminated employees have 14 days after hire or termination to submit a request. Otherwise, personal information will be released to the public until a request to withhold the information is submitted.

Facility Use

Policies DGA, GKD

Employees who wish to use district facilities after school hours must follow established procedures. The appropriate administrator is responsible for scheduling the use of facilities after school hours. Contact them to request to use school facilities and to obtain information on the fees charged and additional requirements.

Termination of Employment

Resignations

Policy DFE, DHB

Contract Employees. Contract employees may resign their position without penalty at the end of any school year if written notice is received at least 45 days before the first day of instruction of the following school year. A written notice of resignation should be submitted to the Superintendent or other persons designated by the board of trustees. Supervisors who have not been designated by the board to accept resignations shall instruct the employee to submit the resignation to the superintendent or other person designated by board action.

Contract employees may resign at any other time only with the approval of the superintendent or the board of trustees. Resignation without consent may result in disciplinary action by the State Board for Educator Certification (SBEC).

The principal is required to notify the superintendent of an educator's resignation within seven business days of the following:

- Certain misconduct, abuse, unlawful act
- Involvement or solicitation of a romantic relationship with a student or minor
- Solicitation or engaging in sexual conduct with a student or minor
- Inappropriate communications with a student or minor
- Failure to maintain appropriate boundaries with a student or minor
- Possession, transfer, sale, or distribution of a controlled substance
- Illegal transfer, appropriation, or expenditure of district or school property or funds
- An attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit for the purpose of promotion or additional compensation
- Committing a criminal offense or any part of a criminal offense on district property or at a school-sponsored event.

~~The principal is required to notify the superintendent of an educator's resignation within seven business days following an alleged incident of misconduct for any of the acts listed in Reports to Texas Education Agency. The superintendent is required to report such conduct to SBEC. will notify SBEC when an employee resigns and there is evidence to indicate that the employee has engaged in such misconduct.~~

Noncontract Employees. Noncontract employees may resign their position at any time. A written notice of resignation should be submitted to the Superintendent at least two weeks prior to the effective date. Employees are encouraged to include the reasons for leaving in the letter of resignation but are not required to do so.

The principal or director is required to notify the superintendent of a non certified employee's resignation or termination within seven business days for any of the following:

- ~~an~~ Alleged incident of misconduct or abuse or otherwise committed an unlawful act with a student or minor,
- ~~of a student, or w~~ Was involved in a romantic relationship with or solicited or engaged in sexual conduct with a student or minor
- Engaged in inappropriate communications with a student or minor

- Failed to maintain appropriate boundaries with a student or minor

•

The superintendent is required to report such conduct to SBEC. ~~will notify TEA within seven business days of receiving a report from a principal, or of knowing about an employee's resignation or termination following an alleged incident of misconduct described above.~~

Dismissal or Nonrenewal of Contract Employees

Policies DF series, DHB, DPL

Employees on probationary, term, and continuing contracts can be dismissed during the school year according to the procedures outlined in district policies. Employees on probationary or term contracts can be nonrenewed at the end of the contract term. Contract employees dismissed during the school year, suspended without pay, or subject to a reduction in force are entitled to receive notice of the recommended action, an explanation of the charges against them, and an opportunity for a hearing. The timelines and procedures to be followed when a suspension, termination, or nonrenewal occurs will be provided when a written notice is given to an employee. ~~Advance notification requirements do not apply when a contract employee is dismissed for failing to obtain or maintain appropriate certification or when the employee's certification is revoked for misconduct. Information on the timelines and procedures can be found in the DF series policies that are provided to employees or are available on line.~~

~~The principal is required to notify the superintendent of any educator's termination within seven business days following an alleged incident of misconduct for any of the acts listed in Reports to Texas Education Agency. The superintendent will notify SBEC when an employee is terminated and there is evidence to indicate that the employee has engaged in such misconduct.~~

The reporting requirements for termination of a contract employee are the same as those listed above in Resignations/Contract Employees.

Advance notification requirements do not apply when a contract employee is dismissed for failing to obtain or maintain appropriate certification or when the employee's certification is revoked for misconduct. Information on the timelines and procedures can be found in the DF series policies that are provided to employees or are available online.

Dismissal of Noncontract Employees

Policies ~~DCD~~ DHC, DP

Noncontract employees are employed at will and may be dismissed without notice, a description of the reasons for dismissal, or a hearing. It is unlawful for the district to dismiss any employee for reasons of race, color, religion, sex, national origin, age, disability, military status, genetic information, any other basis protected by law, or in retaliation for the exercise of certain protected legal rights. Noncontract employees who are dismissed have the right to grieve the termination. The dismissed employee must follow the district process outlined in this handbook when pursuing the grievance.

The reporting requirements for termination of a noncertified employee are the same as those listed above in Resignations/Noncontract Employees. ~~The principal is required to notify the superintendent of a non-certified employee's resignation or termination within seven business days following an alleged~~

~~incident of misconduct or abuse of a student, or was involved in a romantic relationship with or solicited or engaged in sexual conduct with a student or minor. The superintendent will notify TEA within seven business days of receiving a report from a principal, or knew about an employee's resignation or termination following an alleged incident of misconduct described above.~~

Discharge of Convicted Employees

Policy DF

The district shall discharge any employee who has been convicted of a felony under Title 5 Penal Code or convicted of or placed on deferred adjudication community supervision for the following:
~~an offense requiring the registration as a sex offender or convicted of a felony under Title 5 Penal Code if the victim was a minor:~~

- An offense requiring the registration as a sex offender
- Improper relationship between an educator and a student
- Sale, distribution, or display of harmful materials to a minor
- Public indecency
- A felony offense involving school property

If the Title 5, Penal Code offense is more than 30 years before the date the person's employment began or the person satisfied all terms of the court order entered on the conviction the requirement to discharge does not apply.

Exit Interviews and Procedures

Exit interviews will be scheduled for all employees leaving the district. Information on the continuation of benefits, release of information, and procedures for requesting references will be provided at this time. Separating employees are asked to provide the district with a forwarding address and phone number and complete a questionnaire that provides the district with feedback on his or her employment experience. All district keys, books, property including intellectual property, and equipment must be returned upon separation from employment.

~~Reports to Texas Education Agency~~

~~Policies DF, DHB, DHC~~

Reports Concerning Court-Ordered Withholding

The district is required to report the termination of employees that are under court order or writ of withholding for child support or spousal maintenance. Notice of the following must be sent to the support recipient and the court or, in the case of child support, the Texas Attorney General Child Support Division:

- Termination of employment not later than the seventh day after the date of termination
- Employee's last known address
- Name and address of the employee's new employer, if known

Certified Employees. The resignation or termination of a certified employee must be reported to the Division of Investigations at TEA if there is evidence that the employee was involved in any of the following:¶¶

- Any form of sexual or physical abuse of a minor or any other unlawful conduct with a student or a minor.¶¶
- Soliciting or engaging in sexual contact or a romantic relationship with a student or minor.¶¶
- The possession, transfer, sale, or distribution of a controlled substance.¶¶
- The illegal transfer, appropriation, or expenditure of district or school property or funds.¶¶
- An attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit for the purpose of promotion or additional compensation.¶¶
- Committing a criminal offense or any part of a criminal offense on district property or at a school-sponsored event.¶¶

¶¶
The reporting requirements above are in addition to the superintendent's ongoing duty to notify TEA when a certified employee or an applicant for certification has a reported criminal history. "Reported criminal history" means any formal criminal justice system charges and dispositions including arrests, detentions, indictments, criminal information, convictions, deferred adjudications, and probations in any state or federal jurisdiction that is obtained by a means other than the Fingerprint-based Applicant Clearinghouse of Texas (FACT).¶¶

¶¶
Non-Certified Employees. The voluntary or involuntary separation of a non-certified employee from the district must be reported to the Division of Investigations at TEA by the superintendent if there is evidence the employee abused or otherwise committed an unlawful act with a student or minor, was involved in a romantic relationship with a student or minor, or solicited or engaged in sexual contact with a student or minor.¶¶

Equal Educational Opportunities Policies

FB, FFH

In an effort to promote nondiscrimination and as required by law, _____ ISD does not discriminate on the basis of race, color, religion, national origin, age, sex, or disability in providing education services, activities, and programs, including Career and Technical Education (CTE) programs, in accordance with Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Educational Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended.

Questions or concerns about discrimination of students based on any of the reasons listed above should be directed to the superintendent.

Student Records

Policy FL

Student records are confidential and are protected from unauthorized inspection or use. Employees should take precautions to maintain the confidentiality of all student records. The following people are the only people who have general access to a student's records:

- Parents: Married, separated, or divorced unless parental rights have been legally terminated and the school has been given a copy of the court order terminating parental rights
- The student: The rights of parents transfer to a student who turns 18 or is enrolled in an institution of post-secondary education. A district is not prohibited from granting the student access to the student's records before this time.
- School officials with legitimate educational interests

The student handbook provides parents and students with detailed information on student records. Parents or students who want to review student records should be directed to the appropriate campus for assistance. _____

Parent and Student Complaints

Policy FNG

In an effort to hear and resolve parent and student complaints in a timely manner and at the lowest administrative level possible, the board has adopted orderly processes for handling complaints on different issues. Any campus office or the superintendent's office can provide parents and students with information on filing a complaint.

Parents are encouraged to discuss problems or complaints with the teacher or the appropriate administrator at any time. Parents and students with complaints that cannot be resolved to their satisfaction should be directed to the campus principal. The formal complaint process provides parents and students with an opportunity to be heard up to the highest level of management if they are dissatisfied with a principal's response.

Administering Medication to Students

Policy FFAC

Only designated employees may administer prescription medication, nonprescription medication, and herbal or dietary supplements to students. Exceptions apply to the self-administration of asthma medication, medication for anaphylaxis (e.g., EpiPen[®]), and medication for diabetes management, if the medication is self-administered in accordance with district policy and procedures. A student who must take any other medication during the school day must bring a written request from his or her parent and the medicine in its original, properly labeled container. Contact the principal or school nurse for information on procedures that must be followed when administering medication to students.

Dietary Supplements

Policies DH, FFAC

District employees are prohibited by state law from knowingly selling, marketing, or distributing a dietary supplement that contains performance-enhancing compounds to a student with whom the employee has contact as part of his or her school district duties. In addition, employees may not knowingly endorse or suggest the ingestion, intranasal application, or inhalation of a performance-enhancing dietary supplement to any student.

Psychotropic Drugs

Policy FFAC

A psychotropic drug is a substance used in the diagnosis, treatment, or prevention of a disease or as a component of a medication. It is intended to have an altering effect on perception, emotion, or behavior and is commonly described as a mood- or behavior-altering substance.

District employees are prohibited by state law from doing the following:

- Recommending that a student use a psychotropic drug
- Suggesting a particular diagnosis
- Excluding from class or school-related activity a student whose parent refuses to consent to a psychiatric evaluation or to authorize the administration of a psychotropic drug to a student

Student Conduct and Discipline

Policies in the FN series and FO series

Students are expected to follow the classroom rules, campus rules, and rules listed in the Student Handbook and Student Code of Conduct. Teachers and administrators are responsible for taking disciplinary action based on a range of discipline management strategies that have been adopted by the district. Other employees that have concerns about a particular student's conduct should contact the classroom teacher or campus principal.

Student Attendance

Policy FEB

Teachers and staff should be familiar with the district's policies and procedures for attendance accounting. These procedures require minor students to have parental consent before they are allowed to leave campus. When absent from school, the student upon returning to school, must bring a not signed by the parent that describes the reason for the absence. These requirements are addressed in campus training and in the student handbook. Contact the campus principal for additional information.

Bullying

Policy FFI

Bullying is defined by §TEC 37.0832. All employees are required to report student complaints of bullying to the campus principal. The district's policy includes definitions and procedures for reporting and investigating bullying of students and is reprinted below:

Link to policy online: www.ipcisd.net

Hazing

Policy FNCC

Students must have prior approval from the principal or designee for any type of "initiation rites" of a school club or organization. While most initiation rites are permissible, engaging in or permitting "hazing" is a criminal offense. Any teacher, administrator, or employee who observes a student engaged in any form of hazing, who has reason to know or suspect that a student intends to engage in hazing, or has engaged in hazing must report that fact or suspicion to the designated campus administrator.

~~Reports Concerning Court-Ordered Withholding~~

~~¶~~

~~The district is required to report the termination of employees that are under court order or writ of withholding for child support or spousal maintenance. Notice of the following must be sent to the support recipient and the court or, in the case of child support, the Texas Attorney General Child Support Division.~~

~~¶~~

- ~~• Termination of employment not later than the seventh day after the date of termination~~
- ~~• Employee's last known address~~
- ~~• Name and address of the employee's new employer, if known~~

Student Issues

Equal Educational Opportunities¶¶

Policies FB, FFH¶¶

¶¶

In an effort to promote nondiscrimination and as required by law, Iowa Park CISD does not discriminate on the basis of race, color, religion, national origin, age, sex, or disability in providing education services, activities, and programs, including Career and Technical Education (CTE) programs, in accordance with Title VI of the Civil Rights Act of 1964, as amended, Title IX of the Educational Amendments of 1972, and Section 504 of the Rehabilitation Act of 1973, as amended.¶¶

¶¶

Questions or concerns about discrimination of students based on any of the reasons listed above should be directed to: Kevin McCasland, Superintendent, 328 East Highway, Iowa Park, TX 76367 kmccasland@ipcisd.net, 940-592-4193, the district Title IX coordinator for students. Questions or concerns about discrimination on the basis of a disability should be directed to Kevin McCasland, Superintendent, 328 East Highway, Iowa Park, TX 76367 kmccasland@ipcisd.net, 940-592-4193, the district ADA/Section 503 coordinator for students.¶¶

Student Records¶¶

Policy FL¶¶

¶¶

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8. Consider/Discuss Possible Board Approval of Policy EFB (Local)	450

INSTRUCTIONAL RESOURCES
LIBRARY MATERIALS

EFB
(LOCAL)

Note: For information related to the selection of instructional materials, see EFA.

The purpose of this policy is to ensure that the District provides a wide range of library materials for students and faculty that support student achievement and present varying levels of difficulty, diversity of appeal, and a variety of points of view. This policy also provides standards for collection development and the selection and evaluation of library materials.

**Collection
Development Policy**

In this policy, “library materials” may include printed and electronic library acquisitions, including online catalogs, and other ancillary or supplementary materials maintained in a campus library. [\[See EFB\(LEGAL\)\]](#)

The library collection development standards shall apply to all library materials available for use or display, including material contained in school libraries, classroom libraries, and online catalogs, [library mobile applications used in the District, and any other library catalog a student may access.](#)

In developing library collections, the District shall consider the age groups, grade levels, and access to library material by all students on a campus.

Responsibility

The District shall ensure librarians, professional library staff, and other designated professional staff trained [or receive information](#) on the proper collection development standards ~~select and acquire library materials in accordance with state law and rules, this collection development policy, and administrative procedures.~~

The Superintendent shall develop administrative procedures to ensure that library collections comply with applicable law, [library standards](#), and the District’s collection development purpose and goals.

**Collection
Development Goals**

In addition to the requirements in state law and rules, the District’s library collections shall:

1. Present multiple viewpoints related to controversial issues [see EMB regarding instruction about controversial issues].
2. Provide a wide range of background information that will enable students to make intelligent decisions in their daily lives.
3. Include accurate and authentic factual content from authoritative sources.

INSTRUCTIONAL RESOURCES
LIBRARY MATERIALS

EFB
(LOCAL)

4. Have a high degree of potential user appeal and interest.
- ~~4.~~
5. Offer a global perspective that promotes equity of access, including print and nonprint materials such as electronic and multimedia, to meet the needs of individual learners.

Selection and
Evaluation of
Materials
Recommendation
and Procurement
of Materials

6. Represent diverse viewpoints and cultural groups of the state and their contribution to the state, the nation, and the world, to ensure the collection embodies the background of all students.d
~~cultures appropriate to each campus to ensure the collection embodies the unique background of its student population.~~

Library materials shall be ~~selected and acquired~~ recommended and procured in accordance with guidelines adopted by the Texas State Library and Archives Com- mission and the District standards and priorities expressed in this policy.

Librarians and other professional staff shall develop recommendations to be presented to the Board. The librarians and other professional staff shall ensure that the materials: ~~When selecting, acquiring, and evaluating library materials, librari- ans and other professional staff shall ensure that the materials:~~

1. Enrich and support the TEKS and the state and local curriculum, taking into consideration students' varied interests, maturity levels, abilities, and learning styles.
2. Foster growth in factual knowledge, literary appreciation, aesthetic values, and societal standards.
3. Encourage the enjoyment of reading, foster high-level thinking skills, support personal learning, and encourage discussion based on rational analysis.
4. Represent ethnic, religious, and cultural groups of the state and their contributions to the state, the nation, and the world.

The Superintendent shall ensure that administrative procedures regarding the selection development of recommendations of library materials consider at least two of the following factors:

1. Recommendations from students, parents or guardians, teachers, and District ~~community members~~ residents.
2. Consultation with District teachers and library staff.
3. Consultation with library staff from other districts.
4. Extensive review of the library material.
5. Context of the library material, including overall fit within the existing collection and support of District curriculum.
6. Reviews of the library material from sources such as professional journals in library science, recognized professional education or content journals with book reviews, national and state award recognition lists, library science field experts, and highly acclaimed author and literacy expert recommendations.
7. Coverage of topics, authors, series, or genres that fill gaps in the school library collection.

Access Plan

INSTRUCTIONAL RESOURCES
LIBRARY MATERIALS

EFB
(LOCAL)

7. The Board shall consider the list of library materials that have been donated or proposed by the administration for procurement. Each Board member may propose changes before the Board takes action on the list of donated or proposed library m

Access Plan

The District shall allow efficient parental access to the District's li- brary and any available online catalogs.

INSTRUCTIONAL RESOURCES
LIBRARY MATERIALS

EFB
(LOCAL)

Online catalogs shall be publicly available. The District shall publish information about library material titles, including how and where material can be accessed.

Each campus shall communicate the following to parents and guardians:

- Access to policies relating to school libraries and library materials;
- Consistent access to library materials and resources; and
- Opportunities for students, parents and guardians, educators, and community members to provide feedback on library materials and services.

Parental Involvement

Parents and guardians are the primary decision makers regarding their student's access to library material. In general, a student is afforded the opportunity to self-select library materials as part of literacy development and the library program. District staff may assist a student in selecting library material; however, the ultimate determination of appropriateness remains with the student and parent or guardian. Parents and guardians are encouraged to communicate with the campus librarian and their child's teacher about special considerations regarding library materials self-selected by their ~~stu- dent~~ child.

In accordance with state law and administrative procedures, parents or guardians may submit to the principal or a staff member designated by the principal a list of library materials that the parent's or guardian's child shall not be allowed to check out of access for use outside of the school library. The Superintendent shall develop procedures that permit a parent or guardian to submit the request in at least one of the methods permitted by law. select alternative library materials for their student. [For information on parental rights regarding instructional materials and other instructional resources, see EFA(LEGAL).]

Access Procedures
School Library

The parent or guardian may select alternative library materials for their child. (For information on parental rights regarding instructional materials and other instructional resources, see EFA(LEGAL).]

The District shall focus on maximizing transparency with parents while meeting student needs and providing enrichment opportunities with library materials. Parental involvement in library acquisition, maintenance, and campus activities is encouraged.

Access Procedures
School Library

A parent or guardian who wishes to access ~~a school's library shall first~~ submit a request to the principal. The principal or a staff member designated by the principal shall work with the parent or guardian to determine a time to access the library that will not interfere with the delivery of instruction or disrupt student use of library services.

Online Catalog

Library Catalog

A parent or guardian who wishes to access an ~~online catalog~~the catalog of library materials for any school in the District shall submit a written request to the school's principal. The principal or a staff member designated by the principal shall respond to the request in accordance with administrative procedures.

Protection from
Inappropriate Material

In accordance with law and guidance from the Texas State Library and Archives Commission, library materials shall not include “harmful material;” any library material that is pervasively vulgar or educationally unsuitable; any library material containing indecent or profane content; any library material that refers a person to a website, including by use of a link or QR code, containing content legally prohibited under law; or any other material legally prohibited from inclusion in a public school library. [See EFB(LEGAL)] as defined by Penal Code 43.24(a)(2); “obscene” material as defined by Penal Code 43.21(a)(1); any library material that is pervasively vulgar or educationally unsuitable as referenced in *Board of Education v. Pico*; or any other material legally prohibited from inclusion in a public school library. [See EFB(LEGAL)]

Obscene material is not protected by the First Amendment to the United States Constitution.

Reconsideration of
Library Material
Challenge of Library
Materials

Library materials shall comply with the Children's Internet Protection Act (CIPA), including technology protection measures. [See CQ]

A District employee or a parent or guardian of a District student, or District resident may ~~request the reconsideration of a challenge~~ library material maintained in the District's library program.

Guiding Principles

The following principles shall guide the review of a ~~request to reconsider~~ challenge a library material:

1. An individual may ~~challenge raise an objection to a~~ library material used in the District's library 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 and criteria for recommending and procuring library materials set out in this policy.
2. ~~A parent's or guardian's ability to exercise control over instruction and instructional resources, including library materials, extends only to his or her own child as set forth in Education Code Chapter 26.~~
- ~~3.~~ 2. Access to a challenged material shall ~~not~~ be restricted during the reconsideration challenge process, ~~except the District may deny access to a student if requested by the student's parent or guardian.~~

In addition to compliance with state law and this policy, a criterion for the final decision on challenged library materials is the appropriateness of the material for its intended use. No challenged library material shall be removed solely because of the ideas expressed in the library material or the personal background of the library material's author or the personal background of the characters in the material.

Informal
Reconsideration

INSTRUCTIONAL RESOURCES
LIBRARY MATERIALS

EFB
(LOCAL)

Informal Challenge

When the District or a campus receives an objection to the appropriateness of a library material, the appropriate librarian or administrator shall try to resolve the matter informally. The librarian or ad-

ministrator shall explain the selection process and discuss the intended purpose for the library material.

The librarian or administrator shall offer a concerned parent or guardian an alternative library material to be used by the child in place of the material and, if requested, shall restrict the child's access to the material objected to by the parent or guardian.

If the individual wishes to make a formal challenge, the administrator shall make available to the individual a copy of this policy and a form to request a formal reconsideration of the library material.

*Formal ~~Request for~~
~~Reconsideration~~
~~Challenge~~*

The District shall make ~~a form to request reconsideration of the Texas Education Agency for to challenge~~ library material available ~~in-on~~ the District's ~~administrative-office~~website.

If ~~an- a District~~ employee, ~~-or-~~ a parent or guardian of a District student, ~~or a District resident~~ wishes to ~~request reconsideration of challenge~~ a library material, they shall follow the procedures to complete and submit the ~~request for reconsideration challenge~~ form.

After a ~~request for reconsideration challenge~~ form is submitted, the form shall be provided to the Superintendent. Copies of the form shall be provided to the school librarian, the Board, and any other staff designated in administrative procedures.

*~~Reconsideration~~
~~Challenge Committee~~*

For purposes of this policy, ~~"days" shall mean District business days, unless otherwise noted.~~

The ~~principal~~ Superintendent shall appoint a ~~reconsideration challenge~~ committee and notify committee members ~~in accordance with administrative procedures within 10 days of receiving the request for reconsideration form.~~

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

~~Within 10 days of appointment of the committee the District~~ The District shall provide members of the committee the relevant materials to review ~~in accordance with the deadlines established in administrative procedures and in accordance with law.~~ If additional time is required to obtain and distribute the materials for review, all members of the committee shall be informed that a reasonable extension of time is needed.

INSTRUCTIONAL RESOURCES
LIBRARY MATERIALS

EFB
(LOCAL)

Any meeting of the committee must comply with the meeting requirements under Education Code 33.024(g) and(h), including required notices, meeting minutes, audio or video recordings, and submission of minutes and audio or video recordings of the meeting to the District.

All members of the committee shall review the challenged library material in its entirety and determine whether the material conforms to this policy and whether the material will continue to be available in the library. The committee shall prepare a written report of its findings.

~~Absent extenuating circumstances, the written report shall be provided to the administration within 60 days of the District providing the material to the committee members. In calculating timelines under this policy, the day the committee is provided the materials is "day zero." The following business day is "day one."~~

~~Extensions of time due to extenuating circumstances shall take into consideration the time necessary to convene the committee members, the amount of material being reviewed, and any other pending reconsideration requests being handled by the committee.~~

~~An extension of any deadline shall be promptly communicated to the individual who submitted the request for reconsideration.~~

~~The Superintendent, the school librarian, the individual submitting the request for reconsideration challenge, and any other appropriate administrators staff shall receive a copy of the committee's report.~~

Appeal

~~An individual who submitted a request for reconsideration challenge may appeal the decision to the Board. The individual must provide the notice of appeal in accordance with administrative procedures of the reconsideration committee in accordance with appropriate complaint policies, starting at the level immediately preceding Board consideration of a complaint. [See DGBA and FNG]~~

~~The Board shall hear the appeal and render a decision in accordance with the timelines established in law.~~

Frequency of Review

~~When considering the appeal, the Board shall consider the factors in Education Code 33.027(f). The Board shall consider appeals in accordance with timelines set out in law.~~

Maintenance of Library Materials

Frequency of Review

~~After a library material has been challenged, the Board determines not to remove the library material from a school library catalog, it may not be challenged again before the second anniversary of the Board's final decision not to remove the material. reviewed through the reconsideration process, it shall not be reviewed again within two calendar years of the reconsideration committee's final decision.~~

Removal of Library Materials

~~If a challenge to a library material results in the removal of the library material from the school library catalog, each teacher assigned as the classroom teacher at the grade level for which the library material was removed shall be notified and instructed to remove any copy of the library material from the teacher's classroom library, if applicable.~~

Gifts and Donations

Maintenance of Library Materials

Policy Review

~~In accordance with state guidelines and District administrative procedures, collections shall be evaluated and updated regularly based on the collections' age, relevance, diversity, and variety. The Superintendent shall ensure administrative procedures are estab-~~

INSTRUCTIONAL RESOURCES
LIBRARY MATERIALS

EFB
(LOCAL)

lished for regular maintenance of the library collection on each campus. Standard maintenance procedures for any library collection include repair, replacement, and removal of materials as necessary. Regular maintenance shall also include scheduled inventories of the collection. Disposal of any District-owned library materials shall be in accordance with District policy and procedures. [See CI]

Gifts and Donations

The District shall accept gifts and donations of library materials with the understanding that the use and disposition of the materials and monies will be in accordance with District policy and the selection criteria noted above. [See CDC]

Policy Review

This policy shall be reviewed at least every three years and revised as necessary.

**SIXTEENTH AMENDMENT TO
WHOLESALE WATER SUPPLY CONTRACT**

Whereas, under the date of June 20, 2000, the City of Iowa Park, Texas and the Iowa Park Consolidated Independent School District entered into a wholesale water supply contract, by which the City of Iowa Park sold water to the Iowa Park School District at facilities outlined in Section 3 under the schedule of rates defined in Section 6 of said contract; and

Whereas, Section 6 of said water supply contract allows for the rate charged the Iowa Park School District to be varied or changed when the City's wholesale water rate is increased or decreased by their supplier or when improvements have been made to the City's water treatment and distribution system.

NOW, THEREFORE, the parties to the wholesale water supply contract do hereby agree as follows:

Section 1.

Section 6 of said contract dated June 20, 2000 is hereby amended as follows:

6. Rate. The purchase and sale price for water delivered under this contract shall be in an amount equal to eleven dollars and thirteen cents (\$11.13) per one thousand (1,000) gallons of water delivered. This rate may be varied based in the changes in the rate charged the City for water by the City of Wichita Falls, Texas or improvements made in the City's water treatment and distribution system as associated with water delivered to the School District. In no event shall the change in rate go into effect prior to the effective date of the change in rate by the City of Wichita Falls.

Section 2.

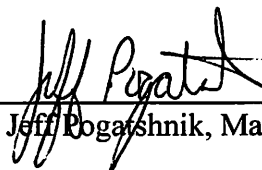
The effective date of this amendment shall be for all water bills rendered after September 30, 2025.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on this the 14th day of July, 2025.

CITY OF IOWA PARK, TEXAS

IOWA PARK CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT

By: _____

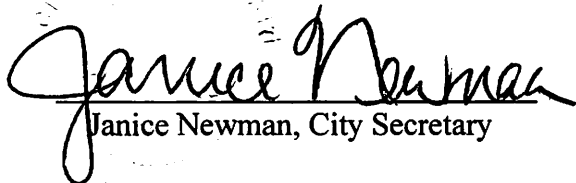

Jeff Pogatchnik, Mayor

By: _____

Trustee President

ATTEST:

ATTEST:


Janice Newman, City Secretary

**FIFTEENTH AMENDMENT TO
WHOLESALE WATER SUPPLY CONTRACT**

Whereas, under the date of June 20, 2000, the City of Iowa Park, Texas and the Iowa Park Consolidated Independent School District entered into a wholesale water supply contract, by which the City of Iowa Park sold water to the Iowa Park School District at facilities outlined in Section 3 under the schedule of rates defined in Section 6 of said contract; and

Whereas, Section 6 of said water supply contract allows for the rate charged the Iowa Park School District to be varied or changed when the City's wholesale water rate is increased or decreased by their supplier or when improvements have been made to the City's water treatment and distribution system.

NOW, THEREFORE, the parties to the wholesale water supply contract do hereby agree as follows:

Section 1.

Section 6 of said contract dated June 20, 2000 is hereby amended as follows:

6. Rate. The purchase and sale price for water delivered under this contract shall be in an amount equal to eleven dollars and seventy-five cents (\$11.75) per one thousand (1,000) gallons of water delivered. This rate may be varied based in the changes in the rate charged the City for water by the City of Wichita Falls, Texas or improvements made in the City's water treatment and distribution system as associated with water delivered to the School District. In no event shall the change in rate go into effect prior to the effective date of the change in rate by the City of Wichita Falls.

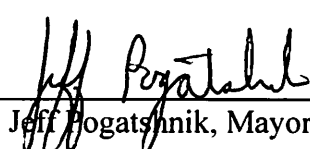
Section 2.

The effective date of this amendment shall be for all water bills rendered after September 30, 2024.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on this the 12th day of August, 2024.

CITY OF IOWA PARK, TEXAS

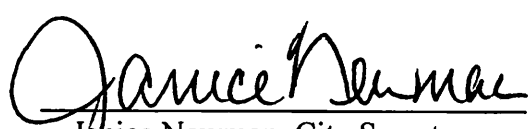
IOWA PARK CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT

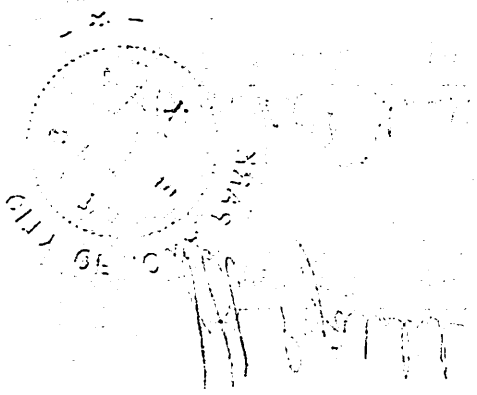
By: 
Jeff Bogatschnik, Mayor

By: _____
Trustee President

ATTEST:

ATTEST:


Janice Newman, City Secretary



THE NEW YORK PUBLIC LIBRARY
ASTOR LENOX TILDEN FOUNDATIONS
455 FIFTH AVENUE
NEW YORK, N. Y. 10018

THE NEW YORK PUBLIC LIBRARY
ASTOR LENOX TILDEN FOUNDATIONS
455 FIFTH AVENUE
NEW YORK, N. Y. 10018

10. Consider/Discuss Possible Board Approval of Fundraisers for 2025-2026	467

FUNDRAISER REQUESTS FOR THE 2025-2026 SCHOOL YEAR							
Campus	Organization	Fundraiser Name and Type	Purpose	Dates	Estimated Profit	Application Submitted	
Bradford		Big Kahuna	Field trips, chater buses, inflatables	10/6/25	17,000	Yes	
Bradford	District Counselors	"Be Kind" t-shirts	Christmas Blessings divided between 4 campuses	October 2025	1,500	Yes	
High School	Athletics	Adrenaline Telethon	Activity Fundraiser	8/5/25	40,000	Yes	
High School	Robotics	Popcorn Sales	Drone supplies and equip.		\$1.75 per bag	Yes	
High School	Robotics	Concession for event	Purchase Robotics equipment	TBD	\$.50-\$1 per	Yes	
High School	Robotics	Bake Sale	Raise money for Worlds	February 2026	100% of sales	Yes	
High School	Entrepreneur Class	3D/shirts/door hanger	Allow students to run a business	9/2025 thru 5/2026		Yes	
High School	Drama/Improv Club	Scholarships	Fundraise for Shows	9/1-5/12	\$1,500	Yes	
High School	Theatre Productions	Concessions	Fundraise for shows	9/11-5/15	Varies per show	Yes	
High School	IPHS Varsity Cheer	Shirts/Spirit Wear	Raise money for pep rallies	9/25-10/25	\$2000-\$3000	Yes	
High School	IPHS Varsity Cheer	?	Competition Expenses	May 15th	\$4,000	Yes	
High School	IPHS Varsity Cheer	Sponsors for shirts	Raise money for throw shirts	3/1/25-6/15/26	\$8000-\$10000	Yes	
High School	NHS	Hawk Hooligans	Raise money for Scholarships	9/5-11/7	\$900 plus	Yes	
High School	NHS	Homecoming Dance	Raise money for Scholarships	9/30-10/18	\$2,500	Yes	
High School	NHS	Whoop-T Do Booth	Raise money for Scholarships	10/14	\$250	Yes	
High School	NHS	Powder Puff Game and Bingo night	Raise money for Scholarships	March/April 2026	\$1500-\$3000	Yes	
High School	Senior Class 2026	Candy Sales	Raise money for Prom	9/25-3/26	\$3500-\$4000	Yes	
High School	Senior Class 2026	Color war shirts	Raise money for Prom	Sept/Oct	\$1,500	Yes	
High School	A&P/PCT Classes	Calendar/Donations	Raise money for Body Worlds	?	\$5,000	Yes	
High School	UIL	Selling Donuts	UIL Fun Day/Scholarships	Sept -May	\$250-\$500	Yes	
High School	UIL	Concession Stand	UIL Fun Day/Scholarships	Fall 25-Spring 26	\$500-\$1000	Yes	
High School	UIL	UIL Practice Meet	Practice	Fall 25/early 26	\$500-\$1000	Yes	
High School	IPHS Interact Club	Car Wash	Service Project/Scholarships	Sept - Oct	\$1000-\$1500	Yes	
High School	IPHS Interact Club	Flag Subscriptions	Scholarships	Feb 2026-April 26	\$200-\$300	Yes	
High School	IPHS Interact Club	Golf Tournament	Scholarships	3/1-5/1	\$5000-\$8000	Yes	
High School	Student Council	Homecoming Parade	Homecoming Parade	10/1-10/24	\$500	Yes	
High School	Cosmetology	Salon Days/Face paint	Field Trips/Program Promotion	August-May	?	Yes	

FUNDRAISER REQUESTS FOR THE 2025-2026 SCHOOL YEAR							
Campus	Organization	Fundraiser Name and Type	Purpose	Dates	Estimated Profit	Application Submitted	
High School	IPHS FFA	Fruit & Meat Sales	Needs of Chapter	Oct 2-Oct 17	\$15,000	Yes	
High School	Yearbook	Carnival Game	Raise money for yearbook	Oct 25th	\$300	Yes	
High School	Yearbook	Nothing Bundt Cakes	Raise money for Yearbook	1/20/26-2/6/26	\$1,000	Yes	
High School	Auto/Skills USA	Aid Industry for Students	Attend WLTI in September 2026	9/2-6/30	100%	Yes	
Kidwell	Kidwell	Art Show	Activity Fundraiser	3/5/26	5,000	Yes	
Kidwell	Kidwell	Kindness Shirts	Activity Fundraiser	Nov. 1-13, 2025	\$500 for Kidwell	Yes	District fundraiser with shared profit that is used to buy Christmas gifts for families in need on campus.
Middle School	Athletics	Adrenaline Telethon	Activity Fundraiser	8/5/25	40,000	Yes	
Middle School	Athletics	Adrenaline Telethon	Activity Fundraiser	8/5/25	40,000	Yes	
Middle School	Choir	Hour a Thon Fundraiser	end of year field trip, supplies, and adjustments on attire	February 24-March 3	3000	Yes	
Middle School	Library	Book Fair	Bookd, posters, bookmarks, journals, etc.	1/3026 - 2/6/26	scholastic credit	Yes	
Middle School	Student Council	Candy grams	student and staff activities	10/30, 02/13	600	Yes	
Middle School	Student Council	Calender Event	student and staff activities	October	5,000	Yes	
Middle School	Robotics	Winter Formal	Replenish robotic parts	TBD	600	Yes	
Middle School	Robotics	Vex IQ Tournament	Entry fees	TBD		Yes	
Middle School	Yearbook	Ad sales in yearbook	pay for yearbooks	09/22 - 11/21	1800	Yes	
Middle School	Yearbook	Concession Stand for athletic events	Pay for yearbooks	all year	3000	Yes	
Middle School	Charity	Sale painted pumpkins	Christmas Blessings/Angel Tree	11/17 - 11-21	2500	Yes	
Middle School	GT	Chocolate sales	Spring field trip	11/4 - 12/19	2000	Yes	
Middle School	GT	Winter Formal	Spring field trip	TBD	600	Yes	
Middle School	NJHS	Chocolate sales	Membership cost	3/16 - 3/30	1500	Yes	
Middle School	Cheer	Calendar spots	cheer camp	4/11 - 5/ 31	3000	Yes	
Middle School	Cheer	Ad sales on t-shirts	pay for uniforms, poms, camp clothes	4/1 - 6/1	5000	Yes	
Middle School	WFGMS	T-shirt sales	Teacher activity	Sept 1 - Oct- 1	2000	Yes	
Middle School	WFGMS	Turkey Bowl	Teacher Activity	11/12 - 11/19	2000	Yes	

FUNDRAISER REQUESTS FOR THE 2025-2026 SCHOOL YEAR							
Campus	Organization	Fundraiser Name and Type	Purpose	Dates	Estimated Profit	Application Submitted	
Middle School	Discipline Committee	Smart snack sales	Student incentives (attendance and discipline)	Throughout the year	3000	Yes	
Middle School	Discipline Committee	Spring Dance	Student incentives (attendance and discipline)	April	3000	Yes	
Middle School	8th grade class	Open Gym	t-shirts	January	500	Yes	

11. Consider/Discuss Possible Board Approval of Master Service Agreement.	471



AIA[®] Document B121[™] – 2018

Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders

AGREEMENT made as of the FOURTH (4th) day of AUGUST in the year TWO THOUSAND TWENTY-FIVE (2025)
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Iowa Park Independent Consolidated School District, a political subdivision and public school district of the State of Texas
328 E. Hwy P.O. Box 898
Iowa Park, Texas 76367
Tel: (940) 582-4193
Fax: (940) 592-2136

and the Architect:
(Name, legal status, address, and other information)

GBA Architects, LLC, a limited liability company of the State of Texas
4309 Old Jacksboro Hwy, Ste D
Wichita Falls, Texas 76302
Tel. (940) 692-1004
Fax. (940) 696-2243

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document does not contain a description of the Architect's scope of Services and related terms. This document is intended to be used in conjunction with AIA Document B221[™]-2018, Service Order for use with Master Agreement Between Owner and Architect

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TABLE OF ARTICLES

1	MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES
2	SERVICE ORDERS
3	ARCHITECT'S RESPONSIBILITIES
4	SCOPE OF ARCHITECT'S BASIC SERVICES
5	OPTIONAL ADDITIONAL SERVICES
6	OWNER'S RESPONSIBILITIES
7	COST OF THE WORK
8	COPYRIGHTS AND LICENSES
9	CLAIMS AND DISPUTES
10	TERMINATION OR SUSPENSION OF SERVICE ORDERS
11	COMPENSATION
12	MISCELLANEOUS PROVISIONS
13	SPECIAL TERMS AND CONDITIONS
14	SCOPE OF THIS MASTER AGREEMENT

Note: Any reference herein, to an AIA™ Document or any AIA Documents included in the Contract Documents shall refer to such document "as modified for this Project". In addition, any reference to AIA Documents shall all be considered to have included the Trademark "TM" after the AIA reference, whether or not included in the text. The AIA Documents are registered intellectual property of the American Institute of Architects and the use and amendment of such forms is permitted under license granted to Walsh, Anderson, Trevino Russo & Kyle, P.C. for this Project. No use may be made of this AIA document other than as Contract Documents for this Project.

ARTICLE 1 MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES

§ 1.1 This Master Agreement shall be effective for three (3) years after the date first written above ("Date of this Master Agreement") and shall be subject to renewal and extension by the Owner each year thereafter, for a period of two (2) additional one-year terms, unless sooner terminated in accordance with the terms of this Master Agreement. Such renewals may be exercised by the Owner's Representative to the extent such duty is delegated by the Board of Trustees.

§ 1.2 This Master Agreement shall apply to all Service Orders agreed to by the Parties within the term of this Master Agreement until completion of the Service Order. In the event of a conflict between terms and conditions of this Master Agreement and a Service Order, the terms of the Service Order shall take precedence for the services provided pursuant to the Service Order. An agreed upon Service Order together with this Master Agreement form a Service Order. A Service Order represents the entire and integrated agreement between the parties, and supersedes prior negotiations, representations, or agreements, either written or oral. A Service Order may be amended or modified only by a Modification.

§ 1.3 This Master Agreement will renew only through approval by the District's Board of Trustees. In the event either party elects not to renew this Master Agreement, the terms of this Master Agreement shall remain applicable until all Service Orders under this Master Agreement are completed or terminated.

§ 1.4 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to this Master Agreement:

Kevin McCasland, Superintendent
Iowa Park Consolidated Independent School District
328 E. Hwy P.O. Box 898
Iowa Park, Texas 76367
Tel: (940) 582-4193
Fax: (940) 592-2136

§ 1.4.1 In each Service Order, the Owner will identify a representative authorized to act on the Owner's behalf with respect to the Service Order.

§ 1.5 The Architect identifies the following representative authorized to act on the Architect's behalf with respect to this Master Agreement:

Joseph Ross, AIA
GBA Architects, LLC
4309 Old Jacksboro Hwy, Ste D
Wichita Falls, Texas 76302
Tel. (940) 692-1004
Fax. (940) 696-2243

§ 1.5.1 In each Service Order, the Architect will identify a representative authorized to act on behalf of the Architect with respect to the Service Order.

§ 1.6 Nothing contained in this Master Agreement or in a Service Order shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 1.7 The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals, including requiring preparation of any civil, structural, mechanical, or electrical plans, specifications, or opinions of probable cost for construction by a registered professional engineer or a registered architect, whichever is appropriate, and who is licensed to practice in the State of Texas.

ARTICLE 2 SERVICE ORDERS

§ 2.1 The Owner is not required to issue any Service Orders under this Master Agreement. Upon the Owner's determination of a need for design and contract administration services in for a specific Project or group of Projects, the Parties agree to execute an individual AIA Document B221™-2018, Service Order for use with Master Agreement Between Owner and Architect (as amended by the Owner), in the form attached hereto as **Exhibit A**, incorporating the District's specific requirements for the individual Project ("Service Order"). The District will not be obligated to place any minimum dollar amount of Requirements Work Orders under this Agreement.

§ 2.2 The Architect may decline to accept any Service Order issued by the Owner.

§ 2.3 The Architect shall perform the services set forth in each agreed upon Service Order, consisting of AIA Document B221-2018, Service Order. Each Service Order shall state the name, location, and detailed description of the Project; describe the Architect's Services and Scope of Work; state the Architect's compensation; and list the attachments and exhibits incorporated by reference.

§ 2.4 For record keeping purposes and ease of reference, each Service Order will be referred to be sequential numbers and year, and the specific Project Name -- e.g. "Service Order No .XX – 2019/Project Name) and each will be appended to this Agreement and made a part thereof as of the date of their respective executions, as Exhibit A-1, A-2, A-3. The terms of this Agreement shall apply to each Service Order for a Project added to this Agreement, and any reference in this Agreement to the "Project" shall refer generically to the specific Project identified and described in the Service Order which is relevant to the issue at hand.

ARTICLE 3 ARCHITECT'S RESPONSIBILITIES

§ 3.1 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by competent architects practicing in the same or similar locality under the same or similar circumstances and with the same professional license. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the services provided pursuant to a Service Order. The Architect shall be responsible to the Owner for all costs and damages resulting from (1) defects in design, (2) non-workability of design details, (3) failure of the Architect to comply with the terms of this Agreement, and (4) errors and omissions of the Architect. Any designs, drawings or specifications prepared or furnished by Architect that contain errors, conflict or omissions will be promptly corrected by Architect at no additional cost to Owner. Owner's approval, acceptance use of or payment for all or any part of Architect's services shall in no way alter Architect's obligations or Owner's rights hereunder.

§ 3.2 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Master Agreement or any Service Order.

§ 3.3 The Architect shall provide and maintain the following insurance with indemnification limits not less than the amounts indicated below, in effect, during the performance of the Work under this Master Agreement, and any Service Order issued thereunder, until termination of this Master Agreement, unless otherwise modified in a specific Service Order. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

(Paragraphs deleted)

<u>Worker's Compensation:</u>	
(Including Waiver of Subrogation Endorsement)	All liability arising out of Architect's employment of workers and anyone for whom Architect shall be liable for Worker's Compensation claims. Worker's Compensation is required and no "alternative" form of insurance shall be permitted.
<u>Employer's Liability</u>	\$1,000,000.00 Each Accident \$1,000,000.00 Disease Policy Limit \$1,000,000.00 Disease Each Employee
<u>Professional Liability:</u>	
Architect	\$2,000,000.00 per claim and \$4,000,000.00 in the aggregate.
<u>Commercial General Liability:</u>	
Each Occurrence	\$2,000,000.00
General Aggregate.....	\$4,000,000.00
Personal and Advertising Injury.....	\$2,000,000.00 each person
<u>Automobile Liability</u>	\$1,000,000.00 combined single limit
<u>Excess Umbrella Liability</u>	\$3,000,000.00

(Paragraph deleted)

§ 3.3.1 The required insurance must be written by a company authorized to do business in Texas at the time the policy is issued. In addition, the company must be acceptable to the Owner. The Owner's Representative will contact the State Board of Insurance to confirm that the issuing companies are authorized to issue such policies in the State of Texas.

§ 3.3.2 The primary Commercial General Liability and Automobile policies, and excess or umbrella policies covering Commercial General Liability and Automobile Liability policies so issued in the name of Architect shall also name the Owner as additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability policies and

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shall apply to both ongoing and completed operations. Evidence of additional insured status will be provided to Owner by providing a copy of the endorsement being utilized to effect the additional insured, and shall be subject to the Owner's reasonable approval. To the extent an Architect's Consultant is named as an additional insured on any policy held by the Architect, separate coverage shall not be required of the Architect's Consultants.

§ 3.3.3 All insurance required herein shall, by endorsement, be primary and non-contributory insurance with respect to the Owner, its officers, employees, representatives or agents and shall seek no contribution from any insurance available to Owner. All insurance shall be written on an occurrence basis, if available, and shall contain a by endorsement a waiver of subrogation in favor of Owner on all claims arising out of the Project. A copy of such endorsement or endorsements shall be provided to the Owner at the same time as the Insurance Certificates required above.

§ 3.3.4 The Architect shall have its insurance carrier(s) provide satisfactory evidence to the Owner of compliance with the requirements in Section 3.3, at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. Satisfactory evidence shall include (1) Certificate(s) of Insurance in a form satisfactory to the Owner, specifying the types and amounts of coverage in effect, the expiration dates of each policy, containing a statement that no insurance will be canceled or materially changed while the Work is in progress without thirty (30) calendar days prior written notice to Owner, and a statement that, except for professional liability insurance and worker's compensation insurance, the Owner is named as additional insured; and, (2) all required Endorsements. Architect shall permit Owner to examine the insurance policies, or at Owner's option, Architect shall furnish Owner with copies, certified by the carrier(s), of insurance policies required. If Architect neglects or refuses to provide any insurance required herein, or if any insurance is canceled, Owner may, but shall not be obligated to, procure such insurance at Architect's expense.

§ 3.3.5 Except where specifically subject to reimbursement by the Owner as provided in Section 3.3, the insurance provided pursuant to Section 3.3 shall be considered a part of the Architect's basic services and shall not be a Reimbursable Expense.

§ 3.3.6 Statutory Worker's Compensation Provisions.

.1 Definitions:

.1.1 Certificate of coverage ("Certificate"). A copy of a certificate of insurance, a certificate of authority to self-insure issued by the division, or a coverage agreement (DWC Form-81, DWC Form-82, DWC Form-83, or DWC Form-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on the Project, for the duration of the Project.

.1.2 Duration of the Project. Includes the time from the beginning of the work on the Project until the Architect's work on the Project has been completed and accepted by the Owner.

.1.3 Persons providing services on the Project ("subcontractor" in Texas Labor Code §406.096). Includes all persons or entities performing all or part of the services the Architect has undertaken to perform on the Project, regardless of whether that person contracts directly with the Architect and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a Project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

.2 The Architect shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Architect providing services on the Project, for the duration of the Project.

.3 The Architect must provide a certificate of coverage to the Owner prior to being awarded the contract.

.4 If the coverage period shown on the Architect's current certificate of coverage ends during the duration of the Project, the Architect must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.

- .5 The Architect shall obtain from each person providing Services on a Project, and provide to the Owner:
- .5.1 a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
 - .5.2 no later than seven (7) days after receipt by the Architect, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.
- .6 The Architect shall retain all required certificates of coverage for the duration of the Project and for one (1) year thereafter.
- .7 The Architect shall notify the Owner in writing by certified mail or personal delivery, within ten (10) days after the Architect knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
- .8 The Architect shall post on each Project site a notice, in the text, form and manner prescribed by the Texas Department of Insurance, Division of Workers' Compensation, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- .9 The Architect shall contractually require each person with whom it contracts to provide services on a Project, to:
- .9.1 provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
 - .9.2 provide to the Architect, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
 - .9.3 provide the Architect, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
 - .9.4 obtain from each other person with whom it contracts, and provide to the Architect:
 - (a) a certificate of coverage, prior to the other person beginning work on the Project; and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
 - .9.5 retain all required certificates of coverage on file for the duration of the Project and for one (1) year thereafter;
 - .9.6 notify the Owner in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and
 - .9.7 contractually require each person with whom it contracts, to perform as required by Subparagraphs .9.1 - .9.7 with the certificates of coverage to be provided to the person for whom they are providing services.
- .10 By signing this contract or providing or causing to be provided a certificate of coverage, the Architect is representing to the Owner that all employees of the Architect who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Texas Department of Insurance, Division of Self-Insurance Regulation. Providing false or misleading information may subject the Architect to administrative penalties, criminal penalties, civil penalties, or other civil actions.

- .11 The Architect's failure to comply with any of these provisions is a breach of contract by the Architect which entitles the Owner to declare the contract void if the Architect does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner. [Provision required by: 28 TAC Rule §110.110(i)]

§ 3.5 Upon the written request of the Owner, the Architect shall remove from the Project any employee of the Architect to whom the Owner makes a reasonable objection. The Architect shall replace any such employee with an equally qualified employee in a timely manner.

§ 3.6 The Architect shall provide a design which when constructed in accordance with the Contract Documents will comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations orders and other legal requirements including but not limited to all zoning restrictions or requirements of record, building, occupancy, environmental, disabled person accessibility and land use laws, requirements regulations and ordinances relating to the construction use and occupancy of the Project ("Governmental Requirements") existing on the date of this Agreement and which may be enacted prior to Owner's approval of completed Construction Documents. Architect shall use its best efforts within the applicable standard of care to avoid incorporating into the Project design elements that would give rise to code interpretation questions and to discuss in advance all such situations with the Owner.

§ 3.7 The Architect represents to Owner that all Design Documents, Contract Documents and other documents prepared and issued by Architect pursuant to this Agreement will be of good quality, free from substantial defects, and in conformance with and satisfying all applicable federal, state, municipal and local ordinances, codes, and other governmental requirements and shall be fit for the particular purpose intended thereby. Architect shall notify the Owner in a prompt and timely manner of any discovered discrepancies inconsistencies or missing information necessary to provide reasonably accurate and complete documents. Failure to so notify Owner will be considered a breach of the standard of professional practice set forth in this Agreement.

§ 3.8 Notwithstanding any provision of this Article to the contrary, services made necessary as a result of the Architect's failure to timely provide accurate or complete information, approvals or clarifications, or to timely render a decision, shall be considered Basic Services.

ARTICLE 4 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 4.1 The Architect's Basic Services are described in this Article 4 and include usual and customary structural, mechanical, civil and electrical engineering services, and such other services identified in the individual Service Orders executed in connection with this Master Agreement and made a part hereof.

§ 4.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 4.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of the services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 4.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 4.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 4.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the

Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services. Any changes required by governmental authorities, if approved by the Owner, shall be made by the Architect at no additional cost to the Owner.

§ 4.1.6 The Architect shall be responsible for filing documents required for the approval of governmental authorities having jurisdiction over the Project identified in the applicable Service Order, subject to review and approval of the Owner.

§ 4.1.7 When the services under this Agreement or any Service Order under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be AIA Document A201-2017, as amended by the Owner for the Project, applicable to the individual Service Order. The Architect shall administer the Project identified in the individual Service Orders in accordance with this Master Agreement, the applicable Service Order as amended for the Project identified in the individual Service Order, and with the AIA A201-2017, General Conditions of the Contract for Construction for the Project and/or the AIA A105 or A104 if applicable or any similar general conditions identified in the individual Service Orders, consult with Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner. The Architect shall not be relieved of any obligation to perform in accordance with the standard of care applicable to licensed architects in the State of Texas, regardless of whether or not a specific responsibility or task is included or identified in this Agreement.

§ 4.1.8 Notwithstanding any other provision of the Agreement, the following are Services of the Architect fully compensated under Section 11.1 as Basic Services:

- .1 The time period during which the Architect's duty to provide Basic Services shall include that time necessary to correct any defective work caused by defects, errors or omissions of the Architect during any phase of construction. Such services shall be performed by the Architect at no additional charge, either in fee or expenses.
- .2 The Architect shall be responsible for retaining all necessary consultants to execute Architect's scope of work. Such consultants shall be professionals licensed by the State of Texas to practice the building discipline for which they are retained on the Project. Consultants required by the Architect shall at a minimum be required to make on-site visits and observations during those periods when work they have designed is being constructed.
- .3 The Architect shall require the Contractor and its subcontractors to maintain a set of record drawings to be furnished to the Owner in reproducible form upon Substantial Completion of the Project. The Architect shall cause the Contractor to provide all warranty documents and Owner operation manuals required by the Contract Documents. The Architect shall review the record drawings, warranties, and operation manuals for conformance with the Contract Documents and shall deliver the record drawings, warranties, and operation manuals to the Owner by written transmittal.
- .4 The Architect shall be responsible for reporting all known building deficiencies to the Contractor for a period of one (1) year after the date of Substantial Completion. In addition, the Architect shall monitor the progress of corrections and furnish the Owner with written notification of completed corrections. The one (1) year period shall be extended to portions of the Work first completed after the date of Substantial Completion by the period of time between Substantial Completion and the actual completion of such Work. The obligations under this Section shall survive acceptance of the Work by the Owner.

§ 4.2

(Paragraphs deleted)

Schematic Design Phase Services

§ 4.2.1 The Architect shall assist the Owner with the provision of the educational program and educational specifications, which shall be approved by the Owner's Board of Trustees, per 19 Texas Administrative Code Section 61.1036. The Architect shall review the program and other specifications furnished by the Owner to ascertain the specific requirements of the Project and shall arrive at a mutual written understanding of such requirements with the Owner. The Architect shall include all components of Owner's program for the Project unless specific agreement to delete a component is received from the Owner. This review, assistance and understanding shall be performed in connection with each Project identified and/or commenced under an individual Service Order executed in connection with the Master Agreement and made a part hereof, unless otherwise provided in the Service Order executed in connection with this Agreement and made a part hereof.

§ 4.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project. The Architect shall visit the Owner's proposed Project site and shall provide the Owner a written report evaluating the feasibility of the Owner's site for the Project based on site conditions and the Owner's program, schedule and budget for the Cost of Work. The Architect's report shall include identification and evaluation of the location, availability, adequacy, capacity and sufficiency of all utilities necessary to service the completed Project and address with the Owner any existing easements or rights of way which may interfere with the Owner's Project.

§ 4.2.3 Based on the Project's requirements agreed upon with the Owner's Representative, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 4.2.4 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 4.2.4.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services as Additional Services.

§ 4.2.4.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 4.2.5 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 7.3.

§ 4.2.6 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval. The Architect shall not proceed to the Design Development Document Phase without the approval of Owner; provided, however, this approval shall not relieve Architect of Architect's responsibility to ultimately provide final construction documents which are sufficient for Owner to complete construction of the Project, and are free from material defects or omissions. Architect shall bear full responsibility for, and all resulting excess costs incurred by Architect in, proceeding without the approval required by this Section 4.2.6.

§ 4.3 Design Development Phase Services

§ 4.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 4.3.2 The Architect shall update the estimate of the Cost of the Work. This estimate may be based upon current area, volume or similar conceptual estimating techniques. The Architect shall cooperate with the Owner, and if applicable, the Construction Manager at Risk, in developing and designing the Project to satisfy Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. If the estimate of the Cost of the Work exceeds the Owner's budget, and the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential

element of the Project. Architect shall present the redesign to Owner for Owner's approval and, in doing so, shall notify Owner of the actions taken to bring the Project into Owner's budget. If the Architect is unable to redesign the Project to meet Owner's budgetary, programmatic and quality needs, then the Architect (in cooperation the Construction Manager at Risk, if applicable) shall make appropriate written recommendations to the Owner to adjust the Project's size, quality or budget. Owner shall consider the Architect's recommendations, but shall decide, in its discretion, what adjustments to make and the Owner shall cooperate with the Architect in making such adjustments.

§ 4.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval. The Architect shall not proceed to the Construction Documents Phase without the approval of Owner; provided, however, this approval shall not relieve Architect of Architect's responsibility to ultimately provide final construction documents which are sufficient for Owner to complete construction of the Project, and are free from material defects or omissions. Architect shall bear full responsibility for, and all resulting excess costs incurred by Architect in, proceeding without the approval required by this Section 4.3.3.

§ 4.4 Construction Documents Phase Services

§ 4.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of all Drawings and Specifications, submittals, transmittals, deliverables, instructions to Contractor, and other documents including those in electronic form, prepared by the Architect, and the Architect's consultants which set forth in detail the requirements for construction of the Project. The Construction Documents shall reflect all agreements between Owner and Architect concerning the Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs and usable life of equipment and facilities. The Construction Documents shall also reflect the Owner's program and educational specifications and the State educational adequacy standards in 19 TAC Section 61.1036. The Architect shall provide Construction Documents which are sufficient for the Owner to complete construction of the Project, are free from material defects or omission, and comply with all applicable laws, ordinances, codes, rules and regulations, as of the effective date of the issuance of the Construction Documents. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with the requirements of this Section 4.4.1.

§ 4.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 4.4.3 During the development of the Construction Documents, the Architect, in consultation with the Owner's attorney, shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). In consultation with the Owner, the Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include proposal requirements and sample forms.

§ 4.4.4 The Architect shall update the estimate for the Cost of the Work. If the estimate of the Cost of the Work exceeds the Owner's budget, and the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential element of the Project. Architect shall present the redesign to Owner for Owner's approval and, in doing so, shall notify Owner of the actions taken to bring the Project into Owner's budget. If the Architect is unable to redesign the Project to meet Owner's budgetary, programmatic and quality needs, then the Architect (in cooperation the Construction Manager at Risk, if applicable) shall make appropriate written recommendations to the Owner to adjust the Project's size, quality or budget. Owner shall consider the Architect's recommendations, but shall decide, in its discretion, what adjustments to make and the Owner shall cooperate with the Architect in making such adjustments.

§ 4.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 7.5, and request the Owner's approval; provided however, this approval shall not relieve Architect of Architect responsibility to provide documents which are

sufficient for Owner to complete the construction of the Project. Architect shall bear full responsibility for and all resulting excess costs incurred by Architect in proceeding without Board approval

§ 4.4.6 After Owner's approval of the Construction Documents, the Architect shall not make or approve any change in the Work, except for minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time, without the prior written consent of the Owner. The Architect shall be liable to the Owner for any damages arising from or caused by any change to the Work made or approved by the Architect without the Owner's prior written consent.

§ 4.4.7 Pursuant to 19 Texas Administrative Code § 61.1036, the Architect shall sign and seal the Construction Documents and certify on the Certification of Project Completion form developed by the Texas Education Agency as follows:

- .1 It has reviewed the standards contained in 19 TAC Chapter 61 and has used sound professional judgment and reasonable care consistent with the practice of architecture in the State of Texas in executing the construction documents and that these documents conform with the provisions of 19 TAC § 61.1036.
- .2 It has performed a building code search under applicable regulations that may influence the project and the design has been researched prior to becoming final.
- .3 It has designed the facility according to the provisions of 19 TAC § 61.1036 based on the long-range school facility plan and/or education specifications, building code specifications, and all documented changes to the Construction Documents provided by the District.

§ 4.4.8 As a condition to the Project being considered Substantially Complete, the Architect shall obtain the certification of the Contractor on the Certification of Project Compliance form that the facility has been constructed in general accordance with the Construction Documents set out in Section 4.4.7 above.

§ 4.5 Bidding or Proposal Phase Services

§ 4.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 4.5.2 Competitive Bidding

§ 4.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 4.5.2.2 If requested by Owner, the Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 4.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 4.5.3 Negotiated Proposals

§ 4.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 4.5.3.2 If requested by Owner, the Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and

- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 4.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 4.6 Construction Phase Services

§ 4.6.1 General

§ 4.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, as amended by the Owner for the Project and provided to the Architect concurrent with the execution of this Agreement.. If the Owner and Contractor modify AIA Document A201™–2017, other than the modifications provided at the time of this Agreement, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 4.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. Notwithstanding the foregoing, the Architect shall be responsible for providing at no additional cost to the Owner architectural services made necessary by major defects or deficiencies in the Contractor’s work which the Architect should have reasonably discovered in providing services within its standard of care.

§ 4.6.1.3 **Jobsite Safety.** Neither the professional activities of the Architect, nor the presence of the Architect, or its employees and consultants at a construction/project site, shall relieve any Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Architect and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Owner agrees that the Contractor shall be solely responsible for jobsite safety, and agrees that this intent shall be carried out in the Owner’s contract with the Contractor.

§ 4.6.1.4 Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment

§ 4.6.2 Evaluations Of The Work

§ 4.6.2.1 The Architect or its authorized representative, as a representative of the Owner, shall visit the site at least twice per month (or more often when deemed necessary by the Owner’s representative or when necessary to protect the Owner’s interests), and at other intervals appropriate to the stage of the Contractor’s operations: (1) to observe the progress, quality and quality of the work completed, to reject any observed non-conforming Work; (2) to become familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed; (3) to determine in general if the work is being performed in a manner indicating that the Work, when fully completed will be in accordance with the Contract Documents; and, (5) to document progress of the Work, in written and photographic form. A minimum of two jobsite meetings per month from commencement of construction through Final Completion will be initiated by the Architect Attendees shall include the Owner, the Contractor’s project manager or superintendent, the Architect’s project representative and the Architect. The Architect or his authorized representative will provide on-site observations prior to and during all concrete pours that contribute to the structural integrity of the building, including all pours of concrete piers, footings, grade beams, floor slabs and concrete superstructure components, if applicable. Architect or its representative shall also provide on-site observations prior to covering up or closing up of portions of the construction that, if covered, would conceal problems with the structural integrity of the Project. On the basis of its on-site observations, the Architect shall keep the Owner and the Owner’s Contractor informed of the progress and quality of the Work, through the Architect’s field reports and shall promptly notify the Owner and Contractor regarding a perceived defect or nonconforming Work which shall be followed by a

written notice and recommended corrective action. Notwithstanding the foregoing, the Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are the Contractor's rights and responsibilities under the Contract Documents

§ 4.6.2.2 The Architect shall reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall recommend to the Owner, additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work. The Architect shall promptly notify the Owner and Contractor of any observed fault or defect in the Project or non-conformance with the Contract Documents upon discovery, and shall notify the Owner of all corrective action taken or recommended.

§ 4.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 4.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 4.6.3 Certificates For Payment To Contractor

§ 4.6.3.1 The Architect shall observe the progress of the Work evaluate, review and certify the amounts due the Contractor and shall sign and issue Certificates for Payment in such amounts if such amounts are valid, correct and deemed due and owing, in the Architect's professional opinion, within seven (7) days of its receipt of Contractor's properly submitted application for payment. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, in the Architect's professional opinion, and to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the amounts shown in the application are valid and correct. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect in writing to the Owner.

§ 4.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 4.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 4.6.4 Submittals

§ 4.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 4.6.4.2 In accordance with the Architect-approved, Contractor's submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents and applicable laws, statutes, codes, regulations, ordinances and requirements applicable the Architect's design.. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. If it is determined that any submittal does not comply with the requirements of the Contract Documents, then the Architect shall notify the District representative so that the Contractor may be brought in to compliance. The Architect shall promptly report in writing to the Contractor and Owner any errors, inconsistencies and omissions discovered by the Architect in the Shop Drawings, Product Data and Samples. The Architect is not authorized to approve changes involving major systems such as HVAC, roof, foundation, outward appearance, color schemes, floor plans, building materials or mechanical equipment without Owner's prior written consent.

§ 4.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 4.6.4.4 Subject to the limitations in Section 4.6, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 4.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 4.6.5 Changes In The Work

§ 4.6.5.1 With notice and approval of the Owner's representative, the Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.6, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents as Basic Services. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified as Basic Services compensated under Section 11.1.

§ 4.6.5.2 The Architect shall review and evaluate Contractor proposals for Work to be performed under a Change Order, counter-proposals by the Contractor, if any, in connection with a Construction Change Directive and Contractor proposals related to funds to be expended from any Contingency or Allowance, to confirm that the form of the proposal and information satisfies the requirements of the Contract Documents and, if the Architect finds the proposal in compliance with the Contract Documents, the price as proposed to be fair and reasonable, it shall prepare the formal Change Order for the Owner's approval and execution. If the Architect shall not be satisfied that the form of the proposal and information satisfies the requirements of the Contract Documents or that the price as proposed is not a fair and reasonable price for such work, the proposal shall be returned to the Contractor with a request for revision and instructions as to what is required to correct the deficiencies in the proposal. Upon receipt of the revised proposal, the Architect shall again evaluate the proposal in accordance with this Paragraph.

§ 4.6.5.3 The Architect shall maintain records relative to changes in the Work, including, Change Orders, Construction Change Directives and Changes Requested to be paid from any Contingency or Allowance.

§ 4.6.5.4 The Architect shall prepare a set of reproducible record drawings in PDF form at, or such other electronic format as agreed by the parties, showing significant changes made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

§ 4.6.6 Project Completion

§ 4.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents. Neither the form of final Certificate for Payment nor the Certificate of Final Completion shall release the Contractor, Construction Manager at Risk (if applicable) or any subcontractor for any liability in connection with the Construction.

§ 4.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 4.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 4.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 4.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 5 OPTIONAL ADDITIONAL SERVICES.

§ 5.1 The Optional Additional Services that can be provided for a Project after execution of a Service Order without invalidating the Service Order and following written approval by the Owner, include those designated in the table below as "Additional Services. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 5.1 shall entitle the Architect to compensation pursuant to Article 11 and/or as may be more particularly specified in any Service Order.

Basic and Optional Additional Services	Responsibility (Architect, Owner, or not provided)
§ 5.1.1 Programming	Architect – Basic Service
§ 5.1.2 Multiple preliminary designs	Architect – Basic Service
§ 5.1.3 Measured drawings	Optional Additional Services
§ 5.1.4 Existing facilities surveys	Owner
§ 5.1.5 Site evaluation and planning	Architect – Basic Service
§ 5.1.6 Building Information Modeling	Architect – Basic Services
§ 5.1.7 Civil engineering	Architect – Basic Services
§ 5.1.8 Landscape design	Architect – Additional Services
§ 5.1.9 Architectural interior design	Architect – Basic Services
§ 5.1.10 Value analysis	Optional Additional Services
§ 5.1.11 Detailed cost estimating	Optional Additional Services

Basic and Optional Additional Services		Responsibility (Architect, Owner, or not provided)
§ 5.1.12	On-site project representation	Full Time On-Site Representation - Optional Additional Services
§ 5.1.13	Conformed documents for construction	Optional Additional Services
§ 5.1.14	As-designed record drawings	Architect – Basic Services
§ 5.1.15	As-constructed record drawings	Architect – Basic Services
§ 5.1.16	Architect’s coordination of the Owner’s consultants	Architect – Basic Services
§ 5.1.17	Telecommunications/data design	Architect – Basic Services
§ 5.1.18	Security evaluation and planning	Optional Additional Services
§ 5.1.19	Commissioning	Optional Additional Services
§ 5.1.21	Sustainable Project Services	Optional Additional Services
§ 5.1.22	Multiple bid packages	Architect – Basic Services
§ 5.1.23	Historic preservation	Optional Additional Services
§ 5.1.24	Furniture Selection, Specification Bid Eval. and Punchlist	Architect – Basic Services
§ 5.1.25	Surveys	Architect – Reimbursable Expense
§ 5.1.26	Geotechnical Reports	Architect – Reimbursable Expense

(Paragraph deleted)

§ 5.2. If deemed necessary in the Architect’s professional judgment, in connection with the Project, or upon specific request of the Owner in connection with a Project, the Architect shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All information on the survey shall be referenced to a Project benchmark. The Architect shall be reimbursed by Owner for the actual cost of such services with markup as provided in Section 11.2.

§ 5.3 If deemed necessary in the Architect’s professional judgment, in connection with the Project, or upon specific request of the Owner in connection with a Project, the Architect shall furnish services of geotechnical engineers as required for the Project which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations. The Architect shall be reimbursed by Owner for the actual cost of such services with markup as provided in Section 11.7

§ 5.4 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. All services under the terms of this Agreement which would otherwise be constructed as Additional Services will be treated as Basic Services compensated under Section 11.1 for which no additional compensation is authorized, unless such services are requested in writing by the Architect and approved in writing by the Owner prior to the time such services are performed. In the absence of a prior written agreement, the Owner shall have no obligation to pay for any Additional Services claimed to have been performed.

5.4.1 Unless otherwise provided in a Service Order, upon recognizing the need to perform the following Additional Services, as they relate to the services provided pursuant to the Service Order, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner’s written authorization:

- .1 Services necessitated by a material change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method after Construction Documents are complete, except when said changes are due to Architect’s or Architect’s consultant’s negligent errors or omissions;

- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Construction Documents necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner [Refer to Paragraph 11.6 for compensation method on Alternate Bids];
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals; or
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 5.5 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Up to two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 It is agreed that the Architect shall visit the site over the duration of the Project during construction and observe the Work at appropriate stages of construction and attend construction meetings as required herein.
- .3 Up to one (1) inspection for any phase of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Up to one (1) inspection for any phase of the Work to determine Final Completion

Accurate, detailed and segregated invoicing must be provided by the Architect for all Construction Phase Services exceeding the limits in this Section 5.5, in order to facilitate back-charging Contractor for such Additional Services.

(Paragraphs deleted)

ARTICLE 6 OWNER'S RESPONSIBILITIES

§ 6.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations of each Service Order, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 6.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 6.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

(Paragraph deleted)

§ 6.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of consulting services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants as designated in an individual Service Order, or authorize the Architect to furnish them as an Additional Service or as a Reimbursable Expense, when the Architect requests such services and demonstrates that in the Architect's professional judgement, they are reasonably required by the scope of the Service Order. The Owner shall require that its consultants and

contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 6.5 Unless otherwise provided in this Agreement or a Service Order, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

(Paragraphs deleted)

§ 6.6 Unless otherwise provided in this Agreement or a Service Order, the Owner shall furnish all legal, insurance, and accounting services, including auditing services, that may be reasonably necessary at any time to meet the Owner's needs and interests under a Service Order.

(Paragraphs deleted)

§ 6.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the services or work related to a Service Order, including errors, omissions or inconsistencies in the Architect's Instruments of Service. Architect acknowledges that it is the leader of the design team and is responsible for the design of the Project. Therefore the Owner shall be entitled to rely on the Construction Documents, services and information furnished by the Architect. This section shall not relieve the Architect of any responsibility or liability for performance of Architect's contractual services on the Project.

(Paragraphs deleted)

§ 6.8 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 6.9 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 6.10 The Architect and the Owner shall at all times have access to the Work wherever it is in preparation or progress.

ARTICLE 7 COST OF THE WORK

§ 7.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner or to the extent the Project represented by the Service Order is not completed, the estimated costs to the Owner, to construct all elements of the Project represented by the Service Order, designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work (as defined by the Service Order) or other costs that are the responsibility of the Owner.

§ 7.2 The Owner's budget for the Cost of the Work will be defined in the specific Service Order, and may be adjusted throughout the Project as required. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 7.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project or redesign elements to achieve cost savings within the Scope of the Work, (but in doing so, shall not delete any essential element of the Project); and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the

Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 5.

§ 7.4 If the Bidding or Proposal Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work may be adjusted, if necessary, to reflect changes in the general level of prices in the applicable construction market.

§ 7.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 7.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide proposal, the Owner, in its sole discretion, shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 10.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 7.7 If the Owner chooses to proceed under Section 7.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 7.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 7.

ARTICLE 8 COPYRIGHTS AND LICENSES

§ 8.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use in relation to a Service Order. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 8.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with a Service Order is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 8.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use, retain copies and reproduce the Architect's and Architect's Consultant's Instruments of Service solely and exclusively for purposes of completing, constructing, using, maintaining, altering and adding to the Projects defined by the individual Service Orders under this Agreement, Service Order. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Master Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant between the Parties, solely and exclusively for use in performing services or construction for the Projects defined by the individual Service Orders under this Agreement. The payment of any fees for professional services performed under this Agreement shall constitute full payment for a one-time, perpetual license fee for those uses of the Architect's and the Architect's consultants' Instruments of Service, for all documents produced pursuant to this Agreement and in existence as of the date of any such payment. Service Order Service Order

§ 8.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by Texas law and the state Constitution, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of

defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 8.3.1.

§ 8.4 Except for the licenses granted in this Article 8, no other license or right shall be deemed granted or implied under this Master Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services for the Projects defined by the individual Service Orders under this Agreement.

§ 8.5 [Intentionally Deleted.]

§ 8.6 The provisions of this Article 8 shall survive the termination of this Master Agreement.

(Paragraphs deleted)

ARTICLE 9 CLAIMS AND DISPUTES

§ 9.1 General

§ 9.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to any Service Order, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Master Agreement and within the period specified by applicable law, but in any case not more than 10 years after the Substantial Completion of the services provided pursuant to a specific Service Order. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 9.1.1.

§ 9.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201™-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 9.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to a Service Order. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of a Service Order, except as specifically provided in any Service Order.

§ 9.2 Mediation

§ 9.2.1 Any claim, dispute or other matter in question arising out of or related to a Service Order shall be subject to mediation as a condition precedent to the initiation of litigation.

§ 9.2.2 Unless the parties mutually agree otherwise, mediation shall be administered in accordance with the following:

- .1 Request for mediation shall be in writing, and shall request that the mediation commence not less than thirty (30) or more than ninety (90) days following the date of the request, except upon agreement of both parties.
- .2 In the event the Owner and the Architect are unable to agree to a date for the mediation or to the identity of the mediator or mediators within thirty (30) days following the date of the request for mediation, all conditions precedent in this article shall be deemed to have occurred.
- .3 At all times during the course of any dispute resolution process, the Architect shall continue diligently and without delay to perform the services and obligations of the Agreement.

§ 9.2.3 The parties shall share the mediator's fee equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 9.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 7.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 7.3 of this Master Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 9.3 Arbitration [Paragraph 9.3 and All Sub-Paragraphs Intentionally Deleted]

ARTICLE 10 TERMINATION OR SUSPENSION OF SERVICE ORDERS

(Paragraphs deleted)

(Table deleted)

§ 10.1 If the Owner fails to make payments to the Architect in accordance with a Service Order through no fault of the Architect, such failure shall be considered substantial nonperformance and cause for termination of the Service Order or, at the Architect's option, cause for suspension of performance of services under the Service Order for which the Owner failed to make payment if not cured by the Owner within seven (7) days following notice of any past-due payment. If the Architect elects to suspend services, the Architect shall give seven (7) days' written notice to the Owner prior to suspending services.

§ 10.2 This Agreement may be terminated by Owner if Architect engages in conduct that would constitute a violation of state or federal criminal law, including but not limited to, the laws prohibiting certain gifts to public servants, or engages in conduct that would constitute a violation of the Owner's ethics or conflict of interest policies.

§ 10.3 If the Owner suspends the services under a Service Order for more than ninety (90) consecutive days for reasons other than the fault of the Architect, the Architect may terminate the Service Order by giving not fewer than seven (7) days' written notice. Should the Architect elect to so terminate a Service Order, the Architect shall be compensated for services actually performed and expenses actually incurred under the Service Order prior to notice of such termination

§ 10.4 Either party may terminate a Service Order upon not fewer than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of the Service Order, through no fault of the party initiating the termination. Termination of a Service Order under this Section 10.4 shall not be deemed a termination of other Service Orders under this Master Agreement.

§ 10.5 The Owner may terminate a Service Order, upon not less than seven (7) days' written notice to the Architect for the Owner's convenience and without cause.

§ 10.6 In the event of termination of a Service Order not the fault of the Architect, the Architect shall be compensated for services properly and actually performed and expenses actually incurred under the Service Order prior to notice of such termination, together with Reimbursable Expenses actually incurred prior to notice of termination. .

§ 10.7 [Paragraph Deleted.]

§ 10.8 The Owner's rights to use the Architect's Instruments of Service in the event of termination of a Service Order are set forth in Article 8 and Section 11.8 of this Master Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 The Owner shall compensate the Architect for the services described in a Service Order pursuant to the Service Order and as set forth in this Article 11. The Compensation in each Service Order will be determined on a project-by-project basis with Compensation for Basic Services for each Project based on the following formulas, with the final amount established in the Service Order based on the project parameters:

Init.

.1 For New Construction, the compensation shall be ten percent (10%) of Construction Cost at the time of Bidding as defined herein.

..2 For any Renovations, the compensation shall be twelve percent (12%) of Construction Cost at the time of Bidding as defined herein.

§ 11.2 Optional Additional Services. Except as below for furniture selection, specification, bid and punch list assistance, the Architect will be compensated for Optional Additional Services as set out in the individual Service Orders, based on the hourly billing rates for services of the Architect and the Architect's consultants as set forth in the Fixed Rate Schedule below:

Architect	\$185/hour
Designer	\$125/hour
Drafter	\$95.00/hour
Clerical Office Admin.	\$65/hour

§ 11.3 Except as otherwise set forth in a Service Order, the Owner shall compensate the Architect for Additional Services that may arise during the course of a Project at the hourly billing rates for services of the Architect and the Architect's consultants as set forth in the Fixed Rate Schedule set out in 11.2, above.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	fifteen	percent (	15	%)
Design Development Phase	twenty-five	percent (	25	%)
Construction Documents Phase	thirty-five	percent (	35	%)
Proposal Phase	three	percent (	3	%)
Construction Phase	twenty	percent (	20	%)
Close-Out	two	percent (	2	%)
Total Basic Compensation	one hundred	percent (	100	%)

(Paragraphs deleted)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or best value proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed, whether or not the Construction Phase is commenced.

§ 11.7 Compensation for Reimbursable Expenses

§ 11.7.1 Reimbursable Expenses will be allocated to each Service Order. Reimbursable Expenses are in addition to compensation for the Architect's professional services and include expenses incurred by the Architect and the Architect's consultants directly related to a Service Order, as follows:

- .1 [Paragraph Deleted].
- .2 [Paragraph Deleted].
- .3 [Paragraph Deleted].
- .4 Printing, reproductions, plots, and standard form documents; and
- .5 [Paragraph Deleted].
- .6 [Paragraph Deleted].
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner .
- .8 [Paragraph Deleted].
- .9 [Paragraph Deleted].

.10 [Paragraph Deleted].

.11 [Paragraph Deleted].

§ 11.7.2 For Reimbursable Expenses as described in Section 11.4.1, the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus one percent (1 %) of the expenses incurred.

§ 11.7.3 **Other Reimbursable Expenses.** For the following Reimbursable Expenses the compensation shall be as follows:

- .1 For Surveys described in Section 5.1.25, Architect's Actual Cost plus ten (10%) percent of the Cost.
- .2 For Geotechnical Reports described in Section 5.1.26, Architect's Actual Cost plus ten (10%) percent of the Cost

§ 11.8 Compensation For Use Of Architect's Instruments Of Service

If the Owner terminates the Architect for its convenience under Section 9.5 or for cause, or the Architect terminates this Agreement under Section 9.3, the Owner shall have the right to continued use of the Architect's and Architect's Consultants' Instruments of Service and to make derivative Works thereof, solely for purposes of completing, using and maintaining the Project without regard to whether such termination shall subsequently be adjudicated to have been wrongful, or whether such termination is for the convenience of the Owner. In the event the Owner shall make derivative works of the Architect's or the Architect's consultants' Instruments of Service pursuant to this Section, neither the Architect nor its consultants shall bear liability for errors or omissions appearing in such derivative works.

§ 11.9 Payments to the Architect

§ 11.9.1 Progress Payments

§ 11.9.1.1 Unless otherwise agreed, payments for services and reimbursement for Reimbursable Expenses provided pursuant to a Service Order shall be made monthly in proportion to services performed and expenses incurred during the previous month. Payments are due and payable upon the Owner's receipt of the Architect's invoice. Amounts unpaid thirty (30) days after the Owner's receipt of the invoice shall bear interest at the rate provided in the Texas Prompt Payment Act, Texas Government Code , Chapter 2251.

§ 11.9.1.2 For projects compensated on a percentage of the Cost of the Work or lump sum fee basis, the Architect will prepare and submit for the Owner's approval a Monthly Basic Services Fee Billing Schedule based on the provisions of this Agreement.

§ 11.9.1.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts by a court of competent jurisdiction.

§ 11.9.1.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 MISCELLANEOUS PROVISIONS

§ 12.1 Each Service Order shall be governed by the laws of the State of Texas. Venue for a dispute arising under any Service Order shall lie in either Wichita County. No provision of this Agreement is a waiver of any immunity or defense. No provision of this Agreement is consent to suit.

§ 12.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction

§ 12.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Master Agreement and each Service Order issued thereunder. Neither the Owner nor the Architect shall assign this Master Agreement or any Service Order without the written consent of the other, except that the Owner may assign a Service Order to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under the Service Order, including any payments due to the Architect by the Owner prior to the assignment.

§ 12.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute

all such consents that are consistent with the Service Order, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of the Service Order.

§ 12.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect

§ 12.6 Unless otherwise required in this Master Agreement or a Service Order, the Architect shall have no responsibility for the handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. The Architect and the Architect's consultants shall have no responsibility to initially discover the presence of such hazardous materials on the Project site, but shall have a duty to immediately report to the Owner the existence of such materials if actually known by the Architect or the Architect's consultants to be present on the Project site.

§ 10.7 With prior written consent of the Owner, the Architect shall have the right to include photographic or artistic representations of the design of the Projects for which services are performed among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Projects to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Projects. This Section 10.6 shall survive the termination of a Service Order unless the Owner terminates a Service Order for cause pursuant to Section 8.4.

§ 12.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party may disclose such information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. Owner herein designates the following as confidential information: security measures; pending real estate purchases, exchange, lease, or value; any information pertaining to litigation; student likenesses and student record information; employee information; and any other information deemed confidential by law. .

§ 12.9 To the extent permitted by applicable law, in any adjudication or claim under this Agreement, reasonable and necessary attorney's fees that are equitable and just may be awarded to the prevailing party.

§ 12.10 By signing this Agreement, the undersigned certifies as follows: 'Under Section 231.006, TEXAS FAMILY CODE, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

§ 12.11 Pursuant to TEXAS EDUCATION CODE section 44.034, Architect must give advance written notice to the Owner if the Architect or an owner or operator of the Architect has been convicted of a felony. The Owner may terminate this Agreement if the Owner determines that the Architect failed to give such notice or misrepresented the conduct resulting in the conviction. This paragraph requiring advance notice does not apply to a publicly-held corporation

§12.12 Architect shall keep all accounting and construction records on the Project for a period of at least twelve years after Final Completion of the Project, and thereafter shall offer the records to the Owner in writing, in order for Owner to comply with its records retention requirements, per the Texas Government Code section 441.158 *et seq.* and the Texas Library and Archives Commission's Local Schedule GR (Government Records). In the alternative, Architect may provide such records to Owner for retention at any time if Owner agrees in writing to accept such records in lieu of Architect's retention under this Section.

§12.13 Any notice required by or permitted under this Agreement must be in writing unless otherwise provided herein.

Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

§12.14 If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom.

§12.15 The Owner shall have the right to examine, copy, and/or audit the books and other records of the Architect relating solely to this Agreement upon reasonable request to the Architect.

§ 12.16 Criminal History Records Checks.

§ 12.16.1 Before beginning any work on a Project which is the subject of a Service Order, the Architect may be required, if applicable, to comply with the provisions of Texas Education Code section 22.08341, including obtaining Criminal History Record Information ("CHRI"), through the Fingerprint-Based Applicant Clearinghouse of Texas ("FACT Clearinghouse") for all of the Architect's Covered Employees as defined by the statute.

§ 12.16.2 Covered Employees generally include all employees of Architect, as well as employees of the Architect's subconsultants and independent contractors, who will have ongoing work duties to be performed under this contract and a substantial opportunity for verbal or physical interaction with students, and the person will not be supervised by a certified educator or other professional district employee during such opportunities.

§ 10.16.3 If a Project which is the subject of a Service Order, will involve a set of circumstances which will require compliance with Texas Education Code section 22.08341, the Architect agrees to obtain the CHRI on its Covered Employees, provide the required certifications and otherwise, fully and promptly comply with all requirements of the statute, at its sole expense.. The Architect is encouraged to consult its own counsel with regard to whether compliance is required in connection with a specific Service Order and shall consult with the Owner, prior to entering into any Service Order regarding compliance.

ARTICLE 13 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Master Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

§ 13.1 Purchase Order. If the Owner issues a purchase order related to the Architect's services, it is understood and agreed that such purchase order is for the Owner's internal accounting purposes only and shall not modify, add to, or delete any of the terms and conditions of this Agreement. When a purchase order is issued, it is understood and agreed that the Architect shall indicate the purchase order number on the invoices sent to the Owner

§ 13.2 LEED. The LEED Green-Building Rating System and similar environmental guidelines are subject to interpretation, and achieving levels of compliance involves all parties and includes the Owners use, operation and maintenance of the completed project and the Contractors' performance during construction. The Architect does not warrant that the Project will achieve LEED certification or guarantee a certain level of energy savings but is required to use reasonable care consistent with its professional standard of care projects involving LEED design

§ 13.3 Neither the Owner nor the Architect shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, or loss of income

§ 13.4 The Architect shall make design and document changes that result from its errors and omissions at no cost to the Owner

§ 13.5 In the event of any conflict between the Master Agreement and any Service Order, the language of the Service Order shall control.

§ 13.6 By executing this Agreement, Architect verifies that Architect does not boycott Israel or any Israeli-controlled territory, and will not boycott Israel or any Israeli-controlled territory during the term of this Agreement. Pursuant to Texas Government Code, Chapter 2270, as amended, if Architect is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit which has ten (10) or more full-time employees and the value of the contract with Owner is \$100,000 or more, the Architect represents and warrants to the Owner that the Architect does not boycott Israel and will not boycott Israel during the term of this Agreement

§ 13.7 Architect verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Architect misrepresents its inclusion on the list, then such omissions or misrepresentation shall void this Agreement.

§ 13.8 **Electronic Signatures for Agreement.** The Parties agree that this Agreement may be executed by electronic means, including electronic signature, and that such execution shall have the same force and effect as a handwritten signature for all purposes under Texas law. Pursuant to the Texas Uniform Electronic Transactions Act (Tex. Bus. & Com. Code § 322.001 et seq.), each Party consents to the use of electronic records and signatures in connection with this transaction. Delivery of a signed counterpart of this Agreement by email in PDF format or by use of an electronic signature platform (e.g., DocuSign, Adobe Sign, Nitro) shall be effective as delivery of a manually executed counterpart and shall have the same legal effect as original signatures.

ARTICLE 14 SCOPE OF THIS MASTER AGREEMENT

§ 14.1 This Master Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Master Agreement may be amended only by written instrument signed by both the Owner and Architect.

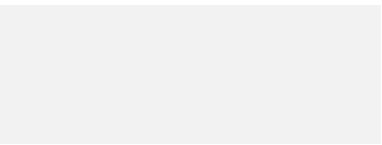
§ 14.2 This Master Agreement is comprised of the following documents identified below:

- .1 AIA Document B121™–2018, Standard Form of Master Agreement Between Owner and Architect as amended by the Owner.
- .2 All Service Orders executed by the parties during the term of this Master Agreement and prepared in the form included as **Exhibit A** to this Master Agreement.
- .3 Exhibits:
(Clearly identify any other exhibits incorporated into this Master Agreement.)
Exhibit A -- Form of AIA Document B221™–2018, Service Order for use with Master Agreement Between Owner and Architect, as amended by the Owner - All Subsequent Service Orders as executed, prepared on the form during the term of this Master Agreement and prepared in the form included as **Exhibit A** to this Master Agreement to be attached and numbered in sequence (A-1, A-2 etc.)
- .4 Other documents: None.
(List other documents, if any, forming part of the Master Agreement.)

This Master Agreement entered into as of the day and year first written above.

IOWA PARK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT	GBA ARCHITECTS, LLC
DRAFT FOR REVIEW ONLY – NOT FOR SIGNATURE	DRAFT FOR REVIEW ONLY – NOT FOR SIGNATURE
(Signature)	(Signature)
Kevin McCasland, Superintendent of Schools	Joseph Ross, AIA
Email: kmccasland@ipcisd.net	Email: jross@gbakerarchitects.com

(Row deleted)



Additions and Deletions Report for AIA® Document B121™ – 2018

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:23:27 on 08/04/2025.

PAGE 1

AGREEMENT made as of the FOURTH (4th) day of AUGUST in the year TWO THOUSAND TWENTY-FIVE (2025)

...

Iowa Park Independent Consolidated School District, a political subdivision and public school district of the State of Texas

328 E. Hwy P.O. Box 898

Iowa Park, Texas 76367

Tel: (940) 582-4193

Fax: (940) 592-2136

...

GBA Architects, LLC, a limited liability company of the State of Texas

4309 Old Jacksboro Hwy, Ste D

Wichita Falls, Texas 76302

Tel. (940) 692-1004

Fax. (940) 696-2243

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4 SCOPE OF ARCHITECT'S BASIC SERVICES

5 OPTIONAL ADDITIONAL SERVICES

5 — **6** OWNER'S RESPONSIBILITIES

7 COST OF THE WORK

6 — **8** COPYRIGHTS AND LICENSES

7 — **9** CLAIMS AND DISPUTES

8 — **10** TERMINATION OR SUSPENSION OF SERVICE AGREEMENTSORDERS

9 — **11** COMPENSATION

10 — **12** MISCELLANEOUS PROVISIONS

11 — **13** SPECIAL TERMS AND CONDITIONS

12 — SCOPE OF THIS MASTER AGREEMENT**14** SCOPE OF THIS MASTER AGREEMENT

Note: Any reference herein, to an AIA™ Document or any AIA Documents included in the Contract Documents shall refer to such document "as modified for this Project". In addition, any reference to AIA Documents shall all be considered to have included the Trademark "™" after the AIA reference, whether or not included in the text. The AIA Documents are registered intellectual property of the American Institute of Architects and the use and amendment of such forms is permitted under license granted to Walsh, Anderson, Trevino Russo & Kyle, P.C. for this Project. No use may be made of this AIA document other than as Contract Documents for this Project.

...

§ 1.1 This Master Agreement shall be effective for ~~one year~~ **three (3) years** after the date first written above ("Date of this Master Agreement"). **of this Master Agreement") and shall be subject to renewal and extension by the Owner each year thereafter, for a period of two (2) additional one-year terms,** unless sooner terminated in accordance with the terms of this Master Agreement. Such renewals may be exercised by the Owner's Representative to the extent such duty is delegated by the Board of Trustees.

§ 1.2 This Master Agreement shall apply to all Service Orders agreed to by the Parties within the term of this Master Agreement until completion of the Service Order. In the event of a conflict between terms and conditions of this Master Agreement and a Service Order, the terms of the Service Order shall take precedence for the services provided pursuant to the Service Order. An agreed upon Service Order together with this Master Agreement form a Service Agreement-Order. A Service Agreement-Order represents the entire and integrated agreement between the parties, and supersedes prior negotiations, representations, or agreements, either written or oral. A Service Agreement-Order may be amended or modified only by a Modification.

§ 1.3 This Master Agreement will renew ~~on an annual basis, on the day and month of the Date of this Master Agreement, unless either party provides notice of their intent not to renew this Master Agreement. Notice must be provided at least 60 days prior to the renewal date, only through approval by the District's Board of Trustees.~~ In the event either party elects not to renew this Master Agreement, the terms of this Master Agreement shall remain applicable until all Service Orders under this Master Agreement are completed or terminated.

PAGE 3

Kevin McCasland, Superintendent
Iowa Park Consolidated Independent School District
328 E. Hwy P.O. Box 898
Iowa Park, Texas 76367
Tel: (940) 582-4193
Fax: (940) 592-2136

...

Joseph Ross, AIA
GBA Architects, LLC
4309 Old Jacksboro Hwy, Ste D
Wichita Falls, Texas 76302
Tel. (940) 692-1004
Fax. (940) 696-2243

...

§ 1.7 The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals, including requiring preparation of any civil, structural, mechanical, or electrical plans, specifications, or opinions of probable cost for construction by a registered professional engineer or a registered architect, whichever is appropriate, and who is licensed to practice in the State of Texas.

...

§ 2.1 The Owner is not required to issue any Service Orders under this Master Agreement. Upon the Owner's determination of a need for design and contract administration services in for a specific Project or group of Projects, the Parties agree to execute an individual AIA Document B221™-2018, Service Order for use with Master Agreement Between Owner and Architect (as amended by the Owner), in the form attached hereto as Exhibit A, incorporating the District's specific requirements for the individual Project ("Service Order"). The District will not be obligated to place any minimum dollar amount of Requirements Work Orders under this Agreement.

...

§ 2.3 The Architect shall perform the services set forth in each agreed upon Service Order, consisting of AIA Document B221-2018, Service Order, or such other document as the Owner and Architect may mutually agree upon. Order. Each Service Order shall state the name, location, and detailed description of the Project; describe the Architect's Services; Services and Scope of Work; state the Architect's compensation; and list the attachments and exhibits incorporated by reference.

§ 2.4 For record keeping purposes and ease of reference, each Service Order will be referred to be sequential numbers and year, and the specific Project Name -- e.g. "Service Order No .XX – 2019/Project Name) and each will be appended to this Agreement and made a part thereof as of the date of their respective executions, as Exhibit A-1, A-2, A-3. The terms of this Agreement shall apply to each Service Order for a Project added to this Agreement, and any reference in this Agreement to the "Project" shall refer generically to the specific Project identified and described in the Service Order which is relevant to the issue at hand.

PAGE 4

§ 3.1 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by competent architects practicing in the same or similar locality under the same or similar circumstances. circumstances and with the same professional license. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the services provided pursuant to a Service Agreement. Order. The Architect shall be responsible to the Owner for all costs and damages resulting from (1) defects in design, (2) non-workability of design details, (3) failure of the Architect to comply with the terms of this Agreement, and (4) errors and omissions of the Architect. Any designs, drawings or specifications prepared or furnished by Architect that contain errors, conflict or omissions will be promptly corrected by Architect at no additional cost to Owner. Owner's approval, acceptance use of or payment for all or any part of Architect's services shall in no way alter Architect's obligations or Owner's rights hereunder.

§ 3.2 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Master Agreement or any Service Agreement. Order.

§ 3.3 The Architect shall maintain the following insurance until termination of this Master Agreement. provide and maintain the following insurance with indemnification limits not less than the amounts indicated below, in effect, during the performance of the Work under this Master Agreement, and any Service Order issued thereunder, until termination of this Master Agreement, unless otherwise modified in a specific Service Order. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 9.4. reimburse the Architect for any additional cost: (Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 — General Liability

.2 — Automobile Liability

.3 — Workers' Compensation

4 — Professional Liability

Worker's Compensation: (Including Waiver of Subrogation Endorsement)	All liability arising out of Architect's employment of workers and anyone for whom Architect shall be liable for Worker's Compensation claims. Worker's Compensation is required and no "alternative" form of insurance shall be permitted.
Employer's Liability	\$1,000,000.00 Each Accident \$1,000,000.00 Disease Policy Limit \$1,000,000.00 Disease Each Employee
Professional Liability:	
Architect	\$2,000,000.00 per claim and \$4,000,000.00 in the aggregate.
Commercial General Liability:	
Each Occurrence	\$2,000,000.00
General Aggregate.....	\$4,000,000.00
Personal and Advertising Injury.....	\$2,000,000.00 each person
Automobile Liability	\$1,000,000.00 combined single limit
Excess Umbrella Liability	\$3,000,000.00

§ 3.4 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of the services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.3.1 The required insurance must be written by a company authorized to do business in Texas at the time the policy is issued. In addition, the company must be acceptable to the Owner. The Owner's Representative will contact the State Board of Insurance to confirm that the issuing companies are authorized to issue such policies in the State of Texas.

§ 3.3.2 The primary Commercial General Liability and Automobile policies, and excess or umbrella policies covering Commercial General Liability and Automobile Liability policies so issued in the name of Architect shall also name the Owner as additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability policies and shall apply to both ongoing and completed operations. Evidence of additional insured status will be provided to Owner by providing a copy of the endorsement being utilized to effect the additional insured, and shall be subject to the Owner's reasonable approval. To the extent an Architect's Consultant is named as an additional insured on any policy held by the Architect, separate coverage shall not be required of the Architect's Consultants.

§ 3.3.3 All insurance required herein shall, by endorsement, be primary and non-contributory insurance with respect to the Owner, its officers, employees, representatives or agents and shall seek no contribution from any insurance available to Owner. All insurance shall be written on an occurrence basis, if available, and shall contain a by endorsement a waiver of subrogation in favor of Owner on all claims arising out of the Project. A copy of such endorsement or endorsements shall be provided to the Owner at the same time as the Insurance Certificates required above.

§ 3.3.4 The Architect shall have its insurance carrier(s) provide satisfactory evidence to the Owner of compliance with the requirements in Section 3.3, at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. Satisfactory evidence shall include (1) Certificate(s) of Insurance in a form satisfactory to the Owner, specifying the types and amounts of

coverage in effect, the expiration dates of each policy, containing a statement that no insurance will be canceled or materially changed while the Work is in progress without thirty (30) calendar days prior written notice to Owner, and a statement that, except for professional liability insurance and worker's compensation insurance, the Owner is named as additional insured; and, (2) all required Endorsements. Architect shall permit Owner to examine the insurance policies, or at Owner's option, Architect shall furnish Owner with copies, certified by the carrier(s), of insurance policies required. If Architect neglects or refuses to provide any insurance required herein, or if any insurance is canceled, Owner may, but shall not be obligated to, procure such insurance at Architect's expense.

§ 3.3.5 Except where specifically subject to reimbursement by the Owner as provided in Section 3.3, the insurance provided pursuant to Section 3.3 shall be considered a part of the Architect's basic services and shall not be a Reimbursable Expense.

§ 3.3.6 Statutory Worker's Compensation Provisions.

.1 Definitions:

.1.1 Certificate of coverage ("Certificate"). A copy of a certificate of insurance, a certificate of authority to self-insure issued by the division, or a coverage agreement (DWC Form-81, DWC Form-82, DWC Form-83, or DWC Form-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on the Project, for the duration of the Project.

.1.2 Duration of the Project. Includes the time from the beginning of the work on the Project until the Architect's work on the Project has been completed and accepted by the Owner.

.1.3 Persons providing services on the Project ("subcontractor" in Texas Labor Code §406.096). Includes all persons or entities performing all or part of the services the Architect has undertaken to perform on the Project, regardless of whether that person contracts directly with the Architect and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a Project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

.2 The Architect shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Architect providing services on the Project, for the duration of the Project.

.3 The Architect must provide a certificate of coverage to the Owner prior to being awarded the contract.

.4 If the coverage period shown on the Architect's current certificate of coverage ends during the duration of the Project, the Architect must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.

.5 The Architect shall obtain from each person providing Services on a Project, and provide to the Owner:

.5.1 a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

.5.2 no later than seven (7) days after receipt by the Architect, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

.6 The Architect shall retain all required certificates of coverage for the duration of the Project and for one (1) year thereafter.

.7 The Architect shall notify the Owner in writing by certified mail or personal delivery, within ten (10) days after the Architect knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

- .8 The Architect shall post on each Project site a notice, in the text, form and manner prescribed by the Texas Department of Insurance, Division of Workers' Compensation, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- .9 The Architect shall contractually require each person with whom it contracts to provide services on a Project, to:
- .9.1 provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
 - .9.2 provide to the Architect, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
 - .9.3 provide the Architect, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
 - .9.4 obtain from each other person with whom it contracts, and provide to the Architect:
 - (a) a certificate of coverage, prior to the other person beginning work on the Project; and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
 - .9.5 retain all required certificates of coverage on file for the duration of the Project and for one (1) year thereafter;
 - .9.6 notify the Owner in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and
 - .9.7 contractually require each person with whom it contracts, to perform as required by Subparagraphs .9.1 - .9.7 with the certificates of coverage to be provided to the person for whom they are providing services.
- .10 By signing this contract or providing or causing to be provided a certificate of coverage, the Architect is representing to the Owner that all employees of the Architect who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Texas Department of Insurance, Division of Self-Insurance Regulation. Providing false or misleading information may subject the Architect to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- .11 The Architect's failure to comply with any of these provisions is a breach of contract by the Architect which entitles the Owner to declare the contract void if the Architect does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner. [Provision required by: 28 TAC Rule §110.110(i)]

§ 3.5 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval. Upon the written request of the Owner, the Architect shall remove from the Project any employee of the Architect to whom the Owner makes a reasonable objection. The Architect shall replace any such employee with an equally qualified employee in a timely manner.

ARTICLE 4 — ADDITIONAL SERVICES

§ 3.6 The Architect shall provide a design which when constructed in accordance with the Contract Documents will comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations orders and other legal requirements including but not limited to all zoning restrictions or requirements of record, building, occupancy, environmental, disabled person accessibility and land use laws, requirements regulations and ordinances relating to

the construction use and occupancy of the Project ("Governmental Requirements") existing on the date of this Agreement and which may be enacted prior to Owner's approval of completed Construction Documents. Architect shall use its best efforts within the applicable standard of care to avoid incorporating into the Project design elements that would give rise to code interpretation questions and to discuss in advance all such situations with the Owner.

§ 3.7 The Architect represents to Owner that all Design Documents, Contract Documents and other documents prepared and issued by Architect pursuant to this Agreement will be of good quality, free from substantial defects, and in conformance with and satisfying all applicable federal, state, municipal and local ordinances, codes, and other governmental requirements and shall be fit for the particular purpose intended thereby. Architect shall notify the Owner in a prompt and timely manner of any discovered discrepancies inconsistencies or missing information necessary to provide reasonably accurate and complete documents. Failure to so notify Owner will be considered a breach of the standard of professional practice set forth in this Agreement.

§ 3.8 Notwithstanding any provision of this Article to the contrary, services made necessary as a result of the Architect's failure to timely provide accurate or complete information, approvals or clarifications, or to timely render a decision, shall be considered Basic Services.

ARTICLE 4 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 4.1 The Architect may provide Additional Services after execution of a Service Order without invalidating the Service Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Article 4 shall entitle the Architect to compensation pursuant to Section 9.3. Architect's Basic Services are described in this Article 4 and include usual and customary structural, mechanical, civil and electrical engineering services, and such other services identified in the individual Service Orders executed in connection with this Master Agreement and made a part hereof.

§ 4.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 4.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of the services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 4.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 4.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 4.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services. Any changes required by governmental authorities, if approved by the Owner, shall be made by the Architect at no additional cost to the Owner.

§ 4.1.6 The Architect shall be responsible for filing documents required for the approval of governmental authorities having jurisdiction over the Project identified in the applicable Service Order, subject to review and approval of the Owner.

§ 4.1.7 When the services under this Agreement or any Service Order under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be AIA Document A201-2017,

as amended by the Owner for the Project, applicable to the individual Service Order. The Architect shall administer the Project identified in the individual Service Orders in accordance with this Master Agreement, the applicable Service Order as amended for the Project identified in the individual Service Order, and with the AIA A201-2017, General Conditions of the Contract for Construction for the Project and/or the AIA A105 or A104 if applicable or any similar general conditions identified in the individual Service Orders, consult with Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner. The Architect shall not be relieved of any obligation to perform in accordance with the standard of care applicable to licensed architects in the State of Texas, regardless of whether or not a specific responsibility or task is included or identified in this Agreement.

§ 4.1.8 Notwithstanding any other provision of the Agreement, the following are Services of the Architect fully compensated under Section 11.1 as Basic Services:

- .1 The time period during which the Architect's duty to provide Basic Services shall include that time necessary to correct any defective work caused by defects, errors or omissions of the Architect during any phase of construction. Such services shall be performed by the Architect at no additional charge, either in fee or expenses.
- .2 The Architect shall be responsible for retaining all necessary consultants to execute Architect's scope of work. Such consultants shall be professionals licensed by the State of Texas to practice the building discipline for which they are retained on the Project. Consultants required by the Architect shall at a minimum be required to make on-site visits and observations during those periods when work they have designed is being constructed.
- .3 The Architect shall require the Contractor and its subcontractors to maintain a set of record drawings to be furnished to the Owner in reproducible form upon Substantial Completion of the Project. The Architect shall cause the Contractor to provide all warranty documents and Owner operation manuals required by the Contract Documents. The Architect shall review the record drawings, warranties, and operation manuals for conformance with the Contract Documents and shall deliver the record drawings, warranties, and operation manuals to the Owner by written transmittal.
- .4 The Architect shall be responsible for reporting all known building deficiencies to the Contractor for a period of one (1) year after the date of Substantial Completion. In addition, the Architect shall monitor the progress of corrections and furnish the Owner with written notification of completed corrections. The one (1) year period shall be extended to portions of the Work first completed after the date of Substantial Completion by the period of time between Substantial Completion and the actual completion of such Work. The obligations under this Section shall survive acceptance of the Work by the Owner.

§ 4.2 Unless otherwise provided in a Service Order, upon recognizing the need to perform the following Additional Services, as they relate to the services provided pursuant to the Service Order, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

~~.9— Evaluation of the qualifications of entities providing bids or proposals; or~~

~~.10— Consultation concerning replacement of Work resulting from fire or other cause during construction.~~

Schematic Design Phase Services

§ 4.2.1 The Architect shall assist the Owner with the provision of the educational program and educational specifications, which shall be approved by the Owner's Board of Trustees, per 19 Texas Administrative Code Section 61.1036. The Architect shall review the program and other specifications furnished by the Owner to ascertain the specific requirements of the Project and shall arrive at a mutual written understanding of such requirements with the Owner. The Architect shall include all components of Owner's program for the Project unless specific agreement to delete a component is received from the Owner. This review, assistance and understanding shall be performed in connection with each Project identified and/or commenced under an individual Service Order executed in connection with the Master Agreement and made a part hereof, unless otherwise provided in the Service Order executed in connection with this Agreement and made a part hereof.

§ 4.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project. The Architect shall visit the Owner's proposed Project site and shall provide the Owner a written report evaluating the feasibility of the Owner's site for the Project based on site conditions and the Owner's program, schedule and budget for the Cost of Work. The Architect's report shall include identification and evaluation of the location, availability, adequacy, capacity and sufficiency of all utilities necessary to service the completed Project and address with the Owner any existing easements or rights of way which may interfere with the Owner's Project.

§ 4.2.3 Based on the Project's requirements agreed upon with the Owner's Representative, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 4.2.4 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 4.2.4.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services as Additional Services.

§ 4.2.4.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 4.2.5 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 7.3.

§ 4.2.6 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval. The Architect shall not proceed to the Design Development Document Phase without the approval of Owner; provided, however, this approval shall not relieve Architect of Architect's responsibility to ultimately provide final construction documents which are sufficient for Owner to complete construction of the Project, and are free from material defects or omissions. Architect shall bear full responsibility for, and all resulting excess costs incurred by Architect in, proceeding without the approval required by this Section 4.2.6.

§ 4.3 Design Development Phase Services

§ 4.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe

the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 4.3.2 The Architect shall update the estimate of the Cost of the Work. This estimate may be based upon current area, volume or similar conceptual estimating techniques. The Architect shall cooperate with the Owner, and if applicable, the Construction Manager at Risk, in developing and designing the Project to satisfy Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. If the estimate of the Cost of the Work exceeds the Owner's budget, and the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential element of the Project. Architect shall present the redesign to Owner for Owner's approval and, in doing so, shall notify Owner of the actions taken to bring the Project into Owner's budget. If the Architect is unable to redesign the Project to meet Owner's budgetary, programmatic and quality needs, then the Architect (in cooperation the Construction Manager at Risk, if applicable) shall make appropriate written recommendations to the Owner to adjust the Project's size, quality or budget. Owner shall consider the Architect's recommendations, but shall decide, in its discretion, what adjustments to make and the Owner shall cooperate with the Architect in making such adjustments.

§ 4.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval. The Architect shall not proceed to the Construction Documents Phase without the approval of Owner; provided, however, this approval shall not relieve Architect of Architect's responsibility to ultimately provide final construction documents which are sufficient for Owner to complete construction of the Project, and are free from material defects or omissions. Architect shall bear full responsibility for, and all resulting excess costs incurred by Architect in, proceeding without the approval required by this Section 4.3.3.

§ 4.4 Construction Documents Phase Services

§ 4.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of all Drawings and Specifications, submittals, transmittals, deliverables, instructions to Contractor, and other documents including those in electronic form, prepared by the Architect, and the Architect's consultants which set forth in detail the requirements for construction of the Project. The Construction Documents shall reflect all agreements between Owner and Architect concerning the Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs and usable life of equipment and facilities. The Construction Documents shall also reflect the Owner's program and educational specifications and the State educational adequacy standards in 19 TAC Section 61.1036. The Architect shall provide Construction Documents which are sufficient for the Owner to complete construction of the Project, are free from material defects or omission, and comply with all applicable laws, ordinances, codes, rules and regulations, as of the effective date of the issuance of the Construction Documents. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with the requirements of this Section 4.4.1.

§ 4.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 4.4.3 During the development of the Construction Documents, the Architect, in consultation with the Owner's attorney, shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). In consultation with the Owner, the Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include proposal requirements and sample forms.

§ 4.4.4 The Architect shall update the estimate for the Cost of the Work. If the estimate of the Cost of the Work exceeds the Owner's budget, and the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential element of the Project. Architect shall present the redesign to Owner for Owner's approval and, in doing so, shall notify Owner of the actions taken to bring the Project into Owner's budget. If the Architect is unable to redesign the Project to meet Owner's budgetary, programmatic and quality needs, then the Architect (in cooperation the Construction Manager at Risk, if applicable) shall make appropriate written recommendations to the Owner to adjust the Project's size, quality or budget. Owner shall consider the Architect's recommendations, but shall decide, in its discretion, what adjustments to make and the Owner shall cooperate with the Architect in making such adjustments.

§ 4.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 7.5, and request the Owner's approval; provided however, this approval shall not relieve Architect of Architect responsibility to provide documents which are sufficient for Owner to complete the construction of the Project. Architect shall bear full responsibility for and all resulting excess costs incurred by Architect in proceeding without Board approval

§ 4.4.6 After Owner's approval of the Construction Documents, the Architect shall not make or approve any change in the Work, except for minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time, without the prior written consent of the Owner. The Architect shall be liable to the Owner for any damages arising from or caused by any change to the Work made or approved by the Architect without the Owner's prior written consent.

§ 4.4.7 Pursuant to 19 Texas Administrative Code § 61.1036, the Architect shall sign and seal the Construction Documents and certify on the Certification of Project Completion form developed by the Texas Education Agency as follows:

- .1 It has reviewed the standards contained in 19 TAC Chapter 61 and has used sound professional judgment and reasonable care consistent with the practice of architecture in the State of Texas in executing the construction documents and that these documents conform with the provisions of 19 TAC § 61.1036.
- .2 It has performed a building code search under applicable regulations that may influence the project and the design has been researched prior to becoming final.
- .3 It has designed the facility according to the provisions of 19 TAC § 61.1036 based on the long-range school facility plan and/or education specifications, building code specifications, and all documented changes to the Construction Documents provided by the District.

§ 4.4.8 As a condition to the Project being considered Substantially Complete, the Architect shall obtain the certification of the Contractor on the Certification of Project Compliance form that the facility has been constructed in general accordance with the Construction Documents set out in Section 4.4.7 above.

§ 4.5 Bidding or Proposal Phase Services

§ 4.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 4.5.2 Competitive Bidding

§ 4.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 4.5.2.2 If requested by Owner, the Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and

- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 4.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 4.5.3 Negotiated Proposals

§ 4.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 4.5.3.2 If requested by Owner, the Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 4.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 4.6 Construction Phase Services

§ 4.6.1 General

§ 4.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, as amended by the Owner for the Project and provided to the Architect concurrent with the execution of this Agreement.. If the Owner and Contractor modify AIA Document A201™–2017, other than the modifications provided at the time of this Agreement, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 4.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. Notwithstanding the foregoing, the Architect shall be responsible for providing at no additional cost to the Owner architectural services made necessary by major defects or deficiencies in the Contractor’s work which the Architect should have reasonably discovered in providing services within its standard of care.

§ 4.6.1.3 Jobsite Safety. Neither the professional activities of the Architect, nor the presence of the Architect, or its employees and consultants at a construction/project site, shall relieve any Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Architect and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Owner agrees that the Contractor shall be solely responsible for jobsite safety, and agrees that this intent shall be carried out in the Owner’s contract with the Contractor.

§ 4.6.1.4 Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment

§ 4.6.2 Evaluations Of The Work

§ 4.6.2.1 The Architect or its authorized representative, as a representative of the Owner, shall visit the site at least twice per month (or more often when deemed necessary by the Owner’s representative or when necessary to protect the Owner’s interests), and at other intervals appropriate to the stage of the Contractor’s operations: (1) to observe the progress, quality and quality of the work completed, to reject any observed non-conforming Work; (2) to become

familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed; (3) to determine in general if the work is being performed in a manner indicating that the Work, when fully completed will be in accordance with the Contract Documents; and, (5) to document progress of the Work, in written and photographic form. A minimum of two jobsite meetings per month from commencement of construction through Final Completion will be initiated by the Architect. Attendees shall include the Owner, the Contractor's project manager or superintendent, the Architect's project representative and the Architect. The Architect or his authorized representative will provide on-site observations prior to and during all concrete pours that contribute to the structural integrity of the building, including all pours of concrete piers, footings, grade beams, floor slabs and concrete superstructure components, if applicable. Architect or its representative shall also provide on-site observations prior to covering up or closing up of portions of the construction that, if covered, would conceal problems with the structural integrity of the Project. On the basis of its on-site observations, the Architect shall keep the Owner and the Owner's Contractor informed of the progress and quality of the Work, through the Architect's field reports and shall promptly notify the Owner and Contractor regarding a perceived defect or nonconforming Work which shall be followed by a written notice and recommended corrective action. Notwithstanding the foregoing, the Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are the Contractor's rights and responsibilities under the Contract Documents

§ 4.6.2.2 The Architect shall reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall recommend to the Owner, additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work. The Architect shall promptly notify the Owner and Contractor of any observed fault or defect in the Project or non-conformance with the Contract Documents upon discovery, and shall notify the Owner of all corrective action taken or recommended.

§ 4.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 4.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 4.6.3 Certificates For Payment To Contractor

§ 4.6.3.1 The Architect shall observe the progress of the Work, evaluate, review and certify the amounts due the Contractor and shall sign and issue Certificates for Payment in such amounts if such amounts are valid, correct and deemed due and owing, in the Architect's professional opinion, within seven (7) days of its receipt of Contractor's properly submitted application for payment. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, in the Architect's professional opinion, and to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the amounts shown in the application are valid and correct. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect in writing to the Owner.

ARTICLE 5 — OWNER'S RESPONSIBILITIES

§ 4.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 4.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 4.6.4 Submittals

§ 4.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 4.6.4.2 In accordance with the Architect-approved, Contractor's submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents and applicable laws, statutes, codes, regulations, ordinances and requirements applicable the Architect's design.. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. If it is determined that any submittal does not comply with the requirements of the Contract Documents, then the Architect shall notify the District representative so that the Contractor may be brought in to compliance. The Architect shall promptly report in writing to the Contractor and Owner any errors, inconsistencies and omissions discovered by the Architect in the Shop Drawings, Product Data and Samples. The Architect is not authorized to approve changes involving major systems such as HVAC, roof, foundation, outward appearance, color schemes, floor plans, building materials or mechanical equipment without Owner's prior written consent.

§ 4.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 4.6.4.4 Subject to the limitations in Section 4.6, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 4.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 4.6.5 Changes In The Work

§ 4.6.5.1 With notice and approval of the Owner's representative, the Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.6, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract

Documents as Basic Services. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified as Basic Services compensated under Section 11.1.

§ 4.6.5.2 The Architect shall review and evaluate Contractor proposals for Work to be performed under a Change Order, counter-proposals by the Contractor, if any, in connection with a Construction Change Directive and Contractor proposals related to funds to be expended from any Contingency or Allowance, to confirm that the form of the proposal and information satisfies the requirements of the Contract Documents and, if the Architect finds the proposal in compliance with the Contract Documents, the price as proposed to be fair and reasonable, it shall prepare the formal Change Order for the Owner's approval and execution. If the Architect shall not be satisfied that the form of the proposal and information satisfies the requirements of the Contract Documents or that the price as proposed is not a fair and reasonable price for such work, the proposal shall be returned to the Contractor with a request for revision and instructions as to what is required to correct the deficiencies in the proposal. Upon receipt of the revised proposal, the Architect shall again evaluate the proposal in accordance with this Paragraph.

§ 4.6.5.3 The Architect shall maintain records relative to changes in the Work, including, Change Orders, Construction Change Directives and Changes Requested to be paid from any Contingency or Allowance.

§ 4.6.5.4 The Architect shall prepare a set of reproducible record drawings in PDF form at, or such other electronic format as agreed by the parties, showing significant changes made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

§ 4.6.6 Project Completion

§ 4.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents. Neither the form of final Certificate for Payment nor the Certificate of Final Completion shall release the Contractor, Construction Manager at Risk (if applicable) or any subcontractor for any liability in connection with the Construction.

§ 4.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 4.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 4.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 4.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 5 OPTIONAL ADDITIONAL SERVICES.

§ 5.1 The Owner shall provide information in a timely manner regarding requirements for and limitations of each Service Order. Optional Additional Services that can be provided for a Project after execution of a Service Order without invalidating the Service Order and following written approval by the Owner, include those designated in the table below as "Additional Services. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 5.1 shall entitle the Architect to compensation pursuant to Article 11 and/or as may be more particularly specified in any Service Order.

Basic and Optional Additional Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 5.1.1 Programming	Architect – Basic Service

<u>Basic and Optional Additional Services</u>	<u>Responsibility</u> <i>(Architect, Owner, or not provided)</i>
§ 5.1.2 Multiple preliminary designs	Architect – Basic Service
§ 5.1.3 Measured drawings	Optional Additional Services
§ 5.1.4 Existing facilities surveys	Owner
§ 5.1.5 Site evaluation and planning	Architect – Basic Service
§ 5.1.6 Building Information Modeling	Architect – Basic Services
§ 5.1.7 Civil engineering	Architect – Basic Services
§ 5.1.8 Landscape design	Architect – Additional Services
§ 5.1.9 Architectural interior design	Architect – Basic Services
§ 5.1.10 Value analysis	Optional Additional Services
§ 5.1.11 Detailed cost estimating	Optional Additional Services
§ 5.1.12 On-site project representation	Full Time On-Site Representation - Optional Additional Services
§ 5.1.13 Conformed documents for construction	Optional Additional Services
§ 5.1.14 As-designed record drawings	Architect – Basic Services
§ 5.1.15 As-constructed record drawings	Architect – Basic Services
§ 5.1.16 Architect’s coordination of the Owner’s consultants	Architect – Basic Services
§ 5.1.17 Telecommunications/data design	Architect – Basic Services
§ 5.1.18 Security evaluation and planning	Optional Additional Services
§ 5.1.19 Commissioning	Optional Additional Services
§ 5.1.21 Sustainable Project Services	Optional Additional Services
§ 5.1.22 Multiple bid packages	Architect – Basic Services
§ 5.1.23 Historic preservation	Optional Additional Services
§ 5.1.24 Furniture Selection, Specification Bid Eval. and Punchlist	Architect – Basic Services
§ 5.1.25 Surveys	Architect – Reimbursable Expense
§ 5.1.26 Geotechnical Reports	Architect – Reimbursable Expense

§ 5.2 The Owner shall render decisions and approve the Architect’s submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect’s services.

§ 5.2. If deemed necessary in the Architect’s professional judgment, in connection with the Project, or upon specific request of the Owner in connection with a Project, the Architect shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All information on the survey shall be referenced to a Project benchmark. The Architect shall be reimbursed by Owner for the actual cost of such services with markup as provided in Section 11.2.

§ 5.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect’s request, the Owner shall furnish copies of the scope of consulting services in the contracts between the Owner and the Owner’s consultants. The Owner shall furnish the services of consultants as designated in an individual Service Order, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Service Order. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided. If deemed necessary in the Architect’s professional judgment, in connection with the Project, or upon specific request of the Owner in connection with a Project, the Architect shall

furnish services of geotechnical engineers as required for the Project which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations. The Architect shall be reimbursed by Owner for the actual cost of such services with markup as provided in Section 11.7

§ 5.4 The Owner shall furnish all legal, insurance, and accounting services, including auditing services, that may be reasonably necessary at any time to meet the Owner's needs and interests under a Service Agreement. Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. All services under the terms of this Agreement which would otherwise be constructed as Additional Services will be treated as Basic Services compensated under Section 11.1 for which no additional compensation is authorized, unless such services are requested in writing by the Architect and approved in writing by the Owner prior to the time such services are performed. In the absence of a prior written agreement, the Owner shall have no obligation to pay for any Additional Services claimed to have been performed.

5.4.1 Unless otherwise provided in a Service Order, upon recognizing the need to perform the following Additional Services, as they relate to the services provided pursuant to the Service Order, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a material change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method after Construction Documents are complete, except when said changes are due to Architect's or Architect's consultant's negligent errors or omissions;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Construction Documents necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner [Refer to Paragraph 11.6 for compensation method on Alternate Bids];
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals; or
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 5.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the services or work related to a Service Agreement, including errors, omissions or inconsistencies in the Architect's Instruments of Service. Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Up to two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 It is agreed that the Architect shall visit the site over the duration of the Project during construction and observe the Work at appropriate stages of construction and attend construction meetings as required herein.
- .3 Up to one (1) inspection for any phase of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Up to one (1) inspection for any phase of the Work to determine Final Completion

Accurate, detailed and segregated invoicing must be provided by the Architect for all Construction Phase Services exceeding the limits in this Section 5.5, in order to facilitate back-charging Contractor for such Additional Services.

§ 5.6 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 — COPYRIGHTS AND LICENSES

ARTICLE 6 OWNER'S RESPONSIBILITIES

§ 6.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use in relation to a Service Agreement. Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations of each Service Order, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 6.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with a Service Agreement is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 6.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under the Service Agreement, including prompt payment of all sums when due pursuant to Articles 8 and 9. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Master Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 10.9, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates a Service Agreement for cause as provided in Section 8.4, the license granted in this Section 6.3, and related to the terminated Service Agreement, shall terminate. Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 6.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 6.3.1. The terms of this Section 6.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 8.4.

§ 6.4 Except for the licenses granted in this Article 6, no other license or right shall be deemed granted or implied under this Master Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants. The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of consulting services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants as designated in an individual Service Order, or authorize the Architect to furnish them as an Additional Service or as a

Reimbursable Expense, when the Architect requests such services and demonstrates that in the Architect's professional judgement, they are reasonably required by the scope of the Service Order. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 6.5 Except as otherwise stated in Section 6.3, the provisions of this Article 6 shall survive the termination of this Master Agreement. Unless otherwise provided in this Agreement or a Service Order, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

ARTICLE 7 — CLAIMS AND DISPUTES

§ 7.1 General

§ 7.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to any Service Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Master Agreement and within the period specified by applicable law, but in any case not more than 10 years after the completion of the services provided pursuant to a specific Service Agreement, whichever is sooner. Completion of the services pursuant to a specific Service Agreement shall be the date of Substantial Completion of construction related to the services performed pursuant to the Service Agreement or, where there is no construction work related to a Service Agreement, the date the Architect completes its services under the Service Agreement. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 7.1.1.

§ 7.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201™ 2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 7.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to a Service Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of a Service Agreement, except as specifically provided in Section 8.6.

§ 7.2 Mediation

§ 7.2.1 Any claim, dispute or other matter in question arising out of or related to a Service Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 7.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Master Agreement. A request for mediation shall be made in writing, delivered to the other party to this Master Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 7.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 7.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 7.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 7.3 of this Master Agreement

☐ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 7.3 Arbitration

§ 7.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Master Agreement, any claim, dispute or other matter in question arising out of or related to a Service Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Master Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Master Agreement, and filed with the person or entity administering the arbitration.

§ 7.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 6.6 Unless otherwise provided in this Agreement or a Service Order, the Owner shall furnish all legal, insurance, and accounting services, including auditing services, that may be reasonably necessary at any time to meet the Owner's needs and interests under a Service Order.

§ 7.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Master Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 7.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 7.3.4 Consolidation or Joinder

§ 6.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the services or work related to a Service Order, including errors, omissions or inconsistencies in the Architect's Instruments of Service. Architect acknowledges that it is the leader of the design team and is responsible for the design of the Project. Therefore the Owner shall be entitled to rely on the Construction Documents, services and information furnished by the Architect. This section shall not relieve the Architect of any responsibility or liability for performance of Architect's contractual services on the Project.

§ 7.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Master Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 7.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

~~§ 7.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 7.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Master Agreement.~~

§ 6.8 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 6.9 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 6.10 The Architect and the Owner shall at all times have access to the Work wherever it is in preparation or progress.

ARTICLE 7 COST OF THE WORK

§ 7.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner or to the extent the Project represented by the Service Order is not completed, the estimated costs to the Owner, to construct all elements of the Project represented by the Service Order, designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work (as defined by the Service Order) or other costs that are the responsibility of the Owner.

§ 7.2 The Owner's budget for the Cost of the Work will be defined in the specific Service Order, and may be adjusted throughout the Project as required. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 7.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project or redesign elements to achieve cost savings within the Scope of the Work, (but in doing so, shall not delete any essential element of the Project); and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 5.

§ 7.4 The provisions of this Article 7 shall survive the termination of a Service Agreement. If the Bidding or Proposal Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work may be adjusted, if necessary, to reflect changes in the general level of prices in the applicable construction market.

ARTICLE 8 — TERMINATION OR SUSPENSION OF SERVICE AGREEMENTS

§ 7.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 7.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide proposal, the Owner, in its sole discretion, shall

- .1 give written approval of an increase in the budget for the Cost of the Work;

- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 10.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 7.7 If the Owner chooses to proceed under Section 7.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 7.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 7.

ARTICLE 8 COPYRIGHTS AND LICENSES

§ 8.1 If the Owner fails to make payments to the Architect in accordance with a Service Agreement, such failure shall be considered substantial nonperformance and cause for termination of the Service Agreement or, at the Architect's option, cause for suspension of performance of services under the Service Agreement for which the Owner failed to make payment. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted. The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use in relation to a Service Order. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 8.2 If the services under a Service Agreement have been suspended by the Owner, the Architect shall be compensated for services performed prior to notice of such suspension. When the services under the Service Agreement are resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with a Service Order is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 8.3 If the Owner suspends the services under a Service Agreement for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate the Service Agreement by giving not less than seven days' written notice.

Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use, retain copies and reproduce the Architect's and Architect's Consultant's Instruments of Service solely and exclusively for purposes of completing, constructing, using, maintaining, altering and adding to the Projects defined by the individual Service Orders under this Agreement, Service Order. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Master Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant between the Parties, solely and exclusively for use in performing services or construction for the Projects defined by the individual Service Orders under this Agreement. The payment of any fees for professional services performed under this Agreement shall constitute full payment for a one-time, perpetual license fee for those uses of the Architect's and the Architect's consultants' Instruments of Service, for all documents produced pursuant to this Agreement and in existence as of the date of any such payment. Service Order Service Order

§ 8.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by Texas law and the state Constitution, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of

defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 8.3.1.

§ 8.4 Either party may terminate a Service Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of the Service Agreement, through no fault of the party initiating the termination. Termination of a Service Agreement under this Section 8.4 shall not be deemed a termination of other Service Agreements under this Master Agreement. Except for the licenses granted in this Article 8, no other license or right shall be deemed granted or implied under this Master Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services for the Projects defined by the individual Service Orders under this Agreement.

§ 8.5 The Owner may terminate a Service Agreement, upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause. ~~[Intentionally Deleted.]~~

§ 8.6 In the event of termination of a Service Agreement not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements. ~~The provisions of this Article 8 shall survive the termination of this Master Agreement.~~

§ 8.7 In addition to any amounts paid under Section 8.6, if the Owner terminates a Service Agreement for its convenience pursuant to Section 8.5, or the Architect terminates a Service Agreement pursuant to Section 8.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 — Termination Fee:

.2 — Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

§ 8.8 Except as otherwise expressly provided herein, a Service Agreement shall terminate one year from the date of Substantial Completion.

§ 8.9 The Owner's rights to use the Architect's Instruments of Service in the event of termination of a Service Agreement are set forth in Article 6 and Section 9.5 of this Master Agreement.

ARTICLE 9 — COMPENSATION

§ 9.1 The Owner shall compensate the Architect for the services described in a Service Order pursuant to the Service Order and as set forth in this Article 9.

§ 9.2 Except as otherwise set forth in a Service Order, the hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

ARTICLE 9 CLAIMS AND DISPUTES

§ 9.1 General

§ 9.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to any Service Order, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Master Agreement and within the period specified by applicable law, but in any case not more than 10 years after the Substantial Completion of the services provided pursuant to a specific Service Order. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 9.1.1.

§ 9.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201™-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 9.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to a Service Order. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of a Service Order, except as specifically provided in any Service Order.

§ 9.2 Mediation

§ 9.2.1 Any claim, dispute or other matter in question arising out of or related to a Service Order shall be subject to mediation as a condition precedent to the initiation of litigation.

§ 9.2.2 Unless the parties mutually agree otherwise, mediation shall be administered in accordance with the following:

- .1** Request for mediation shall be in writing, and shall request that the mediation commence not less than thirty (30) or more than ninety (90) days following the date of the request, except upon agreement of both parties.
- .2** In the event the Owner and the Architect are unable to agree to a date for the mediation or to the identity of the mediator or mediators within thirty (30) days following the date of the request for mediation, all conditions precedent in this article shall be deemed to have occurred.
- .3** At all times during the course of any dispute resolution process, the Architect shall continue diligently and without delay to perform the services and obligations of the Agreement.

§ 9.2.3 The parties shall share the mediator's fee equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 9.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 7.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 7.3 of this Master Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 9.3 Arbitration [Paragraph 9.3 and All Sub-Paragraphs Intentionally Deleted]

ARTICLE 10 TERMINATION OR SUSPENSION OF SERVICE ORDERS

Employee or Category

Rate (\$0.00)

§ 9.3 Except as otherwise set forth in a Service Order, the Owner shall compensate the Architect for Additional Services designated in Article 4 as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 9.4 Compensation for Reimbursable Expenses

§ 9.4.1 Reimbursable Expenses are in addition to compensation for the Architect's professional services and include expenses incurred by the Architect and the Architect's consultants directly related to a Service Agreement, as follows:

- ~~.1 Transportation and authorized out-of-town travel and subsistence;~~
- ~~.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~
- ~~.3 Permitting and other fees required by authorities having jurisdiction over the Project;~~
- ~~.4 Printing, reproductions, plots, and standard form documents;~~
- ~~.5 Postage, handling, and delivery;~~
- ~~.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~
- ~~.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;~~
- ~~.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultant's expense of professional liability insurance dedicated exclusively to the Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect or the Architect's consultants, and disclosed by the Architect in writing prior to execution of this Master Agreement or a related Service Agreement;~~
- ~~.9 All taxes levied on professional services and on reimbursable expenses;~~
- ~~.10 Site office expenses; and~~
- ~~.11 Other similar Project-related expenditures.~~

§ 9.4.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus — percent (— %) of the expenses incurred.

§ 9.4.3 Reimbursable Expenses will be allocated to each Service Agreement.

§ 9.5 Payments to the Architect

§ 9.5.1 Progress Payments

§ 9.5.1.1 Unless otherwise agreed, payments for services provided pursuant to a Service Agreement shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid (—) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

—%

§ 9.5.1.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding. In any event, the Owner shall not withhold payments to the Architect pertaining to a Service Agreement to offset amounts in dispute under a separate Service Agreement.

§ 9.5.1.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 10 — MISCELLANEOUS PROVISIONS

§ 10.1 Each Service Agreement shall be governed by the law of the place where the Project described in the Service Order is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 7.3. If the Owner fails to make payments to the Architect in accordance with a Service Order through no fault of the Architect, such failure shall be

considered substantial nonperformance and cause for termination of the Service Order or, at the Architect's option, cause for suspension of performance of services under the Service Order for which the Owner failed to make payment if not cured by the Owner within seven (7) days following notice of any past-due payment. If the Architect elects to suspend services, the Architect shall give seven (7) days' written notice to the Owner prior to suspending services.

§ 10.2 Notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission. This Agreement may be terminated by Owner if Architect engages in conduct that would constitute a violation of state or federal criminal law, including but not limited to, the laws prohibiting certain gifts to public servants, or engages in conduct that would constitute a violation of the Owner's ethics or conflict of interest policies.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to each Service Agreement. Neither the Owner nor the Architect shall assign a Service Agreement without the written consent of the other, except that the Owner may assign a Service Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under the Service Agreement, including any payments due to the Architect by the Owner prior to the assignment. If the Owner suspends the services under a Service Order for more than ninety (90) consecutive days for reasons other than the fault of the Architect, the Architect may terminate the Service Order by giving not fewer than seven (7) days' written notice. Should the Architect elect to so terminate a Service Order, the Architect shall be compensated for services actually performed and expenses actually incurred under the Service Order prior to notice of such termination

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with the Service Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of the Service Agreement. Either party may terminate a Service Order upon not fewer than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of the Service Order, through no fault of the party initiating the termination. Termination of a Service Order under this Section 10.4 shall not be deemed a termination of other Service Orders under this Master Agreement.

§ 10.5 Unless otherwise required in a Service Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. The Owner may terminate a Service Order, upon not less than seven (7) days' written notice to the Architect for the Owner's convenience and without cause.

§ 10.6 The Architect shall have the right to include photographic or artistic representations of the design of the Projects for which services are performed among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Projects to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Projects. This Section 10.6 shall survive the termination of a Service Agreement unless the Owner terminates a Service Agreement for cause pursuant to Section 8.4. In the event of termination of a Service Order not the fault of the Architect, the Architect shall be compensated for services properly and actually performed and expenses actually incurred under the Service Order prior to notice of such termination, together with Reimbursable Expenses actually incurred prior to notice of termination. .

§ 10.7 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party may disclose such information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The Party receiving such information may also disclose it to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.7. [Paragraph Deleted.]

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Owner's rights to use the Architect's Instruments of Service in the event of termination of a Service Order are set forth in Article 8 and Section 11.8 of this Master Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 The Owner shall compensate the Architect for the services described in a Service Order pursuant to the Service Order and as set forth in this Article 11. The Compensation in each Service Order will be determined on a project-by-project basis with Compensation for Basic Services for each Project based on the following formulas, with the final amount established in the Service Order based on the project parameters:

.1 For New Construction, the compensation shall be ten percent (10%) of Construction Cost at the time of Bidding as defined herein.

.2 For any Renovations, the compensation shall be twelve percent (12%) of Construction Cost at the time of Bidding as defined herein.

§ 11.2 Optional Additional Services. Except as below for furniture selection, specification, bid and punch list assistance, the Architect will be compensated for Optional Additional Services as set out in the individual Service Orders, based on the hourly billing rates for services of the Architect and the Architect's consultants as set forth in the Fixed Rate Schedule below:

Architect	\$185/hour
Designer	\$125/hour
Drafter	\$95.00/hour
Clerical Office Admin.	\$65/hour

§ 11.3 Except as otherwise set forth in a Service Order, the Owner shall compensate the Architect for Additional Services that may arise during the course of a Project at the hourly billing rates for services of the Architect and the Architect's consultants as set forth in the Fixed Rate Schedule set out in 11.2, above.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	fifteen	percent (	15	%)
Design Development Phase	twenty-five	percent (	25	%)
Construction Documents Phase	thirty-five	percent (	35	%)
Proposal Phase	three	percent (	3	%)
Construction Phase	twenty	percent (	20	%)
Close-Out	two	percent (	2	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 10.9 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 10.9.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 10.10 For each Service Agreement, terms not defined in this Master Agreement or in the Service Order shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

ARTICLE 11 — SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Master Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 12 — SCOPE OF THIS MASTER AGREEMENT

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or best value proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed, whether or not the Construction Phase is commenced.

§ 11.7 Compensation for Reimbursable Expenses

§ 11.7.1 Reimbursable Expenses will be allocated to each Service Order. Reimbursable Expenses are in addition to compensation for the Architect's professional services and include expenses incurred by the Architect and the Architect's consultants directly related to a Service Order, as follows:

- .1 [Paragraph Deleted].
- .2 [Paragraph Deleted].
- .3 [Paragraph Deleted].
- .4 Printing, reproductions, plots, and standard form documents; and
- .5 [Paragraph Deleted].
- .6 [Paragraph Deleted].
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner .
- .8 [Paragraph Deleted].
- .9 [Paragraph Deleted].
- .10 [Paragraph Deleted].
- .11 [Paragraph Deleted].

§ 11.7.2 For Reimbursable Expenses as described in Section 11.4.1, the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus one percent (1 %) of the expenses incurred.

§ 11.7.3 Other Reimbursable Expenses. For the following Reimbursable Expenses the compensation shall be as follows:

- .1 For Surveys described in Section 5.1.25, Architect's Actual Cost plus ten (10%) percent of the Cost.
- .2 For Geotechnical Reports described in Section 5.1.26, Architect's Actual Cost plus ten (10%) percent of the Cost

§ 11.8 Compensation For Use Of Architect's Instruments Of Service

If the Owner terminates the Architect for its convenience under Section 9.5 or for cause, or the Architect terminates this Agreement under Section 9.3, the Owner shall have the right to continued use of the Architect's and Architect's Consultants' Instruments of Service and to make derivative Works thereof, solely for purposes of completing, using and maintaining the Project without regard to whether such termination shall subsequently be adjudicated to have been wrongful, or whether such termination is for the convenience of the Owner. In the event the Owner shall make derivative works of the Architect's or the Architect's consultants' Instruments of Service pursuant to this Section, neither the Architect nor its consultants shall bear liability for errors or omissions appearing in such derivative works.

§ 11.9 Payments to the Architect

§ 11.9.1 Progress Payments

§ 11.9.1.1 Unless otherwise agreed, payments for services and reimbursement for Reimbursable Expenses provided pursuant to a Service Order shall be made monthly in proportion to services performed and expenses incurred during the previous month. Payments are due and payable upon the Owner's receipt of the Architect's invoice. Amounts unpaid thirty (30) days after the Owner's receipt of the invoice shall bear interest at the rate provided in the Texas Prompt Payment Act, Texas Government Code , Chapter 2251.

§ 11.9.1.2 For projects compensated on a percentage of the Cost of the Work or lump sum fee basis, the Architect will prepare and submit for the Owner's approval a Monthly Basic Services Fee Billing Schedule based on the provisions of this Agreement.

§ 11.9.1.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts by a court of competent jurisdiction.

§ 11.9.1.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 MISCELLANEOUS PROVISIONS

§ 12.1 This Master Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Master Agreement may be amended only by written instrument signed by both the Owner and Architect. Each Service Order shall be governed by the laws of the State of Texas. Venue for a dispute arising under any Service Order shall lie in either Wichita County. No provision of this Agreement is a waiver of any immunity or defense. No provision of this Agreement is consent to suit.

§ 12.2 This Master Agreement is comprised of the following documents identified below: Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction

§ 12.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Master Agreement and each Service Order issued thereunder. Neither the Owner nor the Architect shall assign this Master Agreement or any Service Order without the written consent of the other, except that the Owner may assign a Service Order to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under the Service Order, including any payments due to the Architect by the Owner prior to the assignment.

§ 12.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with the Service Order, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of the Service Order.

§ 12.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect

§ 12.6 Unless otherwise required in this Master Agreement or a Service Order, the Architect shall have no responsibility for the handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. The Architect and the Architect's consultants shall have no responsibility to initially discover the presence of such hazardous materials on the Project site, but shall have a duty to immediately report to the Owner the existence of such materials if actually known by the Architect or the Architect's consultants to be present on the Project site.

§ 10.7 With prior written consent of the Owner, the Architect shall have the right to include photographic or artistic representations of the design of the Projects for which services are performed among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Projects to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Projects. This Section 10.6 shall survive the termination of a Service Order unless the Owner terminates a Service Order for cause pursuant to Section 8.4.

§ 12.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party may disclose such information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. Owner herein designates the following as confidential information: security measures; pending real estate purchases, exchange, lease, or value; any information pertaining to litigation; student likenesses and student record information; employee information; and any other information deemed confidential by law. .

§ 12.9 To the extent permitted by applicable law, in any adjudication or claim under this Agreement, reasonable and necessary attorney's fees that are equitable and just may be awarded to the prevailing party.

§ 12.10 By signing this Agreement, the undersigned certifies as follows: 'Under Section 231.006, TEXAS FAMILY CODE, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

§ 12.11 Pursuant to TEXAS EDUCATION CODE section 44.034, Architect must give advance written notice to the Owner if the Architect or an owner or operator of the Architect has been convicted of a felony. The Owner may terminate this Agreement if the Owner determines that the Architect failed to give such notice or misrepresented the conduct resulting in the conviction. This paragraph requiring advance notice does not apply to a publicly-held corporation

§12.12 Architect shall keep all accounting and construction records on the Project for a period of at least twelve years after Final Completion of the Project, and thereafter shall offer the records to the Owner in writing, in order for Owner to comply with its records retention requirements, per the Texas Government Code section 441.158 *et seq.* and the Texas Library and Archives Commission's Local Schedule GR (Government Records). In the alternative, Architect may provide such records to Owner for retention at any time if Owner agrees in writing to accept such records in lieu of Architect's retention under this Section.

§12.13 Any notice required by or permitted under this Agreement must be in writing unless otherwise provided herein. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

§12.14 If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom.

§12.15 The Owner shall have the right to examine, copy, and/or audit the books and other records of the Architect relating solely to this Agreement upon reasonable request to the Architect.

§ 12.16 Criminal History Records Checks.

§ 12.16.1 Before beginning any work on a Project which is the subject of a Service Order, the Architect may be required, if applicable, to comply with the provisions of Texas Education Code section 22.08341, including obtaining Criminal History Record Information ("CHRI"), through the Fingerprint-Based Applicant Clearinghouse of Texas ("FACT Clearinghouse") for all of the Architect's Covered Employees as defined by the statute.

§ 12.16.2 Covered Employees generally include all employees of Architect, as well as employees of the Architect's subconsultants and independent contractors, who will have ongoing work duties to be performed under this contract

and a substantial opportunity for verbal or physical interaction with students, and the person will not be supervised by a certified educator or other professional district employee during such opportunities.

§ 10.16.3 If a Project which is the subject of a Service Order, will involve a set of circumstances which will require compliance with Texas Education Code section 22.08341, the Architect agrees to obtain the CHRI on its Covered Employees, provide the required certifications and otherwise, fully and promptly comply with all requirements of the statute, at its sole expense.. The Architect is encouraged to consult its own counsel with regard to whether compliance is required in connection with a specific Service Order and shall consult with the Owner, prior to entering into any Service Order regarding compliance.

ARTICLE 13 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Master Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

§ 13.1 Purchase Order. If the Owner issues a purchase order related to the Architect's services, it is understood and agreed that such purchase order is for the Owner's internal accounting purposes only and shall not modify, add to, or delete any of the terms and conditions of this Agreement. When a purchase order is issued, it is understood and agreed that the Architect shall indicate the purchase order number on the invoices sent to the Owner

§ 13.2 LEED. The LEED Green-Building Rating System and similar environmental guidelines are subject to interpretation, and achieving levels of compliance involves all parties and includes the Owners use, operation and maintenance of the completed project and the Contractors' performance during construction. The Architect does not warrant that the Project will achieve LEED certification or guarantee a certain level of energy savings but is required to use reasonable care consistent with its professional standard of care projects involving LEED design

§ 13.3 Neither the Owner nor the Architect shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, or loss of income

§ 13.4 The Architect shall make design and document changes that result from its errors and omissions at no cost to the Owner

§ 13.5 In the event of any conflict between the Master Agreement and any Service Order, the language of the Service Order shall control.

§ 13.6 By executing this Agreement, Architect verifies that Architect does not boycott Israel or any Israeli-controlled territory, and will not boycott Israel or any Israeli-controlled territory during the term of this Agreement. Pursuant to Texas Government Code, Chapter 2270, as amended, if Architect is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit which has ten (10) or more full-time employees and the value of the contract with Owner is \$100,000 or more, the Architect represents and warrants to the Owner that the Architect does not boycott Israel and will not boycott Israel during the term of this Agreement

§ 13.7 Architect verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Architect misrepresents its inclusion on the list, then such omissions or misrepresentation shall void this Agreement.

§ 13.8 Electronic Signatures for Agreement. The Parties agree that this Agreement may be executed by electronic means, including electronic signature, and that such execution shall have the same force and effect as a handwritten signature for all purposes under Texas law. Pursuant to the Texas Uniform Electronic Transactions Act (Tex. Bus. & Com. Code § 322.001 et seq.), each Party consents to the use of electronic records and signatures in connection with this transaction. Delivery of a signed counterpart of this Agreement by email in PDF format or by use of an electronic signature platform (e.g., DocuSign, Adobe Sign, Nitro) shall be effective as delivery of a manually executed counterpart and shall have the same legal effect as original signatures.

ARTICLE 14 SCOPE OF THIS MASTER AGREEMENT

§ 14.1 This Master Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Master Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 14.2 This Master Agreement is comprised of the following documents identified below:

- .1 AIA Document B121™–2018, Standard Form of Master Agreement Between Owner and Architect as amended by the Owner.
- .2 ~~Building Information Modeling Exhibit, if completed:~~ All Service Orders executed by the parties during the term of this Master Agreement and prepared in the form included as **Exhibit A** to this Master Agreement.

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Exhibit A -- Form of AIA Document B221™–2018, Service Order for use with Master Agreement Between Owner and Architect, as amended by the Owner - All Subsequent Service Orders as executed, prepared on the form during the term of this Master Agreement and prepared in the form included as **Exhibit A** to this Master Agreement to be attached and numbered in sequence (A-1, A-2 etc.)

- .4 Other documents: None.

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IOWA PARK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT	GBA ARCHITECTS, LLC
<u>DRAFT FOR REVIEW ONLY – NOT FOR SIGNATURE</u>	<u>DRAFT FOR REVIEW ONLY – NOT FOR SIGNATURE</u>
OWNER -(Signature)	ARCHITECT -(Signature)
Kevin McCasland, Superintendent of Schools	Joseph Ross, AIA
Email: kmccasland@ipcisd.net	Email: jross@gbakerarchitects.com
(Printed name and title)	(Printed name, title, and license number, if required)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Kelley Kalchthaler, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:23:27 on 08/04/2025 under Order No. 20250116623 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B121™ – 2018, Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

12. Consider Possible Board Approval of Renewal of Membership in Walsh Gallegos' Retainer Program.	532

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13. Consider Possible Board Approval of the 2024-2025 Amended Budget
14. Consider Possible Board Approval of the 2025-2026 Budget
15. Consider Possible Board Approval of the 2025-2026 Tax Rate 534

**IOWA PARK CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT**

Serena Criswell, Tax A/C
Iowa Park CISD & City
P.O. Box 428
Iowa Park, TX 76367
Phone (940) 592-5082
Fax (940) 592-4621
E-mail: scriwell@ipcisd.net

August 25, 2025

Resolution Setting Tax Rate

Trustees of the Board:

I hereby present for formal consideration and approval, per Section 26.05 of the Texas Property Tax Code, the 2025 Iowa Park Consolidated Independent School District Property Tax Rate as follows:

\$0.7552/\$100 for the purpose of maintenance and operations, and

\$0.2548/\$100 for the purpose of payment of principal and interest on debt service

Total Tax Rate \$1.0100/\$100

Serena Criswell, RTA
Serena Criswell, RTA
Tax Assessor/Collector

Required Motion:

I move a property tax rate of \$1.01/\$100 in value be adopted as the 2025 District Tax Rate as follows:

\$0.7552/\$100 for the purpose of maintenance and operations, and

\$0.2548/\$100 for the purpose of payment of principal & interest on debt service

Total Tax Rate \$1.0100/\$100

And that such taxes are to be assessed and collected by the tax officials designated by the District.

The motion was made by _____, seconded by _____ that the 2025 Tax Rate be adopted as presented.

In certification there of:

Shawn Price, President of the Board _____

Keli McCord, Secretary of the Board _____

C. Superintendent's Report	
1. Enrollment Report	

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2025-2026 IPCISD ENROLLMENT REPORT

Grade	8/24/2025	8/22/2025	9/23/2024	10/23/2024	11/1/2024	12/1/2024	1/1/2025	2/1/2025	3/1/2025	4/1/2025	5/1/2025
12	145	114		114							
11	144	150		149							
10	134	150		148							
9	138	137		138							
	561	551	0	549	0	0	0	0	0	0	0
8	162	139		137							
7	147	160		156							
6	159	137		137							
	468	436	0	430	0	0	0	0	0	0	0
5	143	159		160							
4	154	143		143							
3	147	149		149							
	444	451	0	452	0	0	0	0	0	0	0
2	157	136		135							
1	149	147		147							
KG	138	140		141							
PK	58	45		46							
EE	7	8		8							
	509	476	0	477	0	0	0	0	0	0	0
Total	1982	1914	0	1908	0	0	0	0	0	0	0

- D. Closed Meeting
- E. Reconvene to open meeting
 - 1. Take action if necessary on any item discussed in closed meeting.
- F. Adjournment