Notice of Regular Meeting
Board of Trustees
Monday, July 27, 2026

A Regular Meeting of the Board of Trustees will be held on Monday, July 27, 2026, beginning at 6:00 PM, in the Clyde Auxiliary Building, 2515 South Access Road West, Clyde, Texas 79510.

The subjects to be discussed or considered or upon which any formal action may be taken are listed below. Items do not have to be taken in the same order as shown on this meeting notice. For more information about public comment, see Policy BED. Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

2. Consideration and Possible Action to Approve Clyde CISD Meal Prices for 2026-2027 301
3. Consideration and Possible Action to Endorse a Candidate for the TASB Board of Directors Representing Region 14 304
4. Consideration and Possible Action to Approve a Good Cause Exception to Texas Education Code Ch 37.0814 310
5. Consideration and Possible Action to Approve TASB Policy Services Update 127 312

TASB POLICY UPDATE 127 INCLUDES ADDITIONS, DELETIONS, OR REVISIONS TO THE FOLLOWING LOCAL POLICIES:

BJCF(LOCAL): SUPERINTENDENT - NONRENEWAL
CAA(LOCAL): FISCAL MANAGEMENT GOALS AND OBJECTIVES - FINANCIAL ETHICS
DC(LOCAL): EMPLOYMENT PRACTICES
DH(LOCAL): EMPLOYEE STANDARDS OF CONDUCT
DP(LOCAL): PERSONNEL POSITIONS
DPA(LOCAL): PERSONNEL POSITIONS - PRINCIPALS
DPB(LOCAL): PERSONNEL POSITIONS - OTHER PERSONNEL POSITIONS
EHBB(LOCAL): SPECIAL PROGRAMS - GIFTED AND TALENTED STUDENTS
EHBG(LOCAL): SPECIAL PROGRAMS - PREKINDERGARTEN
FFF(LOCAL): STUDENT WELFARE - STUDENT SAFETY

6. Consideration and Possible Action to Amend Local Policies to Align with the Clyde CISD District of Innovation Plan 344

Policies with Proposed Amendments include:
EEP(LOCAL) INSTRUCTIONAL ARRANGEMENTS - LESSON PLANS
EIA(LOCAL) ACADEMIC ACHIEVEMENT - GRADING/PROGRESS REPORTS TO PARENTS
EFB(LOCAL) INSTRUCTIONAL RESOURCES - LIBRARY MATERIALS
DGBA(LOCAL) PERSONNEL-MANAGEMENT RELATIONS - EMPLOYEE COMPLAINTS AND GRIEVANCES
FNG(LOCAL) STUDENT RIGHTS AND RESPONSIBILITIES - STUDENT AND PARENT COMPLAINTS AND GRIEVANCES
GF(LOCAL) PUBLIC COMPLAINTS

7. Consideration and Possible Action to Approve a Proposal for Property, Casualty, and Liability Coverage for the 2026-2027 School Year
8. Consideration and Possible Action on Ordering a General Election of the Board of Trustees for Place 1, Currently Held By Mr. Greg Welch, and Place 2, Currently Held By Mr. Jay Louder. 374
9. Consideration and Possible Action to Approve WRA Architects for Future Construction and/or Bond Projects
10. Consideration and Possible Action to Approve Construction Manager-Agent as the Delivery Method for Future Construction and/or Bond Projects
11. Consideration and Possible Action to Approve Cumming-Gallagher Construction Company to Serve as the Construction Manager-Agent for Future Construction and/or Bond Projects

9. **CLOSED SESSION**

1. Pursuant to Texas Government Code Section 551.071, Consultation with Legal Counsel Regarding Legal and Procedural Matters Concerning a District Employee's Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, Dismissal, or Leave of Absence
2. Pursuant to Texas Government Code Section 551.071, Consultation with Legal Counsel Regarding Other Legal and Procedural Matters

3. Pursuant to Texas Government Code Section 551.074, Deliberation of Other Personnel Matters, including the Appointment, Employment, Reassignment, Duties, Discipline, or Leave of Absence of a District Employee
4. Pursuant to Texas Government Code Section 551.072, Deliberation Regarding Real Property
5. Pursuant to Texas Government Code Section 551.076, Deliberation of School Safety and Security Measures and Security Personnel

10. **OPEN SESSION:** Act Upon Items as Discussed in Closed Session (as needed)
    1. Consideration and Possible Action to Ratify Professional Employment Offers
    2. Consideration and Possible Action to Approve Updates to the Clyde CISD Safety and Security Program, as Discussed in Closed Session
11. **BOARD REQUESTS**
12. **ADJOURNMENT**

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551, Subchapters D and E or Texas Government Code section 418.183(f). Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting. [See TASB Policy BEC(LEGAL)]

On Thursday, July 16, 2026, at 4:00pm, a copy of this agenda was posted on the bulletin board at the entrance of the Clyde CISD Administration Building, 526 Shalimar Drive, Clyde, TX 79510, and posted to the District's internet website.

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Bryan W. Allen, Superintendent (For the Board of Trustees)

Board Operating Procedures for Public Comment

Speaker Signup

Individuals who wish to provide public comment or testimony to the Board at the designated time during a Board meeting must sign up in advance of the Board meeting by email (contact@clydeisd.org) or in-person at the Clyde CISD Administration Offices. Signup will open 72-hours prior to the posted Board meeting and close at 3:00pm on the day of the meeting. When an individual signs up, the individual must sign up using the form provided by the district. The individual must also indicate whether the comment pertains to an item on the Board agenda and, if so, which item or items. An individual who will be accompanied by a translator must notify the District at the time of signup.

If an agenda item is continued or posted again for a meeting on a later date, individuals who wish to address the Board on the item must sign up separately for that later date.

Topic of Public Comment

At meetings other than regular Board meetings, public comments are limited to items on the posted meeting notice and agenda. At regular meetings, comments on other topics may be allowed as time permits. Public comments should be limited to topics relevant to District business.

Time for Public Comment

Generally, the Board will conduct public comment at the beginning of its Board meetings.

However, in the interest of time and the orderly conduct of public business, the Board reserves the right to:

- Increase or decrease the per-speaker time limit to address the Board.
- Move comment on non-agenda topics to the end of the meeting.
- Take items in a different order than shown on the meeting notice.
- Proceed first with agenda items for which no speakers have registered to provide comment.
- Recommend that comments involving the performance of individual District employees or officers be made through the grievance policy.
- Require that comments involving personally identifiable student information be made through the grievance policy.
- Continue a meeting or an agenda item to another day in order to allow adequate time for public comment.
- Make other reasonable adjustments to the timing of public comment in accordance with law.

The Board delegates to its presiding officer the authority to make reasonable adjustments to the timing and conduct of public comment in accordance with law. [See BDAA]

The presiding officer will announce these adjustments in an open meeting.

Per-Speaker Time Limit

A speaker will be given up to five (5) minutes to address the Board. If, however, the total number of speakers seeking to address the Board at a meeting exceeds five (5) the per-speaker time limit may be reduced. In no event will a speaker be given less than one minute to address the Board. A speaker who wishes to address multiple agenda items may be given one (1) additional minute as additional time to address the Board.

Written Comments to the Board

In lieu of or in addition to speaking at an open meeting, a member of the public may also submit written comments to the Board regarding District business as follows:

Written comments to the Board may be submitted to the superintendent, either via email, USPS mail or in-person, before the public comment deadline.

Written submissions to the Board are subject to public disclosure in accordance with the law.

Public Comment Signup Sheet

Public comment at regular Board meetings will be conducted in accordance with BED(LOCAL) and the Board's procedures on public comment.

At meetings other than regular Board meetings, public comments are limited to items on the posted meeting notice and agenda. At regular meetings, comments on other topics may be allowed as time permits. Public comments should be limited to topics relevant to District business.

In lieu of or in addition to speaking at an open meeting, a member of the public may also submit written comments to the Board regarding District business as follows:

Written comments to the Board may be submitted to the superintendent, either via email, USPS mail or in-person, before the public comment deadline. Anonymous submissions will not be addressed.

The following guidelines apply to public comment:

1. Individuals must sign up in advance by email (contact@clydeisd.org) or in-person at the Clyde CISD Administration Offices. Signup will open 72 hours prior to the posted Board meeting time and close at 3:00pm on the day of the Board meeting. When an individual signs up, the individual must sign up using the form provided by the district. The individual must also indicate whether the comment pertains to an item on the Board agenda and, if so, which item or items. An individual who will be accompanied by a translator must notify the District at the time of signup.
2. If an agenda item is continued or posted again for a meeting on a later date, individuals who wish to address the Board on the item must sign up separately for that later date.
3. The period reserved for public comment at a Board meeting will generally occur at the beginning of the meeting. However, in the interest of time and the orderly conduct of public business, the presiding officer may make adjustments in accordance with the Board's adopted procedures on public comment.
4. A speaker will be given up to five (5) minutes to address the Board. If, however, the total number of speakers seeking to address the Board at a meeting exceeds five (5), the per-speaker time limit may be reduced. In no event will a speaker be given less than one minute to address the Board. A speaker who wishes to address multiple agenda items may be given more time to address the Board in accordance with the Board's adopted procedures.
5. Under the Texas Open Meetings Act, the Board is not permitted to discuss or act upon any issues that are not posted on the agenda for the meeting.
6. The Board has adopted complaint policies that are designed to secure, at the lowest possible administrative level, a prompt and equitable resolution of complaints and concerns for employees, students or their parents, and the general public. [See DGBA, FNG, and GF] Each of these processes provides that, if a resolution cannot be achieved administratively, the person may appeal the administrative decision to the Board as a properly posted agenda item. For further information on those policies, please contact the superintendent's office at (325) 893-4222. If the subject of a speaker's comment involves a pending grievance, the speaker should seek resolution

through the grievance process and address the Board only at the appropriate stage of that process.

7. Under the Texas Open Meetings Act, the Board may exercise its authority to discuss certain subject matters on the agenda in closed session, including matters involving individual District staff members and individual students. If a speaker's comment concerns one of these subjects, the speaker should address the concern through the District's complaint policies.
8. Rules of order and decorum will be enforced during the public comment period to ensure efficient meetings. Unlawful or disruptive conduct, including interrupting scheduled speakers, speaking out of turn, or interfering with the rights of others, will not be tolerated. Each participant is legally responsible for the content and consequences of his or her own statements.

Please provide the information requested below if you wish to address the Board during the public comment period:

Name: ______________________________

Telephone or other contact information: ______________________________

Will you be accompanied by a translator?

☐ Yes (if known, please provide the name of the translator: ____________________)

☐ No

Does the topic or topics on which you wish to address the Board appear on the current agenda?

☐ Yes

☐ No

If Yes, please indicate the topic or topics on the agenda about which you wish to address the Board:

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If No, please list any topics on which you would like to comment that are not on the agenda for the meeting:

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CLYDE CONSOLIDATED INDEPENDENT SCHOOL DISTRICT MONTHLY INVESTMENT PORTFOLIO
AS OF JUNE 30, 2026

	CD AMOUNT	CASH BALANCE 5/31/2026	NET CHANGES	CASH BALANCE 6302026	INTEREST INCOME & ACCRUED	MATURITY DATE	AVG MONTHLY INTEREST RATE
GENERAL OPERATING FUND							
Cash - First Financial Checking		$4,268,301.76	-$476,209.41	$3,792,092.35	$9,466.50		3.13%
TOTAL		**$4,268,301.76**		**$3,792,092.35**			
INTEREST & SINKING FUND							
Cash - First Financial Checking		$344,924.37	9,696.69	354,621.06	$901.44		3.13%
Texas-Range Investment Pool		$2.44	$0.01	$2.45	$0.01		3.64%
TOTAL		**$344,926.81**		**354,623.51**			
TEXAS-RANGE INVESTMENT POOL							
Texas-Range Daily - General Operating		$1,097,433.04	$3,280.47	$1,100,713.51	$3,280.47		3.64%
TOTAL		**$1,097,433.04**		**1,100,713.51**			
TEXSTAR							
General Fund		$2,097,009.24	$6,242.06	$2,103,251.30	$6,242.06		3.62%
Interest & Sinking		$911,810.52	$2,714.12	$914,524.64	$2,714.12		3.62%
TOTAL		**$3,008,819.76**		**$3,017,775.94**			
LOGIC							
General Fund		$521,043.79	$1,607.32	$522,651.11	$1,607.32		3.75%
Interest & Sinking		$260,521.85	$803.68	$261,325.53	$803.68		3.75%
TOTAL		**$781,565.64**		**$783,976.64**			
EDUCATION FOUNDATION							
Cash - First Financial Checking		$23,884.44	$511.97	$24,396.41	$4.97		0.25%
FIRST FINANCIAL BANK CD	$50,954.04	$50,954.04	0.00	$50,954.04	$285.55	08/18/2026	1.70%
First Bank Texas		$1,419.36	$0.00	$1,419.36			
Raymond James CD	$25,000.00	$25,021.00	-$12.25	$25,008.75	312.67*	3/12/2027*	4.15%
Raymond James CD	$10,000.00	$9,982.80	-$41.20	$9,941.60	10.55*	3/20/2028*	3.85%
Cash & Cash Alternative				$274.93			
*Interest will be paid at maturity							
TOTAL		**$111,261.64**		**$111,995.09**			
	CD's		Net Change		Interest		
	$85,954.04	**$9,612,308.65**	**-$451,406.54**	**$9,161,177.04**	**$25,306.12**		
TOTAL CASH & INVESTMENTS	**$9,161,177.04**						

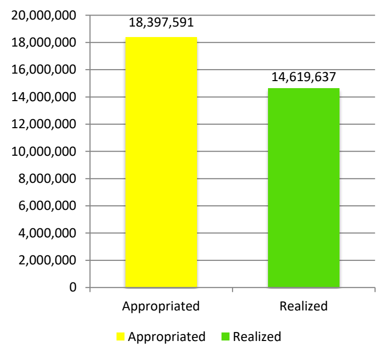
This report is in compliance with the investment strategies as established in the District's investment policy and the reporting requirements as mandated by the Public Funds Investment Act (Chapter 2256) as amended.

Rhonda Neal
CFO

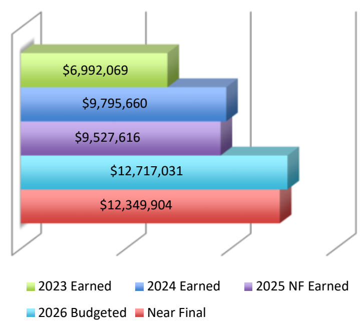
Bryan Allen
Superintendent

CLYDE CISD FINANCE AT A GLANCE - June 2026

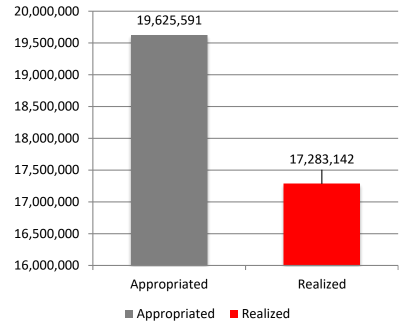
Realized Revenues



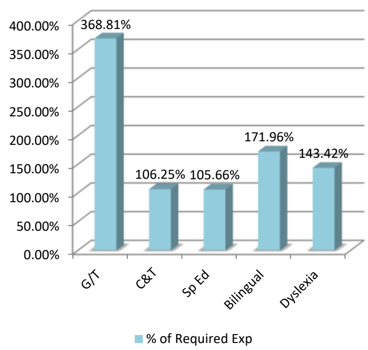
State Revenue Comparison



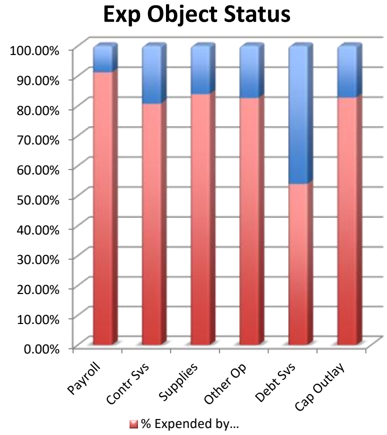
Realized Expenditures



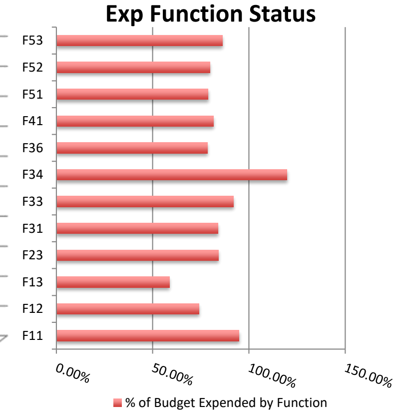
Mandated Progam Expenditures



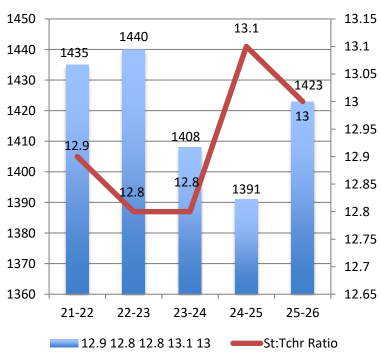
Exp Object Status



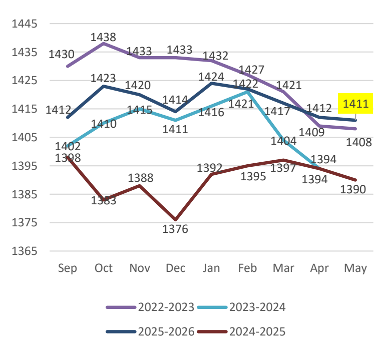
Exp Function Status



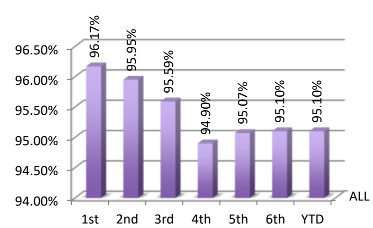
Enrollment & Student:Teacher Ratio Trends



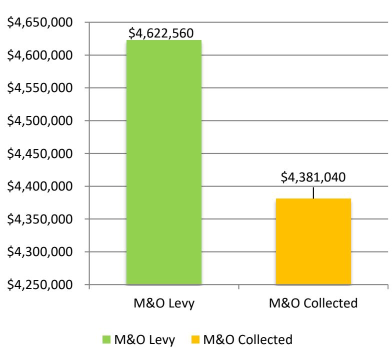
Enrollment Comparison by Month



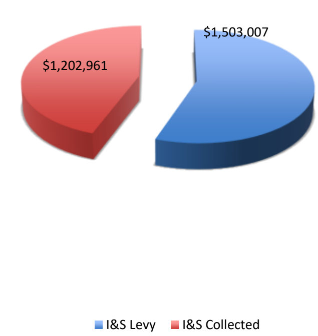
Attendance Rate by 6 Weeks



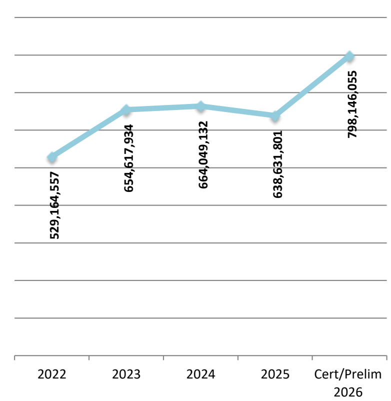
Tax Collections Vs Levy-M&O



Tax Collections Vs Levy-I&S



Property Value Trends



JULY 27, 2026 BOARD MEETING
2025-2026 TAX COLLECTIONS
6/30/2026

MAINTENANCE & OPERATIONS

	LEVY	MONTHLY ACTIVITY	PRIOR YTD ACTIVITY	YEAR-TO-DATE ACTIVITY	BALANCE DUE	YEAR-TO-DATE PERCENTAGE COLLECTED
CURRENT TAXES	$ 4,345,271.24	$ 30,286.84	$ 4,190,100.25	$ 4,220,387.09	$ 124,884.15	97%
DELINQUENT TAXES	$ 269,876.40	$ 2,327.62	$ 111,894.17	$ 114,221.79	$ 155,654.61	42%
PENALTY & INTEREST		$ 5,430.56	$ 41,000.61	$ 46,431.17		
GRAND TOTAL	$ 4,615,147.64	$ 38,045.02	$ 4,342,995.03	$ 4,381,040.05	$ 234,107.59	

INTEREST & SINKING

	LEVY	MONTHLY ACTIVITY	PRIOR YTD ACTIVITY	YEAR-TO-DATE ACTIVITY	BALANCE DUE	YEAR-TO-DATE PERCENTAGE COLLECTED
CURRENT TAXES	$ 1,407,478.74	$ 9,810.21	$ 1,145,898.58	$ 1,155,708.79	$ 251,769.95	82%
DELINQUENT TAXES	$ 93,079.31	$ 787.36	$ 34,959.79	$ 35,747.15	$ 57,332.16	38%
PENALTY & INTEREST		$ 1,772.74	$ 9,731.87	$ 11,504.61		
GRAND TOTAL	$ 1,500,558.05	$ 12,370.31	$ 1,190,590.24	$ 1,202,960.55	$ 297,597.50	

2022-2023 Utilities Report

PAYEE	SEPT	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APRIL	MAY	JUNE	JULY	AUG.	TOTAL
ATMOS GAS	$703.50	$1,280.08	$1,914.83	$9,591.15	$12,564.62	$14,961.65	$6,077.86	$2,531.43	$1,481.43	$902.18	$692.51	$712.69	$53,413.93
WATER	$11,293.71	$10,223.71	$10,688.71	$9,005.71	$8,811.46	$9,488.71	$9,176.96	$9,516.96	$9,860.74	$8,370.24	$7,886.74	$11,556.49	$115,880.14
ELECTRIC	$28,485.14	$25,535.85	$22,111.41	$24,042.85	$20,288.03	$22,456.51	$20,020.90	$21,154.93	$19,939.64	$18,830.05	$20,290.33	$24,391.27	$267,546.91
TOTAL	$40,482.35	$37,039.64	$34,714.95	$42,639.71	$41,664.11	$46,906.87	$35,275.72	$33,203.32	$31,281.81	$28,102.47	$28,869.58	$36,660.45	$436,840.98

2023-2024 Utilities Report

PAYEE	SEPT	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APRIL	MAY	JUNE	JULY	AUG.	TOTAL
ATMOS GAS	$941.52	$2,565.85	$5,332.05	$10,191.63	$21,779.74	$13,069.46	$7,292.91	$4,392.67	$1,351.01	$1,737.54	$915.42	$915.45	$70,485.25
WATER	$10,633.57	$10,235.07	$10,291.57	$8,850.07	$8,264.57	$9,230.82	$8,657.57	$9,438.82	$9,473.29	$7,751.45	$8,088.23	$7,482.00	$108,397.03
ELECTRIC	$30,330.02	$31,405.73	$26,523.55	$22,343.22	$20,096.35	$20,991.35	$19,901.02	$21,374.89	$21,117.42	$21,272.17	$19,668.46	$22,792.47	$277,816.65
TOTAL	$41,905.11	$44,206.65	$42,147.17	$41,384.92	$50,140.66	$43,291.63	$35,851.50	$35,206.38	$31,941.72	$30,761.16	$28,672.11	$31,189.92	$456,698.93

2024-2025 Utilities Report

PAYEE	SEPT	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APRIL	MAY	JUNE	JULY	AUG.	TOTAL
ATMOS GAS	$1,193.15	$1,403.22	$2,732.53	$7,327.18	$19,391.23	$14,549.84	$7,467.65	$3,309.21	$1,858.85	$1,149.01	$1,177.90	$1,162.66	$62,722.43
WATER	$12,572.62	$10,847.37	$10,402.09	$9,645.41	$8,766.04	$12,024.39	$11,385.20	$10,077.72	$9,830.01	$8,550.65	$7,996.87	$8,583.36	$120,681.73
ELECTRIC	$30,410.71	$28,701.60	$25,333.23	$24,394.02	$23,213.78	$22,955.22	$19,483.54	$25,165.12	$22,071.06	$22,189.66	$21,317.69	$24,192.38	$289,428.01
TOTAL	$44,176.48	$40,952.19	$38,467.85	$41,366.61	$51,371.05	$49,529.45	$38,336.39	$38,552.05	$33,759.92	$31,889.32	$30,492.46	$33,938.40	$472,832.17

2025-2026 Utilities Report

PAYEE	SEPT	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APRIL	MAY	JUNE	JULY	AUG.	TOTAL
ATMOS GAS	$1,193.95	$1,380.35	$3,145.89	$9,395.92	$10,388.73	$18,276.19	$5,246.94	$2,369.37	$1,886.73	$1,174.55			$54,458.62
WATER	$10,275.79	$11,093.33	$11,009.85	$9,846.70	$9,426.19	$10,651.10	$9,311.72	$9,311.72	$9,962.25	$10,119.90			$101,008.55
ELECTRIC	$30,711.06	$29,069.02	$25,074.80	$4,558.40	$22,411.16	$20,654.87	$23,604.48	$17,337.81	$18,151.37	$23,131.28			$214,704.25
TOTAL	$42,180.80	$41,542.70	$39,230.54	$23,801.02	$42,226.08	$49,582.16	$38,163.14	$29,018.90	$30,000.35	$34,425.73			$370,171.42

Board Report
Recap Comparison of Revenue to Budget
CLYDE CISD
As of June

		EstimatedRevenue (Budget)	Revenue Realized Current	Revenue Realized To Date	Revenue Balance	Percent Realized
199 / 6	GENERAL OPERATING	18,397,591.28	-1,334,308.40	-14,816,001.15	3,581,590.13	80.53%
240 / 6	SPECIAL REVENUE	900,922.00	-39,661.18	-743,107.89	157,814.11	82.48%
599 / 6	DEBT SERVICE FUND	1,549,209.00	-8,757.04	-1,741,540.61	-192,331.61	112.41%
	Total 5000 Revenues	**20,847,722.28**	**-1,382,726.62**	**-17,300,649.65**	**3,547,072.63**	**82.99%**
	Total 7000 Revenues	**.00**	**.00**	**.00**	**.00**	**.00%**
	Total Revenues	**20,847,722.28**	**-1,382,726.62**	**-17,300,649.65**	**3,547,072.63**	**82.99%**

		Budget	Encumbrance YTD	Expenditure YTD	Current Expenditure	Balance	Percent Expended
199 / 6	GENERAL OPERATING	-19,625,591.28	763,604.20	17,283,142.41	1,136,244.09	-1,578,844.67	88.06%
240 / 6	SPECIAL REVENUE	-910,922.00	24,553.40	729,599.39	42,628.62	-156,769.21	80.09%
599 / 6	DEBT SERVICE FUND	-1,494,676.00	.00	1,201,987.50	550.00	-292,688.50	80.42%
	Total 6000 Expenditures	**-22,031,189.28**	**788,157.60**	**19,214,729.30**	**1,179,422.71**	**-2,028,302.38**	**87.22%**
	Total 8000 Expenditures	**.00**	**.00**	**.00**	**.00**	**.00**	**.00%**
	Total Expenditures	**-22,031,189.28**	**788,157.60**	**19,214,729.30**	**1,179,422.71**	**-2,028,302.38**	**87.22%**

End of Report

Fnc-Obj.So-Org-Prog	Date	Receipt Nbr	Cust Nbr	Cust Name	Description	Debits (+)	Credits (-)
00-5749.01-000-600000	06-01-2026	007169			STAFF REIMBURSEMENT	.00	-125.97
00-5749.01-000-600000	06-01-2026	007169			LIBRARY BOOK	.00	-14.00
00-5749.01-000-600000	06-01-2026	007169			BUS SEAT REPAIR	.00	-105.00
00-5749.01-000-600000	06-01-2026	007169			CHROMEBOOK FEES	.00	-422.00
Totals for Net Receipt 007169 - MISC REVENUE						**.00**	**-666.97**
00-5749.01-000-600000	06-03-2026	007185			TURF SALES	.00	-1,600.00
00-5749.01-000-600000	06-03-2026	007185			TURF SALES	.00	-8,800.00
Totals for Net Receipt 007185 - TURF SALES						**.00**	**-10,400.00**
00-5711.00-000-600000	06-08-2026	007201			TAXES MAY 2026	.00	-8,875.83
00-5712.00-000-600000	06-08-2026	007201			TAXES MAY 2026	.00	-2,484.98
00-5719.00-000-600000	06-08-2026	007201			TAXES MAY 2026	.00	-1,916.22
Totals for Net Receipt 007201 - TAXES MAY 2026						**.00**	**-13,277.03**
00-5749.01-000-600000	06-08-2026	007202			TURF SALES	.00	-2,000.00
00-5749.01-000-600000	06-10-2026	007203			TURF SALES	.00	-1,600.00
00-5749.01-000-600000	06-03-2026	007204			TURF SALES	.00	-1,600.00
00-5749.01-000-600000	06-03-2026	007205			TURF SALES	.00	-8,800.00
00-5749.01-000-600000	06-08-2026	007206			CHROMEBOOK LOST CHARGER	.00	-25.00
00-5749.01-000-600000	06-04-2026	007209			DRIVERS ED FEES	.00	-125.00
00-5749.01-000-600000	06-11-2026	007211			DRIVERS ED FEES	.00	-50.00
00-5749.01-000-600000	06-22-2026	007215			STAFF REIMBURSEMENTS	.00	-153.97
00-5749.01-000-600000	06-22-2026	007215			FERGUSON REIMBURSEMENT	.00	-3,203.72
Totals for Net Receipt 007215 - REIMBURSEMENTS						**.00**	**-3,357.69**
00-5811.00-000-600000	06-25-2026	007245			FSP-AVAIL SCHL FD-PER CAPITA	.00	-54,655.00
00-5812.00-000-600000	06-25-2026	007246			FSP FOUNDATION	.00	-1,151,666.00
00-5742.30-000-600000	06-30-2026	007255			INTEREST JUNE 26	.00	-9,466.50
00-1110.00-000-600000				Gross Cash Receipts		1,257,689.19	.00
00-1110.00-000-600000				**Net Cash Receipts**		**1,257,689.19**	

Fund: 199 / 6 GENERAL OPERATING

Fnc-Obj.So-Org-Prog	Date	Receipt Nbr	Cust Nbr	Cust Name	Description	Debits (+)	Credits (-)
00-5742.30-000-600000	06-30-2026	007259			TEXSTAR INTEREST JUNE 26	.00	-6,242.06
00-1120.05-000-600000				Gross Cash Receipts		6,242.06	.00
00-1120.05-000-600000				**Net Cash Receipts**		**6,242.06**	
00-5742.30-000-600000	06-30-2026	007261			LOGIC INTEREST JUNE 26	.00	-1,607.32
00-1120.10-000-600000				Gross Cash Receipts		1,607.32	.00
00-1120.10-000-600000				**Net Cash Receipts**		**1,607.32**	
00-5742.30-000-600000	06-30-2026	007257			INTEREST RAYMOND JAMES	.00	-3,280.47
00-1120.99-000-600000				Gross Cash Receipts		3,280.47	.00
00-1120.99-000-600000				**Net Cash Receipts**		**3,280.47**	
Totals for Fund 199 / 6						**1,268,819.04**	**-1,268,819.04**

Fnc-Obj.So-Org-Prog	Date	Receipt Nbr	Cust Nbr	Cust Name	Description	Debits (+)	Credits (-)
00-5749.00-000-600000	06-01-2026	007167			CAFE REIMBURSEMENT	.00	-56.25
00-5751.00-000-600000	06-04-2026	007210			SCHOOLCAFE/CYBERSOFT	.00	-60.00
00-5922.00-000-600000	06-03-2026	007237			NATIONAL SCHOOL LUNCH NSLP	.00	-29,676.61
00-5921.00-000-600000	06-03-2026	007238			SCHOOL BREAKFAST PROGRAM	.00	-9,481.72
00-5922.00-000-600000	06-22-2026	007247			DEPT OF AGRICULTURE	.00	-282.80
00-5922.00-000-600000	06-22-2026	007248			DEPT OF AGRICULTURE	.00	-103.80
00-1110.00-000-600000					Gross Cash Receipts	39,661.18	.00
00-1110.00-000-600000					**Net Cash Receipts**	**39,661.18**	
Totals for Fund 240 / 6						**39,661.18**	**-39,661.18**

Fnc-Obj.So-Org-Prog	Date	Receipt Nbr	Cust Nbr	Cust Name	Description	Debits (+)	Credits (-)
00-5711.00-000-600000	06-08-2026	007200			TAXES MAY 2026	.00	-2,874.97
00-5712.00-000-600000	06-08-2026	007200			TAXES MAY 2026	.00	-833.19
00-5719.00-000-600000	06-08-2026	007200			TAXES MAY 2026	.00	-629.63
Totals for Net Receipt 007200 - TAXES MAY 2026						**.00**	**-4,337.79**
00-5742.30-000-600000	06-30-2026	007256			INTEREST JUNE 26	.00	-901.44
00-1110.00-000-600000					Gross Cash Receipts	5,239.23	.00
00-1110.00-000-600000					**Net Cash Receipts**	**5,239.23**	
00-5742.30-000-600000	06-30-2026	007260			TEXSTAR INTEREST JUNE 26	.00	-2,714.12
00-1120.06-000-600000					Gross Cash Receipts	2,714.12	.00
00-1120.06-000-600000					**Net Cash Receipts**	**2,714.12**	
00-5742.30-000-600000	06-30-2026	007262			LOGIC INTEREST JUNE 26	.00	-803.68
00-1120.10-000-600000					Gross Cash Receipts	803.68	.00
00-1120.10-000-600000					**Net Cash Receipts**	**803.68**	
00-5742.30-000-600000	06-30-2026	007258			TEXAS RANGE INTEREST	.00	-.01
00-1120.99-000-600000					Gross Cash Receipts	.01	.00
00-1120.99-000-600000					**Net Cash Receipts**	**.01**	
Totals for Fund 599 / 6						**8,757.04**	**-8,757.04**
Final Totals						**1,317,237.26**	**-1,317,237.26**

End of Report

Check Payments
CLYDE CISD
District Written Checks
For the Month of June

Check Nbr	Check Date	Payee	PO Nbr	Invoice Nbr	Fnd-Fnc-Obj.So-Org-Prog	Reason	Amount	EFT
061126	06-10-2026	HUDSON ENERGY SERV	060340		199-51-6259.02-936-699000	ELECTRICITY	23,131.28	N
						Total For District Written Checks	**23,131.28**	

Check Nbr	Check Date	Payee	PO Nbr	Invoice Nbr	Fnd-Fnc-Obj.So-Org-Prog	Reason	Amount	EFT
061120	06-12-2026	FIRST NATIONAL BANK	060349		199-00-2110.02-000-600000	PYMT VISA-FNBO	28,993.55	N
				34155375 7	199-36-6411.01-001-691000	HOTEL REFUND	-656.79	N
						Totals for Check 061120	**28,336.76**	
116399	06-04-2026	DONNA ADAMS	405309		199-11-6499.00-001-638000	DUAL CREDIT REIMBURSEMENT	100.00	N
116400	06-04-2026	JOHLISA BROADFOOT	405334		199-11-6499.00-001-638000	DUAL CREDIT REIMBURSEMENT	500.00	N
116401	06-04-2026	FRANCESCA BURLESON	405311		199-11-6499.00-001-638000	DUAL CREDIT REIMBURSEMENT	200.00	N
116402	06-04-2026	DIAZ, ADRIANA	405298		199-11-6499.00-001-638000	DUAL CREDIT REIMBURSEMENT	200.00	N
116403	06-04-2026	SARAH GREEN	405303		199-11-6499.00-001-638000	DUAL CREDIT REIMBURSEMENT	400.00	N
116404	06-04-2026	AMANDA HAMILTON	405300		199-11-6499.00-001-638000	DUAL CREDIT REIMBURSEMENT	200.00	N
			405301		199-11-6499.00-001-638000	DUAL CREDIT REIMBURSEMENT	200.00	N
						Totals for Check 116404	**400.00**	
116405	06-04-2026	DARRON HEFNER	405307		199-11-6499.00-001-638000	DUAL CREDIT REIMBURSEMENT	300.00	N
116406	06-04-2026	IMCAT	403016	587	410-11-6399.00-001-611000	IMCAT REGISTRATION	395.00	N
116407	06-04-2026	DEBBIE JOERIS	405302		199-11-6499.00-001-638000	DUAL CREDIT REIMBURSEMENT	300.00	N
116408	06-04-2026	CUSTOM WHOLESALE S	405181	S101387867.001	199-51-6319.02-936-699000	RECURRING PO FOR PARTS	243.97	N
			405181	S101394092.001	199-51-6319.02-936-699000	RECURRING PO FOR PARTS	254.28	N
			405181	S101395147.001	199-51-6319.02-936-699000	RECURRING PO FOR PARTS	170.00	N
			405181	S101396409.001	199-51-6319.02-936-699000	RECURRING PO FOR PARTS	315.39	N
			060335	S101395045.001	199-51-6319.02-936-699000	SUPPLIES PO 404170	34.28	N
			060335	S101390281	199-51-6319.02-936-699000	SUPPLIES PO 404170	37.88	N
			060335	S101357124.002	199-51-6319.02-936-699000	SUPPLIES PO404170	26.72	N
						Totals for Check 116408	**1,082.52**	
116409	06-04-2026	CHANDA JONES	405304		199-11-6499.00-001-638000	DUAL CREDIT REIMBURSEMENT	200.00	N
116410	06-04-2026	SAICY JONES	405330		199-53-6411.22-999-699000	MEALS CONFERENCE	315.00	N
116411	06-04-2026	EMMA KENT	405310		199-11-6499.00-001-638000	DUAL CREDIT REIMBURSEMENT	200.00	N
116412	06-04-2026	MIKE NEAL	405329		199-53-6411.20-999-699000	MEALS CONFERENCE	315.00	N
116413	06-04-2026	STEPHANIE NOHL	405312		199-11-6499.00-001-638000	DUAL CREDIT REIMBURSEMENT	300.00	N
116414	06-04-2026	KAMIE PARKS	405299		199-11-6499.00-001-638000	DUAL CREDIT REIMBURSEMENT	200.00	N
116415	06-04-2026	EMILY RAMOS	405306		199-11-6499.00-001-638000	DUAL CREDIT REIMBURSEMENT	100.00	N
116416	06-04-2026	HOLLIE ROBLEDO	405308		199-11-6499.00-001-638000	DUAL CREDIT REIMBURSEMENT	300.00	N
116417	06-04-2026	INTERSTATE BILLING SE	404630	30456188133	199-34-6249.00-937-699000	REPAIR TB 2	5,308.69	N
116418	06-04-2026	TEXAS INVESTMENT TR	405277	INV-000219	199-41-6219.00-701-699000	ANNUAL INVESTMENT TRAINING	150.00	N
			405277	INV-000219	199-41-6219.00-750-699000	ANNUAL INVESTMENT TRAINING	150.00	N
						Totals for Check 116418	**300.00**	
116419	06-04-2026	PEYTON WILCOXEN	405305		199-11-6499.00-001-638000	DUAL CREDIT REIMBURSEMENT	200.00	N
116420	06-04-2026	KAYLA ZEIGLER	405313		199-11-6499.00-001-638000	DUAL CREDIT REIMBURSEMENT	100.00	N

Check Nbr	Check Date	Payee	PO Nbr	Invoice Nbr	Fnd-Fnc-Obj.So-Org-Prog	Reason	Amount	EFT
116421	06-10-2026	ACT	404658	38709	199-31-6339.00-001-699000	SPRING ACT	1,170.00	N
116422	06-10-2026	AIRGAS USA, LLC	405046	5521564121	199-51-6319.02-936-699000	RECURRING PO FOR RENTAL	49.60	N
116423	06-10-2026	ALL COPY	060342	AR47480	199-11-6269.00-001-611000	COPY MACHINE USAGE	701.38	N
			060342	AR47481	199-11-6269.00-041-611000	COPY MACHINE USAGE	511.39	N
			060342	AR47483	199-11-6269.00-101-611000	COPY MACHINE USAGE	949.22	N
			060342	AR47482	199-11-6269.00-103-611000	COPY MACHINE USAGE	670.97	N
			060342	AR47480	199-12-6269.00-001-699000	COPY MACHINE USAGE	53.67	N
			060342	AR47484	199-41-6269.01-701-699000	COPY MACHINE USAGE	112.05	N
						Totals for Check 116423	**2,998.68**	
116424	06-10-2026	KARA BARBEE	405271		199-36-6411.04-001-699000	PER DIEM FOR UIL CAPITAL CON	173.00	N
116425	06-10-2026	ASHLEY BARNETT	405347	DUAL CREDIT	199-11-6499.00-001-638000	DUAL CREDIT REIMBURSEMENT	300.00	N
116426	06-10-2026	BARRON SERVICE PART	404855	371467	199-34-6319.01-937-699000	RECURRING PO FOR PARTS	1.84	N
			404855	370837	199-34-6319.01-937-699000	RECURRING PO FOR PARTS	8.08	N
			404855	371399	199-34-6319.01-937-699000	RECURRING PO FOR PARTS	86.04	N
			405294	370780	199-34-6399.01-937-699000	SUMMER SHOP SUPPLIES	572.36	N
			405009	370241	199-51-6319.03-936-699000	RECURRING PO FOR PARTS	12.27	N
						Totals for Check 116426	**680.59**	
116427	06-10-2026	BIG COUNTRY	060344	M32598	199-36-6269.01-001-699000	ICE MACHINE MAINTENENCE	125.00	N
			060344	M32601	199-51-6269.01-936-699000	ICE MACHINE MAINTENENCE	95.00	N
			060344	M32602	199-51-6269.01-936-699000	ICE MACHINE MAINTENENCE	75.00	N
			060344	M32599	199-51-6269.01-936-699000	ICE MACHINE MAINTENENCE	70.00	N
			060344	M32600	199-51-6269.01-936-699000	ICE MACHINE MAINTENENCE	75.00	N
						Totals for Check 116427	**440.00**	
116428	06-10-2026	BIG COUNTRY SCHOOL	404476	1832	199-41-6411.00-701-699000	HOTEL BIG COUNTRY ADMIN CO	423.18	N
116429	06-10-2026	BSN SPORTS, LLC	404801	934305128	199-36-6399.19-001-691000	FOOTBALL SUPPLIES	11,181.54	N
116430	06-10-2026	CALLAHAN COUNTY AP	403820	CLYDE CISD	199-99-6213.00-703-699000	ANNUAL CAD FEE PD QTRLY	21,133.77	N
116431	06-10-2026	CENTRAL APPRAISAL DI	403819	BUDGET	199-99-6213.00-703-699000	ANNUAL CAD FEE PD QTRLY	1,283.07	N
116432	06-10-2026	CITY OF CLYDE	060345	CISD	199-51-6259.00-936-699000	MONTHLY WATER CHARGES	10,009.90	N
116433	06-10-2026	CYNERGY TECHNOLOG	405354	LV75107	199-51-6259.01-999-699000	HOSTING FEE	199.00	N
			404453	LV75107	199-53-6249.01-999-611000	VOIP LINE HOSTING	2,792.00	N
						Totals for Check 116433	**2,991.00**	
116434	06-10-2026	EDPUZZLE	405363	47782	410-11-6399.00-001-611000	ONLINE MATERIALS	1,104.37	N
			405363	47782	410-11-6399.00-041-611000	ONLINE MATERIALS	1,104.37	N
			405363	47782	410-11-6399.00-101-611000	ONLINE MATERIALS	1,104.38	N
			405363	47782	410-11-6399.00-103-611000	ONLINE MATERIALS	1,104.38	N
						Totals for Check 116434	**4,417.50**	
116435	06-10-2026	EXPO CENTER OF TAYL	404222	CLYDE CISD	199-11-6499.01-001-611000	GRADUATION 2026 VENUE DEPO	2,852.09	N
116436	06-10-2026	GANDY'S	405353	1199619	240-35-6341.01-001-699000	MILK STATEMENT	574.26	N
			405353	1199619	240-35-6341.01-041-699000	MILK STATEMENT	922.29	N
			405353	1199619	240-35-6341.01-101-699000	MILK STATEMENT	1,516.65	N
			405353	1199619	240-35-6341.01-103-699000	MILK STATEMENT	984.20	N
						Totals for Check 116436	**3,997.40**	

Check Nbr	Check Date	Payee	PO Nbr	Invoice Nbr	Fnd-Fnc-Obj.So-Org-Prog	Reason	Amount	EFT
116437	06-10-2026	HOWARD TECHNOLOGY	405165	5671222026	199-11-6399.75-999-6220TE	REPLACEMENT EXTRUDER	110.00	N
			405276	5668692026	199-53-6399.23-999-699000	POINT TO POINT WIRELESS	384.00	N
						Totals for Check 116437	**494.00**	
116438	06-10-2026	IMAGINE LEARNING	405324	1141182	199-11-6399.01-001-624000	ODYESSEYWARE 9-12 SITE LICE	2,600.00	N
116439	06-10-2026	CUSTOM WHOLESALE S	405351	S101401577.01	199-51-6319.02-936-699000	RECURRING PO FOR A/C SUPPLI	336.94	N
			405351	S101406526.01	199-51-6319.02-936-699000	RECURRING PO FOR A/C SUPPLI	23.50	N
						Totals for Check 116439	**360.44**	
116440	06-10-2026	JONES, ALEXANDER	405368		199-31-6499.00-001-699000	TREA CONFERENCE MEALS	189.00	N
116441	06-10-2026	LABATT FOOD SERVICE	405352	494240	240-35-6341.03-001-699000	GROCERY STATEMENT	5,448.78	N
			405352	494240	240-35-6341.03-041-699000	GROCERY STATEMENT	6,944.22	N
			405352	494240	240-35-6341.03-101-699000	GROCERY STATEMENT	7,043.27	N
			405352	494240	240-35-6341.03-103-699000	GROCERY STATEMENT	5,757.53	N
			405352	494240	240-35-6341.06-938-699000	GROCERY STATEMENT	1,171.10	N
			405352	494240	240-35-6342.02-001-699000	GROCERY STATEMENT	299.88	N
			405352	494240	240-35-6342.02-041-699000	GROCERY STATEMENT	674.23	N
			405352	494240	240-35-6342.02-101-699000	GROCERY STATEMENT	565.57	N
			405352	494240	240-35-6342.02-103-699000	GROCERY STATEMENT	454.42	N
						Totals for Check 116441	**28,359.00**	
116442	06-10-2026	LOWE'S	405212	990316-	199-51-6399.00-936-699000	WALK BEHIND WEED EATER	341.05	N
116443	06-10-2026	LOWMAN CONSULTING ,	405317	12776	410-11-6399.00-103-611000	3RD GR RLA INSTRUCTIONAL MA	750.00	N
116444	06-10-2026	MANEUVERING THE MID	405321	7613	410-11-6399.00-001-611000	MATH CURRICULUM	243.75	N
			405321	7613	410-11-6399.00-041-611000	MATH CURRICULUM	1,700.00	N
			405321	7613	410-11-6399.00-041-611000	MATH CURRICULUM	70.00	N
						Totals for Check 116444	**2,013.75**	
116445	06-10-2026	RHS CONSTRUCTION S	404309	3236	199-51-6629.03-936-699000	HS TRACK REPLACEMENT	401,823.40	N
116446	06-10-2026	RIDDELL/ALL AMERICAN	404896	952558916	199-36-6299.00-001-691000	HELMET RECONDITIONING	5,544.64	N
116447	06-10-2026	SHACKELFORD CO APP	060346	89	199-99-6213.00-703-699000	3RD QTR PAYMENT	14,483.91	N
116448	06-10-2026	SHREDDING SERVICES	060347	35517	199-11-6249.00-041-611000	SHREEDING	40.00	N
			060347	35517	199-11-6249.00-101-611000	SHREEDING	120.00	N
			060347	35517	199-11-6249.00-103-611000	SHREEDING	40.00	N
			060347	35517	199-41-6249.00-720-699000	SHREEDING	40.00	N
						Totals for Check 116448	**240.00**	
116449	06-10-2026	7415 SOUTHWEST PKW	405366	7426	199-31-6495.00-001-699000	TREA CONFERENCE REG	400.00	N
116450	06-10-2026	TSTC WACO	405335	CCI-000293	199-11-6499.00-001-638000	TSTC ENROLLMENT CHARGE	1,188.00	N
116451	06-10-2026	UNIFIRST CORPORATIO	060341	1480445	199-51-6319.01-936-699000	SUPPLIES	10,695.00	N
			060341	1480445	199-51-6499.01-936-699000	UNIFORMS	228.20	N
						Totals for Check 116451	**10,923.20**	
116452	06-10-2026	WALSH,GALLEGOS,KYL	060343	733384	199-41-6211.00-701-699000	ATTORNEY FEES	102.00	N
			060343	733385	199-41-6211.00-701-699000	ATTORNEY FEES	68.00	N
			060343	733386	199-41-6211.00-701-699000	ATTORNEY FEES	108.00	N
						Totals for Check 116452	**278.00**	

Check Nbr	Check Date	Payee	PO Nbr	Invoice Nbr	Fnd-Fnc-Obj.So-Org-Prog	Reason	Amount	EFT
116453	06-10-2026	WINNER'S CIRCLE TROP	405316	CLYDE CISD	199-53-6399.99-999-699000	STAFF NAME PLATE	13.95	N
116454	06-11-2026	CLYDE HIGH SCHOOL A	060350		199-00-5753.01-000-600000	ACADEMIC BANQUET PROCEEDS	5,485.84	N
	06-30-2026	CLYDE HIGH SCHOOL A	060350		199-00-5753.01-000-600000	WRONG VENDOR	-5,485.84	N
						Totals for Check 116454	**.00**	
116455	06-11-2026	JONES COUNTY APPRAI	403822	1985	199-99-6213.00-703-699000	ANNUAL CAD FEE PD QTRLY	1,685.27	N
116456	06-11-2026	CLYDE ATHLETIC BOOS	060351		199-00-5753.01-000-600000	ATHLETIC BANQUET PROCEEDS	4,420.00	N
116457	06-11-2026	INCA FIRE SERVICES	404960	65008	199-11-6399.75-999-6220TE	CTE EXTINGUISHERS	1,000.00	N
			060352	65008	199-51-6249.00-936-699000	FIRE EXTINQUISHERS	2,480.00	N
						Totals for Check 116457	**3,480.00**	
116458	06-11-2026	CUSTOM WHOLESALE S	060353	S101389897.001	199-51-6319.02-936-699000	WRONG VENDOR PAID REFUNDE	973.60	N
			060353	S101390852.001	199-51-6319.02-936-699000	WRONG VENDOR PAID REFUNDE	152.40	N
			060353	S101390942.001	199-51-6319.02-936-699000	WRONG VENDOR PAID REFUNDE	526.29	N
			060353	S101392557.001	199-51-6319.02-936-699000	WRONG VENDOR PAID REFUNDE	119.20	N
			060353	S101357124.001	199-51-6319.02-936-699000	WRONG VENDOR PAID REFUNDE	342.50	N
			060353	S101357802.001	199-51-6319.02-936-699000	WRONG VENDOR PAID REFUNDE	342.50	N
			060353	S101357129.001	199-51-6319.02-936-699000	WRONG VENDOR PAID REFUNDE	85.87	N
			060353	S101359350.001	199-51-6319.02-936-699000	WRONG VENDOR PAID REFUNDE	452.50	N
			060353	S101361363.001	199-51-6319.02-936-699000	WRONG VENDOR PAID REFUNDE	94.98	N
			060353	S101368317.001	199-51-6319.02-936-699000	WRONG VENDOR PAID REFUNDE	93.89	N
			060353	S101371787.001	199-51-6319.02-936-699000	WRONG VENDOR PAID REFUNDE	19.99	N
						Totals for Check 116458	**3,203.72**	
116459	06-17-2026	TX TEES	405401	12775	199-34-6299.00-937-699000	1/2 GRAPHICNEW TRAVEL BUS 3	2,042.50	N
116460	06-18-2026	ROBERTS CARPET SER	404773	131975	199-51-6249.00-936-699000	CARPET INTM GYM STANDS	4,079.00	N
116461	06-18-2026	MISTI KINGSTON	405397		199-11-6411.00-001-611000	MEALS FOR CONVENTION	189.00	N
116462	06-18-2026	CARD SERVICE CENTER	403283	XXXX-0213	199-41-6399.00-750-699000	REMARKABLE SUBSCRIPTION	2.99	N
116463	06-22-2026	CENGAGE LEARNING	405338	999102785996	410-11-6399.00-001-611000	ALGEBRA 2 CURRICULUM	10,500.00	N
116464	06-22-2026	LOWMAN CONSULTING ,	405318	12777	410-11-6399.00-001-611000	ALG 1 CURRICULUM	2,000.00	N
116465	06-22-2026	RMA TOLL PROCESSING	060354		199-34-6499.00-937-699000	TOLLS	16.02	N
116466	06-22-2026	RMA TOLL PROCESSING	060355	100131808521	199-34-6499.00-937-699000	TOLLS	39.79	N
116467	06-23-2026	RHS CONSTRUCTION S	404309	3236	199-51-6629.03-936-699000	HS TRACK REPLACEMENT	32,062.50	N
116468	06-24-2026	IDEMIA	060356	CLYDE CISD	199-41-6219.00-750-699000	FINGERPRINTING	47.00	N
116469	06-24-2026	IDEMIA	060357	CLYDE CISD	199-41-6219.00-750-699000	FINGERPRINTING	47.00	N
116470	06-24-2026	IDEMIA	060358	CLYDE CISD	199-41-6219.00-750-699000	FINGERPRINTING	47.00	N
116471	06-24-2026	IDEMIA	060359	CLYDE CISD	199-41-6219.00-750-699000	FINGERPRINTING	47.00	N
116472	06-30-2026	ABILENE WINDOW TINTI	405378	2236	199-52-6299.01-999-699000	MISSED WINDOW FILM AT HS	1,000.00	N
			405112	2232	199-52-6299.01-999-699000	WINDOW REPAIR AND FILM	1,208.00	N
			405220	2233	429-52-6649.00-999-699000	WINDOW FILM AT HS	27,443.00	N
						Totals for Check 116472	**29,651.00**	

Check Nbr	Check Date	Payee	PO Nbr	Invoice Nbr	Fnd-Fnc-Obj.So-Org-Prog	Reason	Amount	EFT
116473	06-30-2026	AT&T MOBILITY	060365		199-51-6259.02-999-699000	CELL PHONES	698.40	N
116474	06-30-2026	ATMOS ENERGY	060362	3032350338	199-51-6259.03-936-699000	NATURAL GAS	370.01	N
			060362	3032350589	199-51-6259.03-936-699000	NATURAL GAS	202.24	N
			060362	3032350810	199-51-6259.03-936-699000	NATURAL GAS	98.91	N
			060362	3032351284	199-51-6259.03-936-699000	NATURAL GAS	140.24	N
			060362	3032351480	199-51-6259.03-936-699000	NATURAL GAS	98.91	N
			060362	3024167767	199-51-6259.03-936-699000	NATURAL GAS	264.24	N
						Totals for Check 116474	**1,174.55**	
116475	06-30-2026	BARRON SERVICE PART	405323	371273	199-34-6311.02-937-699000	SUMMER SHOP SUPPLIES	500.00	N
			405346	371273	199-34-6311.02-937-699000	ADDL FOR OIL	69.02	N
			404855	373295	199-34-6319.01-937-699000	RECURRING PO FOR PARTS	3.18	N
			404855	372531	199-34-6319.01-937-699000	RECURRING PO FOR PARTS	13.99	N
			404855	373114	199-34-6319.01-937-699000	RECURRING PO FOR PARTS	4.23	N
			405009	371098	199-51-6319.03-936-699000	RECURRING PO FOR PARTS	44.43	N
			405009	372211	199-51-6319.03-936-699000	RECURRING PO FOR PARTS	74.10	N
			405009	372148	199-51-6319.03-936-699000	RECURRING PO FOR PARTS	8.46	N
			404687	366307	199-51-6319.03-936-699000	RECURRING PO FOR PARTS	50.91	N
						Totals for Check 116475	**768.32**	
116476	06-30-2026	BIG COUNTRY HARDWA	404895	CLYDE CISD	199-51-6319.02-936-699000	RECURRING PO FOR SUPPLIES	13.35	N
			404895	CLYDE CISD	199-51-6319.02-936-699000	RECURRING PO FOR SUPPLIES	18.99	N
			404895	CLYDE CISD	199-51-6319.02-936-699000	RECURRING PO FOR SUPPLIES	15.98	N
			404895	CLYDE CISD	199-51-6319.02-936-699000	RECURRING PO FOR SUPPLIES	10.99	N
			404895	CLYDE CISD	199-51-6319.02-936-699000	RECURRING PO FOR SUPPLIES	3.00	N
			404895	CLYDE CISD	199-51-6319.02-936-699000	RECURRING PO FOR SUPPLIES	29.98	N
			404895	CLYDE CISD	199-51-6319.02-936-699000	RECURRING PO FOR SUPPLIES	.99	N
			404895	CLYDE CISD	199-51-6319.02-936-699000	RECURRING PO FOR SUPPLIES	4.95	N
			404895	CLYDE CISD	199-51-6319.02-936-699000	RECURRING PO FOR SUPPLIES	19.98	N
			405031	CLYDE CISD	199-51-6319.02-936-699000	EXTENSION LADDER	329.99	N
						Totals for Check 116476	**448.20**	
116477	06-30-2026	BIG COUNTRY	405387	840488	199-51-6249.00-936-699000	REPAIR ELEM. WALK-IN	938.98	N
116478	06-30-2026	BRUCKNER'S TRUCK &	404854	RA109010392:01	199-34-6249.00-937-699000	REPAIR BUS 33	1,733.43	N
116479	06-30-2026	CDW GOVERNMENT INC	405272	AJ7X46F	199-11-6399.75-999-611000	NEWLINE PANELS FOR	16,995.00	N
			405272	AJ7LK7K	199-11-6399.75-999-611000	NEWLINE PANELS FOR	495.00	N
						Totals for Check 116479	**17,490.00**	
116480	06-30-2026	OPTIMUM BUSINESS	060364		199-53-6399.01-999-699000	INTERNET MONTHLY CHARGE	589.00	N
116481	06-30-2026	CEV MULTIMEDIA,LTD	405339	INV-19977	410-11-6399.00-001-611000	AG MARKETING SPORTS MANG C	16,098.75	N
			405339	INV-19977	410-11-6399.00-103-611000	AG MARKETING SPORTS MANG C	5,366.25	N
						Totals for Check 116481	**21,465.00**	
116482	06-30-2026	CLYDE CISD OPERATIN	405419		205-11-6399.01-101-724000	HEADSTART MEAL REIMBURSEM	584.75	N
116483	06-30-2026	CLYDE FARM & RANCH	405442	CLYDE CISD	199-51-6319.03-936-699000	WEED KILLER	265.90	N

Check Nbr	Check Date	Payee	PO Nbr	Invoice Nbr	Fnd-Fnc-Obj.So-Org-Prog	Reason	Amount	EFT
116484	06-30-2026	GREAT AMERICA FINAN	060361	42242491	199-71-6512.00-999-699000	COPY MACHINE LEASE	892.00	N
			060361	42263408	199-71-6512.00-999-699000	COPY MACHINE LEASE	2,221.69	N
						Totals for Check 116484	**3,113.69**	
116485	06-30-2026	HAMILTON SUPPLY CO.,	405409	516353	199-51-6249.00-936-699000	LAWNMOWER REPAIR	550.66	N
				516376	199-51-6249.00-936-699000	RETURNED SPINDLE ASSY	-248.59	N
						Totals for Check 116485	**302.07**	
116486	06-30-2026	LINDSEY HOLT	405429	CLYDE CISD	240-35-6341.03-101-699000	ACCOUNT REFUND	1.25	N
116487	06-30-2026	INCA FIRE SERVICES	405439	65267	199-51-6249.00-936-699000	FIRE ALARM SERVICE CALL	125.00	N
116488	06-30-2026	LEARNING WITHOUT TE	405322	SO546354	410-11-6399.00-101-611000	KEYBOARDING LICENSES	1,401.75	N
			405322	SO546354	410-11-6399.00-103-611000	KEYBOARDING LICENSES	1,401.75	N
						Totals for Check 116488	**2,803.50**	
116489	06-30-2026	LEE'S TRUE VALUE HAR	404755	CISD001	199-51-6319.02-936-699000	MAINTENANCE SUPPLIES	7.49	N
			404755	CISD001	199-51-6319.02-936-699000	MAINTENANCE SUPPLIES	13.99	N
			404755	CISD001	199-51-6319.02-936-699000	MAINTENANCE SUPPLIES	19.47	N
			404755	CISD001	199-51-6319.02-936-699000	MAINTENANCE SUPPLIES	35.76	N
			404755	CISD001	199-51-6319.02-936-699000	MAINTENANCE SUPPLIES	15.98	N
			405268	CISD001	199-51-6319.02-936-699000	RECURRING PO FOR SUPPLIES	20.99	N
			405268	CISD001	199-51-6319.02-936-699000	RECURRING PO FOR SUPPLIES	48.96	N
			405345	CISD001	199-51-6319.02-936-699000	ADDL PAINT	39.55	N
			405134	CISD001	199-51-6319.02-936-699000	INTERMEDIATE PAINT	420.00	N
						Totals for Check 116489	**622.19**	
116490	06-30-2026	JAY LOUDER	405436	CLYDE CISD	199-41-6419.00-702-699000	BOARD MEMBER PER DIEM	310.85	N
116491	06-30-2026	M & A TECHNOLOGY, IN	404612	SMINV03864	199-11-6399.75-999-6110TE	CHROMEBOOK BAGS	2,926.00	N
			404612	SMINV03864	199-11-6399.75-999-6110TE	ACCIDENTALLY VOIDED	-2,926.00	N
						Totals for Check 116491	**.00**	
116492	06-29-2026	MCGRAW HILL EDUCATI	405361	140833716001	410-11-6399.00-001-611000	WRONG AMOUNT	-2,120.38	N
			405361	140835139001	410-11-6399.00-001-611000	WRONG AMOUNT	-4,676.40	N
	06-30-2026	MCGRAW HILL EDUCATI	405361	140833716001	410-11-6399.00-001-611000	TX SOCIAL STUDIES	2,120.38	N
			405361	140835139001	410-11-6399.00-001-611000	TX SOCIAL STUDIES	4,676.40	N
						Totals for Check 116492	**.00**	
116493	06-30-2026	JOHN ODOM	405427	CLYDE CISD	240-35-6341.03-041-699000	ACCOUNT REFUND	7.25	N
116494	06-30-2026	OVERHEAD DOOR OF A	405385	76162	199-51-6249.00-936-699000	REPAIR AG DOOR	262.50	N
116495	06-30-2026	PEST PATROL	402846	11185082	199-51-6249.00-936-699000	YEARLY PEST CONTROL FEES	324.00	N
116496	06-30-2026	BETHANY POWELL	405443		199-41-6419.00-702-699000	BOARD MEMBER PER DIEM	385.80	N
116497	06-30-2026	REGION 14 EDUCATION	404571	040406	255-13-6411.00-001-624000	SUMMER PD	150.00	N
			404571	040405	255-13-6411.00-101-624000	SUMMER PD	20.00	N
			404571	040406	255-13-6411.00-101-624000	SUMMER PD	10.00	N
			404571	040406	255-13-6411.00-101-624000	SUMMER PD	150.00	N
			405430	040498	255-13-6411.00-101-624000	PARAEDUCATOR ONLINE TRAINI	400.00	N
			405430	040498	255-13-6411.00-103-624000	PARAEDUCATOR ONLINE TRAINI	200.00	N
						Totals for Check 116497	**930.00**	

Check Nbr	Check Date	Payee	PO Nbr	Invoice Nbr	Fnd-Fnc-Obj.So-Org-Prog	Reason	Amount	EFT
116498	06-30-2026	ROBERTS TRUCK CENT	405355	X803048387:01	199-34-6319.02-937-699000	SUPPLIES FOR DIESEL BUSSES	2,071.81	N
116499	06-30-2026	RUFUS QUINTANILLA	405434		199-41-6419.00-702-699000	BOARD MEMBER PER DIEM	425.80	N
116500	06-30-2026	SHERWIN WILLIAMS	405381	82082196740626	199-51-6319.02-936-699000	PAINT FOR CLASSROOMS	329.50	N
			405343	88216A708006	199-51-6319.03-936-699000	PAINT FOR CLASSROOMS	244.75	N
						Totals for Check 116500	**574.25**	
116501	06-30-2026	SOUTHERN COMPUTER	405389	INV00871460	199-53-6399.00-999-699000	TONER FOR DIST PEIMS	238.03	N
116502	06-30-2026	STUDIES WEEKLY, INC.	405365	405365	410-11-6399.00-101-611000	TEXAS STUDIES WEEKLY	3,394.50	N
			405365	405365	410-11-6399.00-103-611000	TEXAS STUDIES WEEKLY	3,613.50	N
						Totals for Check 116502	**7,008.00**	
116503	06-30-2026	TD ELECTRIC, LLC	405357	8658	199-51-6249.00-936-699000	ELECTRICAL OUTLETS AT CAB	360.50	N
116504	06-30-2026	AGENCY 405	060363	202605-336449	199-41-6219.00-750-699000	BACKGROUND CHECKS	1.00	N
116505	06-30-2026	JENNIFER WEBBER	405006		199-11-6411.41-001-611000	TBA CONFERENCE MEALS	504.00	N
116506	06-30-2026	MENDY WOODSON	405428	CLYDE CISD	240-35-6341.03-001-699000	ACCOUNT REFUND	21.25	N
116507	06-30-2026	HEATHER BAKER	405450		199-36-6411.50-001-699000	TCDA CONFERENCE PER DIEM	186.00	N
116508	06-30-2026	BIG COUNTRY HARDWA	404895	CLYDE CISD	199-51-6319.02-936-699000	RECURRING PO FOR SUPPLIES	36.48	N
			404895	CLYDE CISD	199-51-6319.02-936-699000	RECURRING PO FOR SUPPLIES	47.65	N
			404895	CLYDE CISD	199-51-6319.02-936-699000	RECURRING PO FOR SUPPLIES	3.99	N
			404895	CLYDE CISD	199-51-6319.02-936-699000	RECURRING PO FOR SUPPLIES	6.99	N
			404895	CLYDE CISD	199-51-6319.02-936-699000	RECURRING PO FOR SUPPLIES	3.58	N
			404895	CLYDE CISD	199-51-6319.02-936-699000	RECURRING PO FOR SUPPLIES	26.99	N
			404895	CLYDE CISD	199-51-6319.02-936-699000	RECURRING PO FOR SUPPLIES	10.18	N
			404895	CLYDE CISD	199-51-6319.02-936-699000	RECURRING PO FOR SUPPLIES	2.29	N
			404895	CLYDE CISD	199-51-6319.02-936-699000	RECURRING PO FOR SUPPLIES	54.99	N
			404895	CLYDE CISD	199-51-6319.02-936-699000	RECURRING PO FOR SUPPLIES	52.28	N
			404895	CLYDE CISD	199-51-6319.02-936-699000	RECURRING PO FOR SUPPLIES	13.49	N
			404895	CLYDE CISD	199-51-6319.02-936-699000	RECURRING PO FOR SUPPLIES	24.99	N
			404895	CLYDE CISD	199-51-6319.02-936-699000	RECURRING PO FOR SUPPLIES	15.99	N
						Totals for Check 116508	**299.89**	
116509	06-30-2026	LEE'S TRUE VALUE HAR	404755	CISD001	199-51-6319.02-936-699000	MAINTENANCE SUPPLIES	197.97	N
116510	06-30-2026	MCGRAW HILL EDUCATI	060366		410-11-6399.00-001-611000	INST MTRLS (PA FOR 405361)	2,110.38	N
			060366		410-11-6399.00-001-611000	INST MTRLS (PA FOR 405361)	4,676.40	N
						Totals for Check 116510	**6,786.78**	
116511	06-30-2026	M & A TECHNOLOGY, IN	060367	SMINV03864	199-11-6399.75-999-6110TE	SUPPLIES PA FOR 404612	2,926.00	N
						Total For Computer Written Checks	**744,662.33**	
						Total Checks	**767,793.61**	

End of Report

CURRENT MONTH CASH POSITION			
AS OF JUNE 30, 2026			
CASH IN BANK	**PRIOR MONTH**	**MONTHLY**	**6/30/2026**
GENERAL OPERATING	$4,268,301.76	-$476,209.41	$3,792,092.35
INVESTMENT ACCOUNT	$0.00	$0.00	$0.00
TEXAS RANGE INVESTMENT POOL			
TEXAS RANGE DAILY	$1,097,433.04	$3,280.47	$1,100,713.51
TEXSTAR INVESTMENT			
GENERAL FUND	$2,097,009.24	$6,242.06	$2,103,251.30
INTEREST & SINKING	$911,810.52	$2,714.12	$914,524.64
LOGIC			
General Fund	$521,043.79	$1,607.32	$522,651.11
Interest & Sinking	$260,521.85	$803.68	$261,325.53
EDUCATION FOUNDATION			
FIRST FINANCIAL CHECKING	$23,884.44	$511.97	$24,396.41
FIRST BANK TEXAS	$1,419.36	$0.00	$1,419.36
RAYMOND JAMES CD 1	$25,021.00	-$12.25	$25,008.75
RAYMOND JAMES CD 2	$9,982.80	-$41.20	$9,941.60
FIRST FINANCIAL BANK CD	$50,954.04	$0.00	$50,954.04
INTEREST & SINKING FUND	$344,924.37	$9,696.69	$354,621.06
TEX TERM/DEBT SERVICE FUND	$2.44	$0.01	$2.45
WORKERS COMP ACCOUNT	$0.00	$0.00	$0.00
CAMPUS ACTIVITY FUNDS			
HIGH SCHOOL	$97,463.89	-$15,143.41	$82,320.48
JUNIOR HIGH	$60,567.87	-$4,948.53	$55,619.34
INTERMEDIATE	$17,088.30	-$3,240.72	$13,847.58
ELEMENTARY	$40,987.85	-$3,515.65	$37,472.20
GRAND TOTALS	**$9,828,416.56**	**-$478,254.85**	**$9,350,161.71**

Clyde CISD

DOMAIN 1 STAAR DATA (SNAPSHOT)

2026

		Approaches Grade Level			Meets Grade Level			Masters Grade Level			Domain 1 Average		
		District	Region	State	District	Region	State	District	Region	State	District	Region	State
RLA	Grade 3	**76%**	67%	73%	**42%**	43%	49%	**18%**	17%	24%	**45%**	42%	49%
	Grade 4	**87%**	72%	76%	**68%**	43%	52%	**30%**	16%	23%	**62%**	44%	51%
	Grade 5	**85%**	73%	77%	**65%**	50%	56%	**38%**	25%	33%	**63%**	50%	56%
	Grade 6	**65%**	70%	72%	**43%**	50%	54%	**14%**	24%	29%	**41%**	48%	52%
	Grade 7	**78%**	76%	77%	**43%**	49%	54%	**21%**	25%	31%	**47%**	50%	54%
	Grade 8	**85%**	82%	83%	**63%**	54%	59%	**31%**	25%	32%	**60%**	54%	58%
	English I	**83%**	69%	67%	**71%**	53%	51%	**14%**	11%	12%	**56%**	44%	43%
	English II EOC	**90%**	71%	58%	**76%**	57%	43%	**12%**	8%	6%	**59%**	45%	36%
Math	Grade 3	**73%**	57%	66%	**33%**	34%	44%	**16%**	14%	22%	**41%**	35%	44%
	Grade 4	**86%**	54%	68%	**69%**	35%	49%	**36%**	16%	24%	**64%**	35%	47%
	Grade 5	**83%**	64%	74%	**52%**	37%	47%	**23%**	15%	20%	**53%**	39%	47%
	Grade 6	**75%**	66%	73%	**25%**	31%	39%	**4%**	10%	15%	**34%**	36%	42%
	Grade 7	**69%**	46%	48%	**49%**	27%	29%	**14%**	7%	9%	**44%**	26%	29%
	Grade 8	**72%**	65%	73%	**48%**	39%	47%	**11%**	11%	16%	**44%**	38%	45%
	Algebra I EOC	**90%**	78%	74%	**70%**	46%	44%	**44%**	24%	24%	**68%**	49%	48%
Science	Grade 5	**--**	--	--	**--**	--	--	**--**	--	--	**--**	--	--
	Grade 8	**--**	--	--	**--**	--	--	**--**	--	--	**--**	--	--
	Biology EOC	**95%**	93%	90%	**77%**	70%	65%	**33%**	32%	32%	**68%**	65%	62%
Social Studies	Grade 8	**60%**	51%	57%	**26%**	25%	32%	**7%**	11%	16%	**31%**	29%	35%
	US History EOC	**98%**	94%	92%	**75%**	72%	67%	**41%**	36%	36%	**71%**	68%	65%
OVERALL AVERAGE											**53%**	44%	48%

Note: EOC values include retesters.

Below State Average

Clyde 2026 Domain 1 STAAR Data Comparison

CLYDE ISD 2026 Domain 1 STAAR Data

		Approaches Grade Level			Meets Grade Level			Masters Grade Level			Domain 1 Average		
		District	Region	State	District	Region	State	District	Region	State	District	Region	State
Reading	Grade 3	76%	67%	73%	42%	43%	49%	18%	17%	24%	45%	42%	49%
	Grade 4	87%	72%	76%	68%	43%	52%	30%	16%	23%	62%	44%	50%
	Grade 5	85%	73%	77%	65%	50%	56%	38%	25%	33%	63%	49%	55%
	Grade 6	65%	70%	72%	43%	50%	54%	14%	24%	29%	41%	48%	52%
	Grade 7	78%	76%	77%	43%	49%	54%	21%	25%	31%	47%	50%	54%
	Grade 8	85%	82%	83%	63%	54%	59%	31%	25%	32%	60%	54%	58%
	English I	88%	69%	67%	75%	53%	51%	19%	11%	12%	61%	44%	43%
	English II	84%	71%	58%	75%	57%	49%	9%	8%	6%	56%	45%	38%
Math	Grade 3	73%	57%	66%	33%	34%	44%	16%	14%	22%	41%	35%	44%
	Grade 4	86%	54%	68%	69%	35%	49%	36%	16%	24%	64%	35%	47%
	Grade 5	83%	64%	74%	52%	37%	47%	23%	15%	20%	53%	39%	47%
	Grade 6	75%	66%	73%	25%	31%	39%	4%	10%	15%	35%	36%	42%
	Grade 7	69%	46%	48%	49%	27%	29%	14%	7%	9%	44%	27%	29%
	Grade 8	72%	65%	73%	48%	39%	47%	11%	11%	16%	44%	38%	45%
	Algebra I	100%	78%	74%	100%	46%	44%	94%	24%	24%	98%	49%	47%
Science	Grade 5	79%			57%			30%			55%	Not Released	Not Released
	Grade 8	84%			67%			38%			63%	Not Released	Not Released
	Biology	97%	93%	90%	83%	70%	65%	44%	32%	32%	75%	65%	62%
Social Studies	Grade 8	60%	51%	57%	26%	25%	32%	7%	11%	16%	31%	29%	35%
	US History	99%	94%	92%	86%	72%	67%	58%	36%	36%	81%	67%	65%
OVERALL AVERAGE											55%	44%	48%

Summer Learning Report 2026

HB 1416 requirement

15 hours of intervention per subject, but the district can limit it to reading and math

Clyde High School

- 6 students attended for the 1416 requirement
- 14 attended summer school
- 36 credits earned

Clyde Junior High

- 15 students for social studies & science
- 35 students for ELAR
- 16 students for math

Clyde Intermediate

- 25 3rd-grade students
- 22 4th-grade students
- 24 5th-grade students

Summer Reading Program

- 350 students attended, with an average of 32 students attending daily (grades K-5)

BOARD MEETING MINUTES

A Regular Meeting of the Clyde Consolidated Independent School District Board of Trustees was held on Monday, June 15, 2026 at 6:00 PM in the Clyde Auxiliary Building, 2515 South Access Road West, Clyde, Texas 79510.

ATTENDANCE:

Jerry Don Black:	Present
Robert Frost:	Absent
Jay Louder:	Present
Bethany Powell:	Present
Rufus Quintanilla:	Present
Cody Walton:	Absent
Greg Welch:	Present

Present: 5, Absent: 2.

1. **CALL TO ORDER AND ANNOUNCE A QUORUM**
Board Vice President Greg Welch called the meeting to order at 6:00 PM with a quorum of board members present. Superintendent Bryan Allen was also present. Other Clyde CISD personnel in attendance included Rhonda Neal, Kasey Adkins, Jamie Munoz, and Paul McGuire.

2. **INVOCATION**
The invocation was led by Greg Welch.

3. **PLEDGES OF ALLEGIANCE**
Greg Welch led the pledges of allegiance.

4. **SPECIAL RECOGNITIONS AND PRESENTATIONS**
There were no special recognitions or presentations given.

5. **RECOGNITION OF VISITORS/PUBLIC COMMENT**
No one signed up to speak in an open forum.

6. **BUDGET WORKSHOP**
Rhonda Neal presented information about the budget.

7. **DISCUSSION ITEMS**

7.1. Uniform GPA and EIC Local Discussion
Bryan Allen presented information about the current policy, EIC (LOCAL).

7.2. FIRST READING: TASB Policy Update 127
Bryan Allen presented the first reading of the Policy 127 update.

7.3. Clyde CISD Strategic Plan Overview: Priority 2 - Staff
Bryan Allen presented information regarding the CCISD Strategic Plan which included goals and priorities set forth by a district committee.

7.4. SB 568 Special Education Annual Report

Bryan Allen presented the district's special education data report and reviewed the results.

8. **ADMINISTRATIVE REPORTS**

8.1. Monthly Financial and Investment Reports
Rhonda Neal presented the monthly financial and investment reports.

8.2. Curriculum and Special Programs Report
Bryan Allen presented information regarding a $46,538 grant awarded to the welding department. He also shared campus health data and information compiled by the district nurse regarding the students served and their medical needs. Additionally, he presented the annual School Health Advisory Council (SHAC) report.

8.2.1. AWS Grant Awarded

8.2.2. Yearly Nursing Report

8.2.3. Annual SHAC Report

8.3. Superintendent Report
Bryan Allen presented information regarding final enrollment and attendance, an update on the football stadium construction project, and the date for the next scheduled School Board Meeting.

8.3.1. Final Enrollment and Attendance Report for 2025-2026

8.3.2. Construction Update

8.3.3. Next Regular Meeting Date: July 27, 2026; 6:00pm at the Clyde Auxiliary Building

9. **ACTION ITEMS**

9.1. Consideration and Possible Action on Consent Agenda
I move to approve the consent agenda, as presented. This motion, made by Jay Louder and seconded by Rufus Quintanilla, Passed.
Robert Frost: Absent, Cody Walton: Absent, Jerry Don Black: Yea, Jay Louder: Yea, Bethany Powell: Yea, Rufus Quintanilla: Yea, Greg Welch: Yea
Yea: 5, Nay: 0, Absent: 2

9.1.1. Approve Minutes of the Previous Meeting(s)

9.1.2. Approve Monthly Financial and Investment Reports

9.2. Consideration and Possible Action to Approve the Clyde CISD Compensation Plan for 2026-2027
I move to approve the Clyde CISD compensation plan for the 2026-2027 school year, as presented. This motion, made by Jay Louder and seconded by Rufus Quintanilla, Passed.
Robert Frost: Absent, Cody Walton: Absent, Jerry Don Black: Yea, Jay Louder: Yea, Bethany Powell: Yea, Rufus Quintanilla: Yea, Greg Welch: Yea
Yea: 5, Nay: 0, Absent: 2

10. **CLOSED SESSION**
The Board entered a closed meeting at 8:04 PM, under Government Codes 551.071 and 551.074.

10.1. Pursuant to Texas Government Code Section 551.071, Consultation with Legal Counsel Regarding Legal and Procedural Matters Concerning a District Employee's Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, Dismissal, or Leave of Absence

10.2. Pursuant to Texas Government Code Section 551.071, Consultation with Legal Counsel Regarding Other Legal and Procedural Matters

10.3. Pursuant to Texas Government Code Section 551.074, Deliberation of Other Personnel Matters, including the Appointment, Employment, Reassignment, Duties, Discipline, or Leave of Absence of a District Employee

10.4. Pursuant to Texas Government Code Section 551.072, Deliberation Regarding Real Property

10.5. Pursuant to Texas Government Code Section 551.076, Deliberation of School Safety and Security Measures and Security Personnel

11. **OPEN SESSION:** Act Upon Items as Discussed in Closed Session (as needed)
The Board returned to Open Session at 8:42 PM.

11.1. Consideration and Possible Action to Ratify Professional Employment Offers
I move that the board ratifies the employment offers made by the superintendent under the temporary hiring authority granted on May 12, 2026. This motion, made by Jerry Don Black and seconded by Rufus Quintanilla, Passed.
Robert Frost: Absent, Cody Walton: Absent, Jerry Don Black: Yea, Jay Louder: Yea, Bethany Powell: Yea, Rufus Quintanilla: Yea, Greg Welch: Yea
Yea: 5, Nay: 0, Absent: 2

11.2. Consideration and Possible Action to Approve Professional Employment of Certified Administrators
I move that the board accepts the superintendent's recommendations to employ professional personnel as certified administrators, as presented. This motion, made by Jerry Don Black and seconded by Rufus Quintanilla, Passed.
Robert Frost: Absent, Cody Walton: Absent, Jerry Don Black: Yea, Jay Louder: Yea, Bethany Powell: Yea, Rufus Quintanilla: Yea, Greg Welch: Yea
Yea: 5, Nay: 0, Absent: 2

11.3. Consideration and Possible Action on the Superintendent's Contract, Salary, and Benefits
A motion to approve an addendum to the Superintendent's contract, as discussed in closed session. This motion, made by Jay Louder and seconded by Rufus Quintanilla, Passed.
Robert Frost: Absent, Cody Walton: Absent, Jerry Don Black: Yea, Jay Louder: Yea, Bethany Powell: Yea, Rufus Quintanilla: Yea, Greg Welch: Yea
Yea: 5, Nay: 0, Absent: 2

12. **BOARD REQUESTS**
There were no Board Requests made.

13. **ADJOURNMENT**
I move to adjourn the meeting. This motion, made by Jerry Don Black and seconded by Rufus Quintanilla, Passed.
Robert Frost: Absent, Cody Walton: Absent, Jerry Don Black: Yea, Jay Louder: Yea, Bethany Powell: Yea, Rufus Quintanilla: Yea, Greg Welch: Yea
Yea: 5, Nay: 0, Absent: 2
The meeting was adjourned at 8:45 PM.

____
Presiding Officer

____
Board Secretary

BOARD MEETING MINUTES

A Special Called Meeting of the Clyde Consolidated Independent School District Board of Trustees was held on Monday, July 13, 2026 at 6:00 PM in the Clyde Auxiliary Building, 2515 South Access Road West, Clyde, Texas 79510.

ATTENDANCE:

Jerry Don Black:	Present
Robert Frost:	Present
Jay Louder:	Present
Bethany Powell:	Present
Rufus Quintanilla:	Present
Cody Walton:	Present
Greg Welch:	Absent

Present: 6, Absent: 1.

1. **CALL TO ORDER AND ANNOUNCE A QUORUM**
President Robert Frost called the meeting to order at 6:00 PM with a quorum of board members present.

2. **INVOCATION**
The invocation was led by Robert Frost.

3. **PLEDGES OF ALLEGIANCE**
Robert Frost led the pledges of allegiance.

4. **RECOGNITION OF VISITORS/PUBLIC COMMENT**
There were no special recognitions, presentations, or public comments given.

5. **ACTION ITEMS**

5.1. Consideration and Possible Action to Approve the Clyde CISD Employee Health and Supplemental Insurance Plan for the 2026-2027 School Year
I make a motion to approve the Clyde CISD Employee Health and Supplemental Insurance and Benefits Plans for the 2026-2027 School Year. This motion, made by Jerry Don Black and seconded by Rufus Quintanilla, Passed.
Greg Welch: Absent, Jerry Don Black: Yea, Robert Frost: Yea, Jay Louder: Yea, Bethany Powell: Yea, Rufus Quintanilla: Yea, Cody Walton: Yea
Yea: 6, Nay: 0, Absent: 1

5.2. Consideration and Possible Action to Amend the Clyde CISD Compensation Plan for 2026-2027
I make a motion to approve the amendments to the Clyde CISD Compensation Plan for 2026-2027. This motion, made by Jay Louder and seconded by Cody Walton, Passed.
Greg Welch: Absent, Jerry Don Black: Yea, Robert Frost: Yea, Jay Louder: Yea, Bethany Powell: Yea, Rufus Quintanilla: Yea, Cody Walton: Yea
Yea: 6, Nay: 0, Absent: 1

6. **ADJOURNMENT**
I move to adjourn the meeting. This motion, made by Cody Walton and seconded by Rufus Quintanilla, Passed.
Greg Welch: Absent, Jerry Don Black: Yea, Robert Frost: Yea, Jay Louder: Yea, Bethany Powell: Yea, Rufus Quintanilla: Yea, Cody Walton: Yea
Yea: 6, Nay: 0, Absent: 1
The meeting was adjourned at 6:29pm.

____
Presiding Officer

____
Board Secretary

BOARD MEETING MINUTES

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ATTENDANCE:

Jerry Don Black:	Present
Robert Frost:	Absent
Jay Louder:	Present
Bethany Powell:	Present
Rufus Quintanilla:	Present
Cody Walton:	Absent
Greg Welch:	Present

Present: 5, Absent: 2.

1. CALL TO ORDER AND ANNOUNCE A QUORUM

Board Vice President Greg Welch called the meeting to order at 6:00 PM with a quorum of board members present. Superintendent Bryan Allen was also present. Other Clyde CISD personnel in attendance included Rhonda Neal, Kasey Adkins, Jamie Munoz, and Paul McGuire.

2. INVOCATION

The invocation was led by Greg Welch.

3. PLEDGES OF ALLEGIANCE

Greg Welch led the pledges of allegiance.

4. SPECIAL RECOGNITIONS AND PRESENTATIONS

There were no special recognitions or presentations given.

5. RECOGNITION OF VISITORS/PUBLIC COMMENT

No one signed up to speak in an open forum.

6. BUDGET WORKSHOP

Rhonda Neal presented information about the budget.

7. DISCUSSION ITEMS

7.1. Uniform GPA and EIC Local Discussion
Bryan Allen presented information about the current policy, EIC (LOCAL).

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8.3.3. Next Regular Meeting Date: July 27, 2026; 6:00pm at the Clyde Auxiliary Building

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I move to approve the consent agenda, as presented. This motion, made by Jay Louder and seconded by Rufus Quintanilla, Passed.
Robert Frost: Absent, Cody Walton: Absent, Jerry Don Black: Yea, Jay Louder: Yea, Bethany Powell: Yea, Rufus Quintanilla: Yea, Greg Welch: Yea
Yea: 5, Nay: 0, Absent: 2

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10.4. Pursuant to Texas Government Code Section 551.072, Deliberation Regarding Real Property

10.5. Pursuant to Texas Government Code Section 551.076, Deliberation of School Safety and Security Measures and Security Personnel

11. **OPEN SESSION:** Act Upon Items as Discussed in Closed Session (as needed)
The Board returned to Open Session at 8:42 PM.

11.1. Consideration and Possible Action to Ratify Professional Employment Offers
I move that the board ratifies the employment offers made by the superintendent under the temporary hiring authority granted on May 12, 2026. This motion, made by Jerry Don Black and seconded by Rufus Quintanilla, Passed.
Robert Frost: Absent, Cody Walton: Absent, Jerry Don Black: Yea, Jay Louder: Yea, Bethany Powell: Yea, Rufus Quintanilla: Yea, Greg Welch: Yea
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Robert Frost: Absent, Cody Walton: Absent, Jerry Don Black: Yea, Jay Louder: Yea, Bethany Powell: Yea, Rufus Quintanilla: Yea, Greg Welch: Yea
Yea: 5, Nay: 0, Absent: 2

12. **BOARD REQUESTS**
There were no Board Requests made.

13. **ADJOURNMENT**
I move to adjourn the meeting. This motion, made by Jerry Don Black and seconded by Rufus Quintanilla, Passed.
Robert Frost: Absent, Cody Walton: Absent, Jerry Don Black: Yea, Jay Louder: Yea, Bethany Powell: Yea, Rufus Quintanilla: Yea, Greg Welch: Yea
Yea: 5, Nay: 0, Absent: 2
The meeting was adjourned at 8:45 PM.

Robert Frost
Presiding Officer

Bethany Powell
Board Secretary

BOARD MEETING MINUTES

A Special Called Meeting of the Clyde Consolidated Independent School District Board of Trustees was held on Monday, July 13, 2026 at 6:00 PM in the Clyde Auxiliary Building, 2515 South Access Road West, Clyde, Texas 79510.

ATTENDANCE:

Jerry Don Black:	Present
Robert Frost:	Present
Jay Louder:	Present
Bethany Powell:	Present
Rufus Quintanilla:	Present
Cody Walton:	Present
Greg Welch:	Absent

Present: 6, Absent: 1.

1. **CALL TO ORDER AND ANNOUNCE A QUORUM**

President Robert Frost called the meeting to order at 6:00 PM with a quorum of board members present.

2. **INVOCATION**

The invocation was led by Robert Frost.

3. **PLEDGES OF ALLEGIANCE**

Robert Frost led the pledges of allegiance.

4. **RECOGNITION OF VISITORS/PUBLIC COMMENT**

There were no special recognitions, presentations, or public comments given.

5. **ACTION ITEMS**

5.1. Consideration and Possible Action to Approve the Clyde CISD Employee Health and Supplemental Insurance Plan for the 2026-2027 School Year
I make a motion to approve the Clyde CISD Employee Health and Supplemental Insurance and Benefits Plans for the 2026-2027 School Year. This motion, made by Jerry Don Black and seconded by Rufus Quintanilla, Passed.
Greg Welch: Absent, Jerry Don Black: Yea, Robert Frost: Yea, Jay Louder: Yea, Bethany Powell: Yea, Rufus Quintanilla: Yea, Cody Walton: Yea
Yea: 6, Nay: 0, Absent: 1

5.2. Consideration and Possible Action to Amend the Clyde CISD Compensation Plan for 2026-2027
I make a motion to approve the amendments to the Clyde CISD Compensation Plan for 2026-2027. This motion, made by Jay Louder and seconded by Cody Walton, Passed.
Greg Welch: Absent, Jerry Don Black: Yea, Robert Frost: Yea, Jay Louder: Yea, Bethany Powell: Yea, Rufus Quintanilla: Yea, Cody Walton: Yea
Yea: 6, Nay: 0, Absent: 1

6. **ADJOURNMENT**

I move to adjourn the meeting. This motion, made by Cody Walton and seconded by Rufus Quintanilla, Passed.

Greg Welch: Absent, Jerry Don Black: Yea, Robert Frost: Yea, Jay Louder: Yea, Bethany Powell: Yea, Rufus Quintanilla: Yea, Cody Walton: Yea

Yea: 6, Nay: 0, Absent: 1

The meeting was adjourned at 6:29pm.

Robert Frost

Presiding Officer

Bethany Powell

Board Secretary

Clyde Consolidated Independent School District

Business Procedures Manual

Proposed BOARD APPROVAL: JULY 27, 2026

TABLE OF CONTENTS

FORMS

Clyde CISD has many of our forms located on our website www.clydeisd.org. Within the procedure manual, you will also find clickable links to most forms. If you are unable to locate a form, please contact the Central Business Office for further assistance.

GENERAL PROVISIONS

PURPOSE

This manual sets forth the policies and procedures used by Clyde CISD (the District) to provide a comprehensive presentation of standardized procedures that are mandated by state/federal law, board policy, administrative directives and/or good business practices. Compliance with these provisions is **mandatory** for all funds processed through the business office regardless of their source. Conformation with these guidelines will allow prompt and accurate conducting of the District's business affairs in a responsive and progressive manner. Information and procedures specific to activity funds can be referenced in the Activity Fund Manual. Information and procedures specific to child nutrition funds can be referenced in the Child Nutrition Procurement Manual.

The following policies and administrative directives apply to District funds:

BBFA	(Legal) Ethics: Conflict of Interest
BBFB	(Legal) Ethics: Prohibited Practices
BQ	(Local) Planning and Decision-Making Process
BQA	(Local) Planning and Decision-Making Process: District-Level
BQB	(Local) Planning and Decision-Making Process: Campus-Level
CAA	(Local) Fiscal Management Goals and Objectives: Financial Ethics
CCA	(Legal) Local Revenue Sources: Bond Issues
CDA	(Local) Other Revenues: Investments
CDC	(Legal) Gifts and Solicitations
CE	(Legal) Annual Operating Budget
CFB	(Local) Accounting Inventories
CFD	(Local) Activity Funds Management
CH	(Legal, Local) Purchasing and Acquisition
CHE	(Legal) Purchasing and Acquisition: Vendor Relations
CHF	(Legal) Purchasing and Acquisition: Payment Procedures
CMD	(Legal, Local) Equipment and Supplies Management: Instructional Materials Care and Accounting
CQ	(Legal, Local) Electronic Communication and Data Management
CV	(Local) Facilities Construction
DBD	(Legal, Local) Employment Requirements and Restrictions: Conflict of Interest
DBE	(Legal) Employment Requirements and Restrictions: Nepotism
DEE	(Legal, Local) Compensation and Benefits: Expense Reimbursement
DH	(Exhibit) Employee Standards of Conduct
DK	(Local) Assignment and Schedules
DMD	(Local) Professional Development: Professional Meetings and Visitations
EHBD	(Local, Legal) Special Programs: Federal Title I
FM	(Legal, Local) Student Activities
FP	(Legal, Local) Student Fees, Fines and Charges
GKB	(Local) Community Relations: Advertising and Fundraising in the Schools
GKD	(Local) Community Relations: Non-school Use of School Facilities

GKDA (Local) Non-school Use of School Facilities: Distribution of Non-school Literature

FRAUD, WASTE AND ABUSE OF PUBLIC FUNDS

The District prohibits fraud and financial impropriety, as defined below, in the actions of its Board of Trustees, CFO/Principal/Asst Principals, employees, vendors, contractors, consultants, volunteers, and others seeking or maintaining a business relationship with the District as found in Board Policy CAA (LOCAL).

DEFINITION

- Fraud and financial impropriety shall include but not be limited to:
- Forgery or unauthorized alteration of any document or account belonging to the CISD
- Forgery or unauthorized alteration of a check, bank draft, or any other financial document
- Misappropriation of funds, securities, supplies, or other CISD assets, including employee time
- Impropriety in the handling of money or reporting of CISD financial transactions
- Profiteering as a result of insider knowledge of CISD information or activities
- Unauthorized disclosure of confidential or proprietary information to outside parties
- Unauthorized disclosure of investment activities engaged in or contemplated by the CISD.
- Accepting or seeking anything of material value from contractors, vendors, or other persons providing services or materials to the CISD, except as otherwise provided
- Inappropriately destroying, removing, or using records, furniture, fixtures, or equipment
- Failing to provide financial records required by state or local entities
- Failing to disclose conflicts of interest as required by law or CISD policy
- Any other dishonest act regarding the finances of the CISD

FINANCIAL CONTROLS AND OVERSIGHT

Each employee who supervises or prepares the District's financial reports or transactions shall set an example of honest and ethical behavior and shall actively monitor his or her area of responsibility for fraud and financial impropriety.

FRAUD PREVENTION

The Superintendent or designee shall maintain a system of internal controls to deter and monitor for fraud or financial impropriety in the District.

REPORTS

Any person who suspects fraud or financial impropriety in the District shall report the suspicions immediately to any supervisor, the Superintendent or designee, the Board Chair, or local law enforcement.

Reports of suspected fraud or financial impropriety shall be treated as confidential to the extent permitted by law. Limited disclosure may be necessary to complete a full investigation or to comply with law. All employees involved in an investigation shall be advised to keep information about the investigation confidential.

PROTECTION FROM RETALIATION

Neither the Board nor any District employee shall unlawfully retaliate against a person who in good faith reports perceived fraud or financial impropriety.

FRAUD INVESTIGATIONS

In coordination with legal counsel and other internal or external departments or agencies, as appropriate, the Superintendent, Board Chair, or a designee shall promptly investigate reports of potential fraud or financial impropriety.

RESPONSE

If an investigation substantiates a report of fraud or financial impropriety, the Superintendent or designee shall promptly inform the Board of the report, the investigation, and any responsive action taken or recommended by the administration.

If an employee is found to have committed fraud or financial impropriety, the Superintendent or designee shall take or recommend appropriate disciplinary action, which may include termination of employment. If a contractor or vendor is found to have committed fraud or financial impropriety, the Superintendent shall take appropriate action, which may include cancellation of the Districts' relationship with the contractor or vendor.

When circumstances warrant, the Board, Superintendent, or designee may refer matters to appropriate law enforcement or regulatory authorities. In cases involving monetary loss to the District, the District may seek to recover lost or misappropriated funds.

The final disposition of the matter and any decision to file a criminal complaint or to refer the matter to the appropriate law enforcement or regulatory agency for independent investigation shall be made in consultation with legal counsel.

ANALYSIS OF FRAUD

After any investigation substantiates a report of fraud or financial impropriety, the Superintendent or designee shall analyze conditions or factors that may have contributed to the fraudulent or improper activity. The Superintendent or designee shall ensure that appropriate administrative procedures are developed and implemented to prevent future misconduct.

CODE OF ETHICS

Substantial state and federal requirements exist pertaining to standards of conduct and conflict of interest. It is the intent of the District for all employees, officers, or agents to conduct all activities associated with procurements in compliance with the highest ethical standards, including the avoidance of any *real or perceived conflict of interest*. It is also the intent of the District to impose appropriate sanctions or disciplinary actions, including but not limited to termination and/or prosecution, for any employees or officers who violate any of these requirements.

STATE REQUIREMENTS

According to *The Handbook on Purchasing for Texas Public Schools, Junior Colleges and Community Colleges* (Module 5 of FASRG,), it is a serious breach of the public trust to subvert the public purchasing process by directing purchases to certain favored vendors, or to tamper with the purchasing process, whether it is done for kickbacks, friendship or any other reason. State law relating to violation of purchasing requirements imposes upon violators certain criminal penalties, which are found in *Section 44.032, Texas Education Code, and Chapter 271.029, Local Government Code*.

The following common standards of ethics shall govern the conduct of District employees involved in the purchasing function:

1. It is a breach of ethics to attempt to realize personal gain through public employment with a school district by any conduct inconsistent with the proper discharge of the employee's duties.

2. It is a breach of ethics to attempt to influence any public employee of a school district to breach the standards of ethical conduct set forth in this code.

3. It is a breach of ethics for any employee of a school district to participate directly or indirectly in a procurement when the employee knows that:

    - The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement;
    - A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement; or
    - Any other person, business or organization with whom the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

4. **Gratuities**: It is a breach of ethics to offer, give or agree to give any employee or former employee of a school district, or for any employee or former employee of a school district to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government. Acceptance of gratuities may be construed as a criminal offense.

    In addition, Texas law makes a gift (an item valued at $50 or more, cash of any amount, or a negotiable instrument of any value) to a public employee a Class A misdemeanor if the employee is someone who exercises some influence in the purchasing process of the governmental body. (*Texas Penal Code*, 36.09[d] and [h]).

5. **Kickbacks**: It is a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract of a school district, or any person associated therewith, as an inducement for the award of a subcontract or order.

6. **Contract Clause**: The prohibition against gratuities and kickbacks prescribed above should be conspicuously set forth in every contract and solicitation therefore.

7. It is a breach of ethics for any employee or former employee of a school district knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person.

FEDERAL REQUIREMENTS

In addition to the state requirements pertaining to standards of conduct and avoiding conflict of interest, in accordance with 2 C.F.R. § 200.318(c)(1), the District's standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of federal contracts include the following federal standards.

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other
interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of the District may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts, unless the gift is an unsolicited item of nominal value. (See state requirements above pertaining to defining "nominal value.")

REQUIREMENTS TO AVOID CONFLICT OF INTEREST IN CONDUCTING BUSINESS

If a school board member or officer of the district has a substantial interest in a business entity or real property, he or she must:

- file an affidavit stating the nature and extent of the interest before voting or deciding on any action that would have an economic effect on the business entity or the value of the property that is not the same as the effect on the public and •abstain from participating in the vote or decision.

The affidavit must:

- disclose the full nature and extent of the school official's interest and
- be filed with the official record keeper of the district.

When voting on a budget for the school district, the school board must take a separate vote on any item in the budget related to a contract with a business entity with which a board member has a substantial interest, and the affected board member must not participate in the vote. However, the board member may vote on a final budget if:

- he or she has followed the requirements for disclosure and abstention from voting and
- the issue in which the member has an interest has been resolved.

If the majority school board members are required to file an affidavit disclosing similar interests in a business entity or real property matter, and they do so, then they are not required to abstain from a vote or decision about the matter.

REQUIREMENTS TO AVOID CONFLICT OF INTEREST IN INVESTING

Under the PFIA,39 a school board may decide to invest funds that the school district owns or controls.

The board must adopt a written investment policy that emphasizes safety of principal and includes the types of investments allowed, among other provisions specified in law. The written policy must be presented to any person or business entity that offers to enter into an investment transaction with the district.

The person or business entity must execute a written statement acknowledging that the person or entity:

- has received and reviewed the policy and
- has implemented controls to preclude any transactions that are not authorized by the policy.

No investment authorized in the investment policy may be obtained from any person or business entity that has not delivered this written statement to the district.

The board must designate one or more officers of the district as an investment officer to be responsible for implementing the investment policy. But the board retains the ultimate fiduciary responsibility for the funds of the district. If the investment officer of the district has a personal business relationship with a business entity that proposes to enter into an investment transaction with the district, the investment officer must disclose that relationship in a written statement and file the statement with:

- the school board and
- the Texas Ethics Commission.

The investment officer has a personal business relationship with a person or business entity if he or she:

- is related within the second degree by consanguinity or affinity to a person seeking to sell an investment to the school district (for information on determining degrees of consanguinity and affinity, see Determining Kinship by Consanguinity and Affinity);
- owns 10 percent or more of the voting stock or shares of the business entity;
- owns $5,000 or more of the fair market value of the business entity;
- received funds from the business entity that were more than 10 percent of his or her gross income for the previous year; or
- received investments during the previous year with a book value of $2,500 or more for his or her personal account.

The district may include a provision in its investment policy that any transaction is unsuitable if it is authorized by an investment officer who has a personal business relationship with the person or business entity offering an investment.

The district, in conjunction with its annual financial audit, must perform a compliance audit on

- management controls on investments and
- adherence to the district's investment policy.

Purchases funded with federal grant funds must adhere to regulations found under 2 CFR, §200, which explains uniform administrative requirements for federal awards.
In accordance with 2 CFR §200.112, federal grant recipients must disclose any potential conflict of interest concerning the expenditure of federal grant funds. Grant recipients must disclose the conflict of interest by completing the Conflict of Interest Disclosure form located on the Request for Prior Approval, Disclosure, and Justification Forms web page on the TEA website.

Purchases made with federal funds are reviewed for compliance with regulations under 2 CFR §200. School districts are required to retain all backup documentation, such as bids, quotes, and cost/price analyses, conflict of interest disclosures, as well as any other additional information as required by the grant.

For additional conflict of interest regulations concerning federal awards, see •2 CFR §200.113, and •2 CFR §200.318.

OTHER CONFLICT OF INTEREST DISCLOSURE REQUIREMENTS

In addition to the requirements outlined above, in 2015, the Texas Legislature adopted House Bill (HB) 1295, which added TGC, §2252.908. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The law applies only to a contract of a governmental entity or state agency that either:

- requires an action or vote by the governing body of the entity or agency before the contract may be signed or has a value of at least $1 million.

The law required the Texas Ethics Commission to adopt rules necessary to implement that law, prescribe the disclosure of interested parties' forms, and post a copy of the form on the commission's website. The Texas Ethics Commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The Texas Ethics Commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law.

DISCIPLINARY ACTIONS

The District will impose appropriate sanctions or disciplinary actions, including but not limited to termination and/or prosecution, for any employee or officer who violates any of these requirements related to standards of conduct and conflict of interest. 2 CFR § 200.318(c)(1)

MANDATORY DISCLOSURE

Upon discovery of any potential conflict, the District will disclose in writing the potential conflict to TEA or other federal awarding agency in accordance with applicable TEA or other federal awarding agency policy. 2 CFR § 200.112.

In addition, the District will disclose, in a timely manner, in writing to TEA or other federal awarding agency, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. 2 CFR § 200.113. Failure to make required disclosures can result in any of the remedies described in 2 CFR § 200.339, Remedies for Noncompliance, including Debarment and Suspension.

TEA Complaints and Investigations

CONFLICT OF INTEREST

This procedure applies to District's Board, Staff, and Vendors shall abide by a code of ethics as cited in 2 CFR § 200.318(c)(1), FASRG 1.1.8.2, Texas State Law and TPASS Rule (34 Texas Administrative Code 20.41).

District Employees May Not:

- Participate in any purchasing knowing that the employee, or member of that employee's immediate family, has an actual or potential financial interest in the purchasing including, but not limited to, prospective employment. The term "participate" includes, but not limited to, decision making, approval, denial, recommendation, giving advice, investigation or similar action.
- Solicit or accept anything of value from an actual or potential vendor.
- Be employed by, or agree to work for, a vendor or potential vendor.
- Knowingly disclose confidential information for personal gain.

A former employee who ceases service or employment with the District on or after January 1, 1992, may not represent any person or receive compensation for services rendered on behalf of any person regarding a particular matter in which the former employee participated during the period of employment, either through personal involvement or because the case or proceeding was a matter within the employee's official responsibility. (Texas Government Code 572.054)

A vendor or potential vendor may not offer, give, or agree to give a District employee anything of value.

If a violation occurs:
- The person(s) involved shall promptly file a written statement concerning the matter with an appropriate supervisor.
- A person may also request written instructions for disposition of the matter.

If an actual violation occurs or is not disclosed and remedied:
- The employee involved may be reprimanded, suspended, or dismissed.
- The vendor may be barred from receiving future purchases and/or have any existing purchase canceled.

Under law, employees and Board Members of the District can have any ethics question reviewed and decided by the Texas Ethics Commission.

All District employees, Board Members, and Vendors must sign a Conflict of Interest Questionnaire.

TECHNOLOGY PURCHASE PRIOR APPROVAL PROCEDURE

SYSTEM OF RECORD & WHERE IT APPLIES
Ascender. All staff requesting the purchase of technology equipment, software, subscriptions, or technology-related services

PURPOSE
To ensure documented prior approval, funding compliance, and proper workflow routing before technology purchases are made.

INITIATING THE PURCHASE
- The employee (requestor) creates a **Purchase Requisition (PR)** in Ascender.
- The requestor must:
  - Select the **correct account code** that will fund the purchase.
  - Provide a **clear description** of the technology item or service.
  - Attach or retain supporting documentation, which may include:
    - Vendor quote(s)
    - Product specifications
    - Contract or subscription terms (if applicable)

        - Any required sole source or justification documentation
    - Additional documentation may be attached to the Purchase Requisition in Ascender.

WORKFLOW ROUTING BASED ON ACCOUNT CODE

- Ascender automatically routes the Purchase Requisition through the appropriate approval workflow based on the **account code** used.
- Typical approval routing will include:
        - Campus or Department Administrator
        - Program/Fund Manager (if grant or special funds are used)
        - Business Office as required by funding source
    - This routing serves as **documented prior approval** tied directly to the funding source.

BUSINESS OFFICE REVIEW

- Once routed to the School Business Office:
    - The Business Office will:
        - Reviews contracts or terms of service
        - Requests additional quotes to meet procurement standards
        - Confirms compliance with district procurement rules
        - The Technology Department may then be asked to review the request

TECHNOLOGY DEPARTMENT REVIEW

- Once routed to the Technology Department:
    - The Technology Department may be asked to review the request for:
        - Technical compatibility with district systems
        - Security and data privacy considerations
        - Standardization with district-supported platforms
        - Infrastructure impact (network, licensing, support, etc.)

CONVERSION TO PURCHASE ORDER

- After all required approvals are completed, the Purchase Requisition is converted into a **Purchase Order (PO)** by the Business Office.
- The PO represents official authorization to proceed with the purchase.

NOTIFICATION TO TECHNOLOGY LEADERSHIP

- Upon PO creation, the **Accounts Payable Clerk** emails a copy of the PO to the **Chief Technology Officer (CTO)** if needed.
    - This step ensures:
        - Central visibility of all technology-related expenditures
        - Budget tracking for technology initiatives
        - Oversight for compliance and asset planning

COMPLIANCE AND PRIOR APPROVAL

- This workflow satisfies prior approval requirements by ensuring that:
  - Approval occurs **before** the purchase is made
  - The funding source determines the required level of review
  - The Technology Department verifies technical and regulatory compliance
  - Documentation is maintained within Ascender as the **official audit record**

RECORDS RETENTION

- All approvals, quotes, contracts, and supporting documentation must remain attached to the Purchase Requisition/PO record in Ascender in accordance with district records retention policies.

FISCAL MANAGEMENT

OVERVIEW

Federal regulations require grantees to use fiscal control and fund accounting procedures that insure proper disbursement of and accounting for federal funds (34 CFR 76.702 and 2 CFR 200.302). Implementing and maintaining a proper accounting system is a fiduciary responsibility associated with receiving a federal award. The acceptance of an award creates a legal duty on the part of the District to use the funds or property made available under the award in accordance with the terms and conditions of the grant. The approved grant application itself constitutes an accounting document in that it establishes the purpose and amount of the awarding agency's obligation to the grantee. In turn, it establishes a commitment by the District to perform and expend funds in accordance with the approved grant agreement and the applicable laws, regulations, rules, and guidelines. 2 CFR § 200.300

The District maintains a proper financial management system in order to receive both direct and state-administered grants and to expend funds associated with a grant award. Certain fiscal controls and procedures are in place to ensure that all federal financial management system requirements are met. Failure by the District to meet a requirement may result in return of funds or termination of the award.

Financial management requirements for Texas school districts are established through a pyramid consisting of

- federal regulations
- *Texas Education Code* (TEC)
- *Texas Administrative Code* (TAC), Title 19
- TEA's *Financial Accountability System Resource Guide* (FASRG)

TEXAS LAW AND RULE

TEC, Section 44.007 requires the State Board of Education (SBOE) to establish a mandatory fiscal accounting system with which all school districts, CISDs, and open-enrollment charter schools in Texas must comply. TEC further requires each school district and open-enrollment charter school to adopt and install a standard accounting system that conforms with generally accepted accounting principles (GAAP) and that meets the minimum requirements prescribed by the commissioner of education. It also requires these entities to maintain records of all revenues and expenditures.

Title 19 of the *Texas Administrative Code* (19 TAC), Chapter 109, establishes the SBOE rule for school district budgeting, accounting, and financial reporting. The detailed requirements of the financial accounting system adopted by the SBOE are published in TEA's FASRG (*Financial Accountability System Resource Guide*), adopted and incorporated by reference as TEA's official rule.

FASRG currently consists of the following 6 modules:

- Module 1 – Financial Accounting & Reporting (FAR) and FAR Appendices
- Module 2 – Special Supplement-Charter Schools
- Module 3 – Special Supplement- Non-profit Charter Schools Chart of Accounts
- Module 4 – Auditing
- Module 5 – Purchasing
- Module 6 – State Compensatory Education, Guidelines, Financial Treatment, and an Auditing and Reporting System

FINANCIAL MANAGEMENT STANDARDS

The federal standards for financial management systems are found at 2 CFR § 200.302. The mandatory accounting requirements established by TEA in the *Financial Accountability System Resource Guide* (FASRG) conform to these federal financial management standards. Therefore, in accordance with federal regulations, the District's financial management system, including records documenting compliance with federal statutes, regulations, and the terms and conditions of the award, is sufficient to permit:

- the preparation of reports required by general and program-specific terms and conditions; and
- the tracing of funds to a level of expenditures adequate to establish that funds have been used according to the federal statutes, regulations, and the terms and conditions of the federal award.

The District complies with the required federal standards for financial management systems by complying with the minimum budgeting, accounting, auditing, and reporting requirements established in TEA's Financial Accountability System Resource Guide (FASRG)*Module 1* of the FASRG. Based on generally accepted accounting principles, FAR details a mandatory account code structure which all school districts, CISDs, and open-enrollment charter schools must use in accounting for all funds received and expended, including state and local funds and federal grant funds.

FAR establishes uniformity in governmental accounting and specifies a *mandatory* account code structure consisting of a minimum of 15 digits, plus 5 digits used at local option (for a total of 20 possible digits). For each accounting transaction, the minimum 15-digit account code structure consists of a *fund code, function code, object code, organization code, fiscal year code, and program intent code*, each serving a different purpose in designating the use of funds, campus served, and student population served.

The mandatory account code structure begins with a 3-digit fund code, which designates the funding source, e.g., the general fund, food service fund, a specific grant (referred to as a *special revenue code*), etc. A different 3-digit fund code is provided for fiscal agents of a shared services arrangement (SSA).

Each accounting transaction recorded in the general ledger must begin with the 3-digit fund code (*net asset code* for nonprofit open-enrollment charter schools). For example, the 3-digit fund code for Title I, Part A is 211. The budget and all revenues and expenditures for Title I, Part A must be recorded in the accounting records using this specific fund code.

Additionally, 2 CFR § 76.760(b) authorizes grantees to use more than one program to support an activity if the grantee has an accounting system that permits the identification of costs paid for under each program. The fund accounting system in FAR accommodates this requirement.

IDENTIFICATION OF ALL FEDERAL AWARDS

The District identifies, in its accounts, all federal awards received and expended and the federal programs under which they were received. Federal program and award identification include, as applicable, the Catalog of Federal Domestic Assistance (CFDA) title and number, federal award identification number and year, name of the federal agency, and, if applicable, name of the pass-through entity. Upon receipt of each grant award, the District obtains the required information from TEA's Notice of Grant Award (NOGA) or other awarding agency's Grant Award Notification (GAN) and enters the information in the general ledger using the assigned 3-digit fund code.

FINANCIAL REPORTING

Accountability is the paramount objective of financial reporting. Accurate, current, and complete disclosure of the financial results of each federal award or program is made in accordance with the financial reporting requirements set forth in 2 CFR § 200. .328 and in EDGAR. The District collects and reports financial information with the frequency required in the terms and conditions of the award and monitors its activities under federal awards to assure compliance with applicable federal requirements.

ACCOUNTING RECORDS

The District maintains records which adequately identify the source and application (i.e., use) of funds provided for federally-assisted activities. In accordance with federal regulations, these records contain information pertaining to grant or sub-grant awards, authorizations, obligations, unobligated balances, assets, expenditures, income, and interest. All transactions are supported by source documentation (i.e., purchase orders/requisitions, invoices, receipts, travel vouchers, time-and-effort documentation and employee salary records, copies of checks, etc.).

The accounting system mandated in FAR conforms to generally accepted accounting principles (GAAP). The accounting structure is organized and operated on a fund basis and is organization-wide covering all funds. The District uses the 3-digit fund code specified in FAR for each grant received to identify the source of funds. The use of funds is identified by using the required function code, object code, organization code, program intent code, and fiscal year code specified in FAR.
The District uses the minimum 15-digit account code structure mandated in FAR to record all revenues, encumbrances, and expenditures.

INTERNAL CONTROLS

Effective control and accountability must be established and maintained for all funds, real property (i.e., land and buildings), personal property, and other assets. The District must adequately safeguard all such property and must assure that it is used solely for authorized purposes.
Internal controls are tools (i.e., policies, procedures, best practices, and activities) to help program and financial managers achieve results and safeguard the integrity of their program. The District's internal controls are in compliance with guidance in the *Standards for Internal Control in the Federal Government* (the Green Book) issued by the Comptroller General of the United States and the *Internal Control Integrated Framework*, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO), and are designed to provide *effective and efficient operations* based on demonstration of the following principles:

- A commitment to integrity and ethical values
- Independent oversight over the development and performance of internal controls
- Clearly defined organizational structure, clear reporting lines, and appropriate authorities
- A commitment to attract, develop, and retain competent individuals, and
- Maintaining a level of competence that allows personnel to accomplish their assigned duties and holding individuals accountable

In accordance with 2 CFR § 200.303, "internal controls" means a process implemented by the District to provide reasonable assurance regarding the achievement of objectives in the following categories:

(a) Effectiveness and efficiency of operations
(b) Reliability of reporting for internal and external use, and
(c) Compliance with applicable laws and regulations

"Internal control over compliance requirements for federal awards" means a process implemented by the District designed to provide reasonable assurance regarding the achievement of the following objectives for federal awards:

- Transactions are properly recorded and accounted for in order to
  - Permit the preparation of reliable financial statements and federal reports.
  - Maintain accountability over assets.
  - Demonstrate compliance with statutes, regulations, and the terms and conditions of the award.

- Transactions are executed in compliance with
    - laws, regulations, and the terms and conditions of the award that could have a direct and material effect on a federal program
    - any other statutes and regulations that are identified in the Audit Compliance Supplement
- Funds, property, and other assets are safeguarded against loss and from unauthorized use or disposition.

To accomplish these objectives, the District:

- develops and maintains policies, procedures, and effective practices to ensure federal funds are properly administered and spent and federal property is safeguarded against loss and from unauthorized use or disposition. The District also ensures all employees who deal with federal funds are aware of the policies and procedures and are properly trained in the use of them
- ensures employees comply by regularly and frequently evaluating and monitoring their compliance with the policies and procedures, statutes, regulations, and the terms and conditions of the award
- takes prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings, and taking the appropriate disciplinary action for employees who do not comply, and
- takes reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.

The District uses the following, at least in part, to determine if internal controls are effective:

- Only valid or authorized transactions are processed.
- Transactions occurred during the grant period and were processed timely.
- No proper transactions were omitted from the accounting records.
- Transactions are calculated using an appropriate methodology.
- Transactions appear reasonable relative to other data.
- Property (including supplies and equipment) is tracked and used only for authorized purposes.
- Property is properly disposed of.

DISTRICT FISCAL YEAR

Clyde CISD fiscal year is September 1 thru August 31st

DEPOSITORY CONTRACT

First Financial Bank
09/01/2025-08/31/2027

INVESTMENT OF PUBLIC FUNDS

CLYDE CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2024-25 INVESTMENT STRATEGY PLAN

INVESTMENT STRATEGY OBJECTIVES

Each authorized investment of investment strategy considered for investment of Clyde CISD must be evaluated under the following priorities in order of importance:

1. Understanding of the suitability to the investment to the financial requirements of the ISD;
2. Preservation and safety of principal;
3. Liquidity;
4. Marketability of the investment if the investment needs to be liquidated before maturity;
5. Diversification of the investment portfolio; and
6. Yield.

PERMITTED INVESTMENT TYPES / APPROVED INSTRUMENTS

In accordance with Board Policy CDA (Legal and Local), the Board shall permit investments of the Clyde CISD funds only in the following investment types, or instruments:

1. Obligations of, or guaranteed by, governmental entities as permitted by Government Code 2256.009.
2. Certificates of deposit and share certificates as permitted by Government Code 2256.010.
3. Fully collateralized repurchase agreements permitted by Government Code 2256.011.
4. A securities lending program as permitted by Government Code 2256.0115.
5. Banker's acceptances as permitted by Government Code 2256.012.
6. Commercial paper as permitted by Government Code 2256.013.
7. No-load mutual funds, except for bond proceeds, and no-load money market mutual funds, as permitted by Government Code 2256.014.
8. A guaranteed investment contract as an investment vehicle for bond proceeds, provided it meets the criteria and eligibility requirements established by Government Code 2256.015.
9. Public funds investment pools as permitted by Government Code 2256.016

PROCEDURES TO BE FOLLOWED FOR INVESTMENT OF ISD FUNDS

The Clyde CISD investment strategy will follow all procedures contained in Board Policy CDA (Legal and Local).

ANNUAL REVIEW OF THE INVESTMENT POLICY AND THE INVESTMENT STRATEGY

The investment policy and the investment strategy shall be reviewed not less than annually. The Board shall cause to be recorded in the board minutes that it has reviewed the investment policy and the investment strategy. Any changes to either document shall be noted in the minutes. Recommendations that might enhance the investment program or proposals for new investments for the ensuing year will also be noted in the minutes.

QUARTERLY REPORTING OF INVESTMENTS TO THE BOARD

Not less than quarterly, the investment officer shall prepare, or cause to be prepared, and submit to the Board a written report of Investment transactions for all funds for the preceding reporting period. The report must:

1. Contain a detailed description of the investment position of the ISD on the date of the report;
2. Be prepared jointly and signed by all ISD investment officers;
3. Include a statement of beginning market value for the period; additions and changes to the market value during the period; ending market value for the period; and fully accrued interest for the reporting period.
4. State the book value and market value of each separately invested asset at the beginning and end of the reporting period by the type of asset and fund type invested.
5. State the maturity date of each separately invested asset that has a maturity date.
6. State the account or fund or pooled group fund in the ISD for which any new investment was acquired.
7. State the compliance of the investment portfolio of the ISD as it relates to the ISDs investment strategy expressed in the ISD investment policy and investment plan.

INTERNAL CONTROLS AND SAFEKEEPING AND CUSTODY

A system in internal controls shall be established and documented in writing and must include specific procedures designating who has authority to withdraw funds. Also, they shall be designed to protect against losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the CISD. Controls include:

1. Separation of transaction authority from accounting and record keeping and electronic transfer of funds.
2. Avoidance of collusion.
3. Custodial safekeeping.
4. Clear delegation of authority.
5. Written confirmation of telephone or online transactions.
6. Documentation of dealer questionnaires, quotations and bids, evaluations, transactions and rationale.
7. Avoidance of bearer - form securities.

These controls shall be reviewed annually by the Clyde CISD independent auditing firm.

CASH FLOW FORECASTING TO DETERMINE FUNDS AVAILABLE FOR INVESTMENT

Annual CISD activities create a pattern by which cash balances and conditions for operating may be predicted. School districts' payment history for participation in cooperatives and shared service

arrangements along with the routine filing of expenditure reports for the flow of state and federal funds are indicative of activities that assist in determining cash flow, as well as what funds are available for investing and the ladders of maturity that must be established within the investment portfolio.
Grants that typically flow on a reimbursements basis are drawn down at least quarterly. As one fiscal year ends and another begins, cash flow diminishes, causing balances to decline from May/June through September. Final grant payments are sometimes held until final reports are completed, filed, and processed during closeout. As new grants begin, initial payments sometimes lag at the same time that local cooperatives are beginning operation and have not yet been billed for services.

FINDINGS

The most critical time for cash reserves to be liquid occurs in August and September each year due to declines in cash balances. Quarterly billing creates an ebb and flow of cash; however, grant closeouts during the August/September period will continue to drive a need for liquidity during this period. Additionally, the delayed release of grant applications through the TEA creates a delay in reimbursements, creating a need for cash flow during the early months of the fiscal year.

CURRENT CLYDE CISD FUND BALANCE

Current audited fund balance as of August 31, 2025 is $8,686,404 which is a decrease of $199,530 over the prior year.
This is reflected by the following Board designations:

FINDINGS CURRENT CLYDE CISD INVESTMENTS

As of August 31, 2025, the ISD has invested in the Texas-Range Investment Pool, TEXStar, and TexStar-LOGIC.

INVESTMENT STRATEGY

All funds of Clyde CISD are invested first and foremost with the principles of safety, liquidity, and yield in mind in that order. For General Operating funds, interest rates and cash balances are monitored closely so all idle cash is earning the highest possible given cash flow needs throughout the year.

CASH MANAGEMENT

REPORTING EXPENDITURES

The *General Provisions and Assurances* that accompany every grant application funded by or through TEA contains an assurance that grantees agree to comply with expenditure reporting requirements. The District will submit expenditure reports in the time and manner requested by TEA.

TEA requires that districts and other grantees use a standard format for reporting expenditures for grants funded through TEA. Reports are submitted electronically through the automated Expenditure Reporting (ER) system by class/object code. The *Program Guidelines* for each RFA published by TEA and/or the *Critical Events* calendar provided on the TEA Grant Opportunities page for a specific program identify the required expenditure reporting dates. However, even though dates for submitting interim expenditure reports may not be specified, the District will submit expenditure reports more frequently, such as monthly, to indicate that grant activities and expenditures are occurring as planned and there are no major delays in the project.

Final expenditure reports are generally due 30 days after the ending date of the grant. If the grant program has a cost share or matching funds requirement, the District must also report the total cost share or matching funds in ER.

Each District employee who reports and/or certifies expenditures in TEA Login (TEAL) is required to have a TEAL (TEA Secure Environment) username and password to access The District reports cumulative expenditures to date in ER, and the system automatically calculates the amount already paid to the District and the amount owed and generates a payment to the District.

When filing interim reports, the District will only report actual expenditures, and any expenditures that will be paid out within three business days once payment is received by the District. In addition, the District will comply with the cash management procedures described in *II. Financial Management System, H. Federal Cash Management Policy/Procedures* of this manual.

Designated Business Staff in the District's Business Office submits the reports in ER. Each report is certified by the Chief Financial Officer, an authorized official who attests that expenditures are true and correct. Effective July 1, 2015, the fiscal reports requesting payment will include a certification signed/certified by an official who is authorized to legally bind the District. 2 CFR § 200.415. The certification reads as follows:

> "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, or false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

See *II. Financial Management System, H. Federal Cash Management Policy/Procedures* in this manual for more information on requesting grant payments and the "three-day rule," as well as the calculation of interest earned on funds not paid out upon receipt.

The ER system automatically rejects expenditure reports if:

- The District is claiming expenditures in a class/object code not budgeted in the application.
- The total amount reported exceeds the total amount awarded.

TEA (or other agency administering the grant on behalf of TEA) reserves the right to require supporting documentation (such as an accounting ledger) that lists the individual expenditures by object code, as well as invoices, receipts, travel vouchers, and other expenditure documents for expenditures at any time during or after the grant period for as long as the records are retained according to requirements for record retention. The District will be required to reimburse all expenditures that are unsupported by appropriate documentation or found to be unallowable under the grant. Depending upon the severity of noncompliance with allowable cost principles, additional sanctions may be imposed, up to and including termination of the grant and refund of all unallowable costs.

In addition, failure to submit the expenditure reports according to the required reporting dates could cause the grantee to be identified as high risk and could result in additional sanctions. (See *Part VIII. Monitoring, B. TEA Monitoring, Identification as a High-Risk Grantee* in this manual.)

GRANTS FROM OTHER AWARDING AGENCIES

The District will submit expenditure reports to other awarding agencies in the time and manner requested by the agency. The District will comply with the cash management procedures described in the following section.

FEDERAL CASH MANAGEMENT POLICY/PROCEDURES

Generally, grantees receiving state and federal grants from TEA receive payment from TEA by reporting cumulative expenditures (by class/object code) and requesting payment in TEA's electronic Expenditure Reporting (ER) system. Specific expenditure reporting requirements are provided in TEA's General and Fiscal Guidelines that accompany each *Request for Application* (RFA) from TEA. These guidelines are updated regularly and must be consulted on a regular basis.

Payments through ER are deposited into the District's depository bank by the state comptroller's office within six to seven business days of the payment request (provided TEA receives any supporting documentation requested in a timely manner and there are no other complications with the automated system).

Two methods of payment are provided in federal regulations: *advance* and *reimbursement*. The District uses the reimbursement method for requesting grant payments from TEA and other awarding agencies

The District ensures that it requests payment only for obligations incurred during the grant period and for goods and services that have been actually received. The District also verifies that it is not requesting payment for any costs that cannot be satisfactorily documented with appropriate source documentation.

REIMBURSEMENT METHOD

Under the reimbursement method, the District initially charges federal grant expenditures to nonfederal funds and makes appropriate journal entries to charge the federal grant once payment is received. All reimbursements are based on actual disbursements (i.e., payments already made), not on obligations.

The District CFO will request reimbursement for actual expenditures incurred under the federal grants as needed or as specified by TEA or other awarding agency through TEA's ER System (described above) or through other awarding agency's system, such as the Department of Education's G5 system, for direct grants. When using this method, the District will only request *reimbursement* for funds actually already paid out.

Reimbursements of *actual expenditures* do not require interest calculations as detailed in the *Advance Method* section.

CASH REQUEST

Funds will be requested for expenditures that have been recorded. The District will not request advance payments.

- A summary general ledger is printed to show the assets, liabilities, revenues and expenditures for each fund.
- The cash to request is determined by adding the expenditures and indirect cost, if any, and subtracting any accruals.
- Each grant is reported separately to either the State or Federal Government.

COMPLIANCE WITH CASH MANAGEMENT REQUIREMENTS

Pursuant to the provisions of 2 CFR § 200.339, grantees that fail to comply with cash management requirements, including the repayment of interest earned, may be subject to the following special conditions or enforcement actions:

- Identification as a high-risk grantee, pursuant to the provisions of 2 CFR § 3474.10 and 2 CFR § 200.206, which may involve the imposition of special conditions and being placed on reimbursement basis only (District would not be able to draw down its own funds in the ER system without first submitting supporting documentation for expenditures)
- Temporarily withholding cash payments pending correction of the deficiency
- Disallowing all or part of a cost not in compliance
- Suspension or termination of the award
- Withholding further awards for future grants from TEA
- Debarment or suspension from receiving any future federal funds from any entity
- Other remedies that may be legally available

COST SHARING OR MATCHING

Under Federal research proposals, voluntary committed cost sharing is not expected. It cannot be used as a factor during the merit review of applications or proposals, but may be considered if it is both in accordance with Federal awarding agency regulations and specified in a notice of funding opportunity. Criteria for considering voluntary committed cost sharing and any other program policy factors that may be used to determine who may receive a Federal award must be explicitly described in the notice of funding opportunity. See also §§ 200.414 and 200.204 and appendix I to this part.

For all Federal awards, any shared costs or matching funds and all contributions, including cash and third-party in-kind contributions, must be accepted as part of the non-Federal entity's cost sharing or matching when such contributions meet all of the following criteria:

- Are verifiable from the non-Federal entity's records;
- Are not included as contributions for any other Federal award;
- Are necessary and reasonable for accomplishment of project or program objectives;
- Are allowable under subpart E of this part;
- Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
- Are provided for in the approved budget when required by the Federal awarding agency; and
- Conform to other provisions of this part, as applicable.

VALUATION OF IN-KIND BUS-PRO-550

This is the process for how non-Federal matches through third party contributions of goods, supplies, assets and volunteer services are valued.

- When goods/supplies are purchased by a third party and donated to a federal program proof of purchase such as a receipt is preferred.
  - Receipt is attached to a donation form created and used by specific programs as needed.
  - The form is completed by the signature of who donated the items, the item description, and the cost.
- When goods/supplies are donated by a business then a letter is required from the donee on their letterhead requiring a description of the items donated, date of donation, and the cost of each item.
  - Goods/Supplies that may be donated through other means are recorded with the date received and a description.
  - Prices for these goods/supplies are gathered based on research via the internet or other means where comparable goods/supplies or the actual items are found and retail prices are listed.
- Volunteer times are recorded on the volunteer sign in sheets.
  - They must be complete including the date of service, the person who volunteered, the services performed, and their signature.
- At the end of each month sign in sheets are submitted to the CCISD.
- The Business Office will validate the volunteer time when it is necessary to have for cost sharing/matching.
  - Verifying each volunteer sign in is complete.

    - If they are not completely filled out per sign in then the time volunteered is not valued and therefore not recorded as a non-Federal match.
- The value assigned to their time is based on the hourly rate plus fringe benefit of a salary comparable to job duties performed.
- If a professional volunteer is in the classroom within their professional realm then a reasonable value is assigned.
    - If professional volunteers in the classroom and the time served are not in their professional realm then the hourly rate plus fringe of a salary comparable to job duties performed.
- When land, building, or space is donated to the Head Start/Early Head Start Program information is documented:
    - Date of Receipt
    - Description of item with specifics to location, dimensions, etc.
- A local Appraiser will be contacted so a fair market value study can be done.

DONATIONS

Donations are made by outside entities or individuals for the benefit of students or faculty. Donations are made without any return consideration going back to the donor, and may be in the form of volunteer hours, materials, equipment, furniture, real property, crowdfunding or money. CDC (LOCAL)

District employees are prohibited by law from intentionally or knowingly offering, conferring, agreeing to confer on another, soliciting, accepting, or agreeing to accept a personal gift or benefit. District funds may not be donated to another entity; therefore, donations are not allowed from Campus Activity Funds. Student clubs (Student Activity Funds) may donate their funds to other entities, such as Red Cross, March of Dimes, etc.

District staff shall not utilize an external donor website to seek donations for the District or a campus without the written authorization from the Superintendent or designee. Donor websites shall not be established by the District for the personal benefit of a staff member or student. If a District staff member or student establishes a personal donor webpage, the webpage link may be distributed via campus email to all staff and/or students with the written authorization from the Superintendent or designee. Student Activity clubs and organizations may utilize external donor websites to seek donations for their club or organization with the written authorization from the campus principal and Superintendent or designee.

Donations, if any, received through the donor website shall be deposited in the appropriate depository account. All expenditures with the donated funds shall follow the established purchasing and payment procedures.

The District may choose to accept or reject any donation.

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

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

MONETARY DONATIONS

Monetary donations shall be deposited in a District account. The District will attempt to spend the funds in a manner consistent with the donor's wishes; however, the District has ultimate authority to determine the appropriate use of the donated funds and to spend in accordance with District guidelines.
Cash or check donations shall be deposited to the correct account as follows:

- Cash or check donations without restrictions, donations not intended for a specific account should be placed in a separate account fund established for documenting the use of these funds.
- Donations to a campus with restrictions, deposit funds in the specified campus Activity account.
- Donations of any amount for the general use of the District are to be sent to the Business and Financial Services Department for deposit to the General Fund.

GIFT CARD DONATIONS

It is still allowable to accept gift cards for staff from vendors and outside organizations such as the PTO. Gift card donations shall be recorded on a **Gift Card Register** and maintained in a safe location until utilized by the appropriate individual(s).

NON-MONETARY DONATIONS

Donations of tangible property shall become the sole property of the District for its use and disposed of in accordance with (Board Policy, CI LOCAL)

Donations of tangible property with a value of $1,000 or more must be reported immediately to the Property and Records Manager to be entered into the District's fixed assets inventory system. The District shall assume no obligation to maintain or replace donated items that have been worn out, lost, or destroyed.

DONATIONS

Technology-related equipment that is donated to the District must be coordinated and/or purchased through Technology Services to ensure minimum technology standards are met. All technology equipment must be used in accordance with (Board Policy, CQ LOCAL)

VEHICLE DONATIONS

Before a vehicle can be accepted as a donated asset, a complete analysis must be conducted to determine if the vehicle is operational and will pass inspection. All costs (i.e., repairs, maintenance, inspections, insurance and the like) must be given careful consideration prior to determining if ownership is fully justified. Vehicles shall have a free and clear tile and the official title of ownership must be transferred to the District.

OUTDOOR EQUIPMENT DONATIONS

Donated or used outdoor equipment shall not be accepted. All outdoor equipment purchases (i.e., playground equipment, benches, tables, trash cans, etc.) shall be coordinated and purchased through the Purchasing Department. Outdoor equipment shall be requested on a "Request for Outdoor Equipment Purchase" Form.

DONATION ACKNOWLEDGEMENT FORM

CLYDE CISD is a public-school district and is a political subdivision of the State of Texas. The District is not a tax-exempt entity under the Internal Revenue Service (IRS) Code Section 501(c)(3). However, the District is considered a tax-exempt organization that may receive charitable contributions according to the IRS Code Section 170(c)(1).

The District may receive charitable contributions if they are for public purposes, such as benefiting a group and not an individual. Contributions may be made to the District, District schools, District departments, or various District groups and clubs. These charitable contributions are deductible by the contributor on their tax return. The federal identification number of Independent School District is # 75-6000734.

Please note, contributions made to various parent organizations, such as PTOs and Booster Clubs, are not contributions to the District. Since these organizations are separate entities from the District, the District's tax-exempt status does not apply to these organizations. These organizations must apply for their tax-exempt status under IRS Code Section 501(c)(3). Evidence of their tax-exempt status would be a Determination Letter from the IRS. When a PTO or Booster Club donates monetary or non-monetary items to the District, then the donation is considered a contribution to the District.

The following procedures shall be followed when a donation is received:

The donor shall complete the Request for approval of Gifts/Donations and submit to the campus.

Retain the original form for the campus and/or department records for all cash and non-cash donations with a total donor's estimated fair value equal to or greater than $1,000, with restrictions.

PROGRAM INCOME

Program income means gross income earned by the District that is directly generated by a supported activity or earned as a result of the federal award during the grant's period of performance. 2 CFR § 200.307.

Program income includes, but is not limited to:

- income from fees for services performed

- the use or rental of real or personal property acquired under federal awards
- the sale of commodities or items fabricated under a federal award (costs to purchase or fabricate items must be allowable under the grant and the activities must be appropriate for the grant program)
- license fees and royalties on patents and copyrights
- principal and interest on loans made with federal award funds

Interest earned on advances of federal funds is *not* program income. Except as otherwise provided in federal statutes, regulations, or the terms and conditions of the federal award, program income does *not* include rebates, credits, discounts, and interest earned on any of these. 2 CFR § 200.80. Additionally, taxes, special assessments, levies, fines, and other such revenues raised by the District are *not* program income unless the revenues are specifically identified in the federal award or federal awarding agency regulations as program income. Finally, proceeds from the sale of real property, equipment, or supplies are *not* program income. 2 CFR § 200.307
The District will describe in the applicable grant application any program income it wishes to earn, including a description of the activity(ies) that will be conducted to earn program income and how the activity(ies) will further the objectives of the grant program. The Chief Financial Officer will make the final determination if the activity that is proposed to generate program income is suitable for the program and whether it is permissible to proceed with requesting it in the application.

USE OF PROGRAM INCOME

Deduction Method: Per federal regulations, the default method for the use of program income for the District is the *deduction* method. 2 CFR § 200.307(e). Under the *deduction* method, program income is *deducted* from *total* allowable costs to determine the *net* allowable costs. Thus, prior to submitting the expenditure report, the amount of program income must be deducted from total expenditures. Program income will only be used for current costs unless the District is otherwise directed by TEA or other awarding agency. 2 CFR § 200.307(e)(1).

Addition Method: The District may also request written prior approval from the TEA Chief Grants Administrator (or other awarding agency) to use the *addition* method. Under the *addition* method, program income may be *added* to the Federal award. The program income must then be used for the purposes and under the conditions of the Federal award. 2 CFR § 200.307(e)(2)

While the *deduction* method is the default method, the District always refers to the NOGA/GAN prior to determining the appropriate use of program income. If the NOGA/GAN does not address the use of program income or does not authorize districts to use the *addition* method, the District must determine if it needs to request authorization from TEA or other awarding agency to apply the *addition* method if it is in the best interest of the District.

REPORTING PROGRAM INCOME

If the District earns any program income, all program income will be reported on the expenditure report, even when the District has been given permission in the application to retain the program income and add it to the grant funds.

EARNING PROGRAM INCOME AFTER THE GRANT PERIOD

There are no federal requirements governing the disposition of program income earned after the end of the grant period, unless the terms of the agreement or the program-specific federal regulations provide otherwise. After the ending date of the grant, the District is no longer required to report any program income generated for the grant. For multi-year discretionary grant projects, this means at the end of the multi-year grant project.

CASH REPORTING

CASH RECEIPTS POLICY AND HANDLING PROCEDURES

Cash receipts include all checks, money orders, and currency received from any source on behalf of the district/organization.

1. Daily Staff Submissions

Any employee collecting funds must submit the monies along with supporting documentation to the campus secretary at the end of each day.

Required documentation includes:

- **Purpose** of the collection
- **Source** (from whom the money was received)
- **Itemized amounts** per individual and the **total amount** collected
- **Date** and **signature** of the collecting employee

2. Verification & Initial Receipt

- The campus secretary will count and verify the submitted funds in the presence of the collecting employee.
- Both the campus secretary and the employee must initial the supporting documentation to confirm accuracy.

3. Routing Funds to the Business Office

- **General Operating Fund:** The campus secretary completes the appropriate cash receipt form, attaches supporting documentation and monies received, and hand-delivers the package to the Business Office (or sends via a designated courier).
- **Activity Fund:** The campus secretary completes the appropriate cash receipt form, completes the deposit, attaches supporting documentation, and forwards the package to the Business Office.

4. Business Office Verification

- Business Office personnel will verify the total against the cash receipt form in the presence of the campus secretary or designated courier.
- Upon verification, the Business Office will issue an official receipt, and the secretary/courier will initial the documentation.

5. Banking & Ascender System Entry

- **Deposit Preparation:** The Business Office prepares the bank deposit slip, assigns the appropriate Ascender account code, and delivers the deposit to the bank.
- **Reconciliation & Entry:** Once deposited, the time-stamped bank receipt is attached to the cash receipt form.
- The transaction is then posted in Ascender, and the system-generated cash receipt number is recorded directly on the deposit slip for audit tracking.

ACCOUNTS RECEIVABLE

This procedure applies to the Business Office department and how accounts receivable is processed.

- When a department needs to bill a client of Clyde CISD due to special services, supplies, or training materials, the Accounts Receivable Billing form is completed.
- The invoice is printed and mailed and/or emailed to the customer.
- When payment is received it is posted to the appropriate invoice to indicate paid and to the appropriate cash receipt.
- When there is an overpayment, the customer is notified to see how they wish for it to be handled.
- The customer can choose to apply payment to other outstanding invoices or receive a refund.
- All clients have 30 days to pay their invoice. In some circumstances there are payments received later when made with prior arrangements.
- If bills are uncollected we try to notify the school/client. If unable then the AR is written off.

CASH TRANSFER

This procedure applies to the business office and how transferring of funds is processed.

- Cash is maintained in three forms: checking, certificates of deposit and Texas Term Investment Pool. Transfers are made between the Texas Term Investment Pool and checking.
  - The checking account must remain positive.
  - Checking account balance must be below 1 million to keep funds secured.
- The Business Manager reviews the status of the checking account daily.
  - If a transfer needs to be made it is electronically set up through Texas Term Investment Pool for a withdrawal or deposit, whichever is deemed necessary.
  - A verification report printed for documentation.
- Once the transaction takes place the action is recorded in Ascender in one of two ways.
  - Cash received into the bank is recorded as a cash receipt in Ascender.
  - Cash transferred from checking is recorded as a general journal entry.

RETURNED CHECKS

- Returned checks are checks previously deposited which are returned unpaid by the bank because of insufficient funds, account closed, stop payment, etc.
- The bank will send returned checks to Envision.

- When payment is received, prepare a cash receipt (include the number of the original check) for the payment. Indicate on the cash receipt in the "for" section that it is payment for a returned check.

ANNUAL OPERATING BUDGETING

GENERAL INFORMATION

- The annual operating budget is the foundation on which annual school district activities are dependent.
- The budget is prepared in accordance with generally accepted accounting principles and state guidelines.
- State guidelines are administered and monitored by the Texas Education Agency (TEA). Detailed Information can be obtained at TEA WEBSITE by referencing the Financial Accountability System Resource Guide (FASRG).

The budget is adopted by the Board of Trustees (BOT) prior to the beginning of the fiscal year (September 1 – August 31).

BUDGET CALENDAR

February	• Review Enrollment Projections
March	• Preliminary Estimates in Revenue; Program Evaluations • Review Staffing Needs • Budget Kick-off Meeting – CAB Board Room with Principals and Program Directors • **Regular Board Meeting** – Budget Workshop proposed for Salary Proposal Review
April	• Site Based Meetings –as determined by Principals • Use Campus Improvement Plans and District Goals & Objectives to aid in directing resources • **Regular Board Meeting** – Budget Workshop • Campus Purchasing closed for 24-25 Budget, except travel
May	• Principals/Program Directors submit proposed budgets (line item and new program budgets) in Ascender Budget Module • Prioritized list of major projects are due at this time including costs associated with proposed school programs, buildings/grounds, equipment and technology projects • Administrative review of major projects and budgets • **Regular Board Meeting** – Budget Workshop proposed for Board of Trustees; Adoption of Salary Compensation Plan

June	● Complete review of budget – personnel, facility improvements, & projects. Preliminary Rankings of Budget Requests. ● **Regular Board Meeting** – Budget Workshop proposed for Board of Trustees
July	● **Regular Board Meeting** – Proposed Budget Workshop ● Chief Appraisers certify appraisal roll to district. District updates estimate of revenue and tax rates based on certified values.
August	● Publish Notice of Proposed Budget Hearing in Clyde Journal ● **Regular Board Meeting** – Public Hearing on Proposed Budget & Adoption of Budget for 2026-27; Final Budget Amendment for 2025-26 ● Board Adopts Budget for 2026-27 ● Board Adopts Budget for 2026-27
September	● Fiscal Budget year 2026-27 becomes effective and available for encumbrances of purchase orders and expenditures

ANNUAL BUDGET PROCEDURE

Staff participation in the budget process is required.

- It is now a requirement of the Texas Education Code that your Campus Improvement Committee (CIC) also participate in the budget process.

Detailed instructions will be provided by the central office regarding the preparation of your budget.

- New program needs shall be explained in detail and reference the related accounts.
- Salaries and related benefit accounts are calculated by the business office.
- Extra pay, part-time pay, and substitutes shall be budgeted by campus.
- When proposing an increase to the number of positions, submit detailed explanations and/or justifications to the Superintendent for approval.

Amounts budgeted for professional services shall be included on the budget and properly supported with documentation to justify.

GRANT BUDGETING

THE PLANNING PHASE: MEETINGS AND DISCUSSIONS

Before Developing the Grant Budget and Submitting the Application: The grant budget must be based on the proposed activities planned and described in the grant application. Prior to developing the budget, the program manager must know the intent of the federal program and the activities that are allowable to be conducted with grant funds. The program manager must coordinate with other District staff as appropriate to conduct the appropriate needs analysis using the appropriate data to determine the goals and objectives for the program and the activities that will be implemented to accomplish the goals and objectives. Once the goals, objectives, strategies, and activities are outlined, then the budget to carry out the identified strategies and activities should be developed.

Prior to completing the application, the program manager develops a detailed budget in a document separate from the application. The program manager coordinates with the District's Business Office in preparing the budget to ensure budgeted items are categorized according to the proper class/object code. This detailed budget, which serves as the guide for expenditures and becomes part of the "working papers" maintained by the program manager, is used to complete the application. In most instances, particularly for formula grants, the budget entered into the grant application will not be as detailed. The detailed budget is to be modified or revised as necessary to accommodate changes, which may result in an amendment to the application prior to incurring certain expenditures.

The Chief Financial Officer reviews the items in the proposed budget to ensure budgeted items are listed in the correct class/object code according to FAR and the District's classification chart and to ensure the items are allowable. The budget is also reviewed to ensure that any costs requiring specific or prior approval are specifically identified and listed.

Once the Chief Financial Officer determines that all budgeted items are allowable and are budgeted in the proper class/object code according to FAR, the budget is sent to the Executive Director for final review and approval. The assigned program manager then enters the final approved budget into the appropriate budget schedules of the grant application.

GRANT BUDGET PROCEDURE

This procedure applies to personnel who are required to assist and submit financial information so that budgets can be developed and maintained for specific federal and state programs.

- Upon notification from federal and state programs CLYDE CISD will begin to prepare the grant documents.
- Principals and Assistant Principals along with the Grant Writer and Chief Financial Officer will meet to discuss the intent of the funds.
  - Identify needs of the program and staff necessary to complete the requirements of the grant.
  - If grants allow for flow thru funds to the ISDs then proposed budgets are received to be included with the CCISD budget.
- Grant Writer, Directors and/or Associate Directors will complete the program portion of the grant document.
- The Chief financial officer will complete the budget portion of the grant documents.

- Once all portions are completed they are submitted to individual responsible to submit to the federal or state program offering the grant
    - This can be either the Grant Writer or the Chief Financial Officer.
- The individual submitting the grant is then responsible to obtain the Superintendent's signature on the grant documents.
- Grant documents are then submitted to the appropriate agency.

NEGOTIATING THE SUBMITTED APPLICATION

Once the grant application is submitted to the awarding agency, the designated program contact, usually the Program or Project Director assigned to the grant program, is available via phone and/or e-mail in the event that the awarding agency needs to contact the District to negotiate the application or to ask questions or seek clarification related to the proposed program and/or budget. The assigned Program/Project Director will seek guidance, if needed, from appropriate District personnel and will respond to any inquiries from the awarding agency.

AFTER RECEIVING THE APPROVED APPLICATION AND NOGA/GAN

Within days of receiving the approved application and NOGA/GAN from the awarding agency, a complete copy of the application and NOGA/GAN will be provided to the responsible Program Manager/Director and to the Business/Accounting Office.

All grant budgets are entered into the accounts of the District in the general ledger as approved in the application.

AMENDING THE APPLICATION

The District consults and complies with the guidelines and procedures provided by TEA or other awarding agency as it pertains to when and how to submit an amendment to an approved application. TEA publishes its requirements for when to amend the application online. Specific deadlines for submitting amendments are published in the corresponding RFA and/or in the *Critical Events* calendar on the TEA Grant Opportunities Page for the specific grant program. Procedures are in place to ensure the District does not exceed any maximum allowable variation in the budget.

BUDGET AMENDMENTS

The procedure applies to budgets when amendments are needed.

- Budget amendments that are needed will be entered into the Budget Amendment in Ascender.
    - This is then electronically routed to the CFO/Principal/Asst Principal for approval.
    - Upon approval the form is then electronically submitted to the CFO
- The CFO will review the request.
    - If amendments are required by the program authority, then prior approval must be received before amendments are made internally.
    - If the amendment is for funds 102, 162, or 199 the amendment is routed to the CFO to acquire board approval, if needed.
        - The CFO may determine an amendment is needed when reviewing board reports

- The CFO may enter and post budget amendments as necessary.
- CFO posts budget amendments pertaining to the general fund (102, 162, and 199) upon board approval.

PROPERTY MANAGEMENT SYSTEM

The District provides the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the District. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award. 2 CFR § 200.310

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must
be held in trust by the District as trustee for the beneficiaries of the project or program under which the property was acquired or improved. The Federal awarding agency may require the District to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with a Federal award and that use and disposition conditions apply to the property 2 CFR § 200.316

PROPERTY CLASSIFICATIONS

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the District for financial statement purposes, or $10,000. 2 CFR § 200.10.

Supplies means all tangible personal property other than those described in §200.1 Equipment. A *computing device* is a supply if the acquisition cost is less $10,000, regardless of the length of its useful life. 2 CFR § 200.10.

Computing devices means machines used to acquire, store, analyze, process, and publish data and other information electronically, including accessories (or “peripherals”) for printing, transmitting and receiving, or storing electronic information. 2 CFR § 200.10.

Capital assets means tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP. Capital assets include:

- Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; and
- Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance). 2 CFR § 200.10.

REAL PROPERTY

Subject to the requirements and conditions set forth in this section, title to real property acquired or improved under a Federal award will vest upon acquisition in the District.

Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose, during which time the District must not dispose of or encumber its title or other interests.

When real property is no longer needed for the originally authorized purpose, the District must obtain disposition instructions from the Federal awarding agency or pass-through entity. The instructions must provide for one of the following alternatives :(1) Retain title after compensating the Federal awarding agency. The amount paid to the Federal awarding agency will be computed by applying the Federal awarding agency's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair
market value of the property. However, in those situations where the District is disposing of real property acquired or improved with a Federal award and acquiring replacement real property under the same Federal award, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.
(2) Sell the property and compensate the Federal awarding agency. The amount due to the Federal awarding agency will be calculated by applying the Federal awarding agency's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the Federal award has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When the District is directed to sell property, sales procedures must be followed that provide for competition to the extent practicable and result in the highest possible return. (3) Transfer title to the Federal awarding agency or to a third party designated/approved by the Federal awarding agency. The District is entitled to be paid an amount calculated by applying the District's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property. CFR 200.311

Title to federally-owned property remains vested in the Federal Government. The District must submit annually an inventory listing of federally-owned property in its custody to the Federal awarding agency. Upon completion of the Federal award or when the property is no longer needed, the District must report the property to the Federal awarding agency for further Federal agency utilization. (b) If the Federal awarding agency has no further need for the property, it must declare the property excess and report it for disposal to the appropriate Federal disposal authority, unless the Federal awarding agency has statutory authority to dispose of the property by alternative methods (*e.g.,* the authority provided by the Federal Technology Transfer Act (15 U.S.C. 3710 (i)) to donate research equipment to educational and nonprofit organizations in accordance with Executive Order 12999, "Educational Technology: Ensuring Opportunity for All Children in the Next Century."). The Federal awarding agency must issue appropriate instructions to the District. (c) Exempt property means property acquired under a Federal award where the Federal awarding agency has chosen to vest title to the property to the District without further responsibility to the Federal Government, based upon the explicit terms and conditions of the Federal award. The Federal awarding agency may exercise this option when statutory authority exists. Absent statutory authority and specific terms and conditions of the Federal award, title to exempt property acquired under the Federal award remains with the Federal Government. CFR 200.312

INTANGIBLE PROPERTY

Title to intangible property acquired under a Federal award vests upon acquisition in the District. The District must use that property for the originally-authorized purpose, and must not encumber the property without
approval of the Federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in §200.313(e).

The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

The non-Federal entity is subject to applicable regulations governing patents and inventions, including governmentwide regulations issued by the Department of Commerce at 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements.”

The Federal Government has the right to: (1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

In response to a Freedom of Information Act (FOIA) request for research data relating to published research findings produced under a Federal award that were used by the Federal Government in developing an agency action that has the force and effect of law, the Federal awarding agency must request, and the District must provide, within a reasonable time, the research data so that they can be made available to the public through the
procedures established under the FOIA. If the Federal awarding agency obtains the research data solely in response to a FOIA request, the Federal awarding agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the Federal agency and the District. This fee is in addition to any fees the Federal awarding agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).

Published research findings means when: Research findings are published in a peer-reviewed scientific or technical journal; or A Federal agency publicly and officially cites the research findings in support of an
agency action that has the force and effect of law. “Used by the Federal Government in developing an agency action that has the force and effect of law” is defined as when an agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.

Research data means the recorded factual material commonly accepted in the scientific community as necessary to validate research findings, but not any of the following: Preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues. This "recorded" material excludes physical objects (*e.g.,* laboratory samples). Research data also do not include: Trade secrets, commercial information, materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law; and Personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study.

MAINTAINING INVENTORY

The procedure applies to all tangible items being purchased by Clyde CISD.

- When the purchasing agent receives technology purchase value equal to or greater than $10,000.00 and/or a useful life of more than one year:
    - An inventory tag is attached to the inventory.
- The purchasing documents along with the asset number is given to the Business Consultant.
- The Business Consultant adds the inventory to Asset Inventory Application:
    - Inventory Type
    - Location
    - Acquired Date
    - Description
    - Serial number
    - Cost
- If the asset has been disposed of, departments are responsible for maintaining a retired inventory list.
    - The form is electronically stored by a business consultant inventory item list.

LOSS OF STOLEN ITEMS

The District maintains a control system that ensures adequate safeguards are in place to prevent loss, damage, or theft of the property. Any loss, damage, or theft is investigated. 2 CFR § 200.313(d)(3)

USE OF EQUIPMENT

Equipment will be used in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the federal award. The District will not encumber the property without prior approval of TEA and the federal awarding agency.

When no longer needed for the original program or project, the equipment may be used in other activities supported by the federal awarding agency, in the following order of priority: (1) activities under a federal award from the federal awarding agency which funded the original program or project; then (2) activities under federal awards from other federal awarding agencies.

During the time equipment is used on the project or program for which it was acquired, the equipment will also be made available for use on other projects or programs currently or previously supported by the federal government, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by the federal awarding agency that financed the equipment. Second preference is given to programs or projects under federal awards from other federal awarding agencies. Use for non-federally funded programs or projects is also permissible. However, the original purchase of any equipment to be used in other programs will be properly allocated (i.e., prorated) among the applicable funding sources.

CAPITALIZING FIXED ASSETS

The procedure applies to all tangible items purchased by the District exceeding $10,000.

- When the district receives items purchased:
    - An inventory tag is attached to the asset.
    - The purchasing documents are stored in vendor file folders.
- The Business Consultant adds the asset to the recording:
    - Inventory Type
    - Location
    - Acquired Date
    - Description
    - Serial number
    - Cost
- If the asset has been disposed of, departments are responsible for maintaining a retired list of inventory.
    - The form is electronically stored by a business consultant inventory item list.

DISPOSAL OF EQUIPMENT AND SUPPLIES

In accordance with 2 CF),R §200.313(e when it is determined that original or replacement equipment acquired under a federal award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the CFO/Principal/Asst Principal will contact the TEA Chief Grants Administrator or other awarding agency for disposition instructions.
Generally, disposition of equipment is dependent on its fair market value (FMV) at the time of disposition.

- An item that has a current FMV of **$5,000 or less**, may be retained, sold, or otherwise disposed of with no further obligation to TEA or other federal awarding agency. However, TEA must still approve disposition in accordance with specified procedures.
- If an item has a current FMV of **more than $5,000**, TEA or other federal awarding agency is entitled to the federal share of the current market value or sales proceeds. Pursuant to the provisions in 2 CFR § 200.313(d)(5), the District uses procedures to ensure the highest possible return. TEA must approve the disposition.

If acquiring replacement equipment, the District may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.
Disposition of equipment will be properly recorded in the fixed asset inventory
Additionally, TEA's *General Provisions and Assurances* for all grants (state and federal) administered by TEA contain the following provision:

> **V. Capital Outlay:** If the Contractor purchases capital outlay (furniture and/or equipment) to accomplish the objective(s) of the project, title will remain with the Contractor for the period of the Contract. The Agency reserves the right to transfer capital outlay items for Contract noncompliance during the Contract period or as needed after the ending date of the Contract. This provision applies to any and all furniture and/or equipment regardless of unit price and how the item is classified in the Contractor's accounting record.

DISPOSAL OF SURPLUS PROPERTY

When the property under a Federal award is no longer needed, the district must request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. If the district is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. This procedure applies when disposing of district surplus property. (2 CFR 200.313(e)).

- Principles/Superintendents will determine if District personal property has become surplus.
- If property is deemed surplus, then Principles/Superintendents will see if any other Department at the District can use the item.
  - If the item is not needed by other departments then it may be disposed of.
- If items of surplus have a fair market value of less than $5,000.00 they can be sold by informal procedures determined by the Superintendent.
  - The Superintendent will issue receipts of the sale and forward to the business office to record.
- If the items of surplus are valued over $5,000.00 prior approval must be obtained from the cognitive agency.
  - The cognitive agency will determine the method of disposal.
- Items determined to have no value are discarded as desired.

PROCUREMENT STANDARDS

Module 5 of TEA's FASRG outlines requirements and best practices related to the purchasing function. Reflecting state (and some federal) requirements for purchasing, *Module 5* is based on statutes containing requirements for districts for competitive *purchasing/contracting processes* found in the *Texas Education Code, Local Government Code, Texas Government Code, Texas Revised Civil Statutes*, Texas Attorney General Opinions, federal regulations and other sources. The *Handbook on Purchasing for Texas Public Schools, Junior Colleges and Community Colleges* (Appendix 1 of Module 3) was written to provide information about purchasing and also be a ready reference regarding:

- Purchasing ethics

- Questions and answers on bidding and purchasing topics
- Example purchasing documents
- Purchasing laws
- Texas Attorney General Opinions
- Definitions of purchasing terms

USE OF INTERGOVERNMENTAL AGREEMENTS

To foster greater economy and efficiency, the District enters into state and local intergovernmental agreements where appropriate for procurement or use of common or shared goods and services. 2 CFR § 200.318(e). This includes cooperative purchasing agreements as well as shared services arrangements (SSAs) where practical and beneficial. Cooperative purchasing is described in *Module 5*. SSAs as they pertain to a particular grant program are described in section 1.3.1 of *Module 1* (FAR).

INTERLOCAL CONTRACT

This procedure defines the process for purchases using Inter-Local Contracts to foster greater economy and efficiency. (2 CFR 200.318(e), FASRG Module 5).

- The District has contracted or agreed with other local governments to purchase goods and any services reasonably required for the installation, operation, or maintenance of the goods.
- Requirements for inter-local contracts include:
    - Authorization by the governing body of each party to the contract
    - Statement of the purpose, terms, rights and duties of the contracting parties
    - Specification that each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.
- Inter-local contracts available to the District includes; the State of Texas Comptroller and any other agency in which an inter-local contract has been established.

COOPERATIVE PURCHASING PROGRAM

The District may purchase goods and services through board-approved cooperative purchasing programs in accordance with Texas Education Code §44.031 and applicable purchasing laws.

Before purchasing through a cooperative contract, the Purchasing Office shall verify that:

- The cooperative has been approved by the Board of Trustees or is otherwise authorized for use by the District.
- The requested item or service is available under the cooperative contract.
- The purchase complies with all applicable purchasing laws and District purchasing procedures.

Purchases made through cooperative contracts shall follow the District's standard purchase order approval process.

If the requested item or service is not available through an approved cooperative contract, procurement shall follow the District's quote or competitive procurement procedures, as applicable.

What should be attached?

Purchase Order Process:

- Purchase Requisition Form
- Purchase Order Approval
- Emergency Purchase Request Form (if applicable)

Quotes for Purchases:

- Vendor Quote Comparison Form (2–3 quotes)
- Sole Source Justification Form
- Cooperative Purchasing Documentation (copy of contract number or quote showing BuyBoard, TIPS, OMNIA, Choice Partners, etc., if applicable)

SETTLEMENTS OF ISSUES ARISING OUT OF PROCUREMENTS

The District alone is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements made with federal funds. 2 CFR § 200.318(k). These issues include, but are not limited to, source evaluation (i.e., analyzing information *sources* in order to assess their credibility), protests, disputes, and claims. These standards do not relieve the District of any contractual responsibilities under its contracts. Violations of law will be referred to the local, state, or federal authority having proper jurisdiction. The Executive Director in the District is the primary office responsible for handling and coordinating the settlement of any contractual and administrative issues arising out of procurements.

PROTEST PROCEDURES TO RESOLVE DISPUTES

The District maintains protest procedures to handle and resolve disputes relating to procurements made with federal funds and, in all instances, discloses information regarding the protest to TEA or other awarding agency. 2 CFR § 200.318(k). The protestor must exhaust all administrative remedies with the District before pursuing a protest with a federal agency. The Superintendent in the District is the primary office responsible for handling and coordinating any disputes relating to procurements.

FULL AND OPEN COMPETITION

All procurement transactions are conducted in a manner providing *full and open competition* consistent with 2 C.F.R § 200.319. In an environment of full and open competition, no proposer or bidder has a competitive advantage over another. All potential proposers and bidders must be provided the same information and have the same opportunity to submit a bid or proposal. Providing a competitive advantage to one or more potential proposers or bidders over another can open up the potential for disputes and lawsuits that can be costly and can significantly delay the completion of projects.

In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals (RFPs) are excluded from competing for such procurements 2 C.F.R §

200.319(b). The District does not engage in the following situations that may restrict *full and open competition,* including but not limited to:

- placing unreasonable requirements on firms in order for them to qualify to do business;
- requiring unnecessary experience and excessive bonding;
- noncompetitive pricing practices between firms or between affiliated companies;
- noncompetitive contracts to consultants that are on retainer contracts;
- organizational conflicts of interest;
- specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
- any arbitrary action in the procurement process. 2 CFR § 200.319(a)

GEOGRAPHICAL PREFERENCES PROHIBITED

The District conducts federal procurements in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. 2 CFR § 200.319(c). Accordingly, when purchasing with federal funds, the District does not give preference to a contractor/vendor which is located in Texas or the local or surrounding community simply due to the location. Nothing in this section preempts state licensing laws.

When contracting for *architectural and engineering (A/E) services*, geographic location may be a selection criterion provided an appropriate number of qualified firms, given the nature and size of the project, are left to compete for the contract.

SOLICITATION LANGUAGE

All solicitations will incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description will not, in competitive procurements, contain features which unduly restrict competition. The description will include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, will set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications will be avoided if at all possible.

When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers will be clearly stated and will identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals. 2 CFR § 200.319(d1)

METHODS OF PROCUREMENT

Unless otherwise more restrictive in federal law for procurement with federal funds, the District complies with the purchasing methods prescribed in TEA's FASRG and in state law for all purchases regardless of the funding source (i.e., state, local, or federal).

Up to $49,999.99	Informal Procurement Methods
$50,000 and above	Formal Procurement Methods

Texas Education Code § 44.031 (a) states that all school district contracts for the purchase of goods and services valued at **$50,000 or more** in the aggregate, for each 12-month period are to be made by the method that provides the best value to the district. This does not apply to contracts for the purchase of produce or vehicle fuel.

The law enumerates several options for competitive procurement that are available to school districts. One of these options must be used for contracts expected to equal or exceed $50,000 regardless of the funding source (i.e., state, local, or federal):

1. competitive bidding
2. competitive sealed proposals
3. request for proposals, for services other than construction services
4. interlocal contracts
5. design-build contracts
6. contract to construct, rehabilitate, alter, or repair facilities that involve using a construction manager
7. a job order contract for the minor construction, repair, rehabilitation, or alteration of a facility
8. reverse auction procedure as defined by Section 2155.062(d), Government Code; or
9. the formation of a political subdivision corporation under Section 304.001, Local Government Code."

INFORMAL PROCUREMENT METHODS

When the value of the procurement for property or services does not exceed the *simplified acquisition threshold (SAT),* as defined in § 200.1, or a lower threshold formal procurement method are not required. Informal procurement methods may be used to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include:

(1) *Micro-purchases* – Clyde CISD does not conduct

(i) *Distribution.* The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (See the definition of *micro-purchase* in §200.1).
To the maximum extent practicable, the non-Federal entity should distribute micro-purchases equitably among qualified suppliers.

(ii) *Micro-purchase awards.* Micro-purchases may be awarded without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the entity.

(iii) *Micro-purchase thresholds.* The entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the entity must be authorized or not prohibited under State, local, or tribal laws or regulations. Entities may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with paragraphs (a)(1)(iv) and (v) of this section.

(iv) E*ntity may increase the micro-purchase threshold up to $50,000. E*ntities may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The entity may self-certify a threshold up to $50,000 on an annual basis and must maintain documentation to be made available to the Federal awarding agency and auditors in accordance with § 200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:

- A qualification as a low-risk auditee, in accordance with the criteria in § 200.520 for the most recent audit;
- An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,
- For public institutions, a higher threshold is consistent with State law.

(v) E*ntity increases to the micro-purchase threshold over $50,000.* Micro-purchase thresholds higher than $50,000 must be approved by the cognizant agency for indirect costs. The entity must submit a request with the requirements included in paragraph (a)(1)(iv) of this section. The increased threshold is valid until there is a change in status in which the justification was approved.

(2) *Small purchases* – implements on purchases valued up to $49,999.99

(i) *Small purchase procedures.* The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity.

(ii) *Simplified acquisition thresholds.* The entity is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk and its documented procurement procedures which must not exceed the threshold

established in the FAR. When applicable, a lower simplified acquisition threshold used by
the entity must be authorized or not prohibited under State, local, or tribal laws or regulations.

PURCHASING GUIDELINES

This procedure outlines the process of how services and/or products are purchased by the District. (2 CFR § 200.320, FASRG Module 5,)

- When employees are needing services and/or products they must obtain multiple quotes/pricechecks.
- When the Purchasing Agent in the Business Office receives the approved vendors requisition they must determine the best way to acquire the services and/or products.
- When possible, all purchases are made through inter-local contracts
- If items and/or services are not available through an inter-local contract or approved vendors, a vendor packet shall be sent. Once received and approved, purchase can be made.
- Some goods and/or services (depending on their nature) may be restricted to a:
    - Emergency Purchases
    - Proprietary Purchase
    - Professional Services
    - Consulting Services
    - Sole Source
    - When goods and/or services are requested and exceed $49,999.99 the following procedures must be completed:
        - Competitive Sealed Proposals/Request for Proposal
        - Competitive Bidding
- Preferred American made products are purchased and documented with the purchasing acquisition
  Justification will be documented if American made products are not available or the cost is unreasonable.
- Certifications will also be required based on type and dollar amount of purchase.
    - Contracts up to $10,000
    - Contracts $10,000 or more
    - Contracts $100,000 up to $150,000
    - Contracts $150,000 or more
    - Contracts $250,000 or more
    - Construction Contracts
        - Davis Bacon contracts $2,500 or more

QUOTES FOR PURCHASES

This procedure defines the process for obtaining quotes for purchases less than $50,000.00 (2 CFR 200.320(a)(b), FASRG Module 5, Texas Procurement Manual)

- When goods and/or services are requested and not available through an inter-local contract the Purchasing Agent is required to gather quotes.

- Quotes may be obtained by fax, email, or internet research, and must be attached to the Purchase Requisition.
    - Purchasing agent follows Ascender purchasing process

FORMAL PROCUREMENT METHODS

A competitive proposal is normally used with more than one source submitting an offer, and either a *fixed price* or a *cost-reimbursement* type contract is awarded. (A *cost reimbursement contract* reimburses the contractor for actual costs incurred to carry out the contract.) Competitive proposals are generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical.
- Proposals must be solicited from an adequate number of qualified sources.
- The District must have a written method for conducting technical evaluations of the proposals received and for selecting recipients.
- Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.

When using federal funds, the District may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

SEALED BIDS (FORMAL ADVERTISING)

Bids are publicly solicited and a *firm fixed-price contract* (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the following conditions apply:

- A complete, adequate, and realistic specification or purchase description is available;
- Two or more responsible bidders are willing and able to compete effectively for the business; and
- The procurement lends itself to a firm fixed-price contract and the selection of the successful bidder can be made principally on the basis of price.

If sealed bids are used, the following requirements apply:

- Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids. The invitation for bids must be publicly advertised.

CONTRACT PROVISIONS

In all federally-funded contracts, the District includes the applicable provisions described in Appendix II to 2 CFR Part 200 – Contract Provisions for non-Federal Entity Contracts under Federal Awards. 2 CFR § 200.327. Provisions include the following:

- All contracts paid from state or federal grants administered by TEA must retain copyright for the Texas Education Agency (TEA) and for the federal government (if a federally funded contract) unless otherwise negotiated in writing with TEA. Pursuant to the provisions in 2 CFR § 200.315, title to intangible property vests in the District as long as such property is used for authorized purposes. However, TEA and the federal awarding agency reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.
- All contracts greater than $150,000 must address administrative, contractual, or legal remedies.
- All contracts greater than $10,000 must address termination for cause and for convenience.
- All construction contracts must include the Equal Employment Opportunity clause.
- All prime construction contracts in excess of $2,000 must include a provision for compliance with the Davis-Bacon Act and its implementing regulations.
- All contracts in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with the Contract Work Hours and Safety Standards Act and its implementing regulations.
- All contracts that meet the definition of “funding agreement” and where the District wishes to enter into a contract with a small business firm or nonprofit organization must include a provision for compliance with the Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements.
- All contracts and sub-grants greater than $150,000 must contain a provision for compliance with the Clean Air Act and the Federal Water Pollution Control Act and their implementing regulations.
- All contracts must include compliance with the Energy Policy and Conservation Act pertaining to mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan.
- A contract or subcontract must not be made to any party that is debarred or suspended from receiving federal funds.
- Lobbying Certification and Disclosure of Lobbying (Byrd Anti-Lobbying Amendment) – All contractors that apply or bid for an award of $100,000 or more must file the required Lobbying Certification that it has not and will not use any federal funds to lobby.

  If *non*-federal funds are used to lobby, the contractor must complete the Disclosure of Lobbying and forward the disclosure to the next tier, who must forward it through each tier to the federal awarding agency.

- All contracts greater than $10,000 must include compliance with section 6002 of the Solid Waste Disposal Act and its implementing regulations. 2 CFR § 200.322

The District also adheres to the best practices recommended by TEA as it pertains to professional services contracts paid from federal grants. See *III. Procurement System, G. Contract Administration*.

PROPOSAL EVALUATION

As stated in the TEC, §44.031(b), in awarding a contract, a district shall consider:

- purchase price
- the reputation of the vendor and of the vendor's goods or services
- the quality of the vendor's goods or services the extent to which the goods or services meet the district's needs
- the vendor's past relationship with the district
- the impact on the ability of the district to comply with laws relating to historically underutilized businesses
- the total long-term cost to the district to acquire the goods or services
- for a contract that is not for goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, if the vendor or the vendor's ultimate parent company or majority owner has its principal place of business in this state or employs at least 500 persons in this state
- any other relevant factor specifically listed in the request for bids or proposals

Best value can be better defined as a means to make an award of a procurement other than solely based on price alone. Though price may be considered a high-level concern to the district due to budgetary constraints, other factors may include the reputation of the vendor (e.g., references), the past experience of the vendor in previous contracts with the district, the ability of the vendor to meet the needs of the district, or any other criteria the district may determine to be in its best interest. To determine which criteria should be considered the most important, weights or points can be assigned to each criterion based on how important it is. Here is an example of how points could be broken down.

Price	60 points
Service time	10 points
Resume of assigned staff	10 points
Past experience with district	10 points
Additional unspecified beneficial options	5 points
References	5 points
Total Points	**100 points**

Each solicitation is unique so modifications will be made to the criteria used and the points assigned to each. The use of 100 points is a good standard to follow. However, other point structures may be utilized depending on the procurement.

The business office will establish a formula to determine how price points will be assigned. The most objective way to do this is to make the points correlational by dividing the price bid by the lowest price of all responsive bids and multiplying the number by the points assigned.

Vendor A's bid Price	$500,000
Vendor B's Bid Price – Lowest Responsible	$450,000
Points Assigned to Criterion	60 points
Formula ($450,000/$500,000) x 60 =	54 points for Vendor A

COMPETITIVE SEALED PROPOSALS/REQUEST FOR PROPOSAL

This procedure defines the process for obtaining competitive sealed proposals/ request for proposal for goods and/or services at or above $50,000.00. (FARSG Module 5, Texas Government Code, 2 CFR 200.320)

- The terms and conditions of competitive sealed proposals/request processes are identical to those for competitive bidding procedures.
    - Except that changes in the proposal, and in prices, may be negotiated after proposals are opened.
- The competitive sealed proposal process provides for full competition among proposals and allows for negotiation with the proposer or prospers to obtain the best services at the best price.
- A Request for Proposals (RFP) is a part of the competitive sealed proposal process.
- The RFP is the mechanism that generates the receipt of competitive sealed proposals and should contain the following key elements:
    - Determination by board of trustees that this method will provide the best value for the CISD
    - Newspaper advertisement
    - Notice to proposers
    - Standard terms and conditions
    - Special terms and conditions
    - Scope of work
        - Scope and intent
        - Definitions and applicable documents
        - Requirements
        - Quality assurance
- Acknowledgement form/response sheet.

COMPETITIVE BIDDING

This procedure defines the process for obtaining competitive bids to stimulate competition and obtain the lowest practical price for the work, service and/or items(s) needed. (CFR 200.320, FASRG Module 5, Texas Government Code 2155.062(a) (3 and 2156.061)

- The competitive bidding process requires that bids be evaluated and awards made based solely upon bid specifications, terms, and conditions contained in the request for bids document, and according to the bid prices offered by vendors and pertinent factors that may affect contract performance.

- A request for bids must contain the following elements:
  - Purchase description or specifications covering the item(s) to be obtained.
  - Work and/or services needed
  - Terms and conditions for the proposed bid contract
  - Time and place for opening bids and other provisions.
- The bid process involves:
  - Development of clear specifications
  - Advertising for competitive bids
  - Responding to vendor questions
  - Procedures for opening and tabulating the bids
  - Analysis of the bids to ensure compliance with requirements
  - Recommending the vendor(s) for bid award
  - Award of the bid by the board

NONCOMPETITIVE PROCUREMENT

Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used when using federal funds only when one or more of the following circumstances apply:

- The item is available only from a single source and an equivalent cannot be substituted. This must be documented.
- The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation.
- TEA (or other federal awarding agency) expressly authorizes noncompetitive proposals in response to a written request from the District.
- After solicitation of a number of sources, competition is determined inadequate.

Additionally, *state* requirements related to sole source purchasing are, in some ways, more restrictive. In addition to the federal requirements above, sole source purchases must meet established criteria:

- Identification and confirmation that competition in providing the item or product to be purchased is precluded by the existence of a patent, copyright, secret process or monopoly;
- A film, manuscript, or book;
- A utility service, including electricity, gas, or water; and
- A captive replacement part or component for equipment.

According to state requirements, sole source does not apply to mainframe data-processing equipment and peripheral attachments with a single item purchase price in excess of $15,000.

In all cases, the District will obtain and retain documentation from the vendor which clearly delineates the reasons which qualify the purchase to be made on a sole source basis.

PROPRIETARY PURCHASES

The procedure applies to the process of purchases when there is a unique feature that is not shared by others. (Texas Government Code 2155.067)

- Proprietary purchases are when items or services have a unique feature that is not shared by others or provides a compelling distinction which sets one vendor apart from others in the marketplace.
- When items and/or services are needed from a proprietary, they must complete the Proprietary Purchase Justification Form
  - Signed by their Principle
- Complete the Pre-Acquisition form
  - Attach the Proprietary Purchase Justification to the Pre-Acquisition form.
- Purchasing Agent in the Business Office completes the purchase process

SOLE SOURCE PURCHASES

This procedure defines how a sole source vendor must be validated prior to the purchase procedure taking place. (2 CFR 200.320(f), FASRG Module 5)

- A firm price quotation from sole source
  - Quoted prices must be good for 30 days
  - Quoted prices must be inclusive of all cost including freight
  - Quoted prices must be on Vendor letterhead
- The Confirmation of Sole Source Compliance by Vendor form can be located on the TEA website and must be completed by the vendor.
  - Forward form to business office to attach to the purchase order

EMERGENCY PURCHASES

The procedure applies to the process of purchases when an emergency occurs. (2 CFR 200.320(f), Texas Government Code 2155.137 & 34, Texas Administrative Code 20.32 & 20.41, FASRG Module 5)

- An emergency purchase is a situation requiring CLYDE CISD to make the procurement more quickly to prevent a hazard to life, health, safety, welfare, or property or to avoid undue additional cost.
  - Frequently occurs as the result of an unforeseen circumstance and may require an immediate response to avert future loss or financial damage to the CCISD.
- Solicitation for an emergency purchase must comply with state law.
- Solicitation method used depends on the dollar amount of the damage and then would follow the purchasing procedures

CONTRACTING WITH SMALL AND MINORITY BUSINESSES

The District takes all necessary affirmative steps to assure that historically underutilized businesses (HUBs), including minority businesses and women's business enterprises, and labor surplus area firms are used when possible. 2 CFR § 200.321.

DOMESTIC PREFERENCES FOR PROCUREMENTS

The District takes all necessary steps to ensure that preference for the purchase, acquisition, or use of goods, products, or materials are produced in the United States. 2 CFR § 200.322

PROCUREMENT OF RECOVERED MATERIALS

The District and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Certifications are provided by vendors that they are in compliance.

PRICE AND OR COST ANALYSIS

A price analysis is an evaluation of a proposed price, without regard to the contractor's separate cost elements and proposed profit, to determine the price is reasonable. Although the UGG does not require price analyses for contracts less than the simplified acquisition threshold, a price analysis may be useful in documenting the reasonableness of contract costs.
Cost Estimate – An independent cost estimate for the supplies, equipment, or service. This estimate may be based on such things as experience with similar purchases, a review of catalog or off-the-shelf prices available on the internet, prices or costs for similar services, or other relevant information. If detailed plans and specifications for a fixed price contract are developed for bidders, the person or firm developing those plans should develop a detailed independent price estimate.

Comparison of Prices – Compare prices obtained from catalogues, suppliers, or bidders to independent estimates.

Price Reasonableness –

- If the offeror or bidder's price appears reasonable based on independent estimate, and other appropriate information, purchase the supply, equipment, or service.
- If the offeror or bidder's price is significantly higher than the independent estimate, review requirements to determine whether unnecessary, overly restrictive, or complex requirements caused the higher than expected price. (Even if the price is significantly lower than expected, you should review the stated requirement or plans and specifications to ensure they are complete and will result in the supply, equipment, or service you need.) It may help, in making your determination, to talk to those providing quotes or bids.
- If, after this evaluation, you determine the price is reasonable, considering the circumstances, purchase the supply, equipment, or service.
- If you determine inappropriate requirements for the supply, equipment, or service resulting in an unreasonable price or the price is unreasonable, make adjustments and obtain new offers or bids.

- You should ensure that the contractor is charging you the same prices as other similarly situated customers particularly in sole -source situations.

COST OR PRICE ANALYSIS PROCEDURE

Purpose
This procedure establishes the process Clyde CISD will use to evaluate the reasonableness of costs and prices for anticipated purchases of goods or services exceeding $50,000. The procedure supports compliance with applicable district policy, Texas purchasing requirements, federal grant requirements, and 2 CFR §200.324.

Applicability
A Cost or Price Analysis Form must be completed before making a commitment to purchase when:

- The anticipated purchase will exceed $50,000;
- Related purchases are expected to exceed $50,000 in the aggregate during a 12-month period;
- The purchase will be paid wholly or partially with federal funds and a documented cost or price analysis is required;
- A contract modification materially changes the price or scope; or
- The CFO determines that an analysis is necessary because of limited competition, unusual pricing, or procurement risk.

Purchases may not be divided into smaller transactions to avoid an applicable threshold.

Procedure

1. **Identify the need**
   The requesting employee or department describes the goods or services needed, the business or instructional purpose, estimated cost, anticipated funding source, and required delivery or completion date.

2. **Determine the aggregate value**
   The requester considers the total anticipated districtwide purchase of related goods or services during the applicable 12-month period, including:
   - Initial purchase price;
   - Shipping and installation;
   - Required accessories;
   - Licensing and subscriptions;
   - Maintenance and support;
   - Renewals and extensions;
   - Optional quantities reasonably expected to be purchased; and
   - Contract modifications.

3. **Complete the analysis**
   The requester completes the Cost or Price Analysis Form and attaches the supporting documentation used to develop the estimate.
4. **Submit to the Superintendent/CFO**
   The completed form and documentation are submitted to the CFO before quotes are accepted, a solicitation is issued, a purchase order is created, or a contract is signed.
5. **Superintendent/CFO review**
   The Superintendent/CFO will:
   - Verify the estimated aggregate value;
   - Confirm the funding source;
   - Determine whether a cost analysis or price analysis is appropriate;
   - Determine the applicable district, state, and federal purchasing requirements;
   - Identify the required procurement method;
   - Determine whether additional approvals are necessary; and
   - Approve the purchase to proceed, return it for additional documentation, or deny the request.
6. **Conduct procurement**
   After Superintendent/CFO approval, the district conducts the purchase using the authorized procurement method.
7. **Document the award**
   The procurement file must contain the analysis form, supporting documentation, solicitation or quotation records, evaluation materials, approvals, purchase order or contract, and written determination that the final price is fair and reasonable.

BONDING REQUIREMENTS

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has decided that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.
- A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

PROFESSIONAL AND CONSULTING SERVICES

Several exceptions to following one of these competitive procurement methods are identified in TEC § 44.031. This section does not apply to a contract for *professional services* rendered, including services of an architect, attorney, certified public accountant, or engineer (which must be selected in accordance with Chapter 2254 of the Government Code.) A school district may, at its option, contract for professional services rendered by a *financial consultant* or a *technology consultant* in the manner provided by Section 2254.003, Government Code, in lieu of the methods provided by this section.

The federal cost principles (specifically in 2 CFR § 200.459) broadly define *professional and consultant services* as those services rendered by persons who are members of a particular profession or possess a special skill, and who are not officers or employees of the District.

Professional services are further defined in the *Handbook on Purchasing* as "infrequent, technical, and/or unique functions performed by independent contractors whose occupation is the rendering of such services." Finally, professional services as described in Attorney General Opinion DM-418, referenced in the *Handbook*, includes not only the services of lawyers, physicians, or theologians, "but also those members of disciplines requiring special knowledge or attainment and a high order of learning, skill, and intelligence including guest speakers, consultants, writers, and artists." A professional is only one who "'is a member of [a] discipline with widely accepted standards of required study or specified attainments in special knowledge as distinguished from mere skill.'" Id. (quoting Wooddell, 230 S.E.2d at 470).

Certain *professional services*, specifically those covered under Chapter 2254, Subchapter A of the Texas Government Code, (i.e., architects, CPAs, registered engineers, optometrists, physicians, surgeons, land surveyors, landscape architects, registered nurses and state certified or state licensed real estate appraisers) are not selected based on competitive bidding. Rather, they must be selected based on demonstrated competence and qualifications obtained through a *Request for Qualifications* or similar document. After the District makes its selection based on demonstrated competence and qualifications, a fair and reasonable price for the services is then negotiated and agreed upon.
Consulting services: According to FAR (Module 5 of TEA's FASRG), consulting services

> "refer to the practice of helping districts to improve performance through analysis of existing problems and development of future plans. Consulting may involve the identification and cross-fertilization of best practices, analytical techniques, change management and coaching skills, technology implementations, strategy development, or operational improvement. Consultants often rely on their outsider's perspective to provide unbiased recommendations. They generally bring formal frameworks or methodologies to identify problems or suggest more effective or efficient ways of performing tasks. Consulting services cover all functional areas such as instruction, curriculum, and administration.
>
> Consulting does not include a routine service/activity that is necessary to the functioning of a school district's programs, such as hiring additional people on contract to supplement present

staff. It also does *not* apply to services provided to conduct organized activities (such as training or other similar educational activities.)"

The District shall use a consultant only if the services of the consultant are necessary to accomplish the objectives of the particular program/project, the fees are reasonable in cost, and the District cannot meet the needs by using an employee. 34 CFR 75.515. For example, an employee may have the knowledge, skills, and capability to provide the consulting services, but the employee may not have the time in an already-busy schedule to provide the consulting services in the time required.

Under IRS rules, a person cannot work part of the time as an employee, and part of the time as a contractor/consultant. If an employee provides additional services above and beyond his or regular contracted hours and regular job responsibilities, the employee is paid *extra-duty pay* in accordance with the District's employee compensation policy, and not a fee based on a contract.

PROFESSIONAL SERVICES

The procedure applies to the process of contracting for professional services. 2 CFR 200.320 Texas Government Code Chapter 2254)

- Professional services are defined as those services provided by a person who is licensed or registered as a(n):
    - Certified public accountant
    - Architect
    - Landscape Architect
    - Land Surveyor
    - Physician, including a surgeon
    - Optometrist
    - Professional Engineer
    - Real Estate Appraiser
    - Registered nurse
- Providers of professional services may not be selected on the basis of competitive bids, but must be selected on the basis of demonstrated competence and qualifications to perform services for a fair and reasonable price.
    - Request for qualifications is required
- Professional fees under the contract must be consistent with and not higher than the recommended practices and fees published by the applicable professional associations, and may not exceed any maximum provided by law.
- CISD employees will submit a pre-acquisition form.
    - Request for qualifications is attached to the pre-acquisition form unless there is a copy on file.
- The Central Business office will complete the contract and purchase order in Ascender.
- Once services are rendered and complete, payment is issued.

OUTSIDE CONSULTANT CONTRACTS

The procedure applies to the process of contracting with outside consultants to provide services to the District. (Texas Government Code 2254)

- The District will contract with private consultants only if:
    - There is a substantial need for the service
    - The agency cannot adequately perform the service with its own personnel or through another agency.
- The Central Business Office will email the New Vendor Packet to the Outside Consultant.
    - Outside Consultant must complete and submit the packet back to the Business Office.
- The Central Business Office will then establish if the Outside Consultant is a contractor or pro-tem employee.
    - The Central Business Office verifies compliance with the IRS definition of Independent Contractor by reviewing company websites, their physical office structure, client list etc.
        - If the contractor meets IRS criteria, then they are established as a new vendor.
            - The Purchasing Agent then completes the contract and purchase order in the Ascender.
    - If contractor does not meet the IRS criteria, then they are identified as a pro-tem employee
- Once the contract has been approved the Purchasing Agent will email the contract to the Outside Consultant for signature.
- If this is only a partial payment then the Purchasing Agent will write a note on the purchase order indicating the amount of the partial payment to be made.

PURCHASING SYSTEM

ASCENDER PURCHASE PROCESS

- This outlines the process to follow when needing to purchase goods and/or services.
- When the Pre-Acquisition Approval form has been received by the Secretary/Purchasing Agent in the Campus Office/Business Office and the purchasing method has been determined, the order is entered into the Ascender purchasing module.
- The purchasing requisition is submitted electronically to the Department CFO/Principal/Asst Principal for approval.
    - Upon approval the requisition is electronically submitted to the Business Consultant and/or Business Accountant depending on funding identified.
    - Upon approval the Superintendent then has final approval.
- Upon the Superintendent's approval, the requisition is electronically submitted back to the Purchasing Agent.
- When the Purchasing Agent receives the requisition after the approval process the requisition is converted to a purchase order and printed.
- The purchasing agent then submits the purchase order to the vendor for the order to be placed.
- When items are received they are delivered to the Purchasing Agent to verify items ordered.
    - Items are then delivered to the appropriate department.
- The purchasing agent then gathers the pre-acquisition along with documents referencing the purchasing method, and packing slip and submits to the Accounts Payable Clerk.

- The Accounts Payable Clerk then enters the item into Ascender finance for a check to be issued for payment.

Performance and Financial Monitoring and Reporting

§ 200.328 FINANCIAL REPORTING

The District is required to provide financial reports to State and Federal agencies as requested.

§ 200.329 MONITORING AND REPORTING PROGRAM PERFORMANCE

The District is responsible for oversight of the operations of federal and state supported activities. The District Center will monitor its activities under federal and state awards to assure compliance with applicable requirements and performance expectations are being achieved. The District will monitor each program, function or activity. See also § 200.332.

The District will relate financial data and accomplishments to performance goals and objectives of federal and state awards. Cost information will demonstrate cost effective practices (*e.g.,* through unit cost data). In some instances (*e.g.,* discretionary research awards), this will be limited to the requirement to submit technical performance reports (to be evaluated in accordance with policy).

The District will provide non-construction performance reports required by federal and state awarding agencies.

The District will submit performance reports at the interval required by the federal and state agencies to best inform improvements in program outcomes and productivity. Performance reports may contain the following requirements:

- A comparison of actual accomplishments to the objectives of the award established for the period.
- The reasons why established goals were not met, if appropriate.
- Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.
- Construction performance reports
- Significant developments
- Real property in which the Federal Government retains an interest (§ 200.330)

EXPENDITURE REPORTING

This is the process for school districts participating in programs with Region XIV to receive reimbursements for their expenditures.

- Participants are required to submit to the Business Consultant &/or Accountant their expenditure report for the applicable program.
  - Expenditure reports are located on the Region XIV website under Business Services.
- A detailed general ledger of the expenditures must also be submitted and tie into the reimbursement spreadsheet in order for reimbursement to occur.
- Reports are then reviewed by the Business Consultant &/or Accountant.

    - The amount to be distributed is confirmed by the Business Consultant &/or Accountant along with recording the account number on the report
- The report is then submitted to the appropriate CFO/Principal/Asst Principal
    - The Director reviews the report and then authorizes payment with signature and submits it to the Business Office for payment.

MONITORING PROCEDURES

This is the process for the fiscal monitoring of participants in Region XIV programs.

- The Business Office will retrieve prior year audits on TEA's audit report website and select each entity according to their county-district number.
    - If an audit report is not yet available on TEA's website, keep checking back.
- Find the section marked "Findings and Questioned Costs" (some entities have elected to have this in a separate report) and download all pages related to this.
- From the downloaded pages it will be determined if the entity's auditors noted any findings or questioned costs and recorded on a spreadsheet according to one of four scenarios on these pages:
    - There are no findings or questioned costs
    - There are findings relating to the financial statements
    - There are findings relating to the federal awards, or
    - There are findings relating to both the financial statements and federal awards
- If the entity has findings or questioned costs, see if the entity has addressed the issue through a corrective action plan, if this is so then the report is downloaded.
- If findings and/or non-compliance issues are identified by the audit, then the Entity may be subject to a desk review depending on the impact to the validity of information reported on the quarterly reports.
- Occasionally, there may not be a section on findings and questioned costs related to federal programs because the entity did not meet the threshold of federal spending ($1,000,000 or more).

COST PRINCIPALS

Grantees are required to have written procedures for determining the *allowability* of costs charged to federal grants. 2 CFR § 200.302(b)(7). All costs must be allowable under the federal cost principles in 2 CFR Part 200, Subpart E, and under the terms and conditions of the specific federal award.

Expenditures must be aligned with budgeted items in the approved grant application. Certain changes or variations from the approved budget and grant application need prior approval from TEA or other awarding agency. Refer to TEA's guidelines on When to Submit an Amendment (under *Amendment Submission Guidance*) to determine when an amendment to the budget is required for TEA grants.

When determining how the District will spend grant funds, Directors/Associate Directors will review the proposed cost to determine whether it is an allowable use of grant funds *before* obligating and spending those funds on the proposed goods or services. All expenditures made with federal education funds must meet the standards outlined in 2 CFR 200.403, All staff must consider the following factors when making an allowability determination.

ALLOWABILITY OF COSTS

This procedure defines the process for identifying allowability of costs to the District's local, state, and federal funds. (2 CFR 200.403)

- For costs to be allowable they must meet the following factors:
    - Costs must be necessary and reasonable for proper and efficient performance and administration.
        - Costs associated with State and Federal Grants are identified in the grant application and approved.
        - Local budgets are approved by the District Board for allowable costs.
    - Be authorized or not prohibited under Federal, State or local laws or regulations.
    - Is consistent with policies, regulations, and procedures that apply uniformly to awards and other activities of the CCISD.
    - Cost cannot be charged as both direct and indirect
    - The cost must also be allowable according to the generally accepted accounting principles.
    - The cost must not be included as a cost or used to meet cost sharing or matching requirements of any other Federal award
    - Cost must be incurred during the approved budget period

NECESSITY OF COSTS

This procedure defines the process for the District to identify necessary costs to local, state, and federal programs. (2 CFR 200.403 2 CFR 200.404)

- A cost is necessary for proper and efficient performance of state/federal grants and local programs.
- Federal and State grants require specific objectives to accomplish the intent of federal and/or state dollars.
    - The District identifies tasks to accomplish objectives within the grant applications.
    - Necessary costs are identified in the grants to implement activities to accomplish the objectives.
- Local programs are identified based on the needs of The District's customers.
- The District identifies all programs in their district or campus improvement plan.
- Employees identify the tasks associated with the program on the pre-acquisition form requesting approval for necessary costs.

REASONABLENESS OF COSTS

- This procedure defines the process for the District to identify reasonableness of costs to local, state, and federal programs. (2 CFR 200.404)
- A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost.

- Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the governmental unit.
    - Costs associated with State and Federal Grants are identified in the grant application and approved.
    - Local budgets are approved by the District Board for allowable costs
- The restraints or requirements imposed by such factors as: sound business practices; arm's length bargaining; Federal, State and other laws and regulations; and, terms and conditions.
- Market prices for comparable goods or services.
    - The District's purchasing procedures adhere to Texas Government Code and Texas Education Agency's Financial Accountability Reporting Standard Guide resulting in all purchases being made at the best value.
- District employees, board members, and vendors are required to complete and sign a Conflict of Interest Form
    - Significant deviations from the established practices of the District may unjustifiably increase cost.

ALLOCABILITY OF COSTS

- This procedure defines the process for identifying allocability of the Districts costs to local, state, and federal dollars. (2 CFR 200.405)
- A cost is allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received.
    - Costs are allocated on the pre-acquisition form when items and/or services requested benefit more than one program based on the benefit to the program.
- All activities which benefit from the District's indirect cost will receive an appropriate allocation of indirect costs.
- Allocable costs will not be charged to any other Federal awards to overcome fund deficiencies, to avoid restriction imposed by law or terms of the Federal awards, or for other reasons.
    - The District may shift costs that are allowable under two or more funding sources in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.
- If cost benefits two or more projects or activities in proportions that can be determined, the cost must be allocated to the projects based on the proportional benefit.
    - If a cost benefits two or more projects or activities in proportions that cannot be determined then costs may be allocated on any reasonable documented basis.
- Purchases of equipment or other capital assets are specifically authorized under a Federal award, the costs are assignable to the Federal award regardless of the use when no longer needed for the purpose for which it was originally required.

DIRECT AND INDIRECT COSTS

CLASSIFICATION OF COSTS

There is no universal rule for classifying certain costs as either direct or indirect (F&A) under every accounting system. A cost may be direct with respect to some specific service or function, but indirect with respect to the Federal award or other final cost objective. Therefore, it is essential that each item of cost incurred for the same purpose be treated consistently in like circumstances either as a direct or an indirect (F&A) cost in order to avoid possible double-charging of Federal awards. Guidelines for determining direct and indirect (F&A) costs charged to Federal awards are provided in this subpart. 2 CFR § 200.412

CLASSIFICATION OF COSTS 2 CFR § 200.413

Direct costs are those costs that can be identified specifically with a particular final cost objective, such as a Federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy. Costs incurred for the same purpose in like circumstances must be treated consistently as either direct or indirect (F&A) costs.

Identification with the Federal award rather than the nature of the goods and services involved is the determining factor in distinguishing direct from indirect (F&A) costs of Federal awards. Typical costs charged directly to a Federal award are the compensation of employees who work on that award, their related fringe benefit costs, the costs of materials and other items of expense incurred for the Federal award. If directly related to a specific award, certain costs that otherwise would be treated as indirect costs may also be considered direct costs. Examples include extraordinary utility consumption, the cost of materials supplied from stock or services rendered by specialized facilities, program evaluation costs, or other institutional service operations.

The salaries of administrative and clerical staff should normally be treated as indirect (F&A) costs.

- Direct charging of these costs may be appropriate only if all of the following conditions are met:
- Administrative or clerical services are integral to a project or activity;
- Individuals involved can be specifically identified with the project or activity;
- Such costs are explicitly included in the budget or have the prior written approval of the Federal awarding agency; and
- The costs are not also recovered as indirect costs.

Any direct cost of a minor amount may be treated as an indirect (F&A) cost for reasons of practicality where such accounting treatment for that item of cost is consistently applied to all Federal and non-Federal cost objectives.

The costs of certain activities are not allowable as charges to Federal awards. However, even though these costs are unallowable for purposes of computing charges to Federal awards, they nonetheless must be treated as direct costs for purposes of determining indirect (F&A) cost rates and be allocated their equitable share of the non-Federal entity's indirect costs if they represent activities which:

- Include the salaries of personnel,
- Occupy space, and
- Benefit from the non-Federal entity's indirect (F&A) costs.

For nonprofit organizations, the costs of activities performed by the non-Federal entity primarily as a service to members, clients, or the general public when significant and necessary to the non-Federal entity's mission must be treated as direct costs whether or not allowable, and be allocated an equitable share of indirect (F&A) costs. Some examples of these types of activities include:

- Maintenance of membership rolls, subscriptions, publications, and related functions. See also §200.454.
- Providing services and information to members, legislative or administrative bodies, or the public. See also §§ 200.454 and 200.450.
- Promotion, lobbying, and other forms of public relations. See also §§ 200.421 and 200.450.
- Conferences except those held to conduct the general administration of the non-Federal entity. See also § 200.432.
- Maintenance, protection, and investment of special funds not used in operation of the non-federal entity. See also § 200.442.
- Administration of group benefits on behalf of members or clients, including life and hospital insurance, annuity or retirement plans, and financial aid. See also § 200.431.

INDIRECT (F&A) COSTS 2 CFR § 200.414

The negotiated rates must be accepted by all Federal awarding agencies. A Federal awarding agency may use a rate different from the negotiated rate for a class of Federal awards or a single Federal award only when required by Federal statute or regulation, or when approved by a Federal awarding agency head or delegate based on documented justification as described in paragraph (c)(3) of this section.

The Federal awarding agency head or delegate must notify OMB of any approved deviations.

The Federal awarding agency must implement, and make publicly available, the policies, procedures and general decision-making criteria that their programs will follow to seek and justify deviations from negotiated rates.

As required under § 200.204, the Federal awarding agency must include in the notice of funding opportunity the policies relating to indirect cost rate reimbursement, matching, or cost share as approved under paragraph (e)(1) of this section. As appropriate, the Federal agency should incorporate discussion of these policies into Federal awarding agency outreach activities with non-Federal entities prior to the posting of a notice of funding opportunity. Pass-through entities are subject to the requirements in 2 CFR § 200.332(a)(4).

The US Department of Education (USDE) has given TEA authority to issue indirect cost rates for independent school districts (districts), open-enrollment charter schools, and certain other government entities. To recover any indirect costs, these grantees must request and receive a new indirect cost rate for every school year.

Grantees that receive their indirect cost rates from TEA use the rates to recover their organization-wide administrative costs of managing federal grants, such as costs related to accounting, budgeting, purchasing, auditing, and payroll processing. TEA allows these grantees to use indirect cost rates to recover the organization-wide administrative costs of managing state grants as well.

TEA issues two indirect cost rates to local educational agencies (LEAs), a restricted rate and an unrestricted rate.

RESTRICTED RATE

The restricted indirect cost rate is used for grant programs where the supplement, not supplant requirement applies. The majority of the grants that TEA administers are subject to supplement, not supplant, and the restricted indirect cost rate is applied to them.

UNRESTRICTED RATE

The unrestricted indirect cost rate is applied to grants not subject to the supplement, not supplant requirement.

TEA has developed a data collection methodology that populates PEIMS data into an ICRP. However, a small amount of the required ICRP data cannot be obtained through PEIMS. Therefore, districts are asked to provide a small amount of additional costs data to TEA through the submission of an ICRP ACW. Districts can easily obtain the additional costs data by running simple queries within their financial accounting systems. Districts will not be required to analyze or classify any costs in the ICRP ACW. TEA: INDIRECT COST RATES

SPECIAL CONSIDERATIONS

INTERAGENCY SERVICE § 200.417

The cost of services provided by one agency to another within the governmental unit may include allowable direct costs of the service plus a pro-rated share of indirect costs. A standard indirect cost allowance equal to ten percent of the direct salary and wage cost of providing the service (excluding overtime, shift premiums, and fringe benefits) may be used in lieu of determining the actual indirect costs of the service. These services do not include centralized services included in central service cost allocation plans as described in Appendix V to Part 200. CLYDE CISD currently does not operate interagency services.

END OF MONTH PROCESS

In Ascender the End of Month Closing utility controls the processes that close the current accounting period and opens the next accounting period for accounting purposes. The controlled processes are as follows:

- Deferring unpaid checks.
- Closing the accounting period.
- Adding a process date to the current closing account period transaction.
- Updating balances in general ledger records.
- Resetting the current accounting period to the next accounting period in the fiscal year.

When the end-of-month closing is complete, the following occurs:

- The contra offset records are recreated.
- Transactions are updated with a processed date.
- Ending balances for the period are brought forward.
  - The current ending balance is moved to the current beginning balance.
  - The posting balance is moved to the current ending balance.
- The accounting period is incremented by one.

MONTHLY INTEREST RATINGS

This procedure defines the process that ensures monthly interest is booked to local funds.

- Monthly the investment bank websites are accessed to retrieve the interest earned for the month.
- The interest is entered into the Interest Journal and posted in Ascender.

MONTHLY BANK RECONCILIATION

This procedure defines the process that ensures monthly that the District agrees and is reconciled to the bank statement.

- Monthly the Accountant accesses First Financial Bank's website and downloads the monthly bank statement.
- Beginning balance is entered from the previous month.
- Cash Receipts report is pulled from Ascender and reconciled to the bank statement to ensure all deposits have been captured.
- Balance per bank statement is entered along with any outstanding deposits and checks.
  - Outstanding checks are determined by pulling the previous month's outstanding check listing, current month disbursement listing from Ascender and confirmed by the bank statement if the check has cleared or not.
  - Outstanding checks are then itemized on the bank reconciliation.
  - Cash balance per books is pulled from Ascender
- Reconciled ending cash balance per books, reconciled bank cash balance per bank statement and cash balance per books should all match for all to be reconciled.
  - Once all is reconciled the Bank Reconciliation Report is printed, attached to the bank statement and a report from Ascender of the cash balances per fund.

MONTHLY CLOSEOUT

This procedure defines the process that ensures that each fund is charged for pooled costs for the month and that the bank account is reconciled.

- General journal entries are made to record interest earned from the varying investment and checking accounts.
- Reconciliation of bank.
- Adjusting journal entries are entered.
- Once all above are completed the month is closed.

ACCOUNT CODING CHANGE

This procedure defines the process used by Components to change previous charges to a different account code.

- CCISD Components may have to change previous expense/revenue codes to different account codes.
- When this need arises the staff responsible must email the CFO.
- The Chief Financial Officer will then record the change and document it as a General Journal Entry.
- Expenditures/Revenues are coded to the proper finance accounts.

JOURNAL ENTRIES

The procedure applies to performing journal entries that are sometimes necessary to reclassify expenditures and/or revenue. This can be caused by the original classification being posted incorrectly.

- The Chief Financial Officer will need to make journal entries to the CCISD's financials when changes are needed.
- Journal entries made that exceed $1,000 will be verified
    - The Chief Financial Officer will approve journal entries made by the Business Consultant and Accountant.
    - Business Consultant will approve Chief Financial Officer's journal entries.

END OF MONTH PROCESS

PAYMENT ONLY AFTER SERVICES ARE PERFORMED

For both state and federally funded contracts, it is not permissible under Texas law to pay a contractor or consultant in *advance* of performing services. Advance payment to contractors is considered "lending credit" to the contractor and is prohibited under the *Texas Constitution*, Article 3, §§ 40 and 52. For ongoing services that occur monthly, payment can be made at the end of every month (based on a proper invoice submitted by the contractor and verification of work performed) for services performed during the month, or some other similar arrangement.

Consultants and contractors will not be paid without having a properly signed and dated contract or other written agreement in place which clearly defines the scope of work to be performed, the beginning and ending dates of the contract, and the agreed-upon price. The contract should also include a description of the payment procedures.

Upon performance of services (monthly or upon completion of services), the contractor is required to submit an *invoice* to the District that contains at a minimum the following:

- a clear identification of the contractor/consultant, including name and mailing address
- a corresponding contract (or written agreement) number, if applicable
- the dates (beginning and ending date) during which the services were performed (i.e., billing period)

VERIFICATION OF RECEIPT OF GOODS AND SERVICES PROVIDED BY CONTRACTORS

If the purpose of the contract or purchase order is to deliver goods, the Purchasing Agent in the Business Office will verify that the quantity and quality of goods were received as specified in the contract/purchase order. The receiving report and procedures used in all other state/local purchases will be used for all federal purchases.

If the purpose of the contract is to purchase services, the CFO/Principal/Asst Principal will verify that the quality and scope of services were received as specified in the contract.

PROMPT PAYMENT TO VENDORS/CONTRACTORS

The District pays all vendors/contractors within 30 days of receipt of a proper invoice and the receipt of the goods or services in accordance with the Texas Prompt Payment Act. *Government Code, Chapter 2251, Subchapter A, for all contractors, and* Property Code, Chapter 28 for Construction Contractors.

ACCOUNTS PAYABLE

This procedure applies to Business Services and how accounts payable is processed.

- When purchases are made whether through the purchase order process, payment authorization, credit card authorization, travel reimbursement; it is the responsibility of the originator to follow this procedure.
    - All correct forms must be submitted properly filled out with attached documentation.
    - Proper account codes must be on the appropriate form requesting payment.
    - There must be an approval signature.
    - If there are special handling forms and remittance information shall be attached to the top left side of the document used to request payment.
- For all purchases that have a purchase order, the vendor/third party is required to submit the invoice to the Central Business Office. In the event that an employee receives the invoice, they are required to forward the invoice to the Central Business Office for processing.
- When the receipt of the goods or services has been confirmed and the invoices describing services provided are received in business office (e.g., the quantities and descriptions of products purchased, or specific details of services purchased, such as service dates, total hours and number of students to whom the services were provided where applicable), payment is ready to be made. Confirmation occurs with the receipt of the packing slip.

- The purchase order is retrieved and attached to the invoice and the packing slip.
- In the event an invoice and packing slip are received that did not have a corresponding purchase order, a Payment Authorization form must be completed.
- Daily invoices and all other payment authorizations are input into Ascender for check run to take place as needed.
- Once all detailed information has been received, the system will only process the payment request if there are sufficient funds. Once the system has determined that sufficient funds are available, the payment request is placed in queue for the weekly check run.
  - If the system indicates a lack of sufficient funds, the business office will contact the originator.
  - If the lack of sufficient funds is at the function level, the Board of Trustees must approve a budget amendment.
- When it is time for the weekly check run, the business office will take appropriate action to correct any issues.
  - Once changes and corrections are made a final Check Payment list is printed.
  - The Check Payment list is then forwarded to the Superintendent or designee for final approval.
- Upon approval of the Check Payment list, Ascender will generate checks and post to the system.
- After the checks have been printed the business office will pull any remittance information and place it with the check and place it in an envelope to be mailed.
- The file copy of the check is attached to the invoice and filed by vendor name in the vendor filing cabinet.

CANCELLATION OF PURCHASE ORDERS
This procedure applies to any purchase order issued by the District that must be cancelled.
- When goods and/or services need to be cancelled the employee who requested the item will call the purchasing agent to notify of the cancellation.
- The Purchasing Agent will then proceed to cancel the goods and/or services with the vendor if the order has been placed.
  - If the order has not been placed, then the purchasing process is terminated.
- The Purchasing Agent will retrieve the purchase order in Ascender.
  - Add note to why the purchase of goods and/or services was cancelled.
  - Reverse the purchase order.

PAYMENT AUTHORIZATION
This procedure describes the process the business office uses for making payment for expenditures that did not have a purchase order or not paid for with a credit card.
- When the District receives a bill that needs to be paid, without having encumbered a purchase order, a Payment Authorization form must be completed and signed by the Director/Principal and Superintendent.
  - The Payment Authorization form is forwarded to the business office.
  - Documentation of expenses must be attached to the Payment Authorization form.
  - If it exceeds $.01 it must have CFO approval.

- The Central Business Office enters the Payment Authorization information into Ascender for payment.
- Once the check run is complete, the check is mailed or, upon request, vendors pick up checks in the business office.

PURCHASE CARDS (DISTRICT-ISSUED CREDIT CARDS)

The use of district-issued credit cards is carefully controlled and monitored to prevent fraud, waste, and abuse. Section 3.5 in Module 5 of the FASRG addresses the use of credit. The District superintendent, business manager, human resources director, and procurement director work together to set and enforce policies and procedures. Misuse and abuse will not be tolerated.

In accordance with suggested procedures in *Module 5* of FASRG, the District:

- Holds reviewers of credit card purchases to the same standards as cardholders.
- Applies the same set of rules to all card users, although spending limits may vary.
- Restricts card usage by spending limits, unauthorized merchant category codes.
- Issues cards to employees only after they have completed training on the purchasing card program.

SEGREGATION OF DUTIES

- Identifies certain employees to be cardholders and others within the same department to be reviewers of the cardholders' purchases.
- Does not allow the same employee to buy, receive, approve, and reconcile card purchases.

CARDHOLDERS

- Requires cardholders to turn in detailed receipts in accordance with policies and documenting the business reason. Restaurant receipts must include line-by-line detail of the order.
- Requires cardholders to complete training prior to receiving a card and acknowledge in writing receipt of the policy and procedure manual.

MONITORING AND OVERSIGHT

- Is selective when issuing cards--focus on repetitive, small-dollar purchases.
- Keeps limits as low as possible to accommodate normal business needs. If there is a need to allow for emergency purchases, certain employees can have a higher limit.
- Uses the software to review the average spent by the cardholder, purchases from unauthorized suppliers, purchases shipped to the cardholder's home, and purchase amounts slightly below purchase limits.
- Review reports provided by the card programs such as declined authorizations report, disputes report, and lost/stolen card report which can reveal employees in need of additional training or attempting to misuse the card.
- Reviews district-wide activity periodically to identify frequently used vendors or products to consider negotiating volume discounts in order to obtain best prices for the district.
- Encourages staff to report any fraud to the business office.

Each credit card transaction must be properly accounted for. Refer to *II. Financial Management System, E. Accounting Records, Documentation Associated with Using District Credit,* for specific information related to the proper accounting of credit card purchases.

CREDIT CARD MANAGEMENT OF ACCOUNTS

This procedure describes the process of managing the accounts of credit cards issued to employees.

- The Central Business Office staff will monitor employee credit card limits and usage. Pre-approval travel forms will be reviewed by the CFO on a monthly basis to ensure travel limits are not exceeded.
- If the limit will be exceeded the CFO will increase the card limit.
- When credit cards need to be increased due to other purchases, employees must notify their director via email and then CFO/Principal/Asst Principal must forward email to the CFO verifying approval
    - Limits will be reduced the following month

CREDIT CARD PURCHASES

- This procedure describes the process the Business Office uses for paying the credit card bill.
- Credit cards may be used for valid business expenses only.
- These include expenses associated with travel, conference registrations, supplies and materials from vendors that require pre-payment.
    - Expenses that should not be charged on the card include fuel in personal vehicles, personal purchases, meals, which will be refunded per diem, and any prohibited program expense.
- Credit Card payments are issued by either purchase order or a Payment authorization.
- Payment authorization form is completed with attached receipts and electronically submitted to the Director/Associate for approval.
- If a purchase order was issued then the employee is responsible to attach the credit card receipt to the purchase order.
    - Documentation should be delivered to accounts payable in The Central Business Office within 5 days.
- Weekly the Accounts Payable Manager retrieves the component's credit card transactions and emails to the appropriate Department Secretary.
- The secretaries are then responsible to gather all receipts, Payment authorization, and reconcile to the statement.
- When statements are reconciled per receipts, then all is submitted to the Business Office for payment to be issued.

VENDORS

PREQUALIFIED LISTS

The District ensures that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. 2 CFR § 200.319(d). The District accomplishes this by conducting internet searches, including using [vendor searches available through the Texas Comptroller of Public Accounts], and by using other less technologically-advanced tools to locate and identify potential contractors. Also, the District will not preclude potential bidders from qualifying during the solicitation period.

APPROVED VENDORS

This procedure defines the process for maintaining an approved vendors list. (2 CFR 200.318(b), FASRG Module 5: 3.2 and 3.6)

- All purchases must be made from an approved vendor.
  - Vendors include any individual or company in which the CISD receives goods or services from.
    - This excludes stipends and mileage reimbursement.
- Texas Education Code 44.031 states that in determining contract awards to vendors, the district shall consider:
  - The purchase price
    - The reputation of the vendor and of the vendor's goods or services
  - The quality of the vendor's goods or services
    - The extent to which the goods or services meet the district's needs
  - The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses.
  - The total long-term cost to the district to acquire the vendor's goods or services
  - Any other relevant factor specifically listed in the request for bids or proposals, which could include:
    - Vendor response time
    - Compatibility of goods/products purchased with those already in use in the district
- A vendor is approved upon completion of the [Vendor Information Packet]
- A Vendor Information Packet is to be completed by the vendor submitted to the Business Office which includes the following:
  - W9
  - Direct Deposit Authorization
  - Conflict of Interest
  - Certification of No Boycott of Israel Form
  - EDGAR Certifications
- When the packet is received in the Business Office the vendor is verified through the System of Award Management Debarred Vendor's list and the State Comptrollers Debarred Vendor's list to ensure the vendor has not been debarred.
  - If debarred the vendor is notified and business will not continue.
  - The vendor is added to the Ascender Vendor list.
- Every two years the vendor list is review
  - If the vendor has had no activity they will be removed from the approved vendor list.
  - All other vendors will be required to submit a New Vendor Packet

VENDOR QUALITY AND PERFORMANCE

This procedure defines the process for maintaining quality vendors for purchases. (2 CFR 200.318(b), FASRG Module 5: 3.2 and 3.6)

- When nonconforming products/services are received by an Approved Vendor the Nonconforming Vendor Report must be completed.
  - Upon completion by the requestor and approval of the Principal, the Nonconforming Vendor Report is submitted to the Central Business Office for the official complaint.
  - In extenuating circumstances, the Principal has the administrative discretion to immediately discontinue use of a vendor due to vendor performance or product quality.
- Every two years' vendors that have not had any activity will be removed from the approved vendor list.
- Outsourced workshops involving outside consultants that directly affect service are classified as vendors in Ascender.
  - Outside Consultants providing workshops are evaluated by participants as the standard practice for workshops.
- Clyde CISD **vendor performance records will be retained according to the district's records retention schedule.**

TRAVEL

Travel costs are the expenses for transportation, lodging, subsistence (i.e., meals), and related items incurred by employees who are in travel status on official business of the District. TEA's policy for reimbursing travel is more restrictive than the federal cost principles allow. In an effort to keep travel costs reasonable, TEA restricts reimbursement for travel paid from federal and state grants to rates that are specified in the State of Texas *General Appropriations Bill, Article IX, General Provisions, Travel Regulations*, in effect for the particular grant period. TEA regularly publishes information and guidance about allowable travel costs and rates on the Administering a Grant page (scroll down under *Handbooks and Other Guidance*).

The federal cost principles allow for reimbursement for meals on a *per diem* basis, whether or not the employee actually spends the entire per diem. TEA, however, in following the travel restrictions specified in the Appropriations Bill for state employees, allows for reimbursement of meals at *actual costs*, not to exceed the federal rate for the locale, or local policy, *whichever is less*. Travel *allowances* (where the employee is reimbursed the per diem rather than actual costs whether or not the employee actually spends all of the maximum allowable per diem) are not allowable charges to state and federal grants in Texas. The State of Texas defines reimbursement of the difference between the maximum per diem and the actual amount spent on meals as a "gift of public funds", which is unallowable per the Texas Constitution. Therefore, the District ensures that its travel policy and reimbursement practices reflect this requirement.

Additionally, if local District policy provides for reimbursement for travel expenses at an amount that exceeds the rates allowed by TEA, the District pays the difference from state or local funds. District policy does not] provide for reimbursement of travel expenses at a higher rate as specified in the District's written travel policies.

In general, reimbursement from state or federal grants for employees on travel is limited to the following:

- the *actual* cost of meals incurred by the employee per day, not to exceed the maximum allowable federal per diem rate
- the *actual* cost of lodging, not to exceed the current federal rate in the locale to which the employee is travelling
- the actual cost of coach airfare
- actual mileage in a personal vehicle
- the cost of a rental car and gasoline

Applying Meal Funds to Lodging Reimbursement: Per guidance from TEA related to travel, for both in-state and out-of-state travel, the traveler may apply funds available for meal reimbursement (i.e., up to the rate specified in the Federal Rate Schedule) toward lodging. For example, if the traveler chooses to stay in a hotel that costs $10 more per night than the allowable maximum for lodging, the traveler may apply $10 of the maximum available for meal reimbursement per day toward the lodging rate. If the traveler chooses to apply meal reimbursement to lodging, the maximum meal reimbursement rate per day is reduced by the same amount (applying $10 of the meal reimbursement to lodging would reduce the meal reimbursement by $10 per day). Note: All lodging costs must still be *reasonable* and *necessary*.

NOTE: The opposite case does not apply; that is, a traveler may *not* reduce the amount spent on lodging and increase the amount spent on meals. Under no circumstances may a traveler be reimbursed from grant funds for meals at a rate that exceeds the rate given on the Federal Rate Schedule.

The District does not reimburse employees for temporary dependent care costs.

PRE-DETERMINED CONFERENCE HOTEL LODGING RATES

The primary goal is to demonstrate that the employee is staying in the most cost-effective (while still being safe) hotel lodging. If the hotel *conference* rate *exceeds* the federal rate for the locale, check the rate of hotels in close proximity and **print or record the rates in writing**. If the hotel is within walking distance and is within the federal rate for the locale, it may be difficult to justify staying at the conference hotel at the higher rate.

But if the hotel with a lower rate is *not* within walking distance and **would require the traveler to travel by bus, taxi, or even rental car to get to the hotel conference facilities each day**, it may be justifiable to stay at the conference hotel with the higher rate if the traveler can document that it would cost more to stay at another hotel and pay for the bus or taxi at least twice per day, or even pay for a rental car and gas and parking for the rental car (whichever is the most economical) than to stay at the conference hotel.

Complete and accurate documentation must be maintained in order for this scenario to be considered acceptable by an auditor or monitor. The traveler must obtain prior approval prior to travel and the written form must be approved by the Superintendent or CFO.

NON-EMPLOYEE TRAVEL REIMBURSEMENT

This procedure defines the process for reimbursement of District related travel expenses for non-employees.

Non-employees being reimbursed from the District for travel must complete the Non-Employee Travel Reimbursement Form for reimbursement.

- If mileage is being claimed then map quest or similar application must be used to determine the miles driven and attached.
- If meals and hotel expenses are claimed the maximum reimbursed is the allowed amount per the GSA.
  - GSA must be attached to the Non-Employee Travel form verifying the amount claimed.
  - The Travel Reimbursement Form should be turned in for payment as soon as the trip is completed.
  - Receipts for fares, hotel, car rental, parking, etc. must be attached to the form.
  - Agenda and or documentation regarding the purpose of the travel must be attached.
  - The non-employee submits the Non-Employee Travel form to the Principal for approval.

The Business Office checks travel form(s) for accuracy.

- Subsistence is verified by date, time, and amount for each meal and lodging so to be in compliance with GSA.
- Mileage and miscellaneous travel expenses are verified to make sure calculations are accurate.
- If travel exceeds $1,000 it must be approved by the Superintendent.
- The form(s) must then be submitted to the Business Office for payment.
- The Central Business Office must receive the Non-Employee Travel form in order to be paid with that week's accounts payable run.
- The form(s) is then entered into Ascender for payment.
- Travel checks for non- employees are mailed following the check run.

PRE-APPROVAL OVERNIGHT TRAVEL

This outlines the process to follow when District staff need to travel overnight.

- When an employee needs to travel overnight they must complete the overnight travel form
  - Include estimated cost based on GSA allowance for meal, travel, and hotel.
  - Include registration costs
  - Identify if a check is required for payment.
  - Include documentation for the purpose of travel, such as agenda.
  - Submit to the Principal for approval.

- Upon Principal approval the Overnight Travel form is submitted to the Superintendent for approval.
- Upon Superintendent approval the form is submitted to the Business Office.
- The Central Business Office completes the purchase order in Ascender for the travel costs including registration, employee reimbursement and hotel.
- Once purchase orders are approved by the Principal, travel arrangements may be made.

EMPLOYEE TRAVEL REIMBURSEMENT

This procedure defines the process for reimbursement of work-related travel expenses for District employees as determined by the Texas Comptroller of Public Accounts.

- Travel expenses are to be reported on the District Travel Reimbursement Form. The following rules apply to all employees of the District with reference to travel expense reports:
- Travel expenses must be in compliance with district policy DEE (Local).
- The completed Travel Reimbursement Form shall be submitted to the business office within 10 days of completion of the travel.
- Reimbursement will not be made unless all supporting documentation, required forms or third-party source records are attached.
- Each employee's Travel Reimbursement Form shall include only his/her own expenses. Separate bills shall be obtained whenever possible.
- Receipts for monies expended for railroad, air or bus transportation, hotel accommodations and registration are to be submitted with the Travel Reimbursement Form as evidence of the expenditures.
- Miscellaneous expenses for incidentals, amusements, valet parking (unless self-parking not available), non-business telephone calls, or any other unauthorized expense will not be approved for reimbursement.
- The "Other Expenses field" on the Travel Reimbursement Form is for requesting reimbursement for baggage handling, airport or hotel parking fees, taxi fares, etc., that are often associated with the conduct of official school business. Receipts are required.
- Membership dues included as part of the convention/conference registration are the responsibility of the individual employee unless the membership involves student competition or there is a registration fee reduction when two or more District representatives attend the same conference that equals or exceeds the membership dues.

EMPLOYEE TRAVEL ADVANCES

Travel advances are only allowed when students are involved or a Teacher/Director takes a group for travel.

- Employee enters a Purchase Requisition for a Travel Advance with detail - number of students (staff), what funds are used for, and the amount.
- The Principal approves and submits the online Purchase Requisition to the business office for advance to be issued.
- When funds are distributed to students, each student must sign and write the amount given on the Travel Advance/Reconciliation form.

- Immediately upon return to the district, the employee completes the reconciliation portion of the Travel Advance and Reconciliation form and returns it to the business office.
    - If receipts and unspent cash match the Travel Advance and Reconciliation Form, the request is signed by the employee and the business office. The settle-up shall take place with the employee present.

If receipts and unspent cash do not match the Travel Advance and Reconciliation Form, the reconciliation portion is completed and the business office may reimburse the employee, or the employee may reimburse the district. Additional receipts may be required to accurately complete the reconciliation process.

REGISTRATION AND/OR MILEAGE ONLY

- Submit the completed Travel Overnight Travel Form in Eduphoria!. To be approved by the principal and The Central Business Office. Once approved, submit the purchase request in Ascender. Registration may be completed online using the PO # or a check can be issued.
- For advanced registration, submit a Purchase Request in Ascender payable to the vendor. This original registration form will be mailed with payment to the vendor. Indicate on the Purchase Request that the registration form shall be sent with the check.

MEAL ALLOWANCES

Reimbursement for meals will not be allowed unless there is an overnight stay or students are traveling with the staff member.

District, State and Federal Funds:

- The district will reimburse an employee's actual meal cost up to $63. The maximum allowable includes gratuities.
- Receipts are not required if a per diem check has been issued; however if a District Credit Card is being used, receipts must be turned in to the Business Office.
- On travel days, actual cost up to two meals may be reimbursed.
- If a meal is provided at a function being attended, such as a banquet included in the conference registration, that meal will not be eligible for reimbursement. Alcoholic beverages shall not be consumed during regular business hours when on official school business.
- Charges of any alcoholic beverages are the responsibility of the employee.

LODGING

- Reservations through the Internet are acceptable under the following guidelines:
    - Reservations by this method are charged state sales tax and possibly a processing fee. Total amount must be equivalent to or less than the allowable rate.
- A Texas Hotel Occupancy Tax Exemption Certificate must accompany payment to the hotel to avoid paying state taxes. This certificate may be picked up from the business office or downloaded from the school website.
    - When checking into the hotel, provide the clerk with the Texas Hotel Occupancy Tax Exemption Certificate.
    - Upon checkout, review the billing to ensure that state sales tax was not charged.

    - The District will not provide reimbursement for state sales tax (unless traveling outside of Texas).
- Hotel rates vary, and every effort shall be made to obtain the most economical and practical accommodations available considering the purpose of the meeting.
- Lodging rates allowable are found by going to the U.S. General Services Administration's (GSA) website at www.gsa.gov. If the destination is in Texas and is not listed on the GSA site, the posted allowable rates on the Comptroller's website are to be used.
    - Original, itemized receipts are required.
    - Amounts in excess of the above limits are the responsibility of the employee.

TRANSPORTATION

- When an employee uses his/her personal vehicle on official school business, mileage is reimbursed only if:
    - A school vehicle was not available
    - A Transportation request was submitted
- The maximum allowable for travel on official school business may not exceed the amount of the standard airline fare to that location.
- The mode of transportation is the one in the district's best interest. It shall be the most cost-effective mode.
- First-class airline travel will not be permitted. Airline receipts are required.
- Contact the business office before making any airline reservations.
- Reservations through the Internet are acceptable under the following guidelines:
    - A "Print Screen" of the reservation or email confirmation is required for payment.
    - A copy of the employee's credit card statement showing the employee incurred these charges is necessary for reimbursement.
- Toll road fees may only be reimbursed in the instance that the toll road is the most cost effective or efficient route. Official toll road receipts and written justification must be provided as support for the reimbursement.
- The rate of reimbursement for the employee's personally owned motor vehicle is based on the state-approved rate. Except for the cost of airport parking incurred while on official business or parking fees required for transaction of school business, no additional expense incidental to the operation of such motor vehicles shall be allowed.
- Receipts are required for monies expended for railroad, air, taxi, parking fees, etc.
- MapQuest shall be used for computing miles traveled by automobile.

USE OF PERSONAL VEHICLE FOR DISTRICT BUSINESS

The Travel Reimbursement Form must be completed by employees to claim approved mileage reimbursement. This information comes from MapQuest.

- The intent of the mileage reimbursement is to reimburse for all actual business miles driven in excess of the commuting miles from your home to your primary work location and back. If there are no miles driven in excess of normal commuting miles, no reimbursement is due.
- All mileage reported shall be based on MapQuest.
- Never report miles driven to and from home to your primary work location.

- If you begin your workday at your primary work location, begin reporting miles from that point using MapQuest.
- If you begin your workday at a temporary work location, you may report miles from your home to that location or miles from your primary work location to that location, whichever results in the shortest travel distance reported.
- Record the miles from each work location to the next using MapQuest.
- If you end your workday at a temporary work location, you may report miles from your location to your primary work location or to your home, whichever results in the shortest travel distance reported.
- The approval of the supervisor on the Travel Request Form indicates that the report has been verified for the validity of the activity and that payment is authorized.

Upon prior supervisory approval, when an employee uses his/her personal vehicle and is reimbursed for mileage, additional reimbursement for gasoline is not permitted. It is already included in the mileage rate allotted.

- The odometer readings shall be used to request reimbursement for travel between District locations

When a District employee drives his/her personally owned vehicle, no matter how many passengers, the primary policy of coverage will be his/her own auto policy. The employee's personal auto policy will be fully utilized for any and all comprehensive, collision, or liability claims. If a lawsuit is brought against the employee and/or the school district, the employee's personal auto policy will settle and/or defend all parties involved. The Texas Tort Law limits the amount of employee's liability to $100,000 per person or $300,000 per occurrence.

RENTAL OF VEHICLE FOR DISTRICT BUSINESS

- For information regarding rentals, contact the business office.
- The District is exempt from paying state sales tax in Texas when renting a vehicle for business purposes.
- Gasoline expenses are reimbursable when using a rental car.
  - A receipt is required for reimbursement.
- The District Automobile Insurance Policy (AIP) will cover all liability and physical damage if the District driver is at fault. If the other driver is at fault, then his/her auto policy shall be primary.
  - The District AIP does not cover other physical damage caused by national disaster, vandalism or theft. The additional coverage offered by the rental company would pay for those damages.
  - All vehicle rentals will be done through the business office.

SPOUSE/CHILDREN ACCOMPANYING DISTRICT EMPLOYEE

- In cases where the spouse/children, who are not on official school business, accompany the school official or employee, no expenses for the spouse/children may be reimbursed.
- Only the single standard room rate is to be included in the request for reimbursement.
  - For example, if a double room costs $85 per night, and a single room costs $75 per night, the employee will be reimbursed at the $75 rate
  - If the room is shared with the spouse/children. The employee would be billed for any costs over the single standard room rate.

- It is not permissible to charge any expenses for the spouse/children to the District and later reimburse the district.

MILEAGE ONLY EXPENSE

If mileage is the only expense requested for reimbursement, please submit on the Travel Reimbursement Form.

Reimbursement will be made up to the state-approved rate and must be in compliance with 8.0 above. Toll road fees may only be reimbursed in the instance that the toll road is the most cost effective or efficient method. Official toll road receipts and written justification must be provided as support for the reimbursement.

STUDENT TRAVEL

GENERAL INSTRUCTIONS

All District student travel shall be in compliance with district policies.

OVERNIGHT TRIPS BY STUDENTS

- All individuals and groups representing the District in competition requiring an overnight trip must receive advance written approval through Overnight Trip Form in Eduphoria!.
- Each student and parent/guardian will be required to sign the supporting documents that will include a liability waiver, comments regarding conduct requirements, adequacy of chaperones, and other appropriate data.
- The principal/director's office shall be provided with a list of all students, teacher/sponsors, parents etc. as well as the itinerary.
- Parent/guardian expenses cannot be incurred by the school district unless there is a financial hardship, which will be considered on a case-by-case basis by the principal.

MEAL ALLOWANCE FOR STUDENT RELATED TRIPS (IN-STATE)

- Students and sponsors/coaches (District employees) taking a single day trip will be provided a maximum of $10 for breakfast, $10 for lunch, and up to $10 for dinner, unless otherwise authorized. Receipts will be required if the district credit card is used.
- Students taking a trip requiring an overnight stay will be provided a maximum of $10 for breakfast, $10 for lunch, and up to $10 for dinner, unless otherwise authorized. No receipts will be required.
- Sponsors/coaches (District employees) accompanying students on an overnight trip shall refer to Employee Travel, Section 5.0 for meal allowances. No receipts will be required unless the district credit card is used.

MEAL ALLOWANCE FOR STUDENT RELATED TRIPS (OUT-OF-STATE)

- Students taking a trip requiring an overnight stay out-of-state will be provided a maximum of $30 per day. No receipts are required unless a District credit card is used.

- Sponsors/coaches (District employees) accompanying students on an overnight trip out-of-state shall refer to Employee Travel, Section 5.0 for meal allowances.

APPROVAL REQUIRED

Student travel paid from campus/departmental budgets requires the approval through Eduphoria!.

ADVANCES FOR STUDENT TRAVEL

- Advances for Student Travel shall be processed using the Purchase Order/Purchasing system Sponsor/coaches shall obtain proper original receipts for above items including lodging, parking and gasoline which will be submitted to their principal or the appropriate administrator upon return, who will forward to the Business Office for back up of advanced check or charge to credit card. Receipts are not required for meals unless a District credit card is used.
- Record attendees on the Overnight Travel Request Form located in Eduphoria! and Reconciliation Form along with the number of meals needed. If travel is not overnight a completed purchase requisition must be entered for meals with the number of students attending.
- Documentation showing the amount of registration shall accompany the Payment Authorization.
- Sales Tax Exemption forms for lodging and vehicle rental must be used to avoid being charged the sales tax.
- Cash Advance for Meals for Students and Sponsors/Coaches
    - A Travel Advance and Reconciliation Form Overnight Travel Request Form in Eduphoria! with proper approval shall be sent to the business office to process in the regularly scheduled check run. A breakdown of all meals and a list of students and sponsors/coaches attending must be attached for proper support. The form shall be made payable to one of the sponsors/coaches traveling so that the sponsor/coach can go to the bank to cash the check.
- Cash Advance for Lodging for Students and Sponsors/Coaches
    - A Payment Authorization form Overnight Travel Request Form in Eduphoria! with proper approval shall be sent to the business office to process in the regularly scheduled check run. A breakdown with the number of rooms, room rates, and a list of students and sponsor/coaches traveling must be attached for proper support. The Payment Requisition form shall be made payable to the credit card and reflect the name of the hotel and dates of stay in the comments/notes section. After proper approval is acquired, all purchase requisitions may be entered in Ascender.
- It may be necessary for the principal to use his credit card to pay lodging for student travel. When this happens, a Payment Authorization form to the principal is acceptable. A copy of the receipt from the hotel must accompany the Payment Authorization form along with a list of students and sponsor/coaches traveling.

CAR/VAN RENTAL

- An approved Purchase Order must be on file along with proper approval from the Department of Transportation for vehicle rental.
- An original invoice from the rental company must be attached for proper support.

TRANSPORTATION

- Reimbursement for mileage when the employee uses his/her personally owned vehicle will be at the state-approved rate and must have prior approval from the Superintendent. Request for reimbursement shall be submitted on a Travel Reimbursement Form.
- Toll road fees may only be reimbursed in the instance that the toll road is the most cost effective or efficient route. Official toll road receipts and written justification must be provided as support for the reimbursement.
- When a District employee drives his/her personally owned vehicle, no matter how many passengers, the primary policy of coverage will be his/her own auto policy. Proof of insurance must be provided to the business office before the trip. The employee's personal auto policy will be fully utilized for any and all comprehensive, collision, or liability claims. If a lawsuit is brought against the employee and/or the school district, the employee's personal auto policy will settle and/or defend all parties involved. The Texas Tort Law limits the amount of employee's liability up to $100,000.
- Contact the business office before making airline reservations.

VEHICLE RENTAL FOR STUDENT TRAVEL TO COMPETITIONS

For information regarding rentals, contact the business office.

- Contact the business office for bid information for charter bus service for non-school bus travel.
- A district may not lease a 15-passenger van if it will be used significantly by, or on behalf of, the school or school system to transport students to and from a school related event, unless the 15-passenger van complies with the motor vehicle standards for school buses and multifunction school activity buses.
- The District is exempt from the Texas state sales tax, sometimes referred to as motor vehicle tax; however, out-of-state tax is not exempt.
- The District is not exempt from property rental tax.
- The District Auto Insurance Policy (AIP) will cover all liability and physical damage if the District driver is at fault. If the other driver is at fault, then his/her auto policy shall be primary.
  - The District AIP does not cover other physical damage caused by national disaster, vandalism or theft. The additional coverage offered by the rental company would pay for those damages. However, if renting a vehicle out-of-state, please buy the additional coverage offered by the rental company to avoid any problems.
  - All vehicle rentals shall be made through the business office.
- Reimbursement to Sponsors/Coaches or Reimbursement to District from Sponsors/Coaches must be requested on the Overnight Travel Request Form in Eduphoria! for student travel.
  - After the competition, submit documentation to include a list of attendees, original receipts for lodging, car rental, gasoline and other miscellaneous expenses as backup documentation for money previously advanced. All trip receipts will be returned to the Business Office.
  - If the sponsor/coach had expenses exceeding the amount of the advance, a Purchase Order must accompany the above documentation for the sponsor/coach to be issued a reimbursement.

- If the expenses were less than the money previously advanced, either cash or a personal check from the employee payable to the District must accompany the above documentation within seven (7) days of the trip.

PAYROLL

ALLOWABLE COMPENSATION

Compensation for employees paid from federal funds will be in accordance with the established written policy for compensation for all employees, and the written policy will be consistently applied among all employees, whether paid from state, local, or federal funds. Compensation includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the federal award, including but not necessarily limited to wages and salaries. Compensation for personal services may also include fringe benefits.

Costs of compensation are allowable to be charged to a federal award to the extent that they satisfy the following requirements as specified in 2 CFR § 200.430 and that the total compensation for individuals:

- Is reasonable for the services rendered and conforms to the established written policy of the District consistently applied to both federal and non-federal activities;
- Follows an appointment made in accordance with the District's rules or written policies and meets the requirements of federal statute; and
- Is determined and supported by documentation that meets the federal *Standards for Documentation of Personnel Expenses*.

NEPOTISM

Nepotism involves providing favoritism, such as granting employment, to a person based on his or her kinship with a public official, such as a member of a school board or an officer of a school district.

REQUIREMENTS RELATED TO NEPOTISM

By law, a public official (for example, a member of a school board or an officer of the school district) is prohibited from appointing or approving the appointment of any related person to a position that is paid for with public funds. The prohibition applies to any person related to the public official:

•within the first, second, or third degree by consanguinity (blood relation) or
•within the first or second degree by affinity (marriage).23

A person related to a school public official may serve in a position if the person has served continuously and was originally appointed:

- 30 days before the public official was appointed,
- six months before the public official was elected in an election other than the general election, or
- one year before the public official was elected in a general election.

However, the related public official may not participate in a discussion or a vote for the following purposes if that discussion or vote applies only to the person rather than a category of employees:

- to reappoint the person or confirm the reappointment, to change the person's status or compensation, or
- to dismiss the person.

DETERMINING KINSHIP BY CONSANGUINITY AND AFFINITY

Kinship between two people can be established by either:
consanguinity—the two people have the same ancestor, or one is a descendant of the other, including an adopted child,28 or
affinity—the two people are married to each other or one person is a blood relative of the other person's spouse.

Consanguinity—Blood Relations to a Public Official

Determining Degree of Consanguinity between a School District Public Official and Other Family Members			
Degree of Consanguinity	Relationships Included in Each Degree of Consanguinity		
First Degree	The public official's: •parent •child		
Second Degree	The public official's: •grandparent •grandchild	•sister •brother	
Third Degree	The public official's: •great-grandparent •great-grandchild	A sister or brother of a public official's parent: •aunt •uncle	A child of a public official's sister or brother: •niece •nephew

NEW EMPLOYEE

- Each supervisor hiring a new employee must complete a Request to Hire form in Frontline.
- The employee must complete an I-9, W-4, an Employee Election of Insurance Form, and SSA 1945 form if appropriate.
  - The employee must submit a copy of his/her social security card.
  - The employee must submit a copy of his/her driver's license.
  - The employee must be fingerprinted or show evidence of required fingerprinting.
- The Request to Hire form is matched with the documents previously listed. If there is a variation in the information provided, the employee is contacted for correction. Once information is verified to be accurate, it is entered into Ascender for future payroll processing.

STIPENDS

This procedure defines the process for paying a stipend.

- The Stipend Schedule is completed and submitted to the appropriate CFO/Principal/Asst Principal for approval.
  - This should be completed at the end of the session.

- The CFO/Principal/Asst Principal checks the Stipend Schedule Assignments form for accuracy.
  - Subsistence is verified by date, organization name, and organization's employee name, and amount for the training.
  - Justification or description of stipend being issued.
  - Proper account is listed for the stipend charge.
  - The CFO/Principal/Asst Principal will then approve.
- Payments are issued

SUBSTITUTE TEACHER REIMBURSEMENT

Substitute Type	Substitute Pay
Cafeteria	$75
Non Degree	$90
Degree	$100
Certified	$105

Substitute Type	Substitute Pay
Non Degree Long Term	$100
Degree Long Term	$110
Certified Long Term	$115

REASONABLE COMPENSATION

Compensation for employees engaged in work on federal awards will be considered reasonable to the extent that it is consistent with that paid for similar work in other activities of the District. In cases where the kinds of employees required for the federal awards are not found in the other activities of the District, compensation will be considered reasonable to the extent that it is comparable to that paid for similar work in the labor market in which the District competes for the kind of employees involved.

PAYROLL

This procedure applies to the Business Department and how payroll is processed for monthly payroll.

- Prior to payday, timesheets for support staff are approved and validated by the Principal/CFO of each component and the CFO or Accountant.

Timesheets are submitted to Payroll for employees who are paid by the hour and for employees who have earned overtime.

- Payroll Manager will review time sheet data
  - Preliminary reports are run to validate payroll information.
  - CFO & Payroll Manager will review and verify payroll
    - If data is incomplete or incorrect the Payroll Manager makes the necessary changes and once again is validated by the CFO.
    - If payroll is correct it is then posted in Ascender.
- Payroll transactions are processed two ways depending on the employee's choice of how to receive their pay.

    - The Payroll Manager creates a file in the HR module of Ascender for employees who have chosen to receive payment via ACH, this file contains employee's information, net pay, bank routing number, and account number.
    - The Payroll Manager then prepares the text file and sends it to the bank to authorize through the bank website.
- Employees who have chosen to receive a check, their checks are printed during the posting process and available for pick up on payday.

PROFESSIONAL ACTIVITIES OUTSIDE THE DISTRICT

Unless an arrangement is specifically authorized by TEA or other awarding agency, the District must follow its written policies and practices concerning the permissible extent District employees may provide professional services outside the District for non-District compensation. If a policy does not exist or does not adequately define the permissible extent of consulting or other non-District activities undertaken by an employee for extra outside pay, the federal government may require that the effort of professional staff working on federal awards be allocated between:

1. District activities and
2. Non-district professional activities.

If TEA or other awarding agency considers the extent of non-District professional effort excessive or inconsistent with the conflicts-of-interest terms and conditions of the federal award, appropriate arrangements governing compensation will be negotiated on a case-by-case basis.

Therefore, the District's policy which governs employees obtaining payment for performing professional services outside the District is incorporated into the District's written employee compensation policy. Any employee wishing to perform professional services outside the District and receive payment for such services by another entity must complete, sign and submit the *Conflict of Interest* form prior to agreeing to perform professional services outside the District. The purpose of the *Conflict of Interest* form is to disclose the nature of the professional services to be performed outside the district to ensure a conflict of interest does not exist for the District. The completed, signed form will be submitted to the Business Consultant for review and determination of whether a potential conflict of interest exists. The District complies with other requirements pertaining to allowable and unallowable costs as specified in 2 CFR § 200.430(d), (e), and (f). i

JOB DESCRIPTIONS

Each employee must have a current job description on file. The immediate supervisor or manager is responsible for developing a complete and accurate job description for each employee under his or her supervision. The job description must describe the employee's job responsibilities as well as delineate all programs or cost objectives under which the employee works.
Job descriptions must be updated as new assignments are made. The supervisor must review the job description with the employee upon hiring and as the job description is updated. The employee must sign and date that he or she has read and understands the job description and the programs under which he or she is working.
The job description must be immediately available upon request by an auditor or monitor.

STANDARDS FOR DOCUMENTATION OF PERSONNEL EXPENSES

Charges to federal awards for salaries and wages must be based on records that accurately reflect the work performed. In accordance with 2 CFR § 200.430, these records must:

- Be supported by a system of *internal controls* which provides reasonable assurance that the charges are accurate, allowable, and properly allocated
- Be incorporated into official records
- Reasonably reflect total activity for which the employee is compensated, not exceeding 100% of compensated activities
- Encompass both federally assisted and all other activities compensated by the District on an integrated basis
- Comply with the established accounting policies and practices of the District, and
- Support the distribution of the employee's salary or wages among specific activities or costs objectives if the employee works on:
    - o More than one federal award
    - o A federal award and a non-federal award
    - o An indirect cost activity and a direct cost activity
    - o Two or more indirect activities which are allocated using different allocation bases, or
    - o An unallowable activity and a direct or indirect cost activity.

TIME AND EFFORT PROCEDURES

All District employees who are paid in whole or in part with federal funds will maintain documentation in accordance with the following requirements.

All charges to payroll for personnel who work on one or more federal programs or cost objectives must be based on one of the following, depending on the circumstances:

- **Semi-Annual Certification** (for employees who work 100% of the time on a single program and/or cost objective [except for programs covered under Ed-Flex, as long as Texas remains an Ed-Flex state], in which case a signed and dated job description must be in the employee's personnel file; also see exception for school wide programs below)
- **Time-and-Effort Records** (for employees working on more than one program and/or more than one cost objective)
- **Substitute System**

Additional summary information pertaining to each of these is provided below. Refer to the section "Compensation for personal services" in 2 CFR § 200.430 for more detailed information pertaining to charges to payroll.

SEMI-ANNUAL CERTIFICATION

Semi-annual certification applies to employees who do one of the following:

- Work 100% of their time on a single grant program and/or single *cost objective*
- Work 100% of their time in administering programs that are part of *consolidated administrative funds* (such as a Federal Programs Director who administers only these programs)
- Work 100% of their time under a *single cost objective* funded from eligible multiple funding sources. A Title I, Part A, school wide program is a single cost objective.

*"**Cost objective**" means a program, function, activity, award, organizational subdivision, contract, or work unit for which cost data are desired and for which provision is made to accumulate and measure the cost of processes, products, jobs, capital projects, etc. A cost objective may be a major function of the District, a particular service or product, a federal award, or an indirect cost activity.

These employees are not required to maintain time-and-effort records. However, each employee must certify in writing, at least semi-annually, that he/she worked solely on the program or single cost objective for the period covered by the certification. The certification must be signed by the employee or by the supervisor having first-hand knowledge of the work performed and should reference the employee's signed and dated job description maintained in their personnel file. Charges to the grant must be supported by these semi-annual certifications. The semi-annual certifications are maintained by the Payroll Department of the District.

(See the exceptions for school wide programs and Ed-Flex programs below.)

JOB DESCRIPTIONS

These employees are also required to maintain on file a signed and dated job description which clearly shows that the employee is assigned 100% to the program or single cost objective. The job description must be updated annually or when a function or activity is added to or deleted from an existing job description, must clearly identify the function and activities performed by the employee for the applicable fund source(s) or cost objective, and must be maintained in the employee's personnel file.

The semi-annual certification must

- be executed after the work has been completed, and not before
- state that the employee worked solely (i.e., 100% of the time) on activities related to one particular grant program or single cost objective
- identify the grant program or cost objective
- specify the 6-month reporting period
- be signed and dated by the employee or a supervisor with first-hand knowledge of the work performed

Charges to the grant must be supported by these semi-annual certifications. All certifications must be retained for audit and monitoring purposes. It is recommended that the certifications be retained in a central location to facilitate an audit.

Other examples:

Because all funds consolidated on a Title I school wide campus benefit only that campus and no other cost objective, a Title I school wide program is a single cost objective. However, depending on the funding sources consolidated, personnel may or may not be required to complete a certification. See more information below about consolidating funds on a Title I school wide program.

A statutory set-aside within a program is a cost objective. For example, Title I, Part A requires that districts receiving $500,000 or more in Title I, Part A reserve not less than 1% of their Title I, Part A allocation (at the LEA level, not at the campus level) to carry out parental involvement activities. In order to track the 1% expended for this activity, this parental involvement activity must be identified as a separate activity or cost objective for time and effort purposes.

SPECIAL NOTE ON SINGLE COST OBJECTIVES

Per TEA, some districts have received an audit finding for identifying the following or something similar as a single cost objective. Auditors do not view these and similar as single cost objectives because there are multiple set-asides and cost objectives within each of these areas.

- Federal programs
- ESSA Title I, Part A
- Title II, Part A
- Director of Federal Programs

TIME AND EFFORT (i.e., PERSONNEL ACTIVITY REPORTS)

Time and effort apply to employees who do one of the following:

- Do *not* work 100% of their time on a single grant program and/or single cost objective
- Work under multiple grant programs or multiple cost objectives

These employees are required to maintain time-and-effort records or to account for their time under a substitute system (see below). Employees must prepare time-and-effort summary reports at least monthly (or every other week, as applicable) to coincide with pay periods. Such reports must reflect an *after-the-fact* distribution of 100% of the *actual* time spent on each activity and must be signed by the employee. Monthly reports must be submitted to the Payroll Department, and charges to payroll must be adjusted at least monthly to coincide with preparation and submission of expenditure reports.

Examples of employees who work on multiple cost objectives:

- An employee who works partially on *administering* programs included in *ESSA* consolidated administrative funds pool, and partially on *administering other programs (not included in ESSA consolidated administrative funds pool)*, must maintain time-and-effort records or account for his or her time under a substitute system. These are two different cost objectives.

- An employee who works partially on *administrative* activities (paid from administrative funds) and partially on *program* activities (paid from program funds) of the same program must maintain time-and-effort records or account for his or her time under a substitute system. These are two different cost objectives.

- An employee who works on regular Title I activities and Title I parent involvement activities must maintain time-and-effort records. (The LEA must document the 1% of its allocation expended on parent involvement activities if the LEA receives more than $500,000 in Title I, Part A.) These are two different cost objectives.
- An employee who works part of the time on *direct* cost activities and part of the time on *indirect* cost activities must maintain time-and-effort records or account for his or her time under a substitute system. These are two different cost objectives.

TIME SHEETS

Time sheets are available for use as needed for extra duty, missed clock-ins or outs and other miscellaneous reasons. See [Time Sheet Example]

TIME CLOCK MANAGEMENT

This procedure defines the process for managing Frontline.

- When new support staff is hired Technology is notified and provided an employee number from the Payroll Manager to set up in Frontline.
- Support staff are required to clock in and clock out daily to record hours worked.
- At the end of month Directors are notified by the Accountant to verify their support staff's time sheets.
- Principals or designers will access Frontline.
    - If punches are missed by their staff the Principal/Secretary will edit the times accordingly.
    - The Principal approves each shift.
    - Verify over-time with Principals.
- Payroll is informed if there are any changes to pay according to the time sheet.
    - If overtime has occurred, then pay is adjusted.
    - If no overtime has occurred, then pay is generated as required.

TIME CLOCK

- This procedure defines the process for which Support Staff at CCISD will record their time worked.
- When support staff arrives or leaves work they must record their time in and/or out.
- Frontline is accessed from the kiosk by the employee swiping their ID badge.
- When a missed punch occurs, the employee must communicate to their Principal or Secretary for the error to be corrected.

- Directors on a monthly basis to approve Frontline for payroll purposes.

EMPLOYEE LEAVE

All full-time CLYDE CISD employees earn five state leave days and five local leave days per school year. Leave is to be used per half-day increments. The District has established a sick leave bank that employees may join through contributions of state personal leave. See DGBA(Local)

PAYROLL LIABILITIES

403(b) DEDUCTIONS

- This procedure applies to the Business Department and covers the process to enter and submit 403(b) deductions from payroll to annuity vendors in a timely manner to maximize the employees' earnings.
- Payroll Manager receives Salary Reduction Agreement (SRA) from the vendor.
- Payroll Manager submits the SRA to OMNI upon verification from OMNI the deduction is entered in the employee's deduction record in Ascender with appropriate start and stop dates.
- The annuity deduction is recorded on the Payroll Manager's benefit reconciliation spreadsheet.
- The SRA is then filed in the employee's payroll file.
- Annuity payments are made monthly with the OMNI online remittance electronically.

HSA DEDUCTIONS

This procedure applies to the Business Department and covers the process to enter and submit Health Savings Account (HSA) deductions from payroll to the financial institution.

- Payroll Manager receives HSA from the employee.
- Payroll Manager enters information from the HSA Form to payroll in Ascender.
- The HSA is then filed in the employee's payroll file.
- HSA payments are made monthly by either direct deposit or check.

EMPLOYEE BENEFITS

This procedure applies to the Central Business Office and the process to enter and submit insurance deductions, fees, dues, and other deductions.

- Employees meet with the Benefits Representative to make their insurance selections.
- The Benefits Representative provides the Payroll Manager with employee selections.
- For a qualifying company, the deduction is entered per the employee's deduction record in Ascender with appropriate start and stop dates.
    - The deduction(s) are recorded on the Payroll Manager's benefit reconciliation spreadsheet.
- Employees who need to make changes to their insurance selections must contact the Benefits Representative
    - Changes may be made throughout the year if the employee is not covered under the Cafeteria 125 plan.
    - Changes cannot be made to the employee's information if covered under the Cafeteria 125 plan until the beginning of the new fiscal year, unless there is a status change.

        - Status change includes death, birth, adoption, marital status, and a change in the spouse's employment or retirement.
        - The employee is then notified that the changes cannot be made via inter-local mail.
- Payroll Manager electronically receives from TRS the bill for the medical insurance for the employees.
    - Payment is required to be made in full and is submitted via TEXNET.
    - Invoice is verified with the Payroll Manager's benefit reconciliation spreadsheet.
        - If there are discrepancies, they are reported to the TRS account representative.
            - Discrepancies are adjusted on the following month's invoice.
- Payroll Manager will reconcile deduction reports generated from Ascender for non-health insurance benefits after payroll is processed to the reconciliation spreadsheet and monthly invoices.
    - Verify names and amounts on the spreadsheet and payroll match names and amounts on invoices.
    - If the name on the spreadsheet/payroll is not on the invoice, verify and correct discrepancies.
- Deduction checks for non-health insurance benefits are printed from Ascender after verification.
    - Checks are mailed with invoices to the vendors.

PAYROLL GARNISHMENT

This procedure is how garnishment of Employee's wages per bankruptcy court orders, child support orders, taxes or educational loans are processed by the Business Office

- Order for garnishment is received in mail from State and/or County Taxes, IRS, Educational Loans (for all Education Institutes), Bankruptcy, or Child Support, for garnishment of employee wages.
- Verify that the person is employed by CCISD.
    - If not, return the order to the establishment it came from with information, if available.
    - If employed by CLYDE CISD, the garnishment order is stamped with the date stamp of when received.
        - If Bankruptcy – two copies are received, sign and date back of highlighted order and return in the provided envelope to the Bankruptcy Court; the other copy is kept for accounting records.
- State and County Taxes, and Educational Loan garnishments are calculated based on the individual's disposable income and the percentage stated by the garnishment papers.
    - Child Support and Bankruptcy garnishments are set by the prevailing courts.
    - Notice of Levy of Wages, Salary, and other income - IRS 668-W(c) is received by the Business Department and the employee.
        - Required Forms are completed and returned to the IRS with the first garnishment payment.
    - All garnishment is run until an order is received to stop or modify.
    - The individual's payroll data record, who is identified in the garnishment paper, is retrieved in Ascender.

- The garnishment code, dollar amount and the number of payments to be made are entered into Ascender.
- All garnishment orders are filed in the employee's payroll file.
- When a release order is received for any garnishment enter the current date as the stop date in the Ascender Database and file the release with the original order.
- Child support or bankruptcy payments should not be stopped because of a mistake in the amount.
- If the payment is less than, do a direct pay as quickly as the error is discovered.
- If over paid, the court will refund CLYDE CISD.
- Garnishment liabilities are paid monthly
- All other deductions paid by check.

TRS LIABILITY

This procedure applies to the Business Office and the process to pay for retirement to the Teacher Retirement System.

- TRS reports are printed and checked for accuracy at the end of each month.
- Accurate, if the TRS total gross multiplied to 8.25% member and 8.25% state matches.
    - If not accurate, each individual person is verified and corrected if the manual calculation does not match.
- TRS submission files are created in Ascender
- TRS amounts generated from the submission files are then entered into the TRS Spreadsheet.
    - Amounts are then calculated to be paid to the TRS.
- The Payroll Manager then goes online to the [TEXNET Website]() and key in the information to set up the automatic withdrawal from the CCISD's bank account for a particular date to be paid.
    - The total amount of liability entered via the internet is repeated and verified for accuracy.
    - If accurate a confirmation number is given and recorded on the TEXNET form
    - If it is not accurate there is an opportunity given prior to confirmation to reenter the information correctly.
- The TRS submission files are then submitted electronically thru the TRS RE Portal website
    - Reports employee's salary earned for the month and the amount deducted for their individual retirement account to be deposited.
    - Reports new employees and the amount CCISD owes TRS for the new hire.
- Reports retired members with their time worked.
    - Adjust Membership data
    - All reports are then confirmed by Payroll Manager's electronic signature.
- Payroll Manager submits the TRS Liability spreadsheet and payment verification for the journal entry to be recorded in Ascender.

WORKER'S COMPENSATION CLAIMS

This procedure applies to the Business Office and how to process Worker's Compensation Claims.

- When an employee is injured at work the employee must report the injury to their CFO/Principal/Asst Principal immediately.

- The first Report of Injury or Illness must be completed by the employee and Submitted to the CFO/Payroll Manager.
- The Payroll Manager then completes the employer’s portion of the First Report of Injury or Illness form.
    - Checked by the Payroll Manager for accuracy.
        - Must have the employee's name, address, social security number, and how the accident occurred.
        - Accident verified with the CFO/Principal/Asst Principal for facts of the incident.
- Completed First Report of Injury or Illness form is then submitted to SchoolComp and then filed in the worker’s compensation file.

STATE AND FEDERAL REPORTING

941 PAYROLL REPORT

This procedure applies to the Business Office and the process used to file 941 quarterly and annual payroll reports.

- A 941 report must be filed with the Federal Government reporting wages earned, Federal Withholding, FICA, wages subject to social security, and the employer’s portion of the social security and FICA taxes owed per employee per quarter.
    - A 941 worksheet is retrieved for the quarter and for the year-to-date from Ascender.
    - All EFTPS forms are pulled and the Schedule B of the 941 is completed.
    - Payroll tax liability is figured on the whole quarters wages and compared to what was actually paid in on the EFTPS.
    - The payroll tax liability is also tied into the year to date liability verifying each quarter’s 941 previously filed.
        - If totals agree the report is filed.
        - If amounts differ then adjustments are made as needed and the form is completed.
            - If an amount is owed, then an EFTPS payment is submitted electronically.
            - If the amount is overpaid, then a refund request is checked on the form and submitted.
- Once approved the 941 report is filed with the Federal Government.

W-2

This procedure applies to the Business Office and the process of completing the employee’s W-2

- At year end a W2 Report from Ascender is retrieved listing each employee with their social security number, wages earned, and total deductions withheld from their wages for the year.
- All four quarters of the 941 filed for the calendar year are then retrieved to verify that total wages reported match those of the W2 Report.
    - If total wages for both reports match the W2’s are printed.
    - If total wages differ, corrections are made where necessary and then verified for accuracy.

- When the W2s are printed an electronic file is created with the information and submitted to the Social Security Administration via the internet
- Employees access W2s through the Ascender Employee Access Portal
    - W-2s for Pro-Tems and former employees will also be available to the employee via Ascender Employee Access Portal by January 31st.

AFFORDABLE CARE ACT REPORT

This procedure applies to the Business office and the process of filing Form 1095's with the IRS

- 1095's are generated and mailed to employees. An electronic file is sent to the IRS.

TEXAS WORKFORCE COMMISSION

This procedure applies to the Business Office and the process to file the Texas Workforce Commission quarterly unemployment reports.

- A TWC report must be filed with the Texas State Government reporting wages earned for the quarter and year to date to figure a percentage paid for unemployment compensation.
- Ascender creates a TWC wage list which includes employee's name and wages earned during the quarter.
    - The electronic file is submitted to TASB via the internet.

ELECTRONIC FUND TRANSFER PAYMENT SYSTEM

This procedure applies to the Business Office and covers the process to pay for Federal Payroll Taxes.

- The monthly processing calendar indicates the times for a payroll run, and ultimately, EFTPS payments.
- Once payroll has been processed and posted in Ascender. The 941 report is generated in Ascender.
- The last page of the 941 report is printed with the district totals of FICA, MEDICARE, and FWH that have been deducted from employee's paychecks.
- The amounts from the 941 report are entered onto the EFTPS Spreadsheet.
    - The spreadsheet calculates the total amount to be paid to the IRS including the company's portion.
    - The Payroll Manager will manually calculate the figure to validate the EFTPS amount to be paid.
        - If the totals match, then the EFTPS is processed.
        - If the totals do not match the error is found and corrected.
- The Payroll Manager then goes to the EFTPS website online and keys in the information to set up the automatic withdrawal from the CCISD's bank account for a particular date to be paid.
    - All information entered online is repeated to verify accuracy.
        - If accurate a confirmation number is given and recorded on the EFTPS form.
    - If not accurate there is an opportunity given prior to confirmation to reenter the information correctly.
    - Receipt of the EFTPS along with the supporting documentation is submitted to the CFO for the journal entry to be recorded of the payment made.

EMPLOYEE PAYROLL INFORMATION

PAYROLL ACH

This procedure applies to how the Business Department establishes direct deposit for their employees.

- Employees may participate in Direct Deposit by completing the Direct Deposit Authorization Agreement
  - Will provide the employee's bank transit number, account number & account type to the Payroll Department.
- Direct Deposit Information is entered into Ascender.
- Enrollments or changes in accounts will take up to 30 days to complete due to verification of information through the banks.

DEMOGRAPHIC CHANGE

This procedure applies to the Business Office in how an employee's demographic change is handled.

- Employees may submit demographic changes through Ascender Employee Access.
- Changes are then approved by the Payroll Manager and automatically updated in the Ascender HR Module.
- Employees with name changes must report to the Payroll Manager and provide documentation verifying name change.

OTHER

SALES TAX EXEMPTION

All items purchased by a school district or non-profit campus for the campus's own use qualify for an exemption from sales tax if the items purchased relate to the educational process. The campus, school district or authorized agent should provide the seller with a valid Texas Sales and Use Tax Exemption Certification. To be valid, the certificate must state the merchandise being purchased is for the organization's own use in providing education and is being made in the name of the organization, and that payment will be made from the organization's own funds.

PURCHASES

- All purchases made for the exclusive use of the district should be made tax exempt. A Texas Sales and Use Tax Exemption Certificate Form should be issued to the vendor.
  - A Texas Sales and Use Tax Exemption Certificate Form can be obtained from the business office or on the district webpage.
  - When reimbursing a district employee for purchases made on behalf of and for the exclusive use of the district, sales taxes should not be reimbursed to that person. To keep a person who makes the purchases from having to absorb the sales tax, complete and give them a Texas Sales and Use Tax Exemption Certificate Form before they make the purchase.

- PTO's, booster clubs, and associates are prohibited from using the district's sales tax permit number. These groups should apply for their own sales tax permit number. These groups are responsible for collecting, reporting and remitting their own sales tax to the state.
- Whether items are purchased in-state or out-of-state, does not determine if a transaction is taxable or not taxable. An out-of-state vendor might be required to collect sales tax at the time of sale. It is recommended to make all purchases tax exempt where practicable. This helps prevent duplicate payment of sales taxes. However, if an out-of-state vendor insists on being paid sales tax at the time of purchase, it should be done.

CAMPUS SPONSORED TRIPS

Meals purchased by the campus for athletic teams, bands, clubs, etc. on authorized campus trips are exempt from sales tax if the campus contracts for the meals. The campus must pay for the meals with a pre-approved purchase order and provide the eating establishment with an exemption certificate.

Individual members of the athletic team, band, etc. are not required to request exemption from sales tax on the meals they purchase while on a campus authorized trip.

Teachers, coaches, sponsors, etc. are not required to request exemption from sales tax on individual meal purchases while on campus business even though the campus reimburses the expense. Sales tax paid in connection with the purchase of a meal by teachers, coaches, etc. will be reimbursed by the District as part of the amount paid per meal or per diem according to District guidelines.

HOTEL OCCUPANCY TAX EXEMPTION

Educational organizations and their staff members traveling on official business for the organization are exempt from state tax. Educational organizations and their staff members are required to pay local taxes.

Individuals or groups claiming an exemption must either be staff members of the organization or must pay for the hotel with the organization's funds. If the traveler fails to present the certificate to the hotel, the traveler will be held responsible for such charges, if any.

REMITTANCE OF SALES TAX

ANNUAL INDEPENDENT AUDIT

Section 44.008 of TEC requires that Clyde CISD have its fiscal accounts audited annually *at district expense* by a certified or public accountant (independent of the district) holding a permit from the Texas State Board of Public Accountancy (CPA). No portion of the independent audit may be paid from state or federal grant funds. The cost to conduct the annual independent audit must be paid from state or local funds.

The audit must meet at least the minimum requirements and be in the format prescribed by the SBOE and the commissioner. Audits must be conducted in accordance with generally accepted auditing standards (GAAS) and Government Auditing Standards (GAS). Audit requirements are also provided in TEA's FASRG, *Module 4 – Auditing*.

The itemized accounts and records of the district must be made available to audit. The independent audit must be completed following the close of each fiscal year and must be submitted to TEA within 150 calendar days of the close of the fiscal year.

During the annual independent audit, the auditor examines whether the district has complied with financial management and reporting requirements and with internal controls. The annual audit is organization-wide and includes an examination of all fund types and account groups.

The audit reports are reviewed by TEA audit staff, and TEA notifies the local board of trustees of any objections, violations of sound accounting practices or law and regulation requirements, or of any recommendations concerning the audit report that the commissioner wants to make. If the audit report reflects that penal laws have been violated, the commissioner must notify the appropriate county or district attorney and the state's attorney general.

TEA must be permitted access to all accounting records, including vouchers, receipts, fiscal and financial records, and other school records TEA considers necessary and appropriate for the review, analysis, and passing on audit reports.

SINGLE AUDIT

In addition to the state-mandated annual audit, federal regulations require that grantees obtain audits in accordance with 2 CFR Part 200, Subpart F – Audit Requirements. (Note: The requirements in 2 CFR Part 200 apply for fiscal years that begin after December 26, 2014, (i.e., in most cases, for fiscal years that begin July 1 or September 1, 2015, and end June 30 or August 31, 2016, respectively. The requirements in OMB Circular A-133 are in effect for the fiscal years that end June 30 or August 31, 2015, respectively.) The audits must be made by an independent auditor in accordance with generally accepted government auditing standards (GAGAS). Awarding agencies, including TEA, are required to determine whether their grantees have met the audit requirements.

State agencies such as TEA are required to follow their own procedures to determine whether the District spent federal funds in accordance with applicable laws and regulations. This includes reviewing an audit to determine if the District had a single audit conducted in accordance with 2 CFR § 200.514, or through other means if there was no single audit.

TEA as a state agency must also

- ensure that the District takes appropriate corrective action within six months after receiving a report with an instance of noncompliance with federal laws and regulations
- consider whether the audit necessitates an adjustment of TEA's own records

WHO IS REQUIRED TO HAVE A SINGLE AUDIT?

If CLYDE CISD **expends $1,000,000** or more total in federal awards (i.e., all of the expenditures added together for all of the federal grants) during the fiscal year we are required to have a Single Audit conducted *in addition to and in conjunction with* the annual independent audit.

The Single Audit must be completed in accordance with 2 CFR Part 200, Subpart F and the *Audit Compliance Supplement* (see link below), normally updated around March of each year. The *Audit Compliance Supplement* outlines specific requirements and corresponding audit procedures for each major federal program.

For federal programs *not* covered in the *Compliance Supplement*, the auditor is directed to use the *types* of compliance requirements contained in the *Supplement* as guidance for identifying compliance requirements to test, and to determine the requirements governing the federal program by reviewing the provisions of grant agreements and the laws and regulations applicable to those federal programs.

The cost to conduct the Single Audit can be prorated among the federal programs being audited in proportion to the total award amount of each program.

WHAT HAPPENS DURING A SINGLE AUDIT?

During a Single Audit, the auditor examines

- the District's financial statements and schedule of expenditures of federal awards
- compliance with laws, regulations, and the provisions of contract or grant agreements that have a direct and material effect on each of the District's federal programs
- the effectiveness of internal control over federal programs in preventing or detecting noncompliance

Auditors are required to classify and select federal programs for audit using a risk-based approach. Where a District receives only one federal program, the auditor may conduct a *program-specific* audit rather than a Single Audit.

Auditors use the suggested audit procedures in the *Audit Compliance Supplement* to test general compliance requirements for each federal program selected for audit during the Single Audit or program-specific audit process. Program and fiscal managers should be aware of the requirements and what the auditor may look for so they can be properly prepared. Auditors may potentially interview program managers and fiscal managers to solicit evidence of compliance with certain requirements.

As the auditor is reviewing the compliance requirements, he or she identifies any significant deficiencies in internal control and any noncompliance with laws, regulations, or grant agreements. The auditor also identifies any known questioned costs which are greater than $25,000. Auditors must present the findings in a written report in sufficient detail for the District to prepare a corrective action plan and take corrective action, and for TEA or other awarding agency to arrive at a management decision.

The auditor assembles the report in accordance with *2 CFR Part 200, Subpart F* and submits the audit package to the local board of directors for approval. A copy of the full audit report, including the required annual audit, and the Single Audit or program-specific audit, is submitted to TEA as the pass-through entity. The auditor must also complete a data collection form that includes certain prescribed information about the District and the results of the audit. The District must submit the data collection form and a copy of the complete audit package to the Federal Audit Clearinghouse operated on behalf of OMB.

TEA audit staff review the audit report and issue a management decision within six months of receiving the package. The management decision (written letter) must inform the District whether or not the finding by the auditor is sustained, the reasons for the decision, and the expected action to repay disallowed costs, make financial adjustments, or take other corrective action. The District is responsible for follow-up and must prepare a corrective action plan for all audit findings, along with the anticipated completion date for each action and who is responsible.

TEA is required to follow up to ensure the District resolved the corrective actions. The audit in the subsequent year will include a follow up to ensure the District implemented the corrective actions.

TEA also uses the results of the report as a monitoring tool and may use the results to identify the District as high-risk and impose special conditions on federal awards.

AUDITS AND SPECIAL INVESTIGATIONS CONDUCTED BY TEA OR BY ANOTHER REGULATORY AGENCY

A review of the annual independent audit report and/or the Single Audit report may prompt TEA to schedule a subsequent desk audit or on-site audit or investigation. Additionally, TEA may schedule an audit or investigation on the basis of legitimate complaints received by TEA about the District's use of federal funds.

Federal regulations require that sub-grantees, including school districts, also cooperate with the Secretary of Education and the Comptroller General of the United States or any of their duly authorized representatives in the conduct of audits authorized by federal law. This cooperation includes access without unreasonable restrictions to records and personnel of the District for the purpose of obtaining relevant information.

The Comptroller General of the United States is the Director of the U.S. Government Accountability Office (GAO). GAO is an independent, nonpartisan agency that works with Congress. GAO ensures fiscal and managerial responsibility of the federal government by investigating how the federal government spends taxpayer dollars.

In addition, the Office of Inspector General (OIG) at the USDE may conduct an audit, investigation, or other activities to promote the efficiency, effectiveness, and integrity of the Department's programs and operations. Anyone knowing of fraud, waste, or abuse of federal education funds is able to contact the OIG Hotline to make a confidential report.

TEA also has a procedure for reporting fraud, waste, or abuse of state and federal resources. In addition, TEA has a procedure for filing a complaint with regard to federal programs when it cannot be resolved at the local level following district policies and procedures.

PROGRAMMATIC FISCAL REQUIREMENTS

SUPPLEMENT, NOT SUPPLANT

Most federal education grants contain the *supplement, not supplant* provision. In most cases, the expenditure of grant funds for a particular cost or activity must supplement, and not supplant, state or local funds. Therefore, supplement, not supplant is a crucial factor in determining whether a particular cost is allowable, and it must be understood by program and fiscal managers.

The intent behind supplement, not supplant, is that federal funds are not meant to substitute for state or local funds, but rather to provide for an additional layer of support for students who need extra academic assistance in order to succeed in school. Districts must demonstrate that federal funds are used to purchase additional academic and support services, staff, programs, or materials the state or district would not normally provide.

The supplement, not supplant provision means, in general, that

- Federal funds may not be used to replace activities normally funded from state or local funds.
- State and local funds may not be diverted for other purposes due to the availability of federal funds.
- Federal funds may not be used to support activities that are required by state law, State Board of Education or Commissioner's rule, or local policy.
- All students must receive the same level and quality of services from State and local resources. In other words, State and local sources *cannot* be used to provide services to only *some* of the students, while Federal funds are used to provide services to the *remaining* students. (School wide programs may be an exception.)
- Federal funds must be used to *supplement* activities already being provided by the District, meaning they must be used to *expand, enhance, or improve* existing services and activities or to create something *new*.

REBUTTING THE PRESUMPTION OF SUPPLANTING

Violations for supplanting with federal funds can be quite severe. If a grantee is determined to be supplanting the entire program, the penalty could be as great as repaying 100% of the funds expended. Federal regulations require that a grantee repay funds in proportion to the harm to the federal government.

Districts may be able to *rebut* the presumption of supplanting by an auditor or monitor. To determine compliance with the supplement, not supplant requirement, the District must determine what services *would have been provided* to students in the absence of federal funds. Generally, in a situation where the District used Title 1 funds, for example, to provide services that it provided with non-Federal funds in the prior year(s), an auditor or monitor will presume supplanting occurred.

The USDE provides excellent guidance on supplement, not supplant with regard to Title I, Part A in their *Non-Regulatory Guidance on Title I Fiscal Issues, Revised February 2008*. In addition, TEA's *Supplement, Not Supplant Handbook* (under *Handbooks*) discusses supplement, not supplant as it applies to ESSA programs and other programs, including IDEA-B and Perkins. Both documents contain excellent information and examples as it pertains to rebutting the presumption of supplanting.

In any case, due to different experiences and knowledge level of independent auditors and federal oversight personnel, the independent auditor or federal oversight agency may *still* consider it supplanting.

SUPPLEMENT, NOT SUPPLANT ON SCHOOL WIDE PROGRAMS

The fiscal requirements for supplement, not supplant are slightly different for Title I school wide programs than for Title I Targeted Assistance schools. In a Title I Targeted Assistance school, the District must identify low-achieving students and provide additional, supplemental services only to those identified students. In no case can federal funds replace state and local funds

Unlike a Targeted Assistance program, however, a *school wide* program is *not* required to select and provide supplemental services to specific children identified as in need of services. A school operating a school wide program does not have to

- show that Federal funds used with the school are paying for additional services that would not otherwise be provided
- demonstrate that Federal funds are used only for specific target populations
- separately track Federal program funds once they reach the school

A school wide program school, however, must use Title I funds only to supplement the **amount** of funds that would, in the absence of the Title I funds, be made available from non-Federal sources for that school, including funds needed to provide services that are required by law for children with disabilities and children with limited English proficiency. In other words, the same *amount* of state and local resources must still be spent on the school in order to conduct the regular academic program, and the amount of Title I funds must supplement, or be in addition to, the amount of state and local funds normally provided to that school *[Title I, Part A, Section 1114(a)(2)]*.

The USDE provides helpful non-regulatory guidance on supplement, not supplant with regard to both Targeted Assistance schools and school wide programs. TEA also provides excellent guidance related to ESSA and other programs in a *Supplement, Not Supplant Handbook: A Guide for Grants Administered by the Texas Education Agency.*

Again, it is important that District personnel involved in federal programs understand supplement, not supplant. School districts are frequently cited for a supplant violation. On the surface, a particular cost may seem allowable in that it is reasonable, allowable under the federal cost principles, allocable, and appropriate under a federal program such as Title I, Part A. However, **if the cost is not supplemental, all of the other factors do not counteract**. All costs associated with a supplant violation would be required to be repaid to TEA or other federal awarding agency.

HOW TO DOCUMENT COMPLIANCE FOR AN AUDITOR

Any determination about supplanting is specific to the individual situation, and general guidelines cannot be provided to meet the particular details of any situation. Examples of the types of documentation auditors may request from the District to demonstrate that the expenditure is supplemental to other federal and/or non-federal programs include the following:

- Fiscal or programmatic documentation to confirm that, in the absence of federal funds, the District would have eliminated staff or other services in question
- Board minutes/agendas with discussion of elimination of staff due to lack of state funds
- State or local legislative actions
- Itemized budget histories from one year to the next and information
- Planning documents
- Actual reduction in state or local funds
- Decision to eliminate position or services was made without regard to the availability of federal funds, including the reason the decision was made
- Class-size data from previous years and upcoming year
- Specific policies and procedures related to supplement, not supplant requirements

PROGRAMMATIC REQUIREMENTS

PRIVATE NONPROFIT SCHOOL PARTICIPATION

If the authorizing federal program statute provides for private nonprofit school participation, the District must comply with certain requirements. Before completing and submitting the application, the District must contact the private nonprofit schools located within the District's boundaries, notifying them of the opportunity to participate in the program. The *Private Nonprofit School Participation* schedule in the applicable federal grant application must be completed and submitted with the application.

Generally, in accordance with the specific program statute, private nonprofit schools must be consulted in the planning and development of the project. Both children and teachers from private nonprofit schools must be assured equitable participation in all services, materials, equipment, and teacher training.

Prior to completing any federal grant application, the District ensures that private nonprofit schools have been consulted in accordance with the provisions of the statute and in accordance with the guidelines specified in TEA's General, Provisions, and Assurances. The program manager/director assigned to the federal program is responsible for ensuring that all requirements with regard to the participation of private nonprofit schools are carried out.

EQUITABLE ACCESS AND PARTICIPATION

Provisions for equitable access and participation apply to all federally funded grants administered by the US Department of Education. As such, *Equitable Access and Participation* is a required schedule in the application for any federally funded grant. The application will not be approved in the absence of this schedule.

In accordance with the General Education Provisions Act (GEPA), Section 427, applicants must develop and describe the procedures they will use to ensure equitable access to and equitable participation in the grant program. The barriers to such participation should be identified for all participants and potential participants during the needs assessment phase of the program planning and development.

All applicants, including the District, must address the special needs of students, teachers, and other program beneficiaries to overcome barriers to equitable participation, including those based on gender, race, color, national origin, disability, and age.

The District complies with the requirements for completing the *Equitable Access and Participation* schedule in each federally funded grant application.

CIVIL RIGHTS AND PROHIBITION OF DISCRIMINATION

Several federal civil rights laws prohibit discrimination in programs or activities that receive federal funds from the USDE. These laws prohibit discrimination on the basis of race, color, and national origin; sex; disability; and age. The civil rights laws extend to all state educational agencies, elementary and secondary school systems, colleges and universities, vocational schools, proprietary schools, state vocational rehabilitation agencies, libraries, and museums that receive USDE funds.

The four primary civil rights laws are as follows:

Subject	**Statute**	**Regulation**
Discrimination on the basis of race, color, or national origin	Title VI of the Civil Rights Act of 1964 (45 USC §§ 2000d-2000d-4)	34 CFR Part 100
Discrimination on the basis of sex	Title IX of the Education Amendments of 1972 (20 USC §§ 1681-1683)	34 CFR Part 106
Discrimination on the basis of handicap	Section 504 of the Rehabilitation Act of 1973 (29 USC § 794)	34 CFR Part 104
Discrimination on the basis of age	The Age Discrimination Act (42 USC §§ 6101 et seq.)	34 CFR Part 110

The District must comply with the provisions pertaining to all four of these civil rights statutes and their implementing regulations to be eligible to receive any federal education funds. GEPA requires the Secretary of Education to reduce an allotment to a state for any Districts not in compliance with any of these four civil rights laws. *Title 20 USC, Chapter 31 – General Provisions Concerning Education, § 1231e*

Other federal laws that prohibit discrimination include Title II of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability by public entities, whether or not they receive federal funding. The Scouts of America Equal Access Act amends the Elementary and Secondary Education Act (ESEA) of 1965, § 9525. This Act prevents public schools from discriminating against patriotic youth societies, including Scouts of America, by ensuring equal access to meet on school premises and in school facilities.

Each civil rights law is discussed in more detail below. These laws require that all recipients of federal funds ensure their educational programs are administered in a manner that prohibits discrimination in the participation of federal programs. The USDE Office for Civil Rights (OCR) enforces these laws and their implementing regulations.

PROHIBITION OF DISCRIMINATION ON BASIS OF RACE, COLOR, OR NATIONAL ORIGIN

Title VI of the Civil Rights Act of 1964 prohibits discrimination in the participation of federal programs on the basis of *race, color, or national origin*. No person shall be excluded from participation in, be denied the benefits of, or be subjected to any form of discrimination in, any federal program on the basis of race, color, or national origin.

Specific discriminatory actions that are prohibited include

- denying an individual any service or other benefit provided under the program
- providing any service or other benefit to an individual which is different, or is provided in a different manner, from that provided to others under the program
- subjecting an individual to segregation or separate treatment in any matter related to his or her receipt of any service or other benefit under the program
- restricting an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or other benefit under the program
- treating an individual differently from others in determining whether he or she satisfies any admission, enrollment, quota, eligibility, membership or other requirement or condition which individuals must meet in order to be provided any service or other benefit provided under the program
- denying an individual an opportunity to participate in the program through the provision of services or otherwise or afford him or her an opportunity to do so which is different from that afforded others under the program

- denying a person, the opportunity to participate as a member of a planning or advisory body which is an integral part of the program

Every federal grant application includes an assurance that the District complies with these provisions. The assurance is included in the TEA General Provisions and Assurances.

The District may be required to submit to the USDE OCR records that demonstrate compliance with the provisions. The District must also permit on-site access to records by USDE OCR staff to verify compliance.

Any person who believes to have been the subject of discrimination may file a written complaint with the USDE OCR not later than 180 days following the alleged discrimination. OCR staff will promptly investigate the complaint and attempt to resolve it informally. If the complaint cannot be resolved informally, the USDE has the right to suspend or terminate federal funding for the program affected. The USDE must provide an opportunity for a hearing prior to suspension or termination of the program.

The regulations that implement Title VI of the Civil Rights Act for educational institutions are in *34 CFR Part 100*. *34 CFR §§ 75.500 and 76.500* and *Title VI of the Civil Rights Act of 1964*

The Superintendent is responsible for coordinating and ensuring compliance with this Act.

PROHIBITION OF DISCRIMINATION ON THE BASIS OF SEX

Title IX of the Education Amendments of 1972 prohibits discrimination on the basis of *sex* in any federal program. No person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any academic, extracurricular, research, occupational training, or other education program or activity.

The regulations in 34 CFR Part 106 implement the provisions of Title IX. These regulations require that

- The District designates at least one employee to coordinate its efforts to comply with and carry out its responsibilities under Title IX, including investigating any complaint communicated to the District alleging its noncompliance with Title IX. The District must notify all its students and employees of the name, office address, and telephone number of the employee or employees appointed to carry out the requirements of Title IX.
- The District adopts and publishes grievance procedures providing for prompt and equitable resolution of student and employee complaints alleging any action which would be prohibited by Title IX.
- The District implements specific and continuing steps to notify students, parents and employees that it does not discriminate on the basis of sex in the educational programs or activities which it operates, and that it is required by Title IX and 34 CFR Part 106 not to

discriminate in such a manner. The District must publish in any document used to recruit students or employees the policy that states that the District does not discriminate on the basis of sex.

There are certain exceptions, such as allowing boys and girls to be separated in physical contact activities, such as football, soccer, basketball, boxing, etc.

The District must not discriminate on the basis of a student's pregnancy. The District must also not discriminate on the basis of sex in the employment of personnel, compensation, fringe benefits, or work assignments under any federal programs.

Every federal application includes an assurance that the District complies with these provisions. The assurance is included in the TEA General Provisions and Assurances. *Title IX of the Education Amendments of 1972*; *34 CFR Part 106*; and *34 CFR §§ 75.500 and 76.500*

The Superintendent is responsible for coordinating and ensuring compliance with this Act.

PROHIBITION OF DISCRIMINATION ON THE BASIS OF AGE

The Age Discrimination Act of 1975 prohibits discrimination based on *age* in programs or activities that receive federal financial assistance. The regulations in 34 CFR Part 110 implement the *Age Discrimination Act* and describe conduct that violates the Act.

No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The District may not, in any program or activity receiving federal financial assistance, directly or through contractual, licensing, or other arrangements, use age distinctions or take any other actions that have the effect, on the basis of age, of

1. excluding individuals from, denying them the benefits of, or subjecting them to discrimination under a program or activity receiving federal financial assistance
2. denying or limiting individuals in their opportunity to participate in any program or activity receiving Federal financial assistance

These regulations do not apply to

1. an age distinction contained in that part of a federal, state, or local statute or ordinance adopted by an elected, general purpose legislative body that:
    - provides any benefits or assistance to persons based on age
    - establishes criteria for participation in age-related terms
    - describes intended beneficiaries or target groups in age-related terms
2. any employment practice of any employer, employment agency, labor organization, or any labor-management joint apprenticeship training program, except any program or activity receiving federal financial assistance for employment under the Job Training Partnership Act (29 U.S.C. 1501 *et seq.*).

The regulations do not apply where age is a factor in conducting normal operations of the District. For example, where the District is operating a program or activity that provides special benefits to children, the use of age distinctions is presumed to be necessary to the normal operation of the program or activity.

Age discrimination in *employment* is covered under the Age Discrimination in Employment Act. Complaints of employment discrimination based on age may be filed with the U.S. Equal Employment Opportunity Commission.

The District must take steps to comply and maintain records demonstrating compliance. The District may be required to submit to the USDE OCR records that demonstrate compliance with the provisions and must also permit on-site access to records by USDE OCR staff to verify compliance. The District must:

- Designate at least one employee to coordinate its efforts to comply with and carry out its responsibilities under the *Age Discrimination Act*, including investigating any complaint communicated to the recipient alleging its noncompliance with the Act. The District must notify all its students of the name, office address, and telephone number of the employee or employees appointed to carry out the requirements of the Act.
- Adopt and publish grievance procedures providing for prompt and equitable resolution of student complaints alleging any action which would be prohibited by the Age Discrimination Act.

The USDE may conduct compliance reviews, pre-award reviews, and other similar procedures to investigate and correct violations of the Act and of the regulations, even in the absence of a complaint against the District. The review may be as comprehensive as necessary to determine whether a violation of the regulations occurred.

If a compliance review or pre-award review indicates a violation of the Act or of the regulations, the USDE attempts to achieve voluntary compliance with the Act. If voluntary compliance cannot be achieved, the USDE arranges for enforcement.

Any person who believes to have been the subject of age discrimination may file a written complaint with the USDE OCR not later than 180 days following the alleged discrimination. OCR staff is required to promptly refer the complaint for mediation. If the complaint cannot be resolved through mediation, the USDE will conduct an investigation and attempt to achieve voluntary compliance by the District. If the District does not comply, the USDE has the right to suspend or terminate federal funding for the program affected. The USDE must provide an opportunity for a hearing prior to suspension or termination of the program.

The Act prohibits retaliation for filing a complaint with OCR or for advocating for a right protected by the Act.

An assurance that the District complies with these provisions is included in the TEA General Provisions and Assurances. *Age Discrimination Act of 1975*; *34 CFR Part 110*; and *34 CFR §§ 75.500 and 76.500*

The Superintendent is responsible for coordinating and ensuring compliance with this Act.

PROHIBITION OF DISCRIMINATION ON THE BASIS OF DISABILITY

In addition to the Individuals with Disabilities in Education Act (IDEA), there are two other laws pertaining to non-discrimination on the basis of disability:

- Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs or activities that receive federal financial assistance from the USDE
- Title II of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability by state and local governments, including school districts, regardless of whether they receive any federal financial assistance

Section 504 of the *Rehabilitation Act of 1973*, effective May 1977, is widely recognized as the first civil-rights statute for persons with disabilities. Because it was successfully implemented over the next several years, it helped to pave the way for the 1990 Americans with Disabilities Act. The *Americans with Disabilities Act Amendments Act of 2008* (Amendments Act), effective January 1, 2009, amended the *Americans with Disabilities Act of 1990* (ADA) and included a conforming amendment to the *Rehabilitation Act of 1973* (Rehabilitation Act) that affects the meaning of *disability* in Section 504.

Section 504 and Title II of ADA are both unfunded mandates with which all school districts [as well as CISDs and open-enrollment charter schools] must comply. **It is important to recognize that while a specific child enrolled in the District may not be eligible for services under IDEA, the child *may* be eligible for protection under Section 504**. Failure to comply with Section 504 could result in costly hearings and potential lawsuits.

SECTION 504

Section 504 states that no otherwise qualified individual with a disability in the United States shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Section 504 defines *individuals with disabilities* as "persons with a *physical or mental impairment* which substantially limits one or more *major life activities*." However, a student protected under Section 504 may also have a *record* of such an impairment or be *regarded* as having such an impairment.

Physical or mental impairment means, including but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions. It includes any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more body systems, as well as any mental or psychological disorder.

Major life activities were expanded in the Amendments Act and now include:

caring for oneself	**bending**	**performing manual tasks**
speaking	**seeing**	**breathing**
hearing	**learning**	**eating**
reading	**sleeping**	**concentrating**
walking	**thinking**	**standing**
communicating	**lifting**	**working**

The regulations implementing Section 504 in the context of educational institutions appear at 34 CFR Part 104. These regulations require a school district to provide a "free appropriate public education" (FAPE) to each qualified student with a disability who is in the school district's jurisdiction, regardless of the nature or severity of the disability. Under Section 504, FAPE consists of the provision of regular or special education and related aids and services designed to meet the student's individual educational needs as adequately as the needs of nondisabled students are met.

Determining whether a child is a *qualified disabled student* under Section 504 begins with the evaluation process. Section 504 requires the use of evaluation procedures that ensure that children are not misclassified, unnecessarily labeled as having a disability, or incorrectly placed, based on inappropriate selection, administration, or interpretation of evaluation materials.

School districts must establish standards and procedures for initial evaluations and periodic re-evaluations of students who need or are believed to need special education and/or related services because of disability. The Section 504 regulations require districts to individually evaluate a student before classifying the student as having a disability or providing the student with special education. In addition, evaluation and the provision of appropriate accommodations are required regardless of any methods the student might be using to mitigate the impairment.

Costs related to provisions under Section 504 must come from state or local funds. Such expenditure must not be paid from federal grant funds.

TITLE II OF ADA

Title II of the Americans with Disabilities Act of 1990 extends this prohibition against discrimination to the full range of state and local government (including public schools) services, programs, and activities *regardless of whether they receive any federal financial assistance*.

However, "for purposes of employment", *Qualified Individuals with Disabilities* must also meet "normal and essential eligibility requirements", such that:

"*Qualified Individuals with Disabilities* are persons who, with *Reasonable Accommodation*, can perform the essential functions of the job for which they have applied or have been hired to perform."

"*Reasonable Accommodation* means an employer is required to take reasonable steps to accommodate [one's] disability unless it would cause the employer undue hardship."

That is, *Qualified Individuals with Disabilities* must be able to perform the job duties (with reasonable accommodation) associated with the job for which they will be hired.

ENFORCEMENT OF SECTION 504 AND TITLE II OF ADA

The USDE OCR enforces the provisions of *Section 504* and the provisions of *Title II of ADA* as it applies to LEAs. An assurance that the grantee complies with these provisions is included in the TEA General Provisions and Assurances.

Although the implementing regulations for *Title II of ADA* in *28 CFR Part 35* are enforced by the U. S. Department of Justice (DOJ), the USDE Office of Civil Rights is designated by the DOJ to resolve complaints filed against SEAs and LEAs.

The 504 Coordinator coordinates and ensures compliance with the requirements under Section 504. The superintendent coordinates and ensures compliance with the requirements of Title II of ADA.

Section 504 of the Rehabilitation Act of 1973; *34 CFR Part 104*; *34 CFR §§ 75.500 and 76.500; Title II of the Americans with Disabilities Act of 1990*; *Americans with Disabilities Act Amendments Act of 2008*; and *28 CFR Part 35*

PROHIBITION OF DISCRIMINATION OF GROUPS AFFILIATED WITH THE SCOUTS OF AMERICA

Under this Act, Districts that sponsor any group affiliated with Scouts of America or any other patriotic youth society must not discriminate against such youth or deny equal access to, or fair opportunity to meet in, school facilities or on school premises. Patriotic youth societies include, among others, Big Brothers Big Sisters, Boys and Girls Clubs of America, Girl Scouts of the U.S.A., and

Little League Baseball, Inc. This does not require that the District *sponsor* a group affiliated with Scouts of America or similar patriotic youth society.

The U.S. Supreme Court has ruled that the Scouts have the right to set their own standards for leadership. Schools must respect that right and not exclude the Scouts because of its membership and leadership policies and oath of allegiance to God and country.

34 CFR Part 108 implements the provisions of the Act. The District shall not deny access or opportunity or discriminate for reasons including the membership or leadership criteria or oath of allegiance to God and country of the Scouts or of a similar patriotic youth society.

Any group officially affiliated with the Scouts or officially affiliated with any other patriotic youth society that requests to conduct a meeting in the District's facilities or on school grounds must be given equal access to school premises or facilities to conduct meetings. Such groups must also be given equal access to any other benefits and services provided to other groups that are allowed to meet on school premises or in school facilities. These benefits and services may include, but are not necessarily limited to, school-related means of communication, such as bulletin board notices and literature distribution, and recruitment.

Any decisions relevant to the provision of equal access must be made on a nondiscriminatory basis. Any determinations of which youth or community groups are *outside groups* must be made using objective, nondiscriminatory criteria, and these criteria must be used in a consistent, equal, and nondiscriminatory manner.

The USDE OCR enforces the requirements of the Act.

SCHOOL PRAYER

A related provision applies to constitutionally protected prayer in public schools. As a condition of receiving ESSA funds, the District must certify in writing that no policy of the District prevents, or otherwise denies participation in, constitutionally protected prayer in public elementary and secondary schools. Per statute, the certification must be provided to TEA by October 1 of each year. However, TEA includes the certification in the federal ESSA Consolidated Application each year in the Provisions and Assurances, Section N, thus eliminating the need for LEAs to submit a separate certification.

The provision also requires the Secretary to provide guidance to Districts and to publish the guidance on the Internet. A link to the guidance is provided below. *ESEA, as Amended by the No Child Left Behind Act of 2001, § 9524*

USDE Guidance on Constitutionally Protected Prayer in Public Schools

The Superintendent coordinates and ensures compliance with the requirements of this Act.

PROGRAM REPORTING

Federal regulations require that grantees cooperate in any evaluation of the program. 34 CFR § 76.591. States may require sub-grantees to furnish reports that the state needs to carry out its evaluation and performance reporting duties. 34 CFR § 76.722.

Evaluation reports must include

- the District's progress in achieving the objectives in its approved application
- the effectiveness of the project in meeting the purposes of the program
- the effect of the project on participants being served by the project

Federal regulations also require that grantees, in this case, TEA, submit, at a minimum, annual performance reports to the federal awarding agency. 2 CFR § 200.328. The federal awarding agency may also require quarterly or semi-annual reports. Performance reports must contain, for each grant, brief information on the following:

- a comparison of actual accomplishments to the objectives established for the project period
- the reasons why established objectives were not met, if applicable
- additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs

Grantees must adhere to the same standards in prescribing performance reporting requirements for sub-grantees.

In addition, events may occur between the scheduled performance reporting dates which have significant impact upon the grant activities. 2 CFR § 200.328(d). In such cases, the regulations require the District to inform TEA, and TEA to inform the USDE or other federal awarding agency, if appropriate, as soon as either of the following conditions become known:

- problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
- favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more beneficial results than originally planned

The USDE or TEA may make site visits as warranted by program needs.

Program reporting requirements are specified in the *Program Guidelines* accompanying each RFA published by TEA. The program manager/director assigned to the program is responsible for ensuring mechanisms and systems are in place or collecting and analyzing any and all required data and/or information and for reporting such data and/or information in accordance with TEA's requirements.

LEGAL AUTHORITIES AND HELPFUL RESOURCES

The following documents contain relevant grants management requirements. Staff should be familiar with these materials and consult them when making decisions related to the federal grant.

- Education Department General Administrative Regulations (EDGAR) **(website)**
- Uniform Administrative Requirements, Cost Principals, Audit Requirements for Federal Awards (2 CFR Part 200) **(website)**
- USDE's Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 3474) **(website)**
- Federal education program statutes, regulations, and guidance **(website)**

Records will be retained in accordance with Texas State Library and Archives Commission requirements.

Clyde CISD

2026-2027
Student Code of Conduct

Approved by the Board of Trustees

July 27, 2026

Student Code of Conduct

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Student Code of Conduct

Accessibility

If you have difficulty accessing the information in this document because of disability, please contact the district at contact@clydeisd.org.

Purpose

The Student Code of Conduct ("Code of Conduct"), as required by Chapter 37 of the Texas Education Code, provides methods and options for managing student behavior, preventing and intervening in student discipline problems, and imposing discipline.

The law requires the district to define misconduct that may—or must—result in a range of specific disciplinary consequences, including removal from a regular classroom or campus, out-of-school suspension, placement in a disciplinary alternative education program (DAEP), placement in a juvenile justice alternative education program (JJAEP), or expulsion from school.

This Code of Conduct has been adopted by the Clyde CISD board of trustees and developed with the advice of the district-level planning and decision-making committee. It provides information to parents and students regarding standards of conduct, consequences of misconduct, and procedures for administering discipline. This Code of Conduct remains in effect during summer school and at all school-related events and activities outside the school year until the board adopts an updated version for the next school year.

In accordance with state law, the Code of Conduct shall be posted at each school campus or shall be available for review at the campus principal's office. Additionally, the Code of Conduct shall be available at the campus behavior coordinator's office and posted on the district's website. Parents shall be notified of any conduct violation that may result in a student being suspended, placed in a DAEP or JJAEP, expelled, or taken into custody by a law enforcement officer under Chapter 37of the Education Code.

Not later than the first day of the 2025-2026 school year, the Texas Education Agency (TEA) shall prepare and provide to each school district a report identifying each law relating to school discipline that was amended or added by the 89th Legislature, Regular Session, 2025. A school district shall provide to each student and the parent of or person standing in parental relation to the student the prepared report.

Because the Code of Conduct is adopted by the district's board of trustees, it has the force of policy. In the event of a conflict between the Code of Conduct and the Student Handbook, the Code of Conduct shall prevail.

Please note: The discipline of students with disabilities who are eligible for services under federal law (Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973) is subject to the provisions of those laws.

School District Authority and Jurisdiction

School rules and the district's authority to administer discipline apply whenever the interest of the district is involved, on or off school grounds, in conjunction with or independent of classes and school-sponsored activities.

The district has disciplinary authority over a student:

1. During the regular school day;
2. While the student is traveling on district transportation;
3. During lunch periods in which a student is allowed to leave campus;
4. At any school-related activity, regardless of time or location;
5. For any school-related misconduct, regardless of time or location;
6. When retaliation against a school employee, board member, or volunteer occurs or is threatened, regardless of time or location;
7. When a student engages in cyberbullying, as defined by Education Code 37.0832;
8. When criminal mischief is committed on or off school property or at a school-related event;
9. For certain offenses committed within 300 feet of school property as measured from any point on the school's real property boundary line;
10. For certain offenses committed while on school property or while attending a school-sponsored or school-related activity of another district in Texas;
11. When the student commits a felony, as provided by Education Code 37.006, 37.007, or 37.0081; and
12. When the student is required to register as a sex offender.

Campus Behavior Coordinator

As required by law, a single person at each campus must be designated to serve as the campus behavior coordinator (CBC). The designated person may be the principal, or any other campus administrator selected by the principal. Additional staff members may assist the CBC in the performance of the CBC's duties, provided that the CBC personally verifies that all aspects of Chapter 37, Subchapter A are appropriately implemented. The CBC is primarily responsible for maintaining student discipline. The CBC shall monitor disciplinary referrals and report the following behavior to the campus's threat assessment and safe and supportive school team:

- Conduct that contains the elements of the offense of terroristic threat under Penal Code 22.07;
- Conduct that contains the elements of the offense of unlawfully carrying weapons under Penal Code 46.02;
- Conduct that contains the elements of the offense of exhibiting, using, or threatening to exhibit or use a firearm under Education Code 37.125; and

- Any concerning student behaviors or behavioral trends that may pose a serious risk of violence to the student or others.

The district shall post on its website and in the Student Handbook, for each campus, the email address and telephone number of the person serving as CBC. Contact information may be found at www.clydeisd.org and at https://drive.google.com/drive/folders/0B1-e4_8_o-A9QVRCa0RTZFBRb2s?resourcekey=0-cPVAC66t-znbswafj5xOgQ.

Threat Assessment and Safe and Supportive School Team

The CBC or other appropriate administrator will work closely with the campus threat assessment and safe and supportive school team to implement the district's threat assessment policy and procedures, as required by law, and shall take appropriate disciplinary action in accordance with the Code of Conduct.

Searches

District officials may conduct searches of students, their belongings, and their vehicles in accordance with state and federal law and district policy. Searches of students shall be conducted in a reasonable and nondiscriminatory manner. Refer to the district's policies at FNF(LEGAL) and FNF(LOCAL) for more information regarding investigations and searches.

The district has the right to search a vehicle driven to school by a student and parked on school property whenever there is reasonable suspicion to believe it contains articles or materials prohibited by the district.

Desks, lockers, district-provided technology, and similar items are the property of the district and are provided for student use as a matter of convenience. District property is subject to search or inspection at any time without notice.

Reporting Crimes

The principal or CBC and other school administrators as appropriate shall report crimes as required by law and shall call local law enforcement when an administrator suspects that a crime has been committed on campus.

Security Personnel

The board utilizes school resource officers (SROs) and school guardians to ensure the security and protection of students, staff, and property. In accordance with law, the board has coordinated with the CBC and other district employees to ensure appropriate law enforcement duties are assigned to these persons. Provisions addressing the various types of security personnel can be found in the CKE policy series.

The law enforcement duties of school resource officers are:

1. Protect the safety and welfare of any person in the jurisdiction of the District and protect the property of the District.
2. Conduct perimeter checks.
3. Provide a presence on all campuses and selected events.
4. Enforce all laws, including municipal ordinances, county ordinances, and state laws, and investigate violations of law as needed. In doing so, school resource officers may serve

search warrants in connection with District-related investigations in compliance with the Texas Code of Criminal Procedure.
5. Arrest suspects consistent with state and federal statutory and constitutional standards governing arrests, including arrests without warrant, for offenses that occur in the officer's presence or under the other rules set out in the Texas Code of Criminal Procedure.
6. Coordinate and cooperate with commissioned officers of all other law enforcement agencies in the enforcement of this policy as necessary.
7. Enforce District policies, rules, and regulations on District property, in school zones, at bus stops, or at District functions.
8. Investigate violations of District policy, rules, and regulations as requested by the Superintendent and participate in hearings concerning alleged violations.
9. Carry a firearm in accordance with the MOU and the directives with the commissioning entity.
10. Work with students and staff on the emergency operations plan.
11. Carry out all other duties in accordance with the MOU.

"Parent" Defined

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

Participating in Graduation Activities

The district has the right to limit a student's participation in graduation activities for violating the district's Code of Conduct.

Participation might include a speaking role, as established by district policy and procedures.

Students eligible to give the opening and closing remarks at graduation shall be notified by the campus principal. Notwithstanding any other eligibility requirements, in order to be considered eligible, a student shall not have engaged in any misconduct that resulted in an out-of-school suspension, removal to a DAEP, or expulsion during the semester immediately preceding graduation.

The valedictorian and salutatorian may also have speaking roles at graduation. No student shall be eligible to have such a speaking role if he or she engaged in any misconduct that resulted in an out-of-school suspension, removal to a DAEP, or expulsion during the semester immediately preceding graduation.

Unauthorized Persons

In accordance with [Education Code 37.105](), a school administrator, SRO, or district police officer shall have the authority to refuse entry to or eject a person from district property if the person refuses to leave peaceably on request and:

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

School District Authority and Jurisdiction

Appeals regarding refusal of entry or ejection from district property may be filed in accordance with policies FNG(LOCAL) or GF(LOCAL), as appropriate. However, the timelines for the district's grievance procedures shall be adjusted as necessary to permit the person to address the board in person within 90 calendar days, unless the complaint is resolved before a board hearing.

[See Restrictions During Placement for information regarding a student assigned to DAEP at the time of graduation.]

Standards for Student Conduct

Each student is expected to:

- Demonstrate courtesy, even when others do not.
- Behave in a responsible manner.
- Exercise self-discipline.
- Attend all classes regularly and on time.
- Bring appropriate materials and assignments to class.
- Meet district and campus standards of grooming and dress.
- Obey all campus and classroom rules.
- Respect the rights and privileges of students, teachers, and other district staff and volunteers.
- Respect the property of others, including district property and facilities.
- Cooperate with and assist the school staff in maintaining safety, order, and discipline.
- Adhere to the requirements of the Code of Conduct.

General Conduct Violations

The categories of conduct below are prohibited at school, in vehicles owned or operated by the district, and at all school-related activities, but the list does not include the most severe offenses. In the subsequent sections on In-School Suspension, Out-of-School Suspension, Disciplinary Alternative Education Program (DAEP) Placement, Placement and/or Expulsion for Certain Offenses, and Expulsion, those offenses that require or permit specific consequences are listed. Any offense, however, may be severe enough to result in Removal from the Regular Educational Setting.

Disregard for Authority

Students shall not:

- Fail to comply with directives given by school personnel.
- Leave school grounds or school-sponsored events without permission.
- Disobey rules for conduct in district vehicles.
- Refuse to accept discipline or consequence assigned by a teacher or principal.

Mistreatment of Others

Students shall not:

- Use profanity or vulgar language or make obscene gestures.
- Fight or scuffle. [See Placement and/or Expulsion for Certain Offenses for assault.]
- Threaten a district student, employee, or volunteer, including off school property if the conduct causes a substantial disruption to the educational environment.
- Engage in any behavior that violates the Student Code of Conduct and is motivated by antisemitism. [See Glossary]
- Engage in bullying, cyberbullying, harassment, or making hit lists. (See Glossary for all four terms.)
- Release or threaten to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent.
- Engage in sexual or gender-based harassment or sexual abuse, whether by word, gesture, or any other conduct directed toward another person, including a district student, employee, board member, or volunteer.
- Engage in conduct that constitutes dating violence. [See Glossary]
- Engage in inappropriate or indecent exposure of private body parts.
- Participate in hazing. [See Glossary]
- Coerce an individual to act through the use or threat of force.
- Commit extortion or blackmail.

- Engage in inappropriate verbal, physical, or sexual conduct directed toward another person, including a district student, employee, or volunteer.
- Record the voice or image of another without the prior consent of the individual being recorded or in any way that disrupts the educational environment or invades the privacy of others.

Property Offenses

Students shall not:

- Damage or vandalize property owned by others. [See Placement and/or Expulsion for Certain Offenses for felony criminal mischief.]
- Deface or damage school property, including textbooks, technology and electronic resources, lockers, furniture, and other equipment, with graffiti or by other means.
- Steal from students, staff, or the school.
- Commit or assist in a robbery or theft, even if it does not constitute a felony according to the Penal Code. [See Placement and/or Expulsion for Certain Offenses for felony robbery, aggravated robbery, and theft.]
- Enter, without authorization, district facilities that are not open for operations.

Possession of Prohibited Items

Students shall not possess or use:

- 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 "look-alike" weapon that is intended to be used as a weapon or could reasonably be perceived as a weapon;
- An air gun or BB gun;
- A short barrel firearm;
- Ammunition;
- A hand instrument designed to cut or stab another by being thrown;
- A firearm silencer or suppressor;
- *A location-restricted knife;
- *A club;
- *A firearm;
- A stun gun;
- Knuckles;
- A pocketknife or any other small knife;

- Mace or pepper spray;
- Pornographic material;
- Tobacco products (including nicotine pouches), cigarettes, e-cigarettes, and any component, part, or accessory for an e-cigarette device;
- Matches or a lighter;
- A laser pointer, unless it is for an approved use; or
- Any articles not generally considered to be weapons, including school supplies, when the principal or designee determines that a danger exists.

*See Placement and/or Expulsion for Certain Offenses for weapons and firearms. In many circumstances, possession of these items is punishable by mandatory expulsion under federal or state law.

Possession of Personal Communication Devices

Students shall not:

- Use a personal communication device, including a cell phone, or other electronic device on school property during the school day and shall store the device in accordance with the method of storage established by the district. [See Glossary]
- The district may authorize the use of a personal communication device for the following reasons:
    - To implement an individualized education program (IEP) or for a plan created under Section 504, Rehabilitation Act of 1973 (29 U.S.C Section 794) or a similar program or plan;
    - With documented need based on a directive from a qualified physician; or
    - To comply with a health or safety requirement imposed by law or as part of the district's safety protocols.

Inappropriate use of a personal communication device during the school day will result in disciplinary action in accordance with this Code of Conduct.

Illegal, Prescription, and Over-the-Counter Drugs

Students shall not:

- Possess, use, give, or sell alcohol or an illegal drug. [See Disciplinary Alternative Education Program (DAEP) Placement and Expulsion for mandatory and permissive consequences under state law.]
- Possess or sell seeds or pieces of marijuana in less than a usable amount.
- Possess, use, give, or sell paraphernalia related to any prohibited substance. [See Glossary for "paraphernalia."]
- Possess, use, abuse, or sell look-alike drugs or attempt to pass items off as drugs or contraband.

- Abuse the student's own prescription drug, give a prescription drug to another student, or possess or be under the influence of another person's prescription drug on school property or at a school-related event. [See Glossary for "abuse."]
- Abuse over-the-counter drugs. [See Glossary for "abuse."]
- Be under the influence of prescription or over-the-counter drugs that cause impairment to body or mind. [See Glossary for "under the influence."]
- Have or take prescription drugs or over-the-counter drugs at school other than as provided by district policy.

Misuse of Technology Resources and the Internet

Students shall not:

- Violate policies, rules, or agreements signed by the student or the student's parent regarding the use of technology resources.
- Attempt to access or circumvent passwords or other security-related information of the district, students, or employees or upload or create computer viruses, including off school property if the conduct causes a substantial disruption to the educational environment.
- Attempt to alter, destroy, or disable district technology resources including, but not limited to, computers and related equipment, district data, the data of others, or other networks connected to the district's system, including off school property if the conduct causes a substantial disruption to the educational environment.
- Use the internet or other electronic communications to threaten or harass district students, employees, board members, or volunteers, including off school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.
- Send, post, deliver, or possess electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal, including cyberbullying and "sexting," either on or off school property, if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.
- Use the internet or other electronic communication to engage in or encourage illegal behavior or threaten school safety, including off school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.
- Utilize artificial intelligence in a way that would constitute academic dishonesty or as a means of engaging in any other prohibited conduct.

Safety Transgressions

Students shall not:

- Possess published or electronic material that is designed to promote or encourage illegal behavior or that could threaten school safety.

- Engage in verbal (oral or written) exchanges that threaten the safety of another student, a school employee, or school property.
- Make false accusations or perpetrate hoaxes regarding school safety.
- Engage in any conduct that school officials might reasonably believe will substantially disrupt the school program or incite violence.
- Throw objects that can cause bodily injury or property damage.
- Discharge a fire extinguisher without valid cause.

Miscellaneous Offenses

Students shall not:

- Violate dress and grooming standards as communicated in the Student Handbook.
- Engage in academic dishonesty, which includes cheating or copying the work of another student, unauthorized use of artificial intelligence, plagiarism, and unauthorized communication between students during an examination.
- Gamble.
- Falsify records, passes, or other school-related documents.
- Engage in actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Repeatedly violate other communicated campus or classroom standards of conduct.

The district may impose campus or classroom rules in addition to those found in the Code of Conduct. These rules may be posted in classrooms or given to the student and may or may not constitute violations of the Code of Conduct.

Discipline Management Techniques

Discipline shall be designed to improve conduct and encourage students to be responsible members of the school community. Disciplinary action shall draw on the professional judgment of teachers and administrators and on a range of discipline management techniques, including restorative practices. Discipline shall be based on the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, the effect of the misconduct on the school environment, and statutory requirements.

First-Time Offense of Possession or Use of Nicotine Delivery Product or E-Cigarette

An appropriate administrator may place a student in a disciplinary alternative education program for the first-time offense of possession or use of a nicotine delivery product or e-cigarette, as defined by Section 161.081, Health and Safety Code.

If a student who possesses or uses an e-cigarette is not placed in a disciplinary alternative education program for the first-time offense under Education Code 37.008, the student shall be placed in in-school suspension for a period of at least 10 school days.

Students with Disabilities

The discipline of students with disabilities is subject to applicable state and federal law in addition to the Code of Conduct. In the event of any conflict, the district shall comply with federal law. For more information regarding discipline of students with disabilities, see policy FOF(LEGAL).

In accordance with the Education Code, a student who receives special education services may not be disciplined in a manner that results in a change to the student's educational placement for conduct meeting the definition of bullying, cyberbullying, harassment, or making hit lists [see Glossary] until an Admission, Review, and Dismissal (ARD) committee meeting has been held to review the conduct.

In deciding whether to order suspension, DAEP placement, or expulsion, regardless of whether the action is mandatory or discretionary, the district shall take into consideration a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct.

Techniques

The following discipline management techniques may be used alone, in combination, or as part of progressive interventions for behavior prohibited by the Code of Conduct or by campus or classroom rules:

- Verbal correction, oral or written.
- Cooling-off time or a brief "time-out" period, in accordance with law.
- Seating changes within the classroom or vehicles owned or operated by the district.
- Temporary confiscation of items that disrupt the educational process.
- Rewards or demerits.
- Behavioral contracts.

Discipline Management Techniques

- Counseling by teachers, school counselors, or administrative personnel.
- Parent-teacher conferences.
- Behavior coaching.
- Anger management classes.
- Mediation (victim-offender).
- Classroom circles.
- Family group conferencing.
- Grade reductions for cheating, plagiarism, and as otherwise permitted by policy.
- Detention, including outside regular school hours.
- Sending the student to the office, another assigned area, or to in-school suspension (ISS).
- Assignment of school duties, such as cleaning or picking up litter.
- Withdrawal of privileges, such as participation in extracurricular activities, eligibility for seeking and holding honorary offices, or membership in school-sponsored clubs and organizations.
- Penalties identified in student organizations' extracurricular standards of behavior.
- Restriction or revocation of district transportation privileges.
- School-assessed and school-administered probation.
- Corporal punishment, unless the student's parent or guardian has provided a signed statement prohibiting its use.
- In-school suspension, as specified in In-School Suspension.
- Out-of-school suspension, as specified in Out-of-School Suspension.
- Placement in a DAEP, as specified in Disciplinary Alternative Education Program (DAEP) Placement.
- Expulsion and/or placement in an alternative educational setting, as specified in Placement and/or Expulsion for Certain Offenses.
- Expulsion, as specified in Expulsion.
- Referral to an outside agency or legal authority for criminal prosecution in addition to disciplinary measures imposed by the district.
- Other strategies and consequences as determined by school officials.

Prohibited Aversive Techniques

Aversive techniques are prohibited for use with students and are defined as techniques or interventions intended to reduce the reoccurrence of a behavior by intentionally inflicting significant physical or emotional discomfort or pain. Aversive techniques include:

- Using techniques designed or likely to cause physical pain, other than corporal punishment as permitted by district policy. [See policy FO(LOCAL)]
- Using techniques designed or likely to cause physical pain by electric shock or any procedure involving pressure points or joint locks.
- Directed release of noxious, toxic, or unpleasant spray, mist, or substance near a student's face.
- Denying adequate sleep, air, food, water, shelter, bedding, physical comfort, supervision, or access to a restroom facility.
- Ridiculing or demeaning a student in a manner that adversely affects or endangers the learning or mental health of the student or constitutes verbal abuse.
- Employing a device, material, or object that immobilizes all four of a student's extremities, including prone or supine floor restraint.
- Impairing the student's breathing, including applying pressure to the student's torso or neck or placing something in, on, or over the student's mouth or nose or covering the student's face.
- Restricting the student's circulation.
- Securing the student to a stationary object while the student is standing or sitting.
- Inhibiting, reducing, or hindering the student's ability to communicate.
- Using chemical restraints.
- Using time-out in a manner that prevents the student from being able to be involved in and progress appropriately in the required curriculum or any applicable individualized education program (IEP) goals, including isolating the student using physical barriers.
- Depriving the student of one or more of the student's senses, unless the technique does not cause the student discomfort or complies with the student's IEP or behavior intervention plan (BIP).

Notification

The CBC shall promptly notify a student's parent by phone or in person of any violation that may result in in-school or out-of-school suspension, placement in a DAEP, placement in a JJAEP, or expulsion. The CBC shall also notify a student's parent if the student is taken into custody by a law enforcement officer under the disciplinary provisions of Education Code 37.0012(d).

A good-faith effort shall be made to provide written notice of the disciplinary action to the student, on the day the action was taken, for delivery to the student's parent. If the parent has not been reached by telephone or in person by 5:00 p.m. of the first business day after the day the disciplinary action was taken, the CBC shall send written notification by U.S. Mail. If the CBC is not able to provide notice to the parent, the principal or designee shall provide the notice.

Before the principal or appropriate administrator assigns a student under age 18 to detention outside regular school hours, notice shall be given to the student's parent to inform him or her of the reason for the detention and permit arrangements for necessary transportation.

Parental Involvement

The district has not adopted a policy for parental involvement in school disciplinary placements under Education Code 37.0014.

Appeals

Questions from parents regarding disciplinary measures should be addressed to the teacher, campus administration, or CBC, as appropriate. Appeals or complaints regarding the use of specific discipline management techniques should be addressed in accordance with policy FNG(LOCAL). A copy of this policy may be obtained from the central administration office or online at
https://pol.tasb.org/PolicyOnline/PolicyDetails?key=250&code=FNG#localTabContent.

The district shall not delay a disciplinary consequence while a student or parent pursues a grievance. In the instance of a student who is accused of conduct that meets the definition of sexual harassment as defined by Title IX, the district will comply with applicable federal law, including the Title IX formal complaint process. [See policies FFH(LEGAL) and (LOCAL)]

Removal from the School Bus

A bus driver may refer a student to the principal's office or the CBC's office to maintain effective discipline on the bus. The principal or CBC must employ additional discipline management techniques, as appropriate, which can include restricting or revoking a student's bus riding privileges.

To transport students safely, the vehicle operator must focus on driving and not be distracted by student misbehavior. Therefore, when appropriate disciplinary management techniques fail to improve student behavior or when specific misconduct warrants immediate removal, the principal or the CBC may restrict or revoke a student's transportation privileges, in accordance with law.

Removal from the Regular Educational Setting

In addition to other discipline management techniques, misconduct may result in removal from the regular educational setting in the form of a routine referral or a formal removal.

Routine Referral

A routine referral occurs when a teacher sends a student to the CBC's office as a discipline management technique. The CBC shall employ alternative discipline management techniques, including progressive interventions. A teacher or administrator may remove a student from class for behavior that violates this Code of Conduct to maintain effective discipline in the classroom.

Formal Teacher Removal

A teacher may initiate a formal removal from class if:

1. A student's behavior repeatedly interferes with the teacher's ability to teach the class or with other students' ability to learn.
2. A student demonstrates behavior that is unruly, disruptive, or abusive toward the teacher, another adult, or another student in the classroom.
3. A student engages in conduct that constitutes bullying, as defined by Education Code 37.0832.0.

A teacher, CBC, or other appropriate administrator must notify a parent or person standing in parental relation to the student of the formal removal. A teacher may remove a student from class based on a single incident of behavior.

Within three school days of the formal removal, the CBC or appropriate administrator shall schedule a conference with the student's parent, the student, the teacher who removed the student from class, and any other appropriate administrator.

At the conference, the CBC or appropriate administrator shall inform the student of the alleged misconduct and the proposed consequences. The student shall have an opportunity to respond to the allegations.

When a student is removed from the regular classroom by a teacher and a conference is pending, the CBC or other administrator may place the student in:

- Another appropriate classroom.
- ISS.
- Out-of-school suspension.
- DAEP.

A teacher or administrator must remove a student from class if the student engages in behavior that under the Education Code requires or permits the student to be placed in a DAEP or expelled. When removing for those reasons, the procedures in the subsequent sections on DAEP or expulsion shall be followed.

Removal from the Regular Educational Setting

Returning a Student to the Classroom

A student who has been formally removed from class by a teacher for conduct against the teacher containing the elements of assault, aggravated assault, sexual assault, or aggravated sexual assault may not be returned to the teacher's class without the teacher's written consent.

A student who has been formally removed by a teacher for any other conduct may not be returned to the teacher's class without the teacher's written consent unless the placement review committee determines that the teacher's class is the best or only alternative, and not later than the third class day after the day the student was removed from class, a conference in which the teacher was provided an opportunity to participate has been held. The student may not be returned to the teacher's class unless the teacher provides written consent for the student's return or a return to class plan has been prepared for that student.

Appeals of Formal Teacher Removals

A student may appeal the teacher's removal of the student from class to the school's placement review committee or the campus's threat assessment and safe and supportive school team, in accordance with a district policy providing for such an appeal to be made to this team.

In-School Suspension

An in-school suspension is not subject to any time limit.

A school's principal or other appropriate administrator shall review the in-school suspension of a student at least once every 10 school days after the date of the suspension begins to evaluate the educational progress of the student and to determine if continued in-school suspension is appropriate.

During in-school suspension, a student shall receive appropriate behavioral support services and comparable educational services as the student would receive in the classroom. If the student receives special education services, the student must continue to receive special education and related services specified in the student's individualized education program (IEP) and continue to have an opportunity to progress in the general curriculum.

[See First-Time Offense of Possession or Use of Nicotine Delivery Product or E-Cigarette for limitations to the general rule.]

Process

Before being suspended, a student shall have an informal conference with the CBC or appropriate administrator, who shall inform the student of the alleged misconduct and give the student an opportunity to respond to the allegation before the administrator makes a decision.

The CBC shall determine the number of days of a student's suspension.

In deciding whether to order in-school suspension, the CBC shall take into consideration:

1. Self-defense [see Glossary];
2. Intent or lack of intent at the time the student engaged in the conduct;
3. The student's disciplinary history;
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct;
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care); or
6. A student's status as homeless.

The appropriate administrator shall determine any restrictions on participation in school-sponsored or school-related extracurricular and co-curricular activities.

Out-of-School Suspension

Misconduct

Students may be suspended for behavior listed in the Code of Conduct as a general conduct violation, DAEP offense, or expellable offense.

The district shall not use out-of-school suspension for students below grade 3 unless the conduct meets the requirements established in law.

A student below grade 3 or a student who is homeless shall not be placed in out-of-school suspension unless, while on school property or while attending a school-sponsored or school-related activity on or off school property, the student engages in:

- Conduct that contains the elements of a weapons offense, as provided in Penal Code sections 46.02 or 46.05;
- Conduct that threatens the immediate health and safety of other students in the classroom;
- Documented conduct that results in repeated or significant disruption to the classroom; or
- Selling, giving, or delivering to another person or possessing, using, or being under the influence of any amount of marijuana, an alcoholic beverage, or a controlled substance or dangerous drug as defined by federal or state law.

The district shall use a positive behavior program as a disciplinary alternative for students below grade 3 who commit general conduct violations instead of suspension or placement in a DAEP. The program shall meet the requirements of law.

Process

State law allows a student to be assigned to out-of-school suspension for no more than three school days per behavior violation, with no limit on the number of times a student may be suspended in a semester or school year.

Before being suspended a student shall have an informal conference with the CBC or appropriate administrator, who shall inform the student of the alleged misconduct and give the student an opportunity to respond to the allegation before the administrator makes a decision.

The CBC shall determine the number of days of a student's suspension, not to exceed three school days.

In deciding whether to order out-of-school suspension, the CBC shall take into consideration:

1. Self-defense [see Glossary];
2. Intent or lack of intent at the time the student engaged in the conduct;
3. The student's disciplinary history;
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct;
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care); or

6. A student's status as homeless.

The appropriate administrator shall determine any restrictions on participation in school-sponsored or school-related extracurricular and co-curricular activities.

Alternative Assignment

A parent or person standing in parental relation to the student may submit a written request to the principal or other appropriate administrator to reassign a student placed in out-of-school suspension. The parent or person standing in parental relation to the student must provide information and documentation that they are unable to provide suitable supervision for the student during school hours during the period of the suspension. It is the sole discretion of the principal or other appropriate administrator to reassign the student placed in out-of-school suspension.

Coursework During Suspension

The district shall ensure a student receives access to coursework for foundation curriculum courses while the student is placed in in-school or out-of-school suspension, including at least one method of receiving this coursework that doesn't require the use of the internet.

A student removed from the regular classroom to ISS or another setting, other than a DAEP, will have an opportunity before the beginning of the next school year to complete each course the student was enrolled in at the time of removal. 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.

Disciplinary Alternative Education Program (DAEP) Placement

Disciplinary Alternative Education Program (DAEP) Placement

The DAEP shall be provided in a setting other than the student's regular classroom. An elementary school student may not be placed in a DAEP with a student who is not an elementary school student.

For purposes of DAEP, elementary classification shall be kindergarten-grade 5 and secondary classification shall be grades 6-12.

Summer programs provided by the district shall serve students assigned to a DAEP separately from those students who are not assigned to the program.

A student who is expelled for an offense that otherwise would have resulted in a DAEP placement does not have to be placed in a DAEP in addition to the expulsion.

In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the CBC shall take into consideration:

1. Self-defense [see Glossary];
2. Intent or lack of intent at the time the student engaged in the conduct;
3. The student's disciplinary history;
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct;
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care); or
6. A student's status as homeless.

Discretionary Placement: Misconduct That May Result in DAEP Placement

A student may be placed in a DAEP for behaviors prohibited in the General Conduct Violations section of this Code of Conduct.

Misconduct Identified in State Law

In accordance with state law, a student **may** be placed in a DAEP for any of the following offenses:

- Engaging in bullying that encourages a student to die by suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent.
- Involvement in a public school fraternity, sorority, or secret society, or gang including participating as a member or pledge, or soliciting another person to become a pledge or member of a public school fraternity, sorority, secret society, or gang. [see Glossary]
- Involvement in criminal street gang activity. [see Glossary]
- Any criminal mischief, including a felony.
- Assault (no bodily injury) with threat of imminent bodily injury.

- Assault by offensive or provocative physical contact.
- Engages in conduct that contains the elements of the offense of disruptive activities under Education Code 37.123.
- Engages in conduct that contains the elements of the offense of disruption of classes under Education Code 37.124.
- Possesses or uses an e-cigarette, as defined by Section 161.081,Health and Safety Code, except that if a student who possesses or uses an e-cigarette is not placed in a disciplinary alternative education program for the first-time offense under Education Code 37.008, the student shall be placed in in-school suspension for a period of at least 10 school days. See First-Time Offense of Possession or Use of Nicotine Delivery Product or E-Cigarette for additional information.

In accordance with state law, a student **may** be placed in a DAEP if the superintendent or the superintendent's designee has reasonable belief [see Glossary] that the student engaged in conduct punishable as a felony that occurs off school property and not at a school-sponsored or school-related event, if the student's presence in the regular classroom threatens the safety of other students or teachers or will be detrimental to the educational process. Aggravated robbery or felonies listed as offenses in Title 5 [see Glossary] of the Penal Code are punishable as mandatory expulsions.

The CBC **may** place a student in a DAEP for off-campus conduct for which DAEP placement is required by state law if the administrator does not have knowledge of the conduct before the first anniversary of the date the conduct occurred.

Mandatory Placement: Misconduct That Requires DAEP Placement

A student **must** be placed in a DAEP if the student:

- Engages in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school. [see Glossary]
    - Commits the following offenses on school property, within 300 feet of school property as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:
    - Engages in conduct punishable as a felony.
    - Commits an assault [see Glossary] under Penal Code 22.01(a)(1).
    - Except as provided by Education Code 37.007(a)(3), sells, gives, or delivers to another person or possesses, uses, or is under the influence of a controlled substance or dangerous drug in an amount not constituting a felony offense. [School-related felony drug offenses are addressed in Expulsion.] [See Glossary for "under the influence," "controlled substance," and "dangerous drug."]
    - Sells, gives, or delivers to another person or possesses, uses, or is under the influence of marijuana or THC. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision.

  - Sells, gives, or delivers to another person an alcoholic beverage; commits a serious act or offense while under the influence of alcohol; or possesses, uses, or is under the influence of alcohol.
  - Behaves in a manner that contains the elements of an offense relating to abusable volatile chemicals.
  - Sells, gives, or delivers to another person an e-cigarette, as defined by Section 161.081, Health and Safety Code.
  - Behaves in a manner that contains the elements of the offense of public lewdness or indecent exposure. [see Glossary]
  - Engages in conduct that contains the elements of an offense of harassment against an employee under Penal Code sections 42.07(a)(1), (2), (3), or (7).
- Engages in expellable conduct and is six to nine years of age.
- Commits a federal firearms violation and is younger than six years of age.
- Engages in conduct that contains the elements of the offense of retaliation under Penal Code 36.06 against any school employee or volunteer on or off school property.
- Engages in conduct that contains the elements of harassment under Penal Code 42.07 against any school employee or volunteer on or off of school property.

The student receives deferred prosecution [see Glossary], or a court or jury finds that the student has engaged in delinquent conduct [see Glossary], or the superintendent or designee has a reasonable belief [see Glossary] under Section 53.03, Family Code, for conduct defined as any of the following offenses under the Penal Code:

1. A felony offense under Title 5;
2. The offense of deadly conduct under Section 22.05;
3. The felony offense of aggravated robbery under Section 29.03;
4. The offense of disorderly conduct involving a firearm under Section 42.01(a)(7) or (8); or
5. The offense of unlawfully carrying weapons under Section 46.02, except for an offense punishable as a Class C misdemeanor under that section.

Sexual Assault and Campus Assignments

A student shall be transferred to another campus if:

- The student has been convicted of continuous sexual abuse of a young child or disabled individual or convicted of or placed on deferred adjudication for sexual assault or aggravated sexual assault against another student on the same campus; and
- The victim's parent or another person with the authority to act on behalf of the victim requests that the board transfer the offending student to another campus.

If there is no other campus in the district serving the grade level of the offending student, the offending student shall be transferred to a DAEP.

Disciplinary Alternative Education Program (DAEP) Placement

Process

Removals to a DAEP shall be made by the CBC.

Conference

When a student is removed from class for a DAEP offense, the CBC or appropriate administrator shall schedule a conference within three school days with the student's parent, the student, and, in the case of a teacher removal, the teacher.

At the conference, the CBC or appropriate administrator shall provide the student:

- Information, orally or in writing, of the reasons for the removal;
- An explanation of the basis for the removal; and
- An opportunity to respond to the reasons for the removal.

Following valid attempts to require attendance, the district may hold the conference and make a placement decision regardless of whether the student or the student's parents attend the conference.

Consideration of Mitigating Factors

In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the CBC shall take into consideration:

1. Self-defense [see Glossary];
2. Intent or lack of intent at the time the student engaged in the conduct;
3. The student's disciplinary history;
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct;
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care); or
6. A student's status as homeless.

Placement Order

After the conference, if the student is placed in a DAEP, the CBC shall write a placement order. A copy of the DAEP placement order and information for the parent or person standing in parental relation to the student regarding the process for requesting a full individual and initial evaluation of the student for purposes of special education services shall be sent to the student and the student's parent.

Not later than the second business day after the conference, the board's designee shall deliver to the juvenile court a copy of the placement order and all information required by Section 52.04 of the Family Code.

If the student is placed in a DAEP and the length of placement is inconsistent with the guidelines included in this Code of Conduct, the placement order shall give notice of the inconsistency.

Disciplinary Alternative Education Program (DAEP) Placement

DAEP at Capacity

If a DAEP is at capacity at the time the CBC is deciding placement for conduct related to marijuana, THC, an e-cigarette, alcohol, or an abusable volatile chemical, the student shall be placed in ISS then transferred to a DAEP for the remainder of the period if space becomes available before the expiration of the period of the placement.

If a DAEP is at capacity at the time the CBC is deciding placement for a student who engaged in violent conduct, a student placed in a DAEP for conduct related to marijuana, THC, an e-cigarette, alcohol, or an abusable volatile chemical may be placed in ISS to make a position in the DAEP available for the student who engaged in violent conduct. If a position becomes available in a DAEP before the expiration of the period of the placement for the student removed, the student shall be returned to a DAEP for the remainder of the period.

Coursework Notice

The parent or guardian of a student placed in DAEP shall be given written notice of the student's opportunity to complete, at no cost to the student, a foundation curriculum course in which the student was enrolled at the time of removal, and which is required for graduation. The notice shall include information regarding all methods available for completing the coursework.

Length of Placement

The CBC shall determine the duration of a student's placement in a DAEP.

The duration of a student's placement shall be determined case by case based on the seriousness of the offense, the student's age and grade level, the frequency of misconduct, the student's attitude, and statutory requirements.

The maximum period of DAEP placement shall be one calendar year, except as provided below.

Unless otherwise specified in the placement order, days absent from a DAEP shall not count toward fulfilling the total number of days required in a student's DAEP placement order.

The district shall administer the required pre- and post-assessments for students assigned to DAEP for a period of 90 days or longer in accordance with established district administrative procedures for administering other diagnostic or benchmark assessments.

Exceeds One Year

Placement in a DAEP may exceed one year when a review by the district determines that the student is a threat to the safety of other students or to district employees.

The statutory limitations on the length of a DAEP placement do not apply to a placement resulting from the board's decision to place a student who engaged in the sexual assault of another student so that the students are not assigned to the same campus.

Exceeds School Year

Students who are in a DAEP placement at the end of one school year may be required to continue that placement at the start of the next school year to complete the assigned term of placement.

For placement in a DAEP to extend beyond the end of the school year, the CBC or the board's designee must determine that:

Disciplinary Alternative Education Program (DAEP) Placement

1. The student's presence in the regular classroom or campus presents a danger of physical harm to the student or others; or
2. The student has engaged in serious or persistent misbehavior [see Glossary] that violates the district's Code of Conduct.

Exceeds 60 Days

For placement in a DAEP to extend beyond 60 days or the end of the next grading period, whichever is sooner, a student's parent shall be given notice and the opportunity to participate in a proceeding before the board or the board's designee.

Appeals

Questions from parents regarding disciplinary measures should be addressed to the campus administration.

Student or parent appeals regarding a student's placement in a DAEP should be addressed in accordance with policy FNG(LOCAL). A copy of this policy may be obtained from the central administration office or online at https://pol.tasb.org/PolicyOnline/PolicyDetails?key=250&code=FNG#localTabContent**.**

Appeals shall begin at Level One with the appropriate administrator who can provide relief (normally the campus principal).

The district shall not delay disciplinary consequences pending the outcome of an appeal. The decision to place a student in a DAEP cannot be appealed beyond the board.

Restrictions During Placement

The district does not permit a student who is placed in a DAEP to participate in any school-sponsored or school-related extracurricular or co-curricular activity, including seeking or holding honorary positions and/or membership in school-sponsored clubs and organizations.

A student placed in a DAEP shall not be provided transportation unless he or she is a student with a disability who is entitled to transportation in accordance with the student's IEP or Section 504 plan.

For seniors who are eligible to graduate and are assigned to a DAEP at the time of graduation, the last day of placement in the program shall be the last instructional day, and the student shall be allowed to participate in the graduation ceremony and related graduation activities unless otherwise specified in the DAEP placement order.

Placement Review

A student placed in a DAEP shall be provided a review of his or her status, including academic status, by the CBC or the board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall be given the opportunity to present arguments for the student's return to the regular classroom or campus. The student may not be returned to the classroom of a teacher who removed the student without that teacher's consent.

Disciplinary Alternative Education Program (DAEP) Placement

Additional Misconduct

If during the term of placement in a DAEP the student engages in additional misconduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the CBC may enter an additional disciplinary order as a result of those proceedings.

Notice of Criminal Proceedings

When a student is placed in a DAEP for certain offenses, the office of the prosecuting attorney shall notify the district if:

1. Prosecution of a student's case was refused for lack of prosecutorial merit or insufficient evidence, and no formal proceedings, deferred adjudication [see Glossary], or deferred prosecution will be initiated; or
2. The court or jury found a student not guilty or made a finding that the student did not engage in delinquent conduct or conduct indicating a need for supervision, and the case was dismissed with prejudice.

If a student was placed in a DAEP for such conduct, on receiving the notice from the prosecutor, the superintendent or designee shall review the student's placement and schedule a review with the student's parent not later than the third day after the superintendent or designee receives notice from the prosecutor. The student may not be returned to the regular classroom pending the review.

After reviewing the notice and receiving information from the student's parent, the superintendent or designee may continue the student's placement if there is reason to believe that the presence of the student in the regular classroom threatens the safety of other students or teachers.

The student or the student's parent may appeal the superintendent's decision to the board. The student may not be returned to the regular classroom pending the appeal. In the case of an appeal, the board shall, at the next scheduled meeting, review the notice from the prosecutor and receive information from the student, the student's parent, and the superintendent or designee, and confirm or reverse the decision of the superintendent or designee. The board shall make a record of the proceedings.

If the board confirms the decision of the superintendent or designee, the student and the student's parent may appeal to the Commissioner of Education. The student may not be returned to the regular classroom pending the appeal.

Withdrawal During Process

When a student violates the district's Code of Conduct in a way that requires or permits the student to be placed in a DAEP and the student withdraws from the district before a placement order is completed, the CBC may complete the proceedings and issue a placement order. If the student then re-enrolls in the district during the same or a subsequent school year, the district may enforce the order at that time, less any period of the placement that has been served by the student during enrollment in another district. If the CBC or the board fails to issue a placement order after the student withdraws, the next district in which the student enrolls may complete the proceedings and issue a placement order.

Disciplinary Alternative Education Program (DAEP) Placement

Newly Enrolled Students

The district shall decide on a case-by-case basis whether to continue the placement of a student who enrolls in the district and was assigned to a DAEP in an open-enrollment charter school or another district including a district in another state. The district may place the student in the district's DAEP or a regular classroom setting.

When a student enrolls in the district with a DAEP placement from a district in another state, the district has the right to place the student in DAEP to the same extent as any other newly enrolled student if the behavior committed is a reason for DAEP placement in the receiving district.

State law requires the district to reduce a placement imposed by a district in another state that exceeds one year so that the total placement does not exceed one year. After a review, however, the placement may be extended beyond a year if the district determines that the student is a threat to the safety of other students or employees, or if the extended placement is in the best interest of the student.

Emergency Placement Procedure

When an emergency placement is necessary because the student's behavior is so unruly, disruptive, or abusive that it seriously interferes with classroom or school operations, the student shall be given oral notice of the reason for the action. Not later than the tenth day after the date of the placement, the student shall be given the appropriate conference required for assignment to a DAEP.

Transition Services

In accordance with law and district procedures, campus staff shall provide transition services to a student returning to the regular classroom from an alternative education program, including a DAEP. [See policy FOCA(LEGAL) for more information.]

Placement and/or Expulsion for Certain Offenses

Placement and/or Expulsion for Certain Offenses

This section includes two categories of offenses for which the Education Code provides unique procedures and specific consequences.

Registered Sex Offenders

Upon receiving notification in accordance with state law that a student is currently required to register as a sex offender, the district must remove the student from the regular classroom and determine appropriate placement unless the court orders JJAEP placement.

If the student is under any form of court supervision, including probation, community supervision, or parole, the student shall be placed in either DAEP or JJAEP for at least one semester.

If the student is not under any form of court supervision, the student may be placed in DAEP or JJAEP for one semester or placed in a regular classroom. The student may not be placed in the regular classroom if the board or its designee determines that the student's presence:

1. Threatens the safety of other students or teachers;
2. Will be detrimental to the educational process; or
3. Is not in the best interests of the district's students.

Review Committee

At the end of the first semester of a student's placement in an alternative educational setting and before the beginning of each school year for which the student remains in an alternative placement, the district shall convene a committee, in accordance with state law, to review the student's placement. The committee shall recommend whether the student should return to the regular classroom or remain in the placement. Absent a special finding, the board or its designee must follow the committee's recommendation.

The placement review of a student with a disability who receives special education services must be made by the ARD committee.

Newly Enrolled Students

If a student enrolls in the district during a mandatory placement as a registered sex offender, the district may count any time already spent by the student in a placement or may require an additional semester in an alternative placement without conducting a review of the placement.

Appeal

A student or the student's parent may appeal the placement by requesting a conference between the board or its designee, the student, and the student's parent. The conference is limited to the factual question of whether the student is required to register as a sex offender. Any decision of the board or its designee under this section is final and may not be appealed.

Expulsion

In deciding whether to order expulsion, regardless of whether the action is mandatory or discretionary, the CBC shall take into consideration:

1. Self-defense [see Glossary];
2. Intent or lack of intent at the time the student engaged in the conduct;
3. The student's disciplinary history;
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct;
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care); or
6. A student's status as homeless.

Discretionary Expulsion: Misconduct That May Result in Expulsion

Some of the following types of misconduct may result in mandatory placement in a DAEP, whether or not a student is expelled. [see Disciplinary Alternative Education Program (DAEP) Placement]

Any Location

A student **may** be expelled for:

- Engaging in bullying that encourages a student to die by suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent.
- Criminal mischief, if punishable as a felony.
- Breach of computer security. [see Glossary]
- Engaging in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school.

At School, Within 300 Feet, or at a School Event

A student **may** be expelled for committing any of the following offenses on or within 300 feet of school property, as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:

- Selling, giving, or delivering to another person, or possessing, using, or being under the influence of any amount of marijuana, a controlled substance, or a dangerous drug, unless the conduct is punishable as a felony. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision. [See Glossary for "under the influence."]

- Selling, giving, or delivering to another person, or possessing, using, or being under the influence of alcohol; or committing a serious act or offense while under the influence of alcohol.
- Engaging in conduct that contains the elements of an offense relating to abusable volatile chemicals.
- Engaging in deadly conduct. [see Glossary]

Within 300 Feet of School

A student may be expelled for possession of a firearm, as defined by federal law, while within 300 feet of school property, as measured from any point on the school's real property boundary line.

Property of Another District

A student may be expelled for committing any offense that is a state-mandated expellable offense if the offense is committed on the property of another district in Texas or while the student is attending a school-sponsored or school-related activity of a school in another district in Texas.

While in a DAEP

A student may be expelled for engaging in documented serious misbehavior that violates the district's Code of Conduct, despite documented behavioral interventions while placed in a DAEP. For purposes of discretionary expulsion from a DAEP, serious misbehavior means:

1. Deliberate violent behavior that poses a direct threat to the health or safety of others;
2. Extortion, meaning the gaining of money or other property by force or threat;
3. Conduct that constitutes coercion, as defined by Penal Code 1.07; or
4. Conduct that constitutes the offense of:
    a. Public lewdness under Penal Code 21.07;
    b. Indecent exposure under Penal Code 21.08;
    c. Criminal mischief under Penal Code 28.03;
    d. Hazing under Education Code 37.152; or
    e. Harassment under Penal Code 42.07(a)(1) of a student or district employee.

Mandatory Expulsion: Misconduct That Requires Expulsion

A student **must** be expelled under federal or state law for any of the following offenses that occur on or off school property.

Under Federal Law

Bringing to school or possessing at school, including any setting that is under the district's control or supervision for the purpose of a school activity, a firearm, as defined by federal law. [see Glossary]

Expulsion

Note: Mandatory expulsion under the federal Gun Free Schools Act does not apply to a firearm that is lawfully stored inside a locked vehicle or to firearms used in activities approved and authorized by the district when the district has adopted appropriate safeguards to ensure student safety.

Under the Penal Code

- Unlawfully carrying on or about the student's person the following, in the manner prohibited by Penal Code 46.02:
    - A handgun, defined by state law as any firearm designed, made, or adapted to be used with one hand. [see Glossary] Note: A student may not be expelled solely on the basis of the student's use, exhibition, or possession of a firearm that occurs at an approved target range facility that is not located on a school campus; while participating in or preparing for a school-sponsored, shooting sports competition or a shooting sports educational activity that is sponsored or supported by the Parks and Wildlife Department; or a shooting sports sanctioning organization working with the department. [See policy FNCG(LEGAL).]
- A location-restricted knife, as defined by state law. [see Glossary]
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined in state law. [see Glossary]
- Engages in conduct that contains the elements of the offense of exhibiting, using, or threatening to exhibit or use a firearm under Education Code 37.125.
- Behaving in a manner that contains elements of the following offenses under the Penal Code:
    - Aggravated assault, sexual assault, or aggravated sexual assault.
    - Arson. [see Glossary]
    - Murder, capital murder, or criminal attempt to commit murder or capital murder.
    - Indecency with a child.
    - Kidnapping or aggravated kidnapping.
    - Burglary, robbery or aggravated robbery.
    - Manslaughter.
    - Criminally negligent homicide.
    - Continuous sexual abuse of a young child or disabled individual.
    - Behavior punishable as a felony that involves selling, giving, or delivering to another person or possessing, using, or being under the influence of a controlled substance or a dangerous drug.
    - Engaging in conduct that contains elements of assault against a school employee or volunteer.

Under Age 10

When a student under the age of 10 engages in behavior that is expellable behavior, the student shall not be expelled but shall be placed in a DAEP. A student under age six shall not be placed in a DAEP unless the student commits a federal firearm offense.

Virtual Expulsion Program

In some circumstances, a student may be placed in a virtual expulsion program.

- The school must ensure students in the program have the necessary technology and internet and must provide it if needed.
- The virtual program must, as much as possible, meet the same requirements as an in-person disciplinary alternative education program (DAEP).
- The student's placement must be reviewed every 45 school days.
- If an in-person spot becomes available, the school should plan the student's return to in-person learning.
- If continued virtual placement is appropriate, the school must document the decision.

Consideration of Virtual Education as Alternative to Expulsion

Before a school district may expel a student, the district must consider the appropriateness and feasibility of, as an alternative to expulsion, enrolling the student in a full-time hybrid program, full-time virtual program, full-time hybrid campus, or full-time virtual campus. This requirement does not apply to a student expelled under Education Code 37.0081 or 37.007(a), (d), or(e).

Process

If a student is believed to have committed an expellable offense, the CBC or other appropriate administrator shall schedule a hearing within a reasonable time. The student's parent shall be invited in writing to attend the hearing.

Until a hearing can be held, the CBC or other administrator may place the student in:

- Another appropriate classroom.
- ISS.
- Out-of-school suspension.
- DAEP.

Hearing

A student facing expulsion shall be given a hearing with appropriate due process. The student is entitled to:

1. Representation by the student's parent or another adult who can provide guidance to the student and who is not an employee of the district;
2. An opportunity to testify and to present evidence and witnesses in the student's defense; and

3. An opportunity to question the witnesses called by the district at the hearing.

After providing notice to the student and parent of the hearing, the district may hold the hearing regardless of whether the student or the student's parent attends.

The board of trustees delegates to the superintendent authority to conduct hearings and expel students.

Board Review of Expulsion

After the due process hearing, the expelled student may request that the board review the expulsion decisions. The student or parent must submit a written request to the superintendent within seven days after receipt of the written decision. The superintendent must provide the student or parent written notice of the date, time, and place of the meeting at which the board will review the decision.

The board shall review the record of the expulsion hearing in a closed meeting unless the parent requests in writing that the matter be held in an open meeting. The board may also hear a statement from the student or parent and from the board's designee.

The board shall consider and base its decision on evidence reflected in the record and any statements made by the parties at the review. The board shall make and communicate its decision orally at the conclusion of the presentation. Consequences shall not be deferred pending the outcome of the hearing.

Expulsion Order

Before ordering the expulsion, the board or CBC shall take into consideration:

1. Self-defense [see Glossary];
2. Intent or lack of intent at the time the student engaged in the conduct;
3. The student's disciplinary history;
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct;
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care); or
6. A student's status as homeless.

If the student is expelled, the board or its designee shall deliver to the student and the student's parent a copy of the order expelling the student.

Not later than the second business day after the hearing, the superintendent or designee shall deliver to the juvenile court a copy of the expulsion order and the information required by Section 52.04 of the Family Code.

If the length of the expulsion is inconsistent with the guidelines included in the Code of Conduct, the expulsion order shall give notice of the inconsistency.

Expulsion

Length of Expulsion

The length of an expulsion shall be based on the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, and statutory requirements.

The duration of a student's expulsion shall be determined on a case-by-case basis. The maximum period of expulsion is one calendar year, except as provided below.

An expulsion may not exceed one year unless, after review, the district determines that:

1. The student is a threat to the safety of other students or to district employees; or
2. Extended expulsion is in the best interest of the student.

State and federal law require a student to be expelled from the regular classroom for a period of at least one calendar year for bringing a firearm, as defined by federal law, to school. However, the superintendent may modify the length of the expulsion on a case-by-case basis.

Students who commit offenses that require expulsion at the end of one school year may be expelled into the next school year to complete the term of expulsion.

Withdrawal During Process

When a student's conduct requires or permits expulsion from the district and the student withdraws from the district before the expulsion hearing takes place, the district may conduct the hearing after sending written notice to the parent and student.

If the student then re-enrolls in the district during the same or subsequent school year, the district may enforce the expulsion order at that time, less any expulsion period that has been served by the student during enrollment in another district.

If the CBC or the board fails to issue an expulsion order after the student withdraws, the next district in which the student enrolls may complete the proceedings.

Additional Misconduct

If during the expulsion, the student engages in additional conduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the CBC or the board may issue an additional disciplinary order as a result of those proceedings.

Restrictions During Expulsion

Expelled students are prohibited from being on school grounds or attending school-sponsored or school-related activities during the period of expulsion.

No district academic credit shall be earned for work missed during the period of expulsion unless the student is enrolled in a JJAEP or another district-approved program.

Newly Enrolled Students

The district shall decide on a case-by-case basis the placement of a student who is subject to an expulsion order from another district or an open-enrollment charter school upon enrollment in the district.

If a student expelled in another state enrolls in the district, the district may continue the expulsion under the terms of the expulsion order, may place the student in a DAEP for the period specified in the order, or may allow the student to attend regular classes if:

1. The out-of-state district provides the district with a copy of the expulsion order; and
2. The offense resulting in the expulsion is also an expellable offense in the district in which the student is enrolling.

If a student is expelled by a district in another state for a period that exceeds one year and the district continues the expulsion or places the student in a DAEP, the district shall reduce the period of the expulsion or DAEP placement so that the entire period does not exceed one year, unless after a review it is determined that:

1. The student is a threat to the safety of other students or district employees; or
2. Extended placement is in the best interest of the student.

Emergency Expulsion Procedures

When an emergency expulsion is necessary to protect persons or property from imminent harm, the student shall be given verbal notice of the reason for the action. Emergency expulsion may be ordered based on a single incident of behavior by the student. Within 10 days after the date of the emergency expulsion, the student shall be given appropriate due process required for a student facing expulsion.

DAEP Placement of Expelled Students

The district may provide educational services to any expelled student in a DAEP; however, educational services in the DAEP must be provided if the student is less than 10 years of age.

Transition Services

In accordance with law and district procedures, campus staff shall provide transition services for a student returning to the regular classroom from placement in an alternative education program, including a DAEP or JJAEP. See policies FOCA(LEGAL) and FODA(LEGAL) for more information.

Certain Felonies

Regardless of whether DAEP placement or expulsion is required or permitted by one of the reasons in the DAEP Placement or Expulsion sections, in accordance with Education Code 37.0081, a student may be expelled and placed in either DAEP or JJAEP if the board or CBC makes certain findings and the following circumstances exist in relation to aggravated robbery or a felony offense under Title 5 [see Glossary] of the Penal Code. The student must have:

- Received deferred prosecution for conduct defined as aggravated robbery or a Title 5 felony offense;
- Been found by a court or jury to have engaged in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense;
- Been charged with engaging in conduct defined as aggravated robbery or a Title 5 felony offense;

- Been referred to a juvenile court for allegedly engaging in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense; or
- Received probation or deferred adjudication or have been arrested for, charged with, or convicted of aggravated robbery or a Title 5 felony offense.

The district may expel the student and order placement under these circumstances regardless of:

1. The date on which the student's conduct occurred;
2. The location at which the conduct occurred;
3. Whether the conduct occurred while the student was enrolled in the district; or
4. Whether the student has successfully completed any court disposition requirements imposed in connection with the conduct.

Hearing and Required Findings

The student must first have a hearing before the board or its designee, who must determine that in addition to the circumstances above that allow for the expulsion, the student's presence in the regular classroom:

1. Threatens the safety of other students or teachers;
2. Will be detrimental to the educational process; or
3. Is not in the best interest of the district's students.

Any decision of the board or the board's designee under this section is final and may not be appealed.

Length of Placement

The student is subject to the placement until:

1. The student graduates from high school;
2. The charges are dismissed or reduced to a misdemeanor offense; or
3. The student completes the term of the placement or is assigned to another program.

Placement Review

A student placed in a DAEP or JJAEP under this section is entitled to a review of his or her status, including academic status, by the CBC or board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall have the opportunity to present arguments for the student's return to the regular classroom or campus.

Newly Enrolled Students

A student who enrolls in the district before completing a placement under this section from another school district must complete the term of the placement.

Glossary

Abuse is improper or excessive use.

Aggravated robbery is defined in part by Penal Code 29.03(a) as when a person commits robbery and:

1. Causes serious bodily injury to another;
2. Uses or exhibits a deadly weapon; or
3. Causes bodily injury to another person or threatens or places another person in fear of imminent bodily injury or death, if the other person is:
   a. 65 years of age or older; or
   b. A disabled person.

Antisemitism is defined by Government Code section 448.001 as a certain perception of Jews that may be expressed as hatred toward Jews. The term includes rhetorical and physical acts of antisemitism directed toward Jewish or non-Jewish individuals or their property or toward Jewish community institutions and religious facilities. Examples of antisemitism are included with the International Holocaust Remembrance Alliance's "Working Definition of Antisemitism" adopted on May 26, 2016.

Armor-piercing ammunition is defined by Penal Code 46.01 as handgun ammunition used in pistols and revolvers and designed primarily for the purpose of penetrating metal or body armor.

Arson is defined in part by Penal Code 28.02 as a crime that involves:

1. Starting a fire or causing an explosion with intent to destroy or damage:
   a. Any vegetation, fence, or structure on open-space land; or
   b. Any building, habitation, or vehicle:
      (1) Knowing that it is within the limits of an incorporated city or town;
      (2) Knowing that it is insured against damage or destruction;
      (3) Knowing that it is subject to a mortgage or other security interest;
      (4) Knowing that it is located on property belonging to another;
      (5) Knowing that it has located within it property belonging to another; or
      (6) When the person starting the fire is reckless about whether the burning or explosion will endanger the life of some individual or the safety of the property of another.
2. Recklessly starting a fire or causing an explosion while manufacturing or attempting to manufacture a controlled substance if the fire or explosion damages any building, habitation, or vehicle; or
3. Intentionally starting a fire or causing an explosion and in so doing:
   a. Recklessly damaging or destroying a building belonging to another; or
   b. Recklessly causing another person to suffer bodily injury or death.

Glossary

Assault is defined in part by Penal Code 22.01 as intentionally, knowingly, or recklessly causing bodily injury to another; intentionally or knowingly threatening another with imminent bodily injury; or intentionally or knowingly causing physical contact with another that can reasonably be regarded as offensive or provocative.

Breach of computer security includes knowingly accessing a computer, computer network, or computer system without the effective consent of the owner as defined in Penal Code 33.02, if the conduct involves accessing a computer, computer network, or computer system owned by or operated on behalf of a school district and the student knowingly alters, damages, or deletes school district property or information or commits a breach of any other computer, computer network, or computer system.

Bullying is defined 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:

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 damage to the student's property;
2. Is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student;
3. Materially and substantially disrupts the educational process or the orderly operation of a classroom or school; or
4. Infringes on the rights of the victim at school.

Bullying includes cyberbullying. (See below.) This state law on bullying prevention applies to:

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.

Chemical dispensing device is defined by Penal Code 46.01 as a device designed, made, or adapted for the purpose of dispensing a substance capable of causing an adverse psychological or physiological effect on a human being. A small chemical dispenser sold commercially for personal protection is not in this category.

Club is defined by Penal Code 46.01 as an instrument, specially designed, made, or adapted for the purpose of inflicting serious bodily injury or death by striking a person with the instrument, and includes but is not limited to a blackjack, nightstick, mace, and tomahawk.

Controlled substance means a substance, including a drug, an adulterant, and a dilutant, listed in Schedules I through V or Penalty Group 1, 1-A, 1-B, 2, 2-A, 3, or 4 of the Texas Controlled Substances Act. The term includes the aggregate weight of any mixture, solution, or other substance containing a controlled substance. The term does not include hemp, as defined by Agriculture Code 121.001, or the tetrahydrocannabinols (THC) in hemp.

Criminal street gang is defined by Penal Code 71.01 as three or more persons having a common identifying sign or symbol or an identifiable leadership who continuously or regularly associate in the commission of criminal activities.

Cyberbullying is defined by Education Code 37.0832 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.

Dangerous drug is defined by Health and Safety Code 483.001 as a device or a drug that is unsafe for self-medication and that is not included in Schedules I through V or Penalty Groups 1 through 4 of the Texas Controlled Substances Act. The term includes a device or drug that federal law prohibits dispensing without prescription or restricts to use by or on the order of a licensed veterinarian.

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 another 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, as defined by Section 71.0021 of the Family Code.

Deadly conduct under Penal Code 22.05 occurs when a person recklessly engages in conduct that places another in imminent danger of serious bodily injury, such as knowingly discharging a firearm in the direction of an individual, habitation, building, or vehicle.

Deferred adjudication is an alternative to seeking a conviction in court that may be offered to a juvenile for delinquent conduct or conduct indicating a need for supervision.

Deferred prosecution may be offered to a juvenile as an alternative to seeking a conviction in court for delinquent conduct or conduct indicating a need for supervision.

Delinquent conduct is conduct that violates either state or federal law and is punishable by imprisonment or confinement in jail. It includes conduct that violates certain juvenile court orders, including probation orders, but does not include violations of traffic laws.

Discretionary means that something is left to or regulated by a local decision maker.

E-cigarette means an electronic cigarette or any other device that simulates smoking by using a mechanical heating element, battery, or electronic circuit to deliver nicotine or other substances to the individual inhaling from the device or a consumable liquid solution or other material aerosolized or vaporized during the use of an electronic cigarette or other device described by this provision. The term includes any device that is manufactured, distributed, or sold as an e-cigarette, e-cigar, or e-pipe or under another product name or description and a component, part, or accessory for the device, regardless of whether the component, part, or accessory is sold separately from the device.

Explosive weapon is defined by Penal Code 46.01 as any explosive or incendiary bomb, grenade, rocket, or mine and its delivery mechanism that is designed, made, or adapted for the purpose of inflicting serious bodily injury, death, or substantial property damage, or for the principal purpose of causing such a loud report as to cause undue public alarm or terror.

False alarm or report under Penal Code 42.06 occurs when a person knowingly initiates, communicates, or circulates a report of a present, past, or future bombing, fire, offense, or other emergency that he or she knows is false or baseless and that would ordinarily:

1. Cause action by an official or volunteer agency organized to deal with emergencies;
2. Place a person in fear of imminent serious bodily injury; or
3. Prevent or interrupt the occupation of a building, room, or place of assembly.

Firearm is defined by federal law (18 U.S.C. 921(a)) as:

1. Any weapon (including a starter gun) that will, is designed to, or may readily be converted to expel a projectile by the action of an explosive;
2. The frame or receiver of any such weapon;
3. Any firearm muffler or firearm silencer, defined as any device for silencing, muffling, or diminishing the report of a portable firearm; or
4. Any destructive device, such as any explosive, incendiary or poison gas bomb, or grenade.

Such term does not include an antique firearm.

Graffiti includes markings with paint, an indelible pen or marker, or an etching or engraving device on tangible property without the effective consent of the owner. The markings may include inscriptions, slogans, drawings, or paintings.

Handgun is defined by Penal Code 46.01 as any firearm that is designed, made, or adapted to be fired with one hand.

Harassment includes:

1. Conduct that meets the definition established in district policies DIA(LOCAL) and FFH(LOCAL);
2. Conduct that threatens to cause harm or bodily injury to another person, including a district student, employee, board member, or volunteer; is sexually intimidating; causes physical damage to the property of another student; subjects another student to physical confinement or restraint; or maliciously and substantially harms another student's physical or emotional health or safety, as defined in Education Code 37.001(b)(2); or
3. Conduct that is punishable as a crime under Penal Code 42.07, including the following types of conduct if carried out with the intent to harass, annoy, alarm, abuse, torment, or embarrass another:
    a. Initiating communication and, in the course of the communication, making a comment, request, suggestion, or proposal that is obscene, as defined by law;
    b. Threatening, in a manner reasonably likely to alarm the person receiving the threat, to inflict bodily injury on the person or to commit a felony against the person, a member of the person's family or household, or the person's property;

c. Conveying, in a manner reasonably likely to alarm the person receiving the report, a false report, which is known by the conveyor to be false, that another person has suffered death or serious bodily injury;

d. Causing the telephone of another to ring repeatedly or making repeated telephone communications anonymously or in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another;

e. Making a telephone call and intentionally failing to hang up or disengage the connection;

f. Knowingly permitting a telephone under the person's control to be used by another to commit an offense under this section;

g. Sending repeated electronic communications in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another;

h. Publishing on an internet website, including a social media platform, repeated electronic communications in a manner reasonably likely to cause emotional distress, abuse, or torment to another person, unless the communications are made in connection with a matter of public concern, as defined by law; or

i. Making obscene, intimidating, or threatening telephone calls or other electronic communications from a temporary or disposable telephone number provided by an internet application or other technological means.

Hazing is defined by Education Code 37.151 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:

1. Any type of physical brutality;
2. 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;
3. An activity that induces, causes, or requires the student to perform a duty or task that violates the Penal Code; or
4. 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.

Hit list is defined in Education Code 37.001(b)(3) as a list of people targeted to be harmed, using a firearm, a knife, or any other object to be used with intent to cause bodily harm.

Improvised explosive device is defined by Penal Code 46.01 as a completed and operational bomb designed to cause serious bodily injury, death, or substantial property damage that is fabricated in an improvised manner using nonmilitary components.

Indecent exposure is defined by Penal Code 21.08 as an offense that occurs when a person exposes the person's anus or any part of the person's genitals with intent to arouse or gratify the sexual desire of any person, and is reckless about whether another is present who will be offended or alarmed by the act.

Intimate visual material is defined by Civil Practices and Remedies Code 98B.001 and Penal Code 21.16 as visual material that depicts a person with the person's intimate parts exposed or engaged in sexual conduct. "Visual material" means any film, photograph, video tape, negative, or slide of any photographic reproduction or any other physical medium that allows an image to be displayed on a computer or other video screen and any image transmitted to a computer or other video screen.

Location-restricted knife is defined by Penal Code 46.01 as a knife with a blade over five and one-half inches.

Knuckles means any instrument consisting of finger rings or guards made of a hard substance and designed or adapted for inflicting serious bodily injury or death by striking a person with a fist enclosed in the knuckles.

Look-alike weapon means an item that resembles a weapon but is not intended to be used to cause serious bodily injury.

Machine gun as defined by Penal Code 46.01 is any firearm that is capable of shooting more than two shots automatically, without manual reloading, by a single function of the trigger.

Mandatory means that something is obligatory or required because of an authority.

Paraphernalia are devices that can be used for inhaling, ingesting, injecting, or otherwise introducing a controlled substance into a human body.

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.

Possession means to have an item on one's person or in one's personal property, including, but not limited to:

1. Clothing, purse, or backpack;
2. A private vehicle used for transportation to or from school or school-related activities, including, but not limited to, an automobile, truck, motorcycle, or bicycle;
3. Personal communication devices or electronic devices; or
4. Any school property used by the student, including, but not limited to, a locker or desk.

Prohibited weapon under Penal Code 46.05(a) means:

1. The following items, unless registered with the U.S. Bureau of Alcohol, Tobacco, Firearms, and Explosives or otherwise not subject to that registration requirement or unless the item is classified as a curio or relic by the U.S. Department of Justice:
    a. An explosive weapon; or
    b. A machine gun.
2. Armor-piercing ammunition;
3. A chemical dispensing device;

4. A zip gun;
5. A tire deflation device; or
6. An improvised explosive device.

Public Lewdness is defined by Penal Code 21.07 as an offense that occurs when a person knowingly engages in an act of sexual intercourse, deviate sexual intercourse, or sexual contact in a public place or, if not in a public place, when the person is reckless about whether another is present who will be offended or alarmed by the act.

Public school fraternity, sorority, secret society, or gang means an organization composed wholly or in part of students that seeks to perpetuate itself by taking additional members from the students enrolled in school based on a decision of its membership rather than on the free choice of a qualified student. Educational organizations listed in Education Code 37.121(d) are excepted from this definition.

Reasonable belief is that which an ordinary person of average intelligence and sound mind would believe. Chapter 37 requires certain disciplinary decisions when the superintendent or designee has a reasonable belief that a student engaged in conduct punishable as a felony offense. In forming such a reasonable belief, the superintendent or designee may use all available information and must consider the information furnished in the notice of a student's arrest under Code of Criminal Procedure Article 15.27.

Self-defense is the use of force against another to the degree a person reasonably believes is immediately necessary to protect himself or herself.

Serious misbehavior means:

1. Deliberate violent behavior that poses a direct threat to the health or safety of others;
2. Extortion, meaning the gaining of money or other property by force or threat;
3. Conduct that constitutes coercion, as defined by Penal Code Section 1.07; or
4. Conduct that constitutes the offense of:
   a. Public lewdness under Penal Code 21.07;
   b. Indecent exposure under Penal Code 21.08;
   c. Criminal mischief under Penal Code 28.03;
   d. Hazing under Education Code 37.152; or
   e. Harassment under Penal Code 42.07(a)(1) of a student or district employee.

Serious or persistent misbehavior includes, but is not limited to:

- Behavior that is grounds for permissible expulsion or mandatory DAEP placement.
- Behavior identified by the district as grounds for discretionary DAEP placement.
- Actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Refusal to attempt or complete schoolwork as assigned.
- Insubordination.

- Profanity, vulgar language, or obscene gestures.
- Leaving school grounds without permission.
- Falsification of records, passes, or other school-related documents.
- Refusal to accept discipline assigned by the teacher or principal.

Short-barrel firearm is defined by Penal Code 46.01 as a rifle with a barrel length of less than 16 inches or a shotgun with a barrel length of less than 18 inches, or any weapon made from a rifle or shotgun that, as altered, has an overall length of less than 26 inches.

Terroristic threat is defined by Penal Code 22.07 as a threat of violence to any person or property with intent to:

1. Cause a reaction of any type by an official or volunteer agency organized to deal with emergencies;
2. Place any person in fear of imminent serious bodily injury;
3. Prevent or interrupt the occupation or use of a building; room, place of assembly, or place to which the public has access; place of employment or occupation; aircraft, automobile, or other form of conveyance; or other public place;
4. Cause impairment or interruption of public communications; public transportation; public water, gas, or power supply; or other public service;
5. Place the public or a substantial group of the public in fear of serious bodily injury; or
6. Influence the conduct or activities of a branch or agency of the federal government, the state, or a political subdivision of the state (including the district).

Tire deflation device is defined in part by Penal Code 46.01 as a device, including a caltrop or spike strip, that, when driven over, impedes or stops the movement of a wheeled vehicle by puncturing one or more of the vehicle's tires.

Title 5 felonies are those crimes listed in Title 5 of the Penal Code that typically involve injury to a person and may include:

- Murder, manslaughter, or homicide under Sections 19.02–.05;
- Kidnapping under Section 20.03;
- Trafficking of persons under Section 20A.02;
- Smuggling or continuous smuggling of persons under Sections 20.05–.06;
- Assault under Section 22.01;
- Aggravated assault under Section 22.02;
- Sexual assault under Section 22.011;
- Aggravated sexual assault under Section 22.021;
- Unlawful restraint under Section 20.02;
- Continuous sexual abuse of a young child or disabled individual under Section 21.02;

- Bestiality under Section 21.09;
- Improper relationship between educator and student under Section 21.12;
- Voyeurism under Section 21.17;
- Indecency with a child under Section 21.11;
- Invasive visual recording under Section 21.15;
- Disclosure or promotion of intimate visual material under Section 21.16;
- Sexual coercion under Section 21.18;
- Injury to a child, an elderly person, or a disabled person of any age under Section 22.04;
- Abandoning or endangering a child under Section 22.041;
- Deadly conduct under Section 22.05;
- Terroristic threat under Section 22.07;
- Aiding a person to die by suicide under Section 22.08; and
- Tampering with a consumer product under Section 22.09.

Under the influence means lacking the normal use of mental or physical faculties. Impairment of a person's physical or mental faculties may be evidenced by a pattern of abnormal or erratic behavior, the presence of physical symptoms of drug or alcohol use, or by admission. A student "under the influence" need not be legally intoxicated to trigger disciplinary action.

Use means voluntarily introducing into one's body, by any means, a prohibited substance.

Zip gun is defined by Penal Code 46.01 as a device or combination of devices that was not originally a firearm and is adapted to expel a projectile through a smooth-bore or rifled-bore barrel by using the energy generated by an explosion or burning substance.

CLYDE CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

2026-2027 Employee Handbook

If you have difficulty accessing the information in this document
because of a disability, please email Human Resources.

Table of Contents

Employee Handbook Receipt

Name ____________________________________

Campus/Department __________________________

I hereby acknowledge receipt of a copy of the Clyde 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.

[Clyde Consolidated Independent School District's Website]

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 understand I am required to contact Human Resources 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 Human Resources if I have questions or concerns or need further explanation.

________________________________ ________________________

Signature Date

Please sign and date this receipt and forward it to the Central Business Office.

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 the Central Business Office.

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 noncontract 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 Online at **Clyde CISD Board Policy.**

District Information

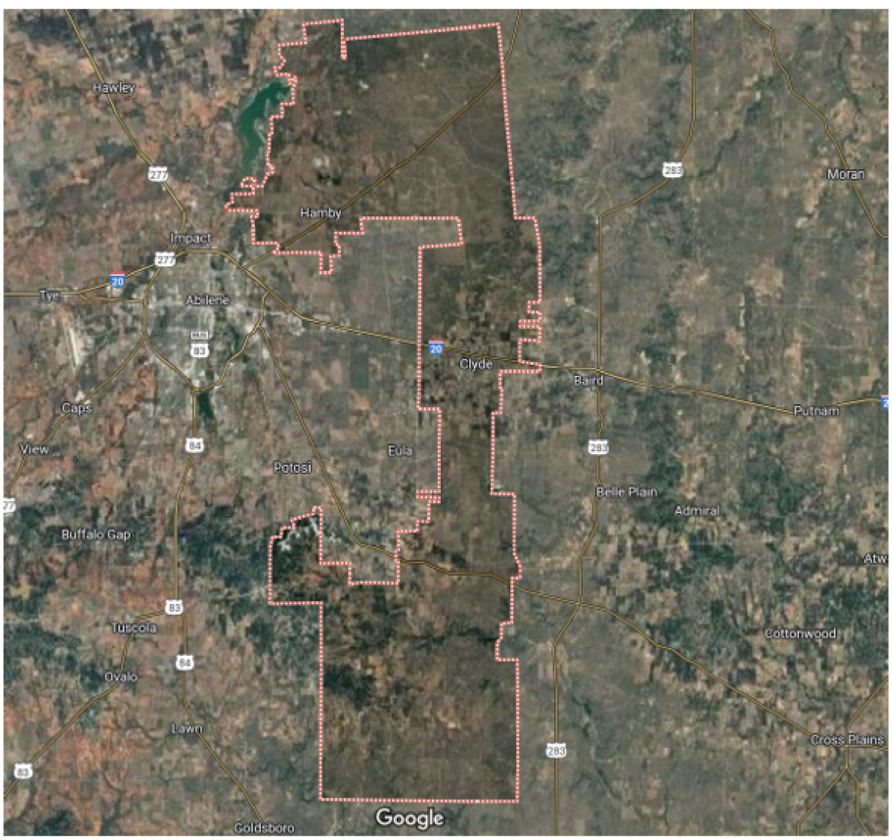
Description of the District

Clyde Consolidated Independent School District is a large 3-A district encompassing parts of four counties: Callahan, Shackelford, Jones and Taylor. The District has four schools: Clyde Elementary, Clyde Intermediate, Clyde Junior High and Clyde High School and serves students from head start/pre-k to the twelfth grade.

Clyde CISD is a district of innovation which has a rich tradition of academics; vocational programs; fine arts with award winning band, choir, art, and theatre programs; and successful athletic teams. Each school has begun specialized academic programs to teach their student population.

Clyde CISD has a homegrown program to help teachers and paraprofessionals with educational expenses in areas of district need. Clyde CISD has an active Wellness Committee led by lead teachers and staff--they encourage fitness for all employees.

District Map



Mission Statement, Goals, and Objectives

Policy AE

Mission: Our Mission is to value, nurture and empower each student to build confidence, perseverance and adaptability so they become successful and resilient servant leaders. Vision: Empowering Leaders, Committed to Success Beliefs: In Clyde CISD we believe… Students will be empowered to grow academically and emotionally, to learn GRIT, and to be provided with resources to lead them to success. Parents will be involved, valued, positive partners in their child's quality education and be communicated with through a variety of channels. Teachers will be dedicated, knowledgeable motivators that set high expectations, communicate effectively with parents and empower students to excel in all opportunities. Campus Leaders will be motivating leaders that set clear expectations, build appropriate relationships and empower staff to create a positive, disciplined learning environment. The Superintendent and Central Office Staff will be trustworthy leaders that set a vision for excellence through supporting campus staff and leaders, utilizing fiscally responsible actions and planning for the future of the district. The School Board will build the community through effective financial stewardship and effectively communicating with all stakeholders.

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 annually and serve 3-year terms. Board members serve without compensation, must be qualified voters, and must reside in the district.

Current board members include:

- Mr. Robert Frost, President
- Mr. Greg Welch, Vice President
- Mrs. Bethany Powell, Secretary
- Mr. Jerry Don Black, Member
- Mr. Rufus Quintanilla, Member
- Mr. Cody Walton, Member
- Mr. Jay Louder, Member

The board usually meets the third Monday of the month at 6:00 PM in the Clyde Auxiliary Building . Special meetings may be called when necessary. A written notice of regular and special meetings will be posted on the district website and the district bulletin board at least three business days 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.

Board Meeting Schedule

August 17, 2026

September 21, 2026

October 19, 2026

November 16, 2026

December 14, 2026

January 21, 2027

February 22, 2027

March 15, 2027

April 19, 2027

May 17, 2027

June 21, 2027

July 19, 2027

Administration

Mr. Bryan Allen, Superintendent
Dr. Paula Kinslow, Deputy Superintendent
Mrs. Rhonda Neal, Chief Financial Officer

School Calendar

[Clyde CISD 2026-2027 School Calendar]

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.

School Directory

Mr. Bryan Allen **Superintendent**	**Dr. Paula Kinslow** **Deputy Superintendent**	**Mrs. Rhonda Neal** **Chief Financial Office**	**Mr. Mike Neal** **Director of Technology**
Central Office 526 Shalimar Drive Clyde, TX 79510 325.893.4222	Central Office 526 Shalimar Drive Clyde, TX 79510 325.893.4222	Central Office 526 Shalimar Drive Clyde, TX 79510 325.893.4222	Clyde Auxiliary Building 2515 South Access Rd Clyde, TX 79510 325.893.3100 x 6010

Mr. Joshua Parker **Principal** **Elementary**	**Mrs. Jamie Munoz** **Principal** **Intermediate**	**Mrs. Mildred Petty** **Principal** **Junior High School**	**Mr. Casey Hodges** **Principal** **High School**
318 Forrest Rd Clyde, TX 79510 325.893.4788 x 1001	505 Hays Road Clyde, TX 79510 325.893.4788 x 1001	211 South 3rd Street W Clyde, TX 79510 325.893.5788 x 3001	500 Hays Road Clyde, TX 79510 325.893.2161 x 4001

Employment

Equal Employment Opportunity

Policies DAA, DIA

In its efforts to promote nondiscrimination and as required by law, Clyde 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 discrimination 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: Bryan Allen, Superintendent, 526 Shalimar Drive Clyde, TX 79510, Ballen@clydeisd.org, 325-893-4222. 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: Paula Kinslow, Deputy Superintendent, 526 Shalimar Drive Clyde, TX 79510, pkinslow@clydeisd.org, 325-893-4222.

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 Noncontract 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 one school year.

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 online or copies will be provided upon request.

Select the appropriate paragraph for your district from the three that follow:

Noncertified Professional and Administrative Employees. Employees in professional and administrative positions that do not require SBEC certification (such as noninstructional 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 a 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 their immediate Supervisor and Human Resources when there is action against, or revocation of, their license.

A certified employee's contract may be voided without Chapter 21 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 the Deputy Superintendent 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

Noninvestigatory 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 testing policies and related educational material should contact the Superintendent.

Health Safety Training

Policies DBA, DMA

District employees who are head directors of a marching band or head coaches or chief sponsors of an extracurricular athletic activity (including cheerleading) that is sponsored or sanctioned by the district or UIL must maintain and submit to the district proof of current certification in first aid and cardiopulmonary resuscitation (CPR) issued by the American Red Cross, the American Heart Association, or another authorized organization that provides equivalent training and certification. Employees subject to this requirement must submit their certification or documentation to their campus principal by the first contract day.

Nurses, athletic coaches or sponsors, PE teachers, marching band directors, cheerleading coaches, and other certain employees must obtain and maintain certification in the principles and techniques of cardiopulmonary resuscitation (CPR) and the use of an automated external defibrillator (AED) provided by the American Red Cross, the American Heart Association, or another authorized organization that provides equivalent training and certification. Employees subject to this requirement must submit their certification or documentation to their immediate Supervisor by their first contract day or immediately upon certification.

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 the end of the contract year. Requests for transfer during the school year will 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 Central Business 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. See Overtime Compensation for additional information.

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 their campus principal and identifying an adjustment or change at work that is needed because of a disability. An employee may also submit a written request to HR using the ADA Accommodation Request Form, which is available upon request from 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 and 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 *Dr. Paula Kinslow, Deputy Superintendent,* (325) 893-4222.

Pregnant Workers Fairness Act

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 *Dr. Paula Kinslow, Deputy Superintendent,* (325) 893-4222 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 an uncertified substitute, inappropriately certified teacher or an uncertified teacher. 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, including substitutes. Information relating to teacher certification will be made available to the public upon request. Employees who have questions about their certification status can call (325) 893-4222.

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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 (other than employees primarily responsible for in-class instruction) 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 may not receive financial benefits for performing personal services for any business entity that conducts or solicits business with the district. With exceptions as noted below, 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.

Exceptions apply 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. To be approved, services must be performed on the administrator's personal time. Contact the Central Business Office for more information.

Performance Evaluation

Policy DN, DPB 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.

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, Clyde CISD 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 Central Business Office.

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 noninstructional 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 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 nonexempt and are paid an hourly wage or salary and receive compensatory time or overtime pay for each hour worked beyond 40 in a workweek. (See *Overtime Compensation* for more information)

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 Chief Financial Officer for more information about the district's pay schedules or their own pay.

Paychecks

All professional and salaried employees are paid monthly. Hourly employees are paid semi-monthly. Paychecks will not be released to any person other than the district employee named on the check without the employee's written authorization. Employees are responsible for regularly reviewing the accuracy of their pay statement and should contact Human Resources if they have any questions.

The schedule of pay dates for the 2026–2027 school year follows:

September 18, 2026

October 20, 2026

November 20, 2026

December 18, 2026

January 20, 2027

February 19, 2027

March 19, 2027

April 20, 2027

May 20, 2027

June 17, 2027

July 20, 2027

August 20, 2027

Automatic Payroll Deposits

Employees can have their paychecks electronically deposited into a designated account. A notification period of one month is necessary to activate this service. Contact Human Resources 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 or prepaid tuition programs. Employees also may request payroll deduction for payment of membership dues to professional organizations and certain charitable contributions approved by the board. Salary deductions are automatically made for unauthorized or unpaid leave.

Overpayments. Employees are not entitled to any funds the district overpays. An overpayment occurs if an employee is paid more than the amount the employee should have been paid under the assigned pay grade and applicable supplemental pay.

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, DEC

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. For the purpose of calculating overtime, a workweek begins at 12:00 AM Sunday and ends at 11:59 PM Saturday.

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 a 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 and the Chief Financial Officer must give approval. For approved travel, employees will be reimbursed for mileage and other travel expenditures according to the current rate schedule 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 all employees. 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 Clyde CISD Benefits Handbook.

The health insurance plan year is from September 1st through August 31st. New employees must complete enrollment forms within the first 30 days of employment. Current employees can make changes in their insurance coverage during open enrollment each year or when they experience a qualifying event (e.g., marriage, divorce, birth). Employees should contact Human Resources for more information.

Supplemental Insurance Benefits

Policy CRD

At their own expense, employees may enroll in supplemental insurance programs for accidents, cancer, critical illness, dental heart & stroke, life insurance, medical gap plans, vision and savings plans. Premiums for these programs can be paid by payroll deduction. Employees should contact Human Resources 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 from School Comp, effective September 2013.

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 Chief Financial Officer. 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. See *Workers' Compensation Benefits* for information on use of paid leave for such absences.

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 Chief Financial Officer.

Teacher Retirement

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 Human Resources 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).

Leaves and Absences

Policies CRD, DBB, DEC, DECA, DECB, DED, DG

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 Human Resources for information about applicable leave benefits, payment of insurance premiums, and requirements for communicating with the district.

Paid leave must be used in ½ increments. Earned comp time must be used before any available paid state and local leave. Unless an employee requests a different order, available paid state and local leave will be used in the following order:

- Local Leave
- State Sick Leave Accumulated before 1995
- State Personal Leave

Employees must follow district and department or campus procedures to report or request any leave of absence and complete the appropriate form or certification. Any unapproved absences or absences beyond accumulated or available paid leave shall result in deduction from the employee's pay.

If an hourly employee does not report or request leave of absence(s) according to district procedures, the incident is considered a "no call/no show". An employee who is absent for 5 consecutive days without notice is considered to have abandoned their job and may face disciplinary consequences up to and including termination.

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 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.

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 leave under the Family and Medical Leave Act (FMLA) 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 FMLA 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: nondiscretionary and discretionary.

Nondiscretionary. Leave taken for personal or family illness, family emergency, a death in the family, or active military service is considered nondiscretionary 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 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.

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

All employees shall earn five workdays of paid local leave per school year in accordance with administrative regulations. Local leave shall accumulate without limit.

Vacation

Policy DED

Each full-time maintenance or custodial employee employed with a normal work year of 250 days shall earn ten paid vacation days per year after one year of district employment. In the first year of employment, after six months of employment the employees shall earn a maximum of five days of vacation.

- Each eligible employee shall use five paid vacation days during the Winter Break.
- Each eligible employee shall schedule with the superintended the use of remaining vacation days during the summer but before the beginning of the duty year for teachers.
- Vacation days shall not accumulate from year to year. The district shall not pay for unused vacation days.

Sick Leave Bank

The purpose of the Sick Leave Bank (SLB) is to provide additional sick leave days to members of the bank in the event of the member's (or the member's legal spouse's) catastrophic illness or injury. Days may be requested from the bank only after the member has exhausted all accumulated state and local leave. All full-time employees, ten, eleven, and twelve-month personnel, of the CCISD are eligible for membership. To enroll a full-time employee must contribute one or more accrued or anticipated State Personal Leave Days Clyde CISD Sick Leave Bank Guidelines

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 that makes you unable to work,
- To care for your spouse, child or parent with a serious mental or physical health condition, and
- 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 leave 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 or 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 that 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.**

WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

SCAN ME

Local Procedures for Implementing Family and Medical Leave Provisions

Eligible employees can take up to 12 weeks of unpaid leave in the 12-month period measured forward from the date an individual employee's first FML begins.

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 exigency, 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.

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 the Chief Financial Officer 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, the superintendent 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. An incident involving an assault is a work-related injury and should be immediately reported to the 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.

Bereavement Leave

State Sick Leave may be used for the death of an immediate family member.

Jury Duty

Policies DEC, DG

The district provides paid leave to employees who are summoned to jury duty including service on a grand jury. 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 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 15 days of paid leave per fiscal year when engaged in authorized training or duty orders by proper authority. An additional seven days of leave per fiscal year are available if called to state active duty in response to a disaster. 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 Human Resources. 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 Human Resources for details on eligibility, requirements, and limitations.

Leave for Police Officers for Illness or Injury

A full-time district employed licensed police officer who regularly serves in a law enforcement capacity in a district police department is entitled to a paid leave of absence (LOA) for an illness or injury related to the person's line of duty. If necessary, the leave shall continue for at least one year.

If unable to return to work at the end of the paid leave and any extension, a police officer may use accumulated sick, vacation, and other accrued leave before being placed on unpaid temporary leave. At the end of temporary leave, the police officer will be reinstated at the same rank and with the same seniority the person had before going on temporary leave.

Payment for Accumulated Leave Upon Separation

An employee who retires from the District shall be eligible for payment for accumulated state and local leave under the following conditions:

1. The employee's retirement is voluntary, i.e., the employee is not being discharged or non-renewed, except in the event of a reduction in force.

2. The employee provides advance written notice of intent to retire. Contract employees must provide written notice at least 60 days before the last day of employment. Noncontract employees must provide written notice at least two weeks before the last day of employment.

3. The employee has at least seven years of service with the District.

The employee shall receive payment for each day of accumulated state and local leave, to a maximum of 25 days, at a rate established by the Board. If the employee is reemployed with the District, the days for which the employee received payment shall not be available to that employee.

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, in the district newsletter, and through special events and activities. Recognition and appreciation activities also include social media and district website accomplishments .

District Communications

Throughout the school year, the Central Business Office publishes newsletters, brochures, fliers, calendars, news releases, and other communication materials. These publications offer employees and the community information pertaining to school activities and achievements. They include the following:

www.clydeisd.org

ParentSquare communication program/app

Clyde Journal—local newspaper

Clyde CISD Facebook and Instagram

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.

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: DGBA(LOCAL)

Employee Conduct and Welfare

Standards of Conduct

Policy DH, DHA

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 by the superintendent. See *Reports to the Texas Education Agency* for additional information.

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

Purpose and Scope

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))

Enforceable 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 that are used 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, abuse, 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 who 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:

1. the nature, purpose, timing, and amount of the communication;
2. the subject matter of the communication;

3. whether the communication was made openly or the educator attempted to conceal the communication;
4. whether the communication could be reasonably interpreted as soliciting sexual contact or a romantic relationship;
5. whether the communication was sexually explicit; and
6. 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.

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:

www.clydeisd.org

https://pol.tasb.org/Policy/Code/250?filter=DIA

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 child abuse 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.

Procedures for reporting and investigating harassment of students are listed below:

FFH — Student Welfare: Freedom from Discrimination, Harassment, and Retaliation

Reporting Suspected Child Abuse

Policies DG, FFG, GRA

All employees with reasonable cause to believe that a child's physical or mental health or welfare has been adversely affected by 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), or appropriate state agency (e.g., state agency operating, licensing, certifying, or registering the facility) within **24 hours** after the employee has reasonable cause to believe that the child has been abused or neglected. Law enforcement agencies include the Texas Department of Public Safety (DPS), a municipal police department, a county sheriff's office, or a county constable's office and does not include the district police.

If the alleged or suspected abuse or neglect involves a person responsible for the care, custody, or welfare of a child (including a teacher), the report of alleged abuse or neglect must be made to DFPS even if a report is made to law enforcement.

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 can be made using the Texas Abuse Hotline (https://www.txabusehotline.org/Login/Default.aspx or 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, a 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 taking an adverse employment action against a certified or licensed professional 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

Policy FFG

The district has established a plan for addressing sexual abuse and other maltreatment of children, which may be accessed at the Clyde CISD Website. 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. Abuse in the Texas Family Code is defined 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*.

Reports to Texas Education Agency

Policies DF, DHB, DHC

The conduct of an employee must be reported to TEA **within 48 hours** 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 not later than the seventh business day after termination or resignation or notice from the principal:

- 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, CQD

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 technology 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 district's 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 Information Technology Director.

Personal Use of Electronic Communications

Policy CQ, CY, DHA

Electronic communications include all forms of social media, such as text messaging, instant messaging, electronic mail (email), 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, LinkedIn, Instagram). Electronic communications also include 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, mealtimes, 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 district and campus trademarks, including names, logos, mascots, and symbols or other copyrighted material on social media or in texts 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.
- 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 DHA(LEGAL)]
- Confidentiality of district records, including educator evaluations and private email addresses. [See Policy GBA]
- Copyright law [See Policy CY]
- Prohibition against harming others by knowingly making false statements about a colleague or the school system. [See DHA(LEGAL)]

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 email 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 email, 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 a *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, school psychologists, and athletic trainers.

An employee who communicates electronically 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.
- 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 his or her immediate supervisor as a recipient on each text message to the student so that the student and supervisor receive the same message
- 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 shall not communicate directly with any student between the hours of 9:30 p.m. and 6:00 a.m. An employee may, however, make public posts to a social

network site, blog, or similar application (such as Parent Square or SportsYOU) at any time.

- 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]
    - Copyright law [Policy CY]
    - Prohibitions against soliciting or engaging in sexual conduct or a romantic relationship with a student. [See Policy DH]
- 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 the Superintendent.
- 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.

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 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 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 employee is arrested or criminally charged, the superintendent is also required to report the educator’s criminal history to the Division of Investigations at TEA.

The superintendent is required to report the misconduct or criminal history of an employee to TEA. Information about misconduct or allegations of misconduct of an employee obtained by a means other than the criminal history clearinghouse will be reported to TEA. Refer to Policies DHB(LEGAL) and DHC(LEGAL) for timelines and conduct that will result in reporting.

Alcohol and Drug-Abuse Prevention

Policy DH

Clyde 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:

DH — Employee Standards of Conduct

Tobacco and Nicotine Products and E-Cigarette Use

Policies DH, FNCD, GKA

State law prohibits smoking, using, or possessing e-cigarettes or tobacco products 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.

"E-cigarette" means an electronic cigarette or any other device that simulates smoking by using a mechanical heating element, battery, or electronic circuit to deliver nicotine or other substances to the individual inhaling from the device or a consumable liquid solution or other material aerosolized or vaporized during the use of an electronic cigarette or other device, regardless of whether the liquid solution or material contains nicotine. The term does not include a prescription medical device, prescription medication, or other prescribed substance unrelated to the cessation of smoking. The term "e-cigarette" includes:

1. A device regardless of whether it is manufactured, distributed, or sold as an e-cigarette, e-cigar, or e-pipe or under another product name or description; and

2. A component, part, or accessory for the device, regardless of whether the component, part, or accessory is sold separately from the device.

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 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. 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 fundraiser. 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 fundraiser 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. See *Emergencies* for additional information.

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 the Superintendent.

Possession of Firearms and Weapons

Policies DH, 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 superintendent 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 CSC

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 Central Business 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 Central Business Office. 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

Policy EB

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 Parent Square App and notify the following media outlets:

KTAB/KRBC-television

KTXS-television

Emergencies

Policies CKC, CKD

All employees should be familiar with the safety procedures for responding to emergencies, including a medical emergency. Employees should locate 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 campus office or appropriate 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 the Chief Financial Officer 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 Central Business 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 the Human Resources Department.

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 address 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
- Emergency contact information
- Information that reveals whether they have family members

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 may be released to the public until a request to withhold the information is submitted or another exception for release of information under law applies. An employee is responsible for notifying the district if he or she is subject to any exception for disclosure of personal or confidential information.

Facility Use

Policies DGA, GKD

Employees who wish to use district facilities after school hours must follow established procedures. The Campus Secretary is responsible for scheduling the use of facilities after school hours. Contact the Campus Secretary to request to use school facilities and to obtain information on the fees charged.

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. 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 superintendent is required to report such conduct to TEA.

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 noncertified employee's resignation or termination within seven business days for any of the following:

- Alleged incident of misconduct of abuse or otherwise committed an unlawful act with a student or minor,
- Was involved in or solicited a romantic relationship 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 TEA.

Dismissal or Nonrenewal of Contract Employees

Policies DF Series, DHB, DPA, DPB

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.

The reporting requirements for termination of a contract 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, DPA, DPB

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. (See *Complaints and Grievances* for more information)

The reporting requirements for termination of a noncertified employee are the same as those listed above in Resignations/Noncontract Employees.

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
- 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 conviction the requirement to discharge does not apply.

Prohibition on Diversity, Equity, and Inclusion

Policies DF, DH

Except as required by state or federal law, district employees are prohibited from engaging in diversity, equity, and inclusion activities, including assigning diversity, equity, and inclusion duties to any person. Any employee who intentionally or knowingly engages in or assigns diversity, equity, and inclusion duties to another person will be subject to appropriate discipline, including termination of employment.

Prohibited Classroom Instruction

Policies DF, DH

District employees are prohibited from engaging in an act prohibited by Education Code 28.0022 (Certain Instructional Requirements and Prohibitions). Any district employee intentionally or knowingly engaging in or assigning to another individual activities related to controversial topics described in Education Code 28.0022 is subject to disciplinary action, including termination of employment.

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 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, Clyde 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 against students based on sex, including sexual harassment should be directed to Bryan Allen, Superintendent, 526 Shalimar Drive, Clyde, TX, ballen@clydeisd.org, 325-893-4222, the district Title IX coordinator for students. Questions or concerns about discrimination on the basis of a disability should be directed to Paula Kinslow, Deputy Superintendent, 526 Shalimar Drive, Clyde, pkinslow@clydeisd.org, 325-893-4222 the district ADA/Section 504 coordinator for students. All other questions or concerns relating to discrimination based on any other reasons 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 campus principal 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, FFAF

Only designated employees may administer prescription medication, nonprescription medication, and herbal or dietary supplements to students. Exceptions apply to the administration of medication for respiratory distress, medication for anaphylaxis (e.g., EpiPen®), opioid antagonists, and medication for diabetes management, if the medication is 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 parents 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 note 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, including cyberbullying, to the campus principal. The district's policy includes definitions and procedures for reporting and investigating bullying of students and is reprinted below:

[FFI — Student Welfare: Freedom from Bullying](www.clydeisd.org)
www.clydeisd.org

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.

STATE OF TEXAS
COUNTY OF CALLAHAN

SCHOOL RESOURCE OFFICER INTERLOCAL AGREEMENT

This interlocal agreement (“Agreement”) is entered into 27th day of July 2026, between the City of Clyde, Texas (“City”) and the Clyde Consolidated Independent School District (“CCISD” or “District”). Together, the City and CCISD shall be referred to as the “parties”.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Act"), provides the authority to political subdivisions for contracts by and between each other to facilitate the governmental functions and services of said political subdivisions under the terms of the Act; and

WHEREAS, the City and CCISD have the authority to enter into this Agreement under the Interlocal Cooperation Act (Chapter 791 of the Texas Government Code); and

WHEREAS, it is mutually beneficial for the parties to enter into an agreement which establishes the duties, assignment, responsibilities and obligations of the School Resource Officer(s), the City, and CCISD; and

WHEREAS, the expense of any payments or performance required by this Agreement shall come from current revenues legally available to the Parties; and

WHEREAS, the Parties find that the performance of this Agreement is in the common interest of both Parties and that the performance and payment fairly compensates both parties.

NOW, THEREFORE, for and in consideration of the payments and mutual covenants contained herein, and for other good and valuable considerations, the parties agree as follows:

I. <u>ORGANIZATIONAL STRUCTURE</u>

A. Compositions

The SRO Program will consist of the City providing CCISD with one (1) full time Clyde Police personnel that is a certified Peace Officers for the State of Texas, licensed by the Texas Commission on Law Enforcement (TCOLE), licensed as provided by Occupations Code Chapter 1701, and meets all requirements as set forth by the City and Clyde Police Department Rules and Regulations for the 2025-2026 school year. The SRO shall be assigned to campuses during normal teacher workdays in the active school year. The SRO shall follow the policies and procedures of CCISD to the extent those policies do not conflict with the policies and procedures of the City or Chief of Police. The SRO shall provide services consistent with the terms of this Agreement, CCISD's comprehensive safety programs, and CCISD Board policy.

1. Education of teachers and students regarding the law, investigation of criminal activity on school grounds, drug prevention, and crisis intervention.

2. Interaction with the student body, faculty, and visitors and assist in security efforts at the designated school.

B. Supervision

The day-to-day operation and administrative control of the SRO Program will be the responsibility of the City's Police Department. Responsibility for the conduct of the SRO personnel, both personally and professionally, shall remain with the City's Police Department. The City's Police Department shall retain supervisory personnel who will work with CCISD personnel to oversee the program. The CCISD and City will discuss and agree on any special circumstances.

II. PROCEDURES

A. City Responsibilities

The City shall provide law enforcement training and certification. The City also agrees to supply all necessary equipment, including but not limited to uniforms, a vehicle (maintenance and gas included), radios, personal defense equipment and any other equipment necessary to the duties of the Police Officer, along with access to all resources of the City Police Department.

SROs are first and foremost law enforcement officers for the City's Police Department and employees of the City. SROs shall be responsible for carrying out all duties and responsibilities of a police officer and shall remain at all times under the control, through the chain-of-command, of the City's Police Department. SROs are enforcement officers and handle criminal matters. SROs report directly to the assigned Police Department supervisor or their designee regarding after hour assignments, and normal law enforcement duties. While on campus, the SRO will report to the campus principal and assistant principal regarding the daily routine and communication issues on campus and then, if additional support is requested, shall report to the Superintendent.

SROs are not formal counselors; however, they are a resource to assist students, faculty, staff, and all persons involved with CCISD. The SRO should arrive on time at 7:30 a.m. and remain on duty until 4:00 p.m. This will include a 30 minute unpaid break during this span of time. The unpaid 30 minute break should be coordinated with the campus principal for a time that is least impactful to the duties of the SRO. SROs should not leave early except for unforeseen circumstances.

B. Selection

SRO selection will be the responsibility of the City, subject to approval by the CCISD Superintendent or designee. The selection process will follow the normal steps established by City.

C. Duties and Responsibilities

As set forth in CCISD Board Policy, the responsibilities of the SRO will include but not be limited to:

1. Protect the safety and welfare of any person in the jurisdiction of the District and

protect the property of the District.
2. Enforce all laws, including municipal ordinances, state laws, and investigate violations of law as needed. In doing so, school resource officers may serve search warrants in connection with District-related investigations in compliance with the Texas Code of Criminal Procedure.
3. Arrest suspects consistent with state and federal statutory and constitutional standards governing arrests, including arrests without warrant, for offenses that occur in the officer's presence or under the other rules set out in the Texas Code of Criminal Procedure.
4. Coordinate and cooperate with commissioned officers of all other law enforcement agencies in the enforcement of this policy as necessary.
5. Carry a firearm in accordance with the MOU and the directives with the commissioning entity.
6. Carry out all other duties in accordance with the MOU.

At the discretion of the CCISD Superintendent and the Chief of Police, the SRO may be required to travel to out of town extra-curricular activities and events with certain groups.

Any disputes regarding assigned duties and responsibilities will be resolved between the campus principal and the SRO's supervisor. Should an agreement not be reached, the dispute will be resolved between the CCISD Superintendent or designee and the City's Chief of Police or designee.

D. Enforcement

Although SROs have been placed in a formal educational environment, they are not relieved of their official duties as enforcement officers. Decisions to intervene normally will be made when it is necessary to prevent any criminal act. Citations should be issued and arrests made when appropriate and in accordance with the law and City's Police Department policy.

E. Information Sharing

1. The Clyde Police Department will share all information to the extent permitted by law, pertinent to the safety of any party that CCISD is responsible for, and all information pertinent to investigation.
2. CCISD will share all information to the extent permitted by law that is needed to resolve an issue. In the event that educational records or personally identifiable information (as defined by the Family Educational Rights and Privacy Act or "FERPA"), is provided to a SRO, the SRO and the Clyde Police Department agree not to disclose such information to any other party, without prior consent of the parent, or as required or allowed by law. If a student is involved in illegal activity regardless whether school is in session, the CCISD and the SRO, and vice versa, will to the extent permitted by law share the information; but only in compliance with all laws and regulations.

III. SCHOOL RESPONSIBILITIES

CCISD shall provide the SRO an appropriately furnished office, which is deemed necessary to the performance of the SRO duties, but all other operational expenses shall be paid by the City. The City of Clyde Chief of Police ("Chief") or designee shall meet and confer with the campus principals from time to time, to establish mutually agreeable operational policies for the SRO. However, nothing in this Agreement shall abridge the right and responsibility of the Chief to assign, replace, discipline or otherwise supervise the activities of the SRO. The SRO assigned to CCISD shall be subject to the approval of the CCISD Superintendent or designee. CCISD understands that the Chief may rotate or change any officer assigned to serve as an SRO; provided, however, that CCISD may refuse any particular officer assigned as SRO and request assignment of a different officer.

IV. TERM & COST CONSIDERATIONS

The term of this agreement will be for the upcoming school year. Each year, prior to June 30, the Parties will reconvene and conduct an annual review of this Agreement. At that time, the Agreement may be reconsidered by the CCISD Board of Trustees and the City of Clyde.

The City of Clyde and the Clyde Independent School District (CCISD) shall share the expenses that are related to the SRO. CCISD shall pay the City the total annual amount of **Fifty-Two Thousand Three Hundred Seventeen Dollars and Forty Cents ($52,317.40)**. Payment shall be made in four (4) equal quarterly installments of **Thirteen Thousand Seventy-Nine Dollars and Thirty-Five Cents ($13,079.35)** each. Quarterly payments shall be due and payable on or before the 30th day of **October, January, April, and July** of each contract year.

Each year before June 30, the City shall provide CCISD a planning amount of the costs to be paid for funding the SROs for the following fiscal year. CCISD shall notify the City in writing, of its election to terminate the Agreement. If the number of SROs is changed, the amount owed under this Agreement shall be changed by mutual agreement of the parties.

If an SRO is absent more than 5 (five) consecutive school days, the SRO shall be replaced with a suitable replacement or payment shall be reduced on a prorated basis. The parties agree that every effort should be made to schedule and/or designate vacation days, compensatory time, and other days off at times when school is not in session or at other times when the absence of a SRO will not otherwise create an unnecessary risk or hamper school operations.

In the event City exercises its right to reassign the officer when in the sole judgment of City his or her services are required in response to a citywide or major emergency for more than 5 (five) consecutive school days, payment for service shall be reduced on a prorated basis.

V. TERMINATION

Should either party (City or CCISD) decide to stop participating in the program at any time, with or without cause, a ninety (90) day notice will be provided to the other party.

No termination will relieve the obligation of CCISD to pay City of any amounts due and payable for services performed hereunder prior to termination. City shall refund to CCISD any pro rata pre-paid amounts for services after the date of termination. This Agreement may be terminated by any party upon no less than thirty (30) days written notice to the other party should the other party fail substantially to perform in accordance with the terms of this Agreement.

VI. MUTUAL HOLD HARMLESS

To the extent allowed by law, CCISD does hereby agree to waive all claims against, release, and hold harmless City and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any properly arising out of or in connection with this Agreement.

To the extent allowed by law, City does hereby agree to waive all claims against, release, and hold harmless CCISD and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.

It is the intention of both parties that this mutual hold harmless clause shall be interpreted to mean each party shall be responsible for the actions of each party's own employees, officials, officers, and agents. The parties hereby agree that they have not waived their sovereign and/or governmental immunity by entering into and performing its obligations under this Agreement.

VII. DISPUTE RESOLUTION

Should a dispute arise between the parties regarding this Agreement, or the terms contained herein, the parties shall first attempt to resolve the dispute through direct discussions in a spirit of mutual cooperation. If such discussions fail to resolve the dispute, the parties hereto agree that they shall submit such dispute to non-binding mediation with a mutually agreeable mediator. Said mediation shall be conducted within thirty (30) days following written notice of a demand for mediation by either party, unless the parties agree to a shorter or longer period, and the costs of such mediation shall be borne by the party demanding same. The purpose of this section is to reasonably ensure that the City and CCISD in good faith utilize mediation before pursuing litigation. The parties' participation in, or the results of any mediation under this section shall not be construed as a waiver by the parties of any rights, privileges, defenses, remedies or immunities available to the parties as governmental entities, nor waiver of any termination provisions, expiration dates or deadlines set forth in this Agreement.

VIII. MISCELLANEOUS

A. **Independent Contractor:** City is and at all times deemed to be an independent contractor and shall be wholly responsible for the manner in which it determines which officer is assigned to the SRO Program and the way City performs the services required by the terms of this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between CCISD and City or any of City's agents or employees, or between CCISD and a SRO. City assumes exclusive responsibility for the acts of its employees as they relate to the services provided during the course and scope of their employment. City, its agents and employees, including a SRO, shall not be entitled to any rights or privileges of CCISD employees and shall not be considered in any manner to be a CCISD employee.

B. **Insurance:** The City is insured through the Texas Municipal League (TML), and shall provide CCISD documentation of its coverages, said coverages to meet the approval of CCISD. City shall maintain, during the term of this Agreement, workers' compensation insurance, general liability coverage, and auto liability coverage for its employees engaged in work under this Agreement. Upon request, City shall provide CCISD with Certificates of Insurance indicating such coverage prior to the beginning of any activities under this Agreement.

C. **Availability of Funds:** All expenditures made by City and CCISD, in fulfilling their obligations hereunder, shall be paid only from current revenues legally available to each party.

D. **Assignment:** Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties or obligations under this Agreement without the prior written permission of the other party to this Agreement. This Agreement inures to the benefit of and obligates only the parties executing this Agreement. No term or provision of this Agreement is intendent to benefit any benefit.

E. **Waiver:** No waiver of a breach or any provision of the Agreement by either party shall constitute a waiver of any subsequent breach of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

F. **Choice of Law and Venue:** All obligations of each party shall be performed in Callahan County, Texas. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement and the exclusive venue for any legal proceedings involving this Agreement shall be Callahan County, Texas.

G. **Notices:** Notices to CCISD shall be deemed given when delivered in person to the Superintendent of Schools or on the next business day after the mailing of said notice addressed to said CCISD by United States mail, certified or registered mail, return receipt requested, to 526 Shalimar Drive, Clyde, TX 79510. Notices to City shall be deemed given when delivered in person to the City Manager or on the next business day after the mailing of said notice addressed to said City by United States mail, certified or registered mail, return receipt requested, to 222 Oak Street, Clyde, TX 79510. The place for mailing notices for a party may be changed only upon written notice given to the other in the manner herein prescribed for notices sent to the last effective place of mailing for the notifying party.

H. **Legal Construction, Entire Agreement:** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, (1) such provision shall be fully severable, (2) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part of this Agreement, and (3) 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 from this Agreement. This Agreement is the entire agreement between CCISD and City as to the subject matter hereof, and is the sole and only agreement of the parties and supersedes any prior understanding or written or oral agreement relative to the subject matter hereof. This Agreement may be amended only by written instrument duly approved and executed by both parties.

APPROVED by the Board of Trustees of the Clyde Consolidated Independent School District, Clyde, Texas in a meeting held on the 27th day of July, 2026.

Clyde Consolidated Independent School District

By: ______________________________________
PRESIDENT, Board of Trustees

ATTEST:
By: ______________________________________
SECRETARY, Board of Trustees

APPROVED by the City of Clyde, Texas in a meeting held on the XXXX day of XXXX.

City of Clyde, Texas

By: ______________________________________
____

ATTEST:
By: ______________________________________
CITY SECRETARY

STATE OF TEXAS
COUNTY OF CALLAHAN

SCHOOL RESOURCE OFFICER INTERLOCAL AGREEMENT

This interlocal agreement ("Agreement") is entered into 27th day of July 2026, between the City of Clyde, Texas ("City") and the Clyde Consolidated Independent School District ("CCISD" or "District"). Together, the City and CCISD shall be referred to as the "parties".

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Act"), provides the authority to political subdivisions for contracts by and between each other to facilitate the governmental functions and services of said political subdivisions under the terms of the Act; and

WHEREAS, the City and CCISD have the authority to enter into this Agreement under the Interlocal Cooperation Act (Chapter 791 of the Texas Government Code); and

WHEREAS, it is mutually beneficial for the parties to enter into an agreement which establishes the duties, assignment, responsibilities and obligations of the School Resource Officer(s), the City, and CCISD; and

WHEREAS, the expense of any payments or performance required by this Agreement shall come from current revenues legally available to the Parties; and

WHEREAS, the Parties find that the performance of this Agreement is in the common interest of both Parties and that the performance and payment fairly compensates both parties.

NOW, THEREFORE, for and in consideration of the payments and mutual covenants contained herein, and for other good and valuable considerations, the parties agree as follows:

I. <u>ORGANIZATIONAL STRUCTURE</u>

A. Compositions

The SRO Program will consist of the City providing CCISD with one (1) full time Clyde Police personnel that is a certified Peace Officers for the State of Texas, licensed by the Texas Commission on Law Enforcement (TCOLE), licensed as provided by Occupations Code Chapter 1701, and meets all requirements as set forth by the City and Clyde Police Department Rules and Regulations for the 2026-2027 school year. The SRO shall be assigned to campuses during normal teacher workdays in the active school year. The SRO shall follow the policies and procedures of CCISD to the extent those policies do not conflict with the policies and procedures of the City or Chief of Police. The SRO shall provide services consistent with the terms of this Agreement, CCISD's comprehensive safety programs, and CCISD Board policy.

1. Education of teachers and students regarding the law, investigation of criminal activity on school grounds, drug prevention, and crisis intervention.

2. Interaction with the student body, faculty, and visitors and assist in security efforts at the designated school.

B. Supervision

The day-to-day operation and administrative control of the SRO Program will be the responsibility of the City's Police Department. Responsibility for the conduct of the SRO personnel, both personally and professionally, shall remain with the City's Police Department. The City's Police Department shall retain supervisory personnel who will work with CCISD personnel to oversee the program. The CCISD and City will discuss and agree on any special circumstances.

II. PROCEDURES

A. City Responsibilities

The City shall provide law enforcement training and certification. The City also agrees to supply all necessary equipment, including but not limited to uniforms, a vehicle (maintenance and gas included), radios, personal defense equipment and any other equipment necessary to the duties of the Police Officer, along with access to all resources of the City Police Department.

SROs are first and foremost law enforcement officers for the City's Police Department and employees of the City. SROs shall be responsible for carrying out all duties and responsibilities of a police officer and shall remain at all times under the control, through the chain-of-command, of the City's Police Department. SROs are enforcement officers and handle criminal matters. SROs report directly to the assigned Police Department supervisor or their designee regarding after hour assignments, and normal law enforcement duties. While on campus, the SRO will report to the campus principal and assistant principal regarding the daily routine and communication issues on campus and then, if additional support is requested, shall report to the Superintendent.

SROs are not formal counselors; however, they are a resource to assist students, faculty, staff, and all persons involved with CCISD. The SRO should arrive on time at 7:30 a.m. and remain on duty until 4:00 p.m. This will include a 30 minute unpaid break during this span of time. The unpaid 30 minute break should be coordinated with the campus principal for a time that is least impactful to the duties of the SRO. SROs should not leave early except for unforeseen circumstances.

B. Selection

SRO selection will be the responsibility of the City, subject to approval by the CCISD Superintendent or designee. The selection process will follow the normal steps established by City.

C. Duties and Responsibilities

As set forth in CCISD Board Policy, the responsibilities of the SRO will include but not be limited to:

1. Protect the safety and welfare of any person in the jurisdiction of the District and

protect the property of the District.

2. Enforce all laws, including municipal ordinances, state laws, and investigate violations of law as needed. In doing so, school resource officers may serve search warrants in connection with District-related investigations in compliance with the Texas Code of Criminal Procedure.
3. Arrest suspects consistent with state and federal statutory and constitutional standards governing arrests, including arrests without warrant, for offenses that occur in the officer's presence or under the other rules set out in the Texas Code of Criminal Procedure.
4. Coordinate and cooperate with commissioned officers of all other law enforcement agencies in the enforcement of this policy as necessary.
5. Carry a firearm in accordance with the MOU and the directives with the commissioning entity.
6. Carry out all other duties in accordance with the MOU.

At the discretion of the CCISD Superintendent and the Chief of Police, the SRO may be required to travel to out of town extra-curricular activities and events with certain groups.

Any disputes regarding assigned duties and responsibilities will be resolved between the campus principal and the SRO's supervisor. Should an agreement not be reached, the dispute will be resolved between the CCISD Superintendent or designee and the City's Chief of Police or designee.

D. Enforcement

Although SROs have been placed in a formal educational environment, they are not relieved of their official duties as enforcement officers. Decisions to intervene normally will be made when it is necessary to prevent any criminal act. Citations should be issued and arrests made when appropriate and in accordance with the law and City's Police Department policy.

E. Information Sharing

1. The Clyde Police Department will share all information to the extent permitted by law, pertinent to the safety of any party that CCISD is responsible for, and all information pertinent to investigation.
2. CCISD will share all information to the extent permitted by law that is needed to resolve an issue. In the event that educational records or personally identifiable information (as defined by the Family Educational Rights and Privacy Act or "FERPA"), is provided to a SRO, the SRO and the Clyde Police Department agree not to disclose such information to any other party, without prior consent of the parent, or as required or allowed by law. If a student is involved in illegal activity regardless whether school is in session, the CCISD and the SRO, and vice versa, will to the extent permitted by law share the information; but only in compliance with all laws and regulations.

III. SCHOOL RESPONSIBILITIES

CCISD shall provide the SRO an appropriately furnished office, which is deemed necessary to the performance of the SRO duties, but all other operational expenses shall be paid by the City. The City of Clyde Chief of Police ("Chief") or designee shall meet and confer with the campus principals from time to time, to establish mutually agreeable operational policies for the SRO. However, nothing in this Agreement shall abridge the right and responsibility of the Chief to assign, replace, discipline or otherwise supervise the activities of the SRO. The SRO assigned to CCISD shall be subject to the approval of the CCISD Superintendent or designee. CCISD understands that the Chief may rotate or change any officer assigned to serve as an SRO; provided, however, that CCISD may refuse any particular officer assigned as SRO and request assignment of a different officer.

IV. TERM & COST CONSIDERATIONS

The term of this agreement will be for the upcoming school year. Each year, prior to June 30, the Parties will reconvene and conduct an annual review of this Agreement. At that time, the Agreement may be reconsidered by the CCISD Board of Trustees and the City of Clyde.

The City of Clyde and the Clyde Independent School District (CCISD) shall share the expenses that are related to the SRO. CCISD shall pay the City the total annual amount of **Fifty-Two Thousand Three Hundred Seventeen Dollars and Forty Cents ($52,317.40)**. Payment shall be made in four (4) equal quarterly installments of **Thirteen Thousand Seventy-Nine Dollars and Thirty-Five Cents ($13,079.35)** each. Quarterly payments shall be due and payable on or before the 30th day of **October, January, April, and July** of each contract year.

Each year before June 30, the City shall provide CCISD a planning amount of the costs to be paid for funding the SROs for the following fiscal year. CCISD shall notify the City in writing, of its election to terminate the Agreement. If the number of SROs is changed, the amount owed under this Agreement shall be changed by mutual agreement of the parties.

If an SRO is absent more than 5 (five) consecutive school days, the SRO shall be replaced with a suitable replacement or payment shall be reduced on a prorated basis. The parties agree that every effort should be made to schedule and/or designate vacation days, compensatory time, and other days off at times when school is not in session or at other times when the absence of a SRO will not otherwise create an unnecessary risk or hamper school operations.

In the event City exercises its right to reassign the officer when in the sole judgment of City his or her services are required in response to a citywide or major emergency for more than 5 (five) consecutive school days, payment for service shall be reduced on a prorated basis.

V. TERMINATION

Should either party (City or CCISD) decide to stop participating in the program at any time, with or without cause, a ninety (90) day notice will be provided to the other party.

No termination will relieve the obligation of CCISD to pay City of any amounts due and payable for services performed hereunder prior to termination. City shall refund to CCISD any pro rata pre-paid amounts for services after the date of termination. This Agreement may be terminated by any party upon no less than thirty (30) days written notice to the other party should the other party fail substantially to perform in accordance with the terms of this Agreement.

VI. MUTUAL HOLD HARMLESS

To the extent allowed by law, CCISD does hereby agree to waive all claims against, release, and hold harmless City and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any properly arising out of or in connection with this Agreement.

To the extent allowed by law, City does hereby agree to waive all claims against, release, and hold harmless CCISD and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.

It is the intention of both parties that this mutual hold harmless clause shall be interpreted to mean each party shall be responsible for the actions of each party's own employees, officials, officers, and agents. The parties hereby agree that they have not waived their sovereign and/or governmental immunity by entering into and performing its obligations under this Agreement.

VII. DISPUTE RESOLUTION

Should a dispute arise between the parties regarding this Agreement, or the terms contained herein, the parties shall first attempt to resolve the dispute through direct discussions in a spirit of mutual cooperation. If such discussions fail to resolve the dispute, the parties hereto agree that they shall submit such dispute to non-binding mediation with a mutually agreeable mediator. Said mediation shall be conducted within thirty (30) days following written notice of a demand for mediation by either party, unless the parties agree to a shorter or longer period, and the costs of such mediation shall be borne by the party demanding same. The purpose of this section is to reasonably ensure that the City and CCISD in good faith utilize mediation before pursuing litigation. The parties' participation in, or the results of any mediation under this section shall not be construed as a waiver by the parties of any rights, privileges, defenses, remedies or immunities available to the parties as governmental entities, nor waiver of any termination provisions, expiration dates or deadlines set forth in this Agreement.

VIII. MISCELLANEOUS

A. **Independent Contractor:** City is and at all times deemed to be an independent contractor and shall be wholly responsible for the manner in which it determines which officer is assigned to the SRO Program and the way City performs the services required by the terms of this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between CCISD and City or any of City's agents or employees, or between CCISD and a SRO. City assumes exclusive responsibility for the acts of its employees as they relate to the services provided during the course and scope of their employment. City, its agents and employees, including a SRO, shall not be entitled to any rights or privileges of CCISD employees and shall not be considered in any manner to be a CCISD employee.

B. **Insurance:** The City is insured through the Texas Municipal League (TML), and shall provide CCISD documentation of its coverages, said coverages to meet the approval of CCISD. City shall maintain, during the term of this Agreement, workers' compensation insurance, general liability coverage, and auto liability coverage for its employees engaged in work under this Agreement. Upon request, City shall provide CCISD with Certificates of Insurance indicating such coverage prior to the beginning of any activities under this Agreement.

C. **Availability of Funds:** All expenditures made by City and CCISD, in fulfilling their obligations hereunder, shall be paid only from current revenues legally available to each party.

D. **Assignment:** Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties or obligations under this Agreement without the prior written permission of the other party to this Agreement. This Agreement inures to the benefit of and obligates only the parties executing this Agreement. No term or provision of this Agreement is intendent to benefit any benefit.

E. **Waiver:** No waiver of a breach or any provision of the Agreement by either party shall constitute a waiver of any subsequent breach of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

F. **Choice of Law and Venue:** All obligations of each party shall be performed in Callahan County, Texas. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement and the exclusive venue for any legal proceedings involving this Agreement shall be Callahan County, Texas.

G. **Notices:** Notices to CCISD shall be deemed given when delivered in person to the Superintendent of Schools or on the next business day after the mailing of said notice addressed to said CCISD by United States mail, certified or registered mail, return receipt requested, to 526 Shalimar Drive, Clyde, TX 79510. Notices to City shall be deemed given when delivered in person to the City Manager or on the next business day after the mailing of said notice addressed to said City by United States mail, certified or registered mail, return receipt requested, to 222 Oak Street, Clyde, TX 79510. The place for mailing notices for a party may be changed only upon written notice given to the other in the manner herein prescribed for notices sent to the last effective place of mailing for the notifying party.

H. **Legal Construction, Entire Agreement:** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, (1) such provision shall be fully severable, (2) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part of this Agreement, and (3) 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 from this Agreement. This Agreement is the entire agreement between CCISD and City as to the subject matter hereof, and is the sole and only agreement of the parties and supersedes any prior understanding or written or oral agreement relative to the subject matter hereof. This Agreement may be amended only by written instrument duly approved and executed by both parties.

APPROVED by the Board of Trustees of the Clyde Consolidated Independent School District, Clyde, Texas in a meeting held on the 27th day of July 2026.

Clyde Consolidated Independent School District

By: Robert Frost

PRESIDENT, Board of Trustees

ATTEST:

By: Bethany Powell

SECRETARY, Board of Trustees

APPROVED by the City of Clyde, Texas in a meeting held on the 14th day of July 2026.

City of Clyde, Texas

By: ______________________

____

ATTEST:

By: Connie Thornton

CITY SECRETARY

CLYDE CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

526 Shalimar Drive • Clyde, Texas 79510 • 325-893-4222 • FAX: 325-893-4024 • www.clydeisd.org

Bryan W. Allen, Superintendent

Empowering Leaders.
Committed to Success.

Superintendent Evaluation Instrument

Superintendent: Bryan W. Allen

Date of Review: January, 2027

Appraiser:________________________________

Performance Period: from January 2026 to January 2027

Major Job Goal: The Superintendent of Schools shall report to the Board of Trustees and be responsible for overall district leadership, administration, and management.

Directions: Review the indicators of effective performance under each domain for evaluation. Use the rating scale to rate each domain. Use the "comments" sections at the end of each domain to note specific aspects of the superintendent's performance that merit commendation or that represent deficiencies.

Rating Scale:

5 **Clearly Outstanding:** The Board or board member is very pleased with this aspect of the District or program. The superintendent should expend only adequate time and effort to maintain this level of performance.

4 **Above Standard Expectations:** The Board or board member is pleased with this aspect of the District or program. The superintendent should devote time and effort to maintenance at this level and pursue excellence at the appropriate time.

3 **Meets Standard Expectations:** While the Board or board member recognizes that this aspect of the District or program is acceptable, the superintendent should develop a plan and expend time and effort on improvements in this area.

2 **Below Standard Expectations**: The Board or board member has identified this aspect of the District or program as an area targeted for improvements. The superintendent should devote considerable time and effort to this end.

1 **Unacceptable:** The Board or board member is completely displeased with this aspect of the District or program. Improvement must occur immediately. The superintendent must make every effort to set and reach goals in a timely manner.

A rating of 2.0 or below in any domain should be accompanied by written comments specifying the reasons for the rating

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Bryan W. Allen, Superintendent

Empowering Leaders.
Committed to Success.

1. **The superintendent continuously works to ensure excellence in academic growth and achievement, as set forth in the Clyde CISD Strategic Direction Scorecard Section 1.1.**

   Circle one: 5 4 3 2 1

   COMMENTS:

2. **The superintendent continuously works to ensure that all students are college and/or career and/or military ready, as set forth in the Clyde CISD Strategic Direction Scorecard Section 1.2.**

   Circle one: 5 4 3 2 1

   COMMENTS:

3. **The superintendent continuously works to ensure the safety and well-being of all students, as set forth in the Clyde CISD Strategic Direction Scorecard Section 1.3.**

   Circle one: 5 4 3 2 1

   COMMENTS:

4. **The superintendent continuously works to ensure a high level of student engagement in extra-curricular and co-curricular activities, as set forth in the Clyde CISD Strategic Direction Scorecard Section 1.4.**

   Circle one: 5 4 3 2 1

   COMMENTS:

CLYDE CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

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Bryan W. Allen, Superintendent

Empowering Leaders.
Committed to Success.

5. **The superintendent continuously works to enhance and improve compensation and benefits to all employees, as set forth in the Clyde CISD Strategic Direction Scorecard Section 2.1.**

   Circle one: 5 4 3 2 1

   COMMENTS:

6. **The superintendent continuously works to recruit and retain highly effective staff, as set forth in the Clyde CISD Strategic Direction Scorecard Section 2.2.**

   Circle one: 5 4 3 2 1

   COMMENTS:

7. **The superintendent continuously works to build capacity and enhance training for teachers and staff, as set forth in the Clyde CISD Strategic Direction Scorecard Section 2.3.**

   Circle one: 5 4 3 2 1

   COMMENTS:

8. **The superintendent continuously works to increase parent/family engagement and satisfaction, as set forth in the Clyde CISD Strategic Direction Scorecard Section 3.1.**

   Circle one: 5 4 3 2 1

   COMMENTS:

9. **The superintendent continuously works to ensure strong community partnerships, as set forth in the Clyde CISD Strategic Direction Scorecard Section 3.2.**

Circle one: 5 4 3 2 1

COMMENTS:

10. **The superintendent continuously works to ensure long-range facility and asset planning, as set forth in the Clyde CISD Strategic Direction Scorecard Section 4.1.**

Circle one: 5 4 3 2 1

COMMENTS:

11. **The superintendent continuously works to promote operational efficiency and streamlined processes throughout the district, as set forth in the Clyde CISD Strategic Direction Scorecard Section 4.2.**

Circle one: 5 4 3 2 1

COMMENTS:

12. **The superintendent continuously works to ensure financial stewardship and transparent budget development processes, as set forth in the Clyde CISD Strategic Direction Scorecard Section 4.3.**

Circle one: 5 4 3 2 1

COMMENTS:

CLYDE CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

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Bryan W. Allen, Superintendent

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Committed to Success.

Summary Appraisal Report

OVERALL RATING (Sum of all points earned in Domains 1-12): ____________________

Rating Scale

45-60	**Exceptional**	**Performance exceeds expectations**
30-44	**Proficient**	**Performance meets expectations**
0-29	**Needs Improvement**	**Performance does not meet expectations**

Any rating of 2.0 or below in any area should be accompanied by written comments specifying the reasons for the rating. The board member has the option of attaching an addendum.

Summary Comments:

Growth Plan: __________ None Needed __________ Attached

Signatures:

Superintendent: ______________________________ Date: ______________

Board President: ______________________________ Date: ______________

Board Vice President: ______________________________ Date: ______________

Board Secretary: ______________________________ Date: ______________

Board Trustee: ______________________________ Date: ______________

Board Trustee: ______________________________ Date: ______________

Board Trustee: ______________________________ Date: ______________

Board Trustee: ______________________________ Date: ______________

Cost Savings Case Studies

Purpose

This information is being provided by Region 14 as part of the report provided by the Education Service Centers (ESCs) of Texas to the Commissioner of Education pursuant to Rider 24 of the Appropriations Bill from the 89th Legislative Session. This is a case study of the cost savings school districts experienced by using products and services provided by ESCs during the 2024-2025 school year.

LEA Name CLYDE ISD

School District Demographics

WADA	Student Enrollment	Percentage White	Percentage Hispanic	Percentage African/American	Percentage Other	Percentage Economically Disadvantaged	Total FTE
2114.73	1392	77.8	17.1	1.01	4.1	41.59	228

Key Services Provided By ESC

ESCs provide a wide array of services and products to school districts under multiple pricing structures. For purposes of this report, data was collected on services in the following four categories: Professional Development, ESC Products, Direct Services, and Technical Assistance.

Professional Development (PD)

Number of PD Training Hours Provided to District by ESC	Number of Attendees	Total Cost for PD	Total Estimated Cost without ESC
2855	467	$30,459.00	$317,000.00

Products

Number of ESC Products Purchased by District	Total Cost of Products	Total Estimated Cost without ESC
2	$20,131.00	$411,232.00

Direct Services

Number of ESC Direct Services Purchased by District	Total Cost of Direct Services	Total Estimated Cost without ESC
5	$88,532.00	$265,176.00

Technical Assistance

Number of Technical Assistance Hours Provided to District by ESC	Total Number of Contacts	Total Cost of Technical Assistance	Total Estimated Cost without ESC
303	740	$277.00	$288,571.00

Cost Savings

Cost Savings From Professional Development	Cost Savings From Products	Cost Savings From Direct Services	Cost Savings from Technical Assistance	Total Cost Savings from ESC	Total Cost Savings Per WADA from ESC
$286,541.00	$391,101.00	$176,644.00	$288,294.00	$1,142,580.00	540.2959243

Certification: I certify to the best of my knowledge and belief that this report is correct and complete.

Name of Authorized Certifying Official: Bryan W. Allen B W Allen *Telephone # (325) 893-4222*

Title of Certifying Official and District: Superintendent *Email: ballen@clydeisd.org*

Date Submitted: June 22, 2026

Contract # 2113 - Contract for Services

Program	Units	$ Fee	$ Adjusted fee	$ Local funding	$ State funding	$ Federal funding
Advanced Academic Services		6,500.00	6,500.00	6,500.00	0.00	0.00
Ascender Business Software and Support Services		23,328.00	23,328.00	23,328.00	0.00	0.00
Ascender Student Software and Support Services		34,992.00	34,992.00	34,992.00	0.00	0.00
Bilingual/ESL		300.00	300.00	300.00	0.00	0.00
Building Effective Leaders Academy	4 users	750.00	750.00	750.00	0.00	0.00
Counselor Consortium	4 users	500.00	500.00	500.00	0.00	0.00
Curriculum Consultant	10 days	6,000.00	6,000.00	6,000.00	0.00	0.00
Digital Innovation		4,500.00	4,500.00	4,500.00	0.00	0.00
Discovery Education Experience - DEX	1424 students	2,948.00	2,948.00	2,948.00	0.00	0.00
Eduphoria!		18,865.55	18,865.55	18,865.55	0.00	0.00
Exchange/Ascender Partnership	1 students	0.00	0.00	0.00	0.00	0.00
Safe and Effective Schools	1 days	700.00	700.00	700.00	0.00	0.00
School Health		4,500.00	4,500.00	4,500.00	0.00	0.00
Texas Essential Knowledge and Skills Resource System (TEKS R S)		9,546.00	9,546.00	9,546.00	0.00	0.00
Texas Student Data System Support (TSDS)		5,150.00	5,150.00	5,150.00	0.00	0.00
		Totals	$118,579.55	$118,579.55	$0.00	$0.00

Contract # 2113 - Cooperatives

Program	Participating
West Texas Food Service Coop	Yes

Contract # 2113 - Shared Service Arrangements

Program	Participating	$ Funding	$ Passed to ESC	$ Flow to ISD
Early Head Start	No			
ESEA Title III Part A	Yes	468.00	468.00	0.00
Head Start	Yes	0.00	0.00	0.00
Strengthening Career & Technical Education for the 21st Century Act SSA (Perkins V)	Yes	12,377.00	12,377.00	0.00
Title II, Part A	Yes	39,733.00	9,933.00	29,800.00
Title IV	No			
	Totals	$52,578.00	$22,778.00	$29,800.00

Clyde Consolidated Independent School District
2026-27 Teacher Appraisal Calendar & Approved Appraisers

Contractual/Appraisal periods for all teachers

August 10, 2026– May 21, 2027

Orientation for New Teachers to the District

No later than September 21 and at least two weeks before the first observation

- Provide appraisal calendar and T-TESS waiver within three weeks from the first day of instruction

Review Data, Self-Assessment & Establish Goals (Professional Development Plan)

August 19, 2026 – September 21, 2026

Time to conduct formal observations:

September 22, 2026 – April 9, 2027
The two weeks after orientation to T-TESS are excluded from formal observations

Days on which formal observation may not be conducted

November 20, 2026
December 18, 2026
January 5, 2027
March 5, 2027

- Additionally, any date that a state-mandated assessment is scheduled for the students in the teacher's class or grade level.

Goal Setting/End of Year Conference (EOY)

April 13, 2027 -- May 3, 2027

- EOY conference must be held no later than 15 working days before the last day of instruction for students
    - TIA teachers will be able to sign a waiver for their EOY conference to be held later because of the EOY data needed to complete the process

Approved Appraisers:

Dr. Paula Kinslow
Mr. Casey Hodges
Mrs. Mildred Petty
Mrs. Jamie Munoz
Mrs. Erin Davis
Mr. Joshua Parker
Ms. Lee Wheeler
Mrs. Callie Van Hoff
Mr. Brent Cofer

Clyde Consolidated Independent School District 2026-2027
Principal Appraisal Calendar & Approved Appraisers

Contractual/Appraisal periods for all administrators

August 3, 2026 – June 23, 2027

Orientation to T-PESS & Pre-Evaluation Conference

September 2, 2026 – September 13, 2026

Review Data, Self-Assessment & Establish Goals (Professional Development Plan)

September 3, 2026 – September 13, 2026

Mid-Year Conference

January 5, 2027 – February 5, 2027

Goal Setting/End of Year Conference

May 21, 2027 – June 23, 2027

Approved Appraisers:

Mr. Bryan Allen

Dr. Paula Kinslow

Mrs. Jamie Munoz

Mr. Casey Hodges

Mrs. Mildred Petty

Mr. Joshua Parker

Meal Price Recommendations for SY 26-27

The PLE Tool was created to help School Food Authorities (SFAs) calculate their paid lunch price increase requirement and/or non-Federal source contributions to meet the requirements specified in 7 CFR 210.14(e). If the pricing requirements calculated by the PLE Tool are not met or are exceeded, the PLE Tool will also calculate any amounts, including credits or deficits carried over into the next year. Note, the weighted average prices calculated in the PLE Tool are the weighted average of all student paid lunch prices charged in the SFA.

For SY 2026-2027, SFAs which, on a weighted average, charge less than the target weighted average price of $4.16f or paid lunches in SY 2025-2026 are required to adjust their weighted average lunch price or add non-Federal funds to the non-profit school food service account. SFAs are reminded that they must use their unrounded adjusted average paid lunch price requirement from SY 2025-2026 when calculating the weighted average lunch price increase for SY 2026-2027. For example, if the unrounded SY 2025-2026 requirement was $4.08 but the SFA opted to round down to a lower price, the calculation of the SY 2026-2027 requirement is based on the SY 2025-2026 unrounded requirement. If an SFA raised its weighted average paid lunch price above the required amount in SY 2025-2026, that excess paid lunch price increase may be subtracted from the total SY 2026-2027 paid lunch price increase requirement. SFAs must keep sufficient records to document and carry forward the weighted average price calculations. Additionally, if an SFA did not raise its weighted average adjusted paid lunch price sufficiently to meet the required amount in SY 2025-2026, the shortfall must be added to the total SY 2026-2027 average weighted paid lunch price adjustment requirement.

With these meal price recommendations for SY 26-27 we will be meeting the price requirements. Last year we did not raise the meal prices.

Thank you,
Melanie Brown, Child Nutrition Director

SFA NAME: Clyde CISD

SY 26-27 Weighted Average Price Requirement Calculator

Step 1

The weighted average price is based on adjusting the SY 2025-26 price requirement by the 2% rate increase plus the Consumer Price Index (3.85%).

Unrounded Price Requirement for SY 2025-26	Weighted Average Price Requirement for SY 2026-27
Found in Section 1, Block A of the PLE Report from SY 2025-26 or in cell B32 of the Annual Unrounded Requirement Finder	Requirement to the nearest cent
$ 4.08	$4.16

If the Unrounded Price Requirement for SY 2025-26 is not known, the Unrounded Price Requirement from the most recent school year can be used.

Annual Unrounded Requirement Finder

Only used when the Unrounded Price Requirement for SY 2025-26 or the most recent school year is not known.

(Optional Step)

Weighted Average Price for SY 2010-11
Enter the weighted average price of all paid lunches charged in the SFA for SY 2010-11.
$ 2.18

If the Weighted Average Price for SY 2010-2011 is not known, complete the SY 10-11 Price Calculator to obtain this value.

SY 10-11 Price Calculator

The Unrounded Price Requirement for SY 2025-2026 will be based on the price requirements for SY 2011-2012 to SY 2024-2025.

Previous School Years	Unrounded Price Requirement to the nearest cent	
2011-2012	$ 2.25	
2012-2013	$ 2.34	
2013-2014	$ 2.46	
2014-2015	$ 2.57	
2015-2016	$ 2.68	
2016-2017	$ 2.78	
2017-2018	$ 2.86	
2018-2019	$ 2.92	
2019-2020	$ 3.00	
2020-2021	$ 3.09	
2021-2022	$ 3.18	
2022-2023	$ 3.31	
2023-2024	$ 3.56	
2024-2025	$ 3.85	
2025-2026	$ 4.08	Enter this value into cell A7

Select the calculator based on the method chosen to meet the Weighted Average Price Requirement for SY 2026-27:

Method 1: SY 26-27 Price Raise Calculator

Method 2: SY 26-27 Non-Federal Calculator

Method 3: SY 26-27 Split Calculator

To review the instructions for the SY 26-27 Requirement Calculator:

Instructions

Attention: Users should only enter information in the cells highlighted in green. Modifications should not be made to the tool as changes can cause an incorrect new average price to be calculated which will impact future calculations.

March 2026

Meal Prices Current & Recommended 2026-2027

Current 2025-2026 Prices:		Recommended 2026-2027 Prices:	
Breakfast Grades PK-12	$2.75	Breakfast Grades PK-12	$3.00
Reduced Price Breakfast PK-12	$0.00	Reduced Price Breakfast PK-12	$0.00
Adult & Visitor Breakfast	$3.75	Adult & Visitor Breakfast	$4.00
Lunch Elementary Grades PK-2	$3.75	Lunch Elementary Grades PK-2	$4.00
Lunch Intermediate Grades 3-5	$4.00	Lunch Intermediate Grades 3-5	$4.25
Lunch Jr. High Grades 6-8	$4.00	Lunch Jr. High Grades 6-8	$4.25
Lunch High School Grades 9-12	$4.00	Lunch High School Grades 9-12	$4.25
Reduced Price Lunch PK-12	$0.00	Reduced Price Lunch PK-12	$0.00
Adult & Visitor Lunch	$5.25	Adult & Visitor Lunch	$5.25

Price of Adult Meals

The charge for adult meals must, at a minimum, be greater than the amount of total reimbursement received for a free meal plus any other supplemental payments received by the CE plus per-meal value of USDA Foods (Commodities) used for the meal service. The meal price for adult visitors may be higher than the price paid by adult CE employees.

Method 1 Lunch	
Federal Funds/Reimbursement Rate	Amount CE Receives
Paid Reimbursement Rate	$ 0.44
Performance-Based Rate	$ 0.09
Severe Need Lunch Rate	
USDA Foods Rate	$ 0.45
Total Federal Funds Received	$ 0.98
Highest Local Student Price Charged	$ 4.25
Minimum Adult Charge	**$ 5.23**

Method 1 Breakfast	
Federal Funds/Reimbursement Rate	Amount CE Receives
Paid Reimbursement Rate	$ 0.40
USDA Foods Rate (Add if USDA Foods are used at breakfast)	$ 0.45
Total Federal Funds Received	$ 0.85
Highest Local Student Price Charged	$ 3.00
Minimum Adult Breakfast Charge	**$ 3.85**

06/08/2026

FORM D

TASB ENDORSEMENT FORM

DATE: July 27, 2026

Our school board endorses the candidacy of the following individual nominated to fill a position on the TASB Board of Directors.

CANDIDATE INFORMATION

NAME: Cameron Wiley

SCHOOL DISTRICT: Abilene Wylie ISD

Board action must be taken no earlier than June 26, 2026, and no later than August 21, 2026

This endorsement was approved by our school district's board of trustees at a duly called meeting on

July 27, 2026.
(Date)

Best regards,

____
(Signature of board president or officer)

PRINTED NAME: Robert Frost

SCHOOL DISTRICT: Clyde CISD

MAILING ADDRESS: 526 Shalimar

CITY: Clyde, Texas ZIP: 79510

This form is to be used to endorse a nominated individual from a board of trustees within your TASB Region who is a timely candidate for a position on the TASB Board of Directors.

Must be received by TASB on or before AUGUST 21, 2026.

RETURN TO: E-mail: boardcommunications@tasb.org

TASB Director Candidates

*Indicates Large District Director Positions
(I) Incumbents

REGION/POSITION	DIRECTOR	DISTRICT	TERM
Region 2	Kristi Littleton (I)	Port Aransas ISD	2026–2028
Region 4, Position A	Marques Holmes (I)	Humble ISD	2026–2027
Region 4, Position B	Winford Adams, Jr.	Spring ISD	2026–2029
	Ann Williams	Alief ISD	
Region 4, Position G*	Shirley Rose-Gilliam	Fort Bend ISD	2026–2029
Region 6, Position B*	Vacant	Conroe ISD	2026–2028
Region 8	Thomas Darden (I)	Cooper ISD	2026–2029
Region 10, Position D	Nichole Bentley	Coppell ISD	2026–2029
	Marvin Bobo	Lovejoy ISD	
	Cyndi Darland	Princeton ISD	
	DeAndrea Fleming	DeSoto ISD	
	Lee Guidry	Italy ISD	
	Harvey Oaxaca	McKinney ISD	
	Jessica Ward	Midlothian ISD	
	Denishea Williams	Cedar Hill ISD	
Region 10, Position E*	Dynette Davis (I)	Frisco ISD	2026–2029
Region 11, Position C	Justin Chapa (I)	Arlington ISD	2026–2029
Region 13, Position B	Ana Cortez	Manor ISD	2026–2029
	Stephen Mackey (I)	Blanco ISD	
	Ed Navarette	Florence ISD	
Region 14	Cameron Wiley	Wylie ISD-Taylor County	2026–2029
Region 15	Ami Mizell-Flint	San Angelo ISD	2026–2029
	Tim Wilson	Brownwood ISD	
Region 20, Position A	Florinda Bernal	Southwest ISD	2026–2029
	Ginger Friesenhahn (I)	East Central ISD	
	Jaclyn Gonzales	Uvalde CISD	
	Louie Luna	Harlandale ISD	
	Mary Belle Unger-Robles	Southside ISD	
Region 20, Position B*	Karla Duran	Northside ISD-Bexar County	2026–2029

FORM B

TASB BOARD CANDIDATE BIOGRAPHICAL SKETCH

DATE: 12 May 2026 ____________

NAME: Cameron D. Wiley

MAILING ADDRESS: [redacted]

CITY: [redacted] ZIP: [redacted]

BUSINESS PHONE: ____________ RESIDENCE PHONE: ____________

CELL PHONE: [redacted] FAX NUMBER (if applicable): ____________

We communicate with our Board members primarily via e-mail. Please list your preferred email address.

E-MAIL: [redacted]

SCHOOL DISTRICT: Abilene Wylie ISD

LOCAL TERM EXPIRES: 5/2027 (Month/year) YEARS ON BOARD: 5

Upon expiration of current term on your local board, will you seek reelection?

YES_X___ NO____

BOARD POSITIONS HELD (including dates): Place 7, 2021-2026, Secretary

OCCUPATION: Community Engagement Specialist

CURRENT EMPLOYER: Vantage DATES: 05/2026 - Present

EDUCATION-HIGH SCHOOL: Kennedale High School COLLEGE: Texas A&M University

OTHER EDUCATION: Bowling Green State DEGREES: Master of Business Admin, Bachelor of Science

HOBBIES/SPECIAL INTERESTS: Family time, church, volunteering, watching sports.

BUSINESS/PROFESSIONAL/CIVIC GROUP MEMBERS (offices held including dates):

Chair Big Country VOAD (Current), Board member for Mentoring Alliance (Current), Abilene Young Professionals President 2020

ADDITIONAL COMMENTS:

Please attach a short bio and include a current picture in jpeg format.

Cameron Wiley is the Community Relations Liaison for Vantage Data Centers, where he leads efforts to build strong partnerships between the company and the communities it serves. In this role, he focuses on workforce development, strategic engagement, and aligning regional stakeholders with the growing demands of digital infrastructure.

Prior to joining Vantage, Cameron served as an Industry Relations Specialist for Texas State Technical College, where he worked closely with employers across West Texas to develop workforce pipelines aligned with real industry needs. His work centered on connecting businesses to talent and supporting TSTC's mission of placing Texans in great paying jobs through hands-on, skills based education.

Cameron is a retired United States Air Force Master Sergeant, having served 20 years in aircraft maintenance and leadership roles supporting F-15, F-16 and B-1 operations around the globe. He retired from Dyess Air Force Base, where he and his family put down roots, fell in love with Abilene and the Big Country community, and chose to make it home. His military experience shaped a leadership approach grounded in accountability, execution, and team development.

He remains actively involved in his community, serving as a school board trustee for Wylie Independent School District and as Chair of the Big Country Volunteer Organizations Active in Disasters, where he helps coordinate regional disaster response efforts in partnership with local agencies.

Cameron holds a Master of Business Administration from Texas A&M University Mays Business School, a Bachelor of Science in Technology from Bowling Green State University, and two associate degrees from the Community College of the Air Force in Human Resources and Applied Science.

He and his wife, [redacted] a seventh and eighth grade advanced math teacher at Wylie West Junior High, live in Abilene for the last 10 years with their daughter [redacted] while their eldest daughter [redacted] attends Texas A&M University in College Station as a sophomore, majoring in Animal Science.

FORM D

TASB ENDORSEMENT FORM

DATE: July 27, 2026

Our school board endorses the candidacy of the following individual nominated to fill a position on the TASB Board of Directors.

CANDIDATE INFORMATION

NAME: Cameron Wiley

SCHOOL DISTRICT: Abilene Wylie ISD

Board action must be taken no earlier than June 26, 2026, and no later than August 21, 2026

This endorsement was approved by our school district's board of trustees at a duly called meeting on

July 27, 2026.
(Date)

Best regards,

Robert Frost
(Signature of board president or officer)

PRINTED NAME: Robert Frost

SCHOOL DISTRICT: Clyde CISD

MAILING ADDRESS: 526 Shalimar

CITY: Clyde, Texas ZIP: 79510

This form is to be used to endorse a nominated individual from a board of trustees within your TASB Region who is a timely candidate for a position on the TASB Board of Directors.

Must be received by TASB on or before AUGUST 21, 2026.

RETURN TO: E-mail: boardcommunications@tasb.org

THE BOARD OF TRUSTEES
CLYDE CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

RESOLUTION OF THE BOARD OF TRUSTEES TO DECLARE A GOOD CAUSE EXCEPTION TO TEXAS EDUCATION CODE 37.0814

WHEREAS, Texas Education Code section 37.0814 requires that each school district board of trustees determine the appropriate number of armed security officers for each district campus and sets a target of one armed security officer present during regular school hours at each district campus; and

WHEREAS, Section 37.0814 defines "armed security officer" as a school district peace officer, a school resource officer, or a commissioned peace officer employed as security personnel; and

WHEREAS, due to a lack of funding and qualified personnel, the Clyde CISD, working with the Clyde Police Department, has thus far been unable to secure a qualified, armed security officer for each district campus in accordance with Texas Education Code 37.0814(c) and (d); and

WHEREAS, Clyde CISD is committed to the safety and security of all students and staff and has and will continue to make reasonable efforts secure a qualified armed security officer for each district campus; and

WHEREAS, the Board of Trustees has received and considered proposed standards for campus security personnel, consisting of the Clyde CISD School Guardian Program;

NOW, THEREFORE, BE IT RESOLVED, that:

1. the Board of Trustees of the Clyde Consolidated Independent School District hereby determines that Clyde CISD is unable to ensure that at least one armed security officer, as defined by law, is present during regular school hours at each district campus; and

2. the Board of Trustees of Clyde Consolidated Independent School District claims a "good cause exception" and adopts the standards for campus security personnel through the Clyde CISD School Guardian Program; and

3. each campus will have access to an armed school guardian; and

4. the Board of Trustees hereby directs the Superintendent or designee to ensure the creation and maintenance of proper documentation of the District's compliance with Texas Education Code 37.0814 and the standards adopted herein; and

5. authorizes the Superintendent or designee to take all other reasonable steps necessary to effectuate the intent of this resolution.

Adopted by the vote of a majority of members of the Board of Trustees of the Clyde CISD present and voting at an open meeting of the Board on the 18th day of August, 2025, at which a quorum was present:

_________________________ ______________________________

Presiding Officer Attest

THE BOARD OF TRUSTEES
CLYDE CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

RESOLUTION OF THE BOARD OF TRUSTEES TO DECLARE A GOOD CAUSE EXCEPTION TO TEXAS EDUCATION CODE 37.0814

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5. authorizes the Superintendent or designee to take all other reasonable steps necessary to effectuate the intent of this resolution.

Adopted by the vote of a majority of members of the Board of Trustees of the Clyde CISD present and voting at an open meeting of the Board on the 18th day of August, 2025, at which a quorum was present:

Robert Frost
Presiding Officer

Bethany Powell
Attest

Instruction Sheet

TASB Localized Policy Manual Update 127

Clyde CISD

Code	Type	Action To Be Taken	Note
ATTN	(NOTE)	No policy enclosed	See explanatory note
AIA	(LEGAL)	Replace policy	Revised policy
AIB	(LEGAL)	Replace policy	Revised policy
AIC	(LEGAL)	Replace policy	Revised policy
BAA	(LEGAL)	Replace policy	Revised policy
BJA	(LEGAL)	Replace policy	Revised policy
BJCF	(LOCAL)	Replace policy	Revised policy
CAA	(LOCAL)	Replace policy	Revised policy
CBB	(LEGAL)	Replace policy	Revised policy
CE	(LEGAL)	Replace policy	Revised policy
CFB	(LOCAL)	No policy enclosed	See explanatory note
CHE	(LEGAL)	Replace policy	Revised policy
CKEA	(LEGAL)	Replace policy	Revised policy
CKEB	(LEGAL)	Replace policy	Revised policy
CMD	(LEGAL)	Replace policy	Revised policy
CNC	(LEGAL)	Replace policy	Revised policy
COA	(LEGAL)	Replace policy	Revised policy
CPC	(LEGAL)	Replace policy	Revised policy
CQA	(LEGAL)	Replace policy	Revised policy
D	(LEGAL)	Replace table of contents	Revised table of contents
DC	(LEGAL)	Replace policy	Revised policy
DC	(LOCAL)	Replace policy	Revised policy
DCA	(LEGAL)	Replace policy	Revised policy
DEAA	(LEGAL)	Replace policy	Revised policy
DF	(LEGAL)	Replace policy	Revised policy
DFBA	(LEGAL)	Replace policy	Revised policy
DFE	(LEGAL)	Replace policy	Revised policy
DH	(LEGAL)	Replace policy	Revised policy
DH	(LOCAL)	Replace policy	Revised policy
DH	(EXHIBIT)	DELETE exhibit	See explanatory note
DHA	(LEGAL)	ADD policy	See explanatory note
DHB	(LEGAL)	Replace policy	Revised policy
DHC	(LEGAL)	Replace policy	Revised policy
DK	(LEGAL)	Replace policy	Revised policy

Instruction Sheet

TASB Localized Policy Manual Update 127

Clyde CISD

Code	Type	Action To Be Taken	Note
DP	(LEGAL)	DELETE policy	See explanatory note
DP	(LOCAL)	DELETE policy	See explanatory note
DPA	(LEGAL)	ADD policy	See explanatory note
DPA	(LOCAL)	ADD policy	See explanatory note
DPB	(LEGAL)	Replace policy	Revised policy
DPB	(LOCAL)	ADD policy	See explanatory note
DPC	(LEGAL)	ADD policy	See explanatory note
EB	(LEGAL)	Replace policy	Revised policy
EFA	(LEGAL)	Replace policy	Revised policy
EHAC	(LEGAL)	Replace policy	Revised policy
EHBB	(LEGAL)	Replace policy	Revised policy
EHBB	(LOCAL)	Replace policy	Revised policy
EHBCA	(LEGAL)	Replace policy	Revised policy
EHBG	(LOCAL)	Replace policy	Revised policy
EHDD	(LEGAL)	Replace policy	Revised policy
EKB	(LEGAL)	Replace policy	Revised policy
FA	(LEGAL)	Replace policy	Revised policy
FDA	(LEGAL)	Replace policy	Revised policy
FED	(LEGAL)	Replace policy	Revised policy
FFAC	(LEGAL)	Replace policy	Revised policy
FFEB	(LEGAL)	Replace policy	Revised policy
FFF	(LOCAL)	Replace policy	Revised policy
FM	(LEGAL)	Replace policy	Revised policy
FOA	(LEGAL)	Replace policy	Revised policy
GKA	(LEGAL)	Replace policy	Revised policy
GKD	(LEGAL)	Replace policy	Revised policy
GNC	(LEGAL)	Replace policy	Revised policy

(LOCAL) Policy Comparisons

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

In this packet, you will find:

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

Annotations are shown as follows:

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

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

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

Contact us:

School Districts and Education Service Centers, call 800-580-7529 or email policy.service@tasb.org.

Community Colleges, call 800-580-1488 or email colleges@tasb.org.

Reasons

The Board's decision not to renew the Superintendent's contract shall not be based on the Superintendent's exercise of Constitutional rights or based unlawfully on race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law. Reasons for the nonrenewal of the Superintendent's contract shall be:

1. Deficiencies pointed out in evaluations, supplemental memoranda, or other communications.

2. Failure to fulfill duties or responsibilities.

3. Incompetency or inefficiency in the performance of duties.

4. Insubordination or failure to comply with Board directives.

5. Failure to comply with Board policies or administrative regulations.

6. Failure of the District to make measurable progress toward the goals stated in the District improvement plan. [See BQ]

7. Conducting personal business during school hours when it results in neglect of duties.

8. Drunkenness or excessive use of alcoholic beverages; or possession, use, or being under the influence of alcohol or alcoholic beverages while on District property, while working in the scope of the employee's duties, or while attending any school- or District-sponsored activity.

9. The illegal possession, use, manufacture, or distribution of a controlled substance, a drug, a dangerous drug, hallucinogens, or other substances regulated by state statutes.

10. Failure to meet the District's standards of professional conduct.

11. Failure to report to the Board any arrest, indictment, conviction, no contest or guilty plea, or other adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL). [See DH]

12. Conviction of or deferred adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL); or conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony. [See DH]

13. Failure to comply with reasonable District requirements regarding advanced coursework or professional improvement and growth.

14. Disability, not otherwise protected by law, that prevents the Superintendent from performing the essential functions of the job, with or without reasonable accommodation.

15. Any activity, school-connected or otherwise, that, because of publicity given it or knowledge of it among students, faculty, or the community, impairs or diminishes the Superintendent's effectiveness in the District.

16. Any breach by the Superintendent of an employment contract or any reason specified in the Superintendent's employment contract.

17. Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, staff, or the Board.

18. Behavior that presents a danger of physical harm to a student or other individuals.

19. Assault on a person on District property or at a school-related function, or on an employee, student, or student's parent regardless of time or place.

20. Use of profanity in the course of performing any duties of employment, whether on or off District premises, in the presence of students, staff, or members of the public, if reasonably characterized as unprofessional.

21. Falsification of records or other documents related to the District's activities.

22. Falsification or omission of required information on an employment application.

23. Misrepresentation of facts to the Board or other District officials in the conduct of District business.

24. Failure to fulfill or maintain requirements for Superintendent certification, unless granted a waiver by the commissioner of education.

25. Any attempt to encourage or coerce a child to withhold information from the child's parent or from other District personnel.

26. Any reason that makes the employment relationship void or voidable, such as a violation of federal, state, or local law.

27. Engaging in or assigning to another individual, whether intentionally or knowingly, an instruction, guidance, activities, or programming prohibited by law. [See EMB]

28. Engaging in or assigning to another individual, whether intentionally or knowingly, diversity, equity, and inclusion duties prohibited by law.

~~27.~~29. Any reason constituting good cause for terminating the contract during its term.

Notice of Proposed Nonrenewal

If the Board determines that the Superintendent's contract should be considered for nonrenewal, the Board shall deliver to the Superintendent written notice of the proposed nonrenewal in accordance with law.

Request for Hearing

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

Hearing Procedure

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

The conduct of the hearing shall be under the presiding officer's control and shall generally follow the steps listed below:

1. After consultation with the parties, the presiding officer shall impose reasonable time limits for presentation of evidence and closing arguments.

2. The hearing shall begin with the Board's presentation, supported by such proof as it desires to offer.

3. The Superintendent may cross-examine any witnesses for the Board.

4. The Superintendent may then present such testimonial or documentary proofs, as desired, to offer in rebuttal or in general support of the contention that the contract be renewed.

5. The Board may cross-examine any witnesses for the Superintendent and offer rebuttal to the testimony of the Superintendent's witnesses.

6. Closing arguments may be made by each party.

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

Board Decision

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

No Hearing

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

All Trustees, employees, vendors, contractors, agents, consultants, volunteers, and any other parties who are involved in the District's financial transactions shall act with integrity and diligence in duties involving the District's fiscal resources.

Note: See the following policies and/or administrative regulations regarding conflicts of interest, ethics, and financial oversight:

- Code of ethics:
  - for Board members — BBF
  - for employees — ~~DH~~DHA
- Financial conflicts of interest:
  - for public officials — BBFA
  - for all employees — DBD
  - for vendors — CHE
- Compliance with state and federal grant and award requirements: CB, CBB
- Financial conflicts and gifts and gratuities regarding federal funds: CB, CBB
- Systems for monitoring the District's investment program: CDA
- Budget planning and evaluation: CE
- Compliance with accounting regulations: CFC
- Activity fund management: CFD
- Criminal history record information for employees: DBAA, DC
- Disciplinary action for fraud by employees: DCD, DCE, and DF series

Fraud and Financial Impropriety

The District prohibits fraud and financial impropriety, as defined below, in the actions of its Trustees, employees, vendors, contractors, agents, consultants, volunteers, and others seeking or maintaining a business relationship with the District.

Definition

Fraud and financial impropriety shall include but not be limited to:

1. Forgery or unauthorized alteration of any document or account belonging to the District.
2. Forgery or unauthorized alteration of a check, bank draft, or any other financial document.

3. Misappropriation of funds, securities, supplies, or other District assets, including employee time.
4. Impropriety in the handling of money or reporting of District financial transactions.
5. Profiteering as a result of insider knowledge of District information or activities.
6. Unauthorized disclosure of confidential or proprietary information to outside parties.
7. Unauthorized disclosure of investment activities engaged in or contemplated by the District.
8. 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. [See CB, DBD]
9. Inappropriately destroying, removing, or using records, furniture, fixtures, or equipment.
10. Failure to provide financial records required by federal, state, or local entities.
11. Failure to disclose conflicts of interest as required by law or District policy.
12. Any other dishonest act regarding the finances of the District.
13. Failure to comply with requirements imposed by law, the awarding agency, or a pass-through entity for state and federal awards.

Financial Controls and Oversight

Each employee who supervises or prepares District financial reports or transactions shall set an example of honest and ethical behavior and shall actively monitor his or her area of responsibility for fraud and financial impropriety.

Fraud Prevention

The Superintendent shall maintain a system of internal controls to deter and monitor for fraud or financial impropriety in the District.

Reports

Any person who suspects fraud or financial impropriety in the District shall report the suspicions immediately to a person with authority to investigate the suspicions, including any supervisor, the Superintendent, the Board President, or local law enforcement.

Reports of suspected fraud or financial impropriety shall be treated as confidential to the extent permitted by law. Limited disclosure may be necessary to complete a full investigation or to comply with law. All employees involved in an investigation shall be advised to keep information about the investigation confidential.

Protection from Retaliation

Neither the Board nor any District employee shall unlawfully retaliate against a person who in good faith reports perceived fraud or financial impropriety. [See DG]

Fraud Investigations

In coordination with legal counsel and other internal or external departments or agencies, as appropriate, the Superintendent, Board President, or a designee shall promptly investigate reports of potential fraud or financial impropriety.

Response

If an investigation substantiates a report of fraud or financial impropriety, the Superintendent shall promptly inform the Board of the report, the investigation, and any responsive action taken or recommended by the administration.

If an employee is found to have committed fraud or financial impropriety, the Superintendent shall take or recommend appropriate disciplinary action, which may include termination of employment. If a contractor or vendor is found to have committed fraud or financial impropriety, the District shall take appropriate action, which may include cancellation of the District's relationship with the contractor or vendor.

When circumstances warrant, the Board, Superintendent, or a designee may refer matters to appropriate law enforcement or regulatory authorities. In cases involving monetary loss to the District, the District may seek to recover lost or misappropriated funds.

The final disposition of the matter and any decision to file a criminal complaint or to refer the matter to the appropriate law enforcement or regulatory agency for independent investigation shall be made in consultation with legal counsel.

Federal Awards Disclosure

In connection with federal awards, the District shall promptly disclose in writing whenever the District has credible evidence of the commission of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in federal law, including the Civil False Claims Act. This provision applies to any activities or subawards of a federal award. [See CBB]

Analysis of Fraud

After any investigation substantiates a report of fraud or financial impropriety, the Superintendent shall analyze conditions or factors that may have contributed to the fraudulent or improper activity. The Superintendent shall ensure that appropriate administrative procedures are developed and implemented to prevent future misconduct. These measures shall be presented to the Board for review.

Personnel Duties

The Superintendent shall define the qualifications, duties, and responsibilities of all positions and shall ensure that job descriptions are current and accessible to employees and supervisors.

Posting Vacancies

The Superintendent ~~or designee~~ shall establish guidelines for advertising employment opportunities and posting notices of vacancies. These guidelines shall advance the Board's commitment to equal opportunity employment and to recruiting well-qualified candidates. Current District employees may apply for any vacancy for which they have appropriate qualifications.

Applications

All applicants shall complete the application form supplied by the District. Information on applications shall be confirmed before a contract is offered for a contractual position and before hiring or as soon as possible thereafter for a noncontractual position.

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

Employment of Contractual Personnel

The Superintendent has sole authority to make recommendations to the Board regarding the selection of contractual personnel.

The Board retains final authority for employment of contractual personnel. [See DCA, DCB, DCC, and DCE as appropriate]

Employment of Noncontractual Personnel

Note: For employment of a bus driver related to a Board member or the Superintendent, see DBE(LEGAL).

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

Employment Assistance Prohibited

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

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

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

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

Violations of Standards of Conduct

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

Weapons Prohibited

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

Exceptions

No violation of this policy occurs when:

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

Electronic Communication

Use with Students

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

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

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

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

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

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

Personal Use

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

Reporting Improper Communication

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

Disclosing Personal Information

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

Prohibited Classroom Instruction or Activities

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

Prohibited Diversity, Equity, and Inclusion Duties

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

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

[See BT(LEGAL)]

Social Transitioning

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

Safety Requirements

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

Harassment or Abuse

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

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

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

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

Relationships with Students

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

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

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

Tobacco and Nicotine Products and E-Cigarettes

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

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

Alcohol and Drugs / Notice of Drug-Free Workplace

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

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

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

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

Exceptions

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

1. Manufactures, possesses, or dispenses a substance listed above as part of the employee's job responsibilities;
2. Uses or possesses a controlled substance or drug authorized by a licensed physician prescribed for the employee's personal use; or

3. Possesses a controlled substance or drug that a licensed physician has prescribed for the employee's child or other individual for whom the employee is a legal guardian.

Sanctions

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

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

Notice

Employees shall receive a copy of this policy.

Arrests, Indictments, Convictions, and Other Adjudications

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

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

Dress and Grooming

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

~~***Note:*** This local policy has been revised in accordance with the District’s innovation plan. [See AF(LOCAL)]~~

~~Principal Qualifications~~

~~In addition to the minimal certification requirement, a principal shall have at least:~~

1. ~~Working knowledge of curriculum and instruction;~~
2. ~~The ability to evaluate instructional program and teaching effectiveness;~~
3. ~~The ability to manage budgets and personnel and to coordinate campus functions;~~
4. ~~The ability to explain policy, procedures, and data;~~
5. ~~Strong communications, public relations, and interpersonal skills;~~
6. ~~Prior experience in instructional leadership roles; and~~
7. ~~Other qualifications deemed necessary by the Board and included in the job description.~~

~~School Counselors~~

~~In accordance with the District’s innovation plan, the District is exempt from the state law that requires a school counselor to spend 80 percent of the counselor’s work time on duties that are components of a comprehensive school counseling program (CSCP). [See FFEA]~~

~~School Chaplains~~

~~In accordance with law, the Board authorizes a campus to employ or accept as a volunteer a chaplain. [See DC and GKG]~~

Qualifications

In addition to the minimal education and certification requirements established in the job description, a principal shall have at least:

1. Working knowledge of curriculum and instruction;
2. The ability to evaluate instructional program and teaching effectiveness;
3. The ability to manage budgets and personnel and to coordinate campus functions;
4. The ability to implement policy and procedures;
5. The ability to interpret data;
6. Strong communications, public relations, and interpersonal skills;
7. Prior experience in instructional leadership roles; and
8. Other qualifications deemed necessary by the Board and included in the job description.

Note: This local policy has been revised in accordance with the District's innovation plan. [See AF(LOCAL)]

School Counselors

In accordance with the District's innovation plan, the District is exempt from the state law that requires a school counselor to spend 80 percent of the counselor's work time on duties that are components of a comprehensive school counseling program (CSCP). [See FFEA]

School Chaplains

In accordance with law, the Board authorizes a campus to employ or accept as a volunteer a chaplain. [See DC and GKG]

Referral

Students may be referred for the gifted and talented program at any time by teachers, school counselors, parents, or other interested persons.

Screening and Identification Process

The District shall provide assessment opportunities to complete the screening and identification process for referred students at least once per school year.

The District shall schedule a gifted and talented program awareness session for parents that provides an overview of the identification procedures and services for the program prior to beginning the screening and identification process.

Parental Consent

The District shall obtain written parental consent before any special testing or individual assessment is conducted as part of the screening and identification process. All student information collected during the screening and identification process shall be an educational record, subject to the protections set out in policies at FL.

Selection

Identification Criteria

The Board-approved program for the gifted and talented shall establish criteria to identify gifted and talented students. The criteria shall be specific to the state definition of gifted and talented and shall ensure the fair assessment of students with special needs, such as the culturally different, the economically disadvantaged, and students with disabilities.

Assessments

Data collected through both objective and subjective assessments shall be measured against the criteria approved by the Board to determine individual eligibility for the program. Assessment tools may include, but are not limited to, the following: achievement tests, intelligence tests, creativity tests, behavioral checklists completed by teachers and parents, student/parent conferences, and available student work products.

~~Selection~~Matrix or Threshold System

If the selection process relies on a matrix or threshold system, the use of a scoring value based on race, ethnicity, sex, socioeconomic status, or disability shall be prohibited.

Placement Committee

A placement committee shall evaluate each referred student according to the established criteria and shall identify those students for whom placement in the gifted and talented program is the most appropriate educational setting. The committee shall be composed of at least three professional educators who have received training in the nature and needs and identification of gifted students, as required by law.

Notification

The District shall provide written notification to parents of students who qualify for services through the District's gifted and talented program. Participation in any program or services provided for gifted students shall be voluntary, and the District shall obtain written permission from the parents before placing a student in a gifted and talented program.

Reassessment

If the District reassesses students in the gifted and talented program, the reassessment shall be based on a student's performance in response to services and shall occur no more than once in elementary grades, once in middle school grades, and once in high school grades.

Transfer Students

When a student identified as gifted by a previous school district enrolls in the District, the placement committee shall review the student's records and conduct assessment procedures when necessary to determine if placement in the District's program for gifted and talented students is appropriate.

[See FDD(LEGAL) for information regarding transfer students and the Interstate Compact on Educational Opportunities for Military Children]

Furloughs

The District may place on a furlough any student who is unable to maintain satisfactory performance or whose educational needs are not being met within the structure of the gifted and talented program. A furlough may be initiated by the District, the parent, or the student.

In accordance with the Board-approved program, a furlough shall be granted for specified reasons and for a specified period of time. At the end of a furlough, the student may reenter the gifted and talented program, be placed on another furlough, or be exited from the program.

Exit Provisions

The District shall monitor student performance in response to gifted and talented program services. If at any time the placement committee or a parent determines the program is not meeting the student's educational needs, the committee shall meet with the parent and student before finalizing an exit decision.

Appeals

A parent, student, or educator may appeal any final decision of the placement committee regarding services in the gifted and talented program. Appeals shall be made first to the placement committee. Any subsequent appeals shall be made in accordance with FNG(LOCAL) beginning at Level Two.

Program Evaluation

The District shall annually evaluate the effectiveness of the District's gifted and talented program, and the results of the evaluation shall be used to modify and update the District and campus improvement plans. The District shall include parents in the evaluation process and shall share the information with Board members, administrators, teachers, school counselors, students in the gifted and talented program, and the community.

Funding

The Superintendent shall develop administrative procedures to ensure that 100 percent of the state funds allocated for the gifted and talented program are spent providing for and enhancing the District's program and that a method accounting for expenditures related to the gifted and talented program is established and aligns with the Texas Education Agency's financial compliance guidance.

Community Awareness

The District shall ensure that information about the District's gifted and talented program is available to parents and community members and that they have an opportunity to develop an understanding of and support for the program.

Admission Priorities

After ~~the District has admitted any child who resides in the District and who is eligible for enrollment in prekindergarten under state law~~admitting children who meet the state eligibility requirements, [see EHBG(LEGAL)], the District shall make prekindergarten ~~classes~~ available for ~~other~~four-year-old children of District employees, with ~~admission~~all admissions to prekindergarten prioritized in accordance with the following until the classes reach the student-teacher ratio established by the District:

1. District employees' four-year-old children who do not ~~meeting~~ meet the state eligibility requirements for enrollment in prekindergarten.
2. Four-year-olds who reside in the District, but who are not children of District employees and do not meet the state eligibility requirements for enrollment in prekindergarten.

The enrollment of more students eligible for prekindergarten during the school year shall not result in the withdrawal of enrolled students not meeting the state eligibility criteria; however, students not in compliance with statutory attendance requirements shall be withdrawn in accordance with FEA(LOCAL).

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

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

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

For purposes of this policy, misconduct is defined as an individual's ~~alleged~~:

1. Alleged abuse or commission of an otherwise unlawful act with a student~~ or involvement in~~;
2. Involvement in or soliciting a romantic relationship, or soliciting or engaging in sexual contact, with a student;
3. Engaging in inappropriate communications with a student; or

~~1.~~4. Failing to maintain appropriate boundaries with a student.

Notice of Suspected Criminal Offense

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

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

Explanatory Notes

TASB Localized Policy Manual Update 127

Clyde CISD

ATTN(NOTE) GENERAL INFORMATION ABOUT THIS UPDATE

All changes to the legal framework provided in this update are currently effective unless otherwise indicated in the explanatory note for that code.

AIA(LEGAL) ACCOUNTABILITY: ACCREDITATION AND PERFORMANCE INDICATORS

Revisions throughout the A-F Performance Ratings section of this legal framework are due to House Bill 8 from the Second Special Session of the 89th Legislature.

AIB(LEGAL) ACCOUNTABILITY: PERFORMANCE REPORTING

Citations have been updated in accordance with redesignated Administrative Code rules.

AIC(LEGAL) ACCOUNTABILITY: INTERVENTIONS AND SANCTIONS

Revisions to this legal framework are due to House Bill 8 from the Second Special Session of the 89th Legislature. This legislation repealed some provisions and amended others.

BAA(LEGAL) BOARD LEGAL STATUS: POWERS AND DUTIES

An obsolete cross-reference has been deleted at Discretionary Powers and Duties.

BJA(LEGAL) SUPERINTENDENT: QUALIFICATIONS AND DUTIES

A cross-reference has been updated due to recoding material in the DP series of policies.

BJCF(LOCAL) SUPERINTENDENT: NONRENEWAL

Recommended revisions to this local policy on nonrenewal of a superintendent align with language at DFBB(LOCAL) relating to accommodations of disability and the addition of two nonrenewal reasons included in Update 126 that were related to Senate Bill 12 from the 89th Legislature.

CAA(LOCAL) FISCAL MANAGEMENT GOALS AND OBJECTIVES: FINANCIAL ETHICS

A cross-reference in the Note has been updated to reflect changes to the DH series of policies, which are described in more detail below.

CBB(LEGAL) STATE AND FEDERAL REVENUE SOURCES: FEDERAL

The Federal Acquisition Regulation has increased the micro-purchase threshold limit to $15,000 and increased the simplified acquisition threshold to $350,000. The language under Procurement Methods has been adjusted accordingly.

CE(LEGAL) ANNUAL OPERATING BUDGET

Revisions at Authorized Expenditures are due to House Bill 8 from the Second Special Session of the 89th Legislature. Section 3.006 of the bill amends Education Code 45.105(c-1).

CFB(LOCAL) ACCOUNTING: INVENTORIES

As of July 1, 2025, TEA increased the capitalization threshold to $10,000 to align with changes to the federal definition of equipment. The Financial Accountability System Resource Guide (FASRG) is in the process of being updated to reflect this change to rule 1.2.4.3 Capitalization of Assets.

Our records indicate that the district's capitalization threshold in CFB(LOCAL) is less than $10,000. Districts may continue to use the lower threshold; however, if, after consultation with your auditor and other advisors, your district wishes to increase the threshold, please contact your policy consultant for assistance with updates.

CHE(LEGAL) PURCHASING AND ACQUISITION: VENDOR DISCLOSURES AND CONTRACTS

Citations in the Required Contract Provisions section relating to Energy Companies have been updated after redesignation of the material by House Bill 4595 and to correct a typographical error.

CKEA(LEGAL) SECURITY PERSONNEL: COMMISSIONED PEACE OFFICERS

Substantive revisions are due to rule changes. For readability, additional margin notes have been included. A note has been added under the Required Policies section to point the reader to TCOLE model policies and forms available on the TCOLE website.

CKEB(LEGAL) SECURITY PERSONNEL: SCHOOL MARSHALS

The citation has been corrected at Fit for Duty Review.

CMD(LEGAL) EQUIPMENT AND SUPPLIES MANAGEMENT: INSTRUCTIONAL MATERIALS CARE AND ACCOUNTING

19 Administrative Code 67.1001(e) has been amended. On page 4, the list at Permitted Expenditures adds items to implement Senate Bill 13 from the 89th Texas Legislature by updating the allowable expenditures from a district's instructional materials and technology allotment.

CNC(LEGAL) TRANSPORTATION MANAGEMENT: TRANSPORTATION SAFETY

Language has been added from the Texas Administrative Code. The amended provisions regarding safety standards changed requirements that were once placed on manufacturers of school buses to now be requirements for school districts. The citation to the Transportation Code has been removed, as it is not necessary.

COA(LEGAL) FOOD AND NUTRITION MANAGEMENT: PROCUREMENT

A citation has been corrected at Procurement Training.

CPC(LEGAL) OFFICE MANAGEMENT: RECORDS MANAGEMENT

13 Administrative Code 7.125 has been repealed, and separate rules for each retention schedule have been adopted. Citations relating to the TSLAC Retention Schedules have been updated accordingly.

CQA(LEGAL) TECHNOLOGY RESOURCES: DISTRICT, CAMPUS, AND CLASSROOM WEBSITES

The Required Website Postings section has been revised to reflect new statutory and rule requirements for postings, and the format has been modified to provide a clear citation to each requirement. The Note preceding the list has been revised to provide information regarding why the requirements are posted in the order that has been chosen by TASB.

D(LEGAL) PERSONNEL

Restructuring of codes in the DH section and the DP section necessitates an update to the D section table of contents.

Clyde CISD

DC(LEGAL) EMPLOYMENT PRACTICES

A cross-reference in the Employment Policies section has been updated to reflect changes to the DP series of policies.

DC(LOCAL) EMPLOYMENT PRACTICES

The cross-reference at Employment Assistance Prohibited has been updated to reflect changes to the DH series of policies. Standard policy language at BJA(LOCAL) notes that the superintendent may delegate responsibilities to other employees of the district but shall remain accountable to the board for the performance of all duties, delegated or otherwise. For this reason, TASB recommends removing "or designee" from the Posting Vacancies section.

DCA(LEGAL) EMPLOYMENT PRACTICES: PROBATIONARY CONTRACTS

The note at the top of this legal framework has been updated to remove the hyperlink to the district's innovation plan. The hyperlink to the district's innovation plan is located in AF(LOCAL), and a cross-reference to that code has been included.

DEAA(LEGAL) COMPENSATION PLAN: INCENTIVES AND STIPENDS

House Bill 2, Article 2.20(b) from the 89th Legislature repealed Education Code 48.114 effective September 1, 2026. TASB has opted to include this repeal with Update 127, as it will be the Update closest in time to the effective date.

DF(LEGAL) TERMINATION OF EMPLOYMENT

The cross-reference at Report to Superintendent has been updated to reflect changes to the DP series of policies. We have also updated the cross-reference at Prohibited Classroom Instruction to reflect policy EMB.

DFBA(LEGAL) TERM CONTRACTS: SUSPENSION/TERMINATION DURING CONTRACT

The cross-reference at Report by Principal has been updated to reflect changes to the DP series of policies.

DFE(LEGAL) TERMINATION OF EMPLOYMENT: RESIGNATION

The cross-reference at Report by Principal has been updated to reflect changes to the DP series of policies.

DH(LEGAL) EMPLOYEE STANDARDS OF CONDUCT

Because DHA(LEGAL) has been created to focus on educator ethics, the section by that name has been deleted from this code. In addition, the Duty to Report section of this legal framework has been bolstered with additional text around the duty to report child abuse or neglect.

DH(LOCAL) EMPLOYEE STANDARDS OF CONDUCT

The two cross-references to DH(EXHIBIT) have been revised to reflect changes to the DH series of policies, which are described in more detail below.

DH(EXHIBIT) EMPLOYEE STANDARDS OF CONDUCT

This exhibit is being deleted from the manual, and the Educators' Code of Ethics is being recoded to DHA(LEGAL).

Clyde CISD

DHA(LEGAL) EMPLOYEE STANDARDS OF CONDUCT: EDUCATOR CODE OF ETHICS

This new legal framework has been created to house information relating to the Educators' Code of Ethics. This material has been recoded to clarify that elements 3.8 and 3.9 of the Code of Ethics now form the basis of the reporting requirements for educator misconduct that changed during the 89th Legislature. Prior to Update 127, the Educators' Code of Ethics was housed as an exhibit to the manual at DH(EXHIBIT). Because the definitions relating to inappropriate communication and boundaries are from the Code of Ethics, they are now in this new legal framework.

DHB(LEGAL) EMPLOYEE STANDARDS OF CONDUCT: REPORTS TO STATE BOARD FOR EDUCATOR CERTIFICATION

The cross-reference at Deadline to Report After Termination or Resignation has been updated to reflect changes to the DP series of policies.

DHC(LEGAL) EMPLOYEE STANDARDS OF CONDUCT: REPORTS TO TEXAS EDUCATION AGENCY

The cross-reference at Deadline to Report has been updated to reflect changes to the DP series of policies. A citation has been corrected in the Contents of Report section.

DK(LEGAL) ASSIGNMENT AND SCHEDULES

The note at the top of this legal framework has been updated to remove the hyperlink to the district's innovation plan. The hyperlink to the district's innovation plan is located in AF(LOCAL), and a cross-reference to that code has been included.

DP(LEGAL) PERSONNEL POSITIONS

Material at DP(LEGAL) is being recoded to DPA, regarding principals, and DPB, regarding other personnel positions, as the requirements specific to principals have expanded sufficiently to warrant a separate legal framework.

DP(LOCAL) PERSONNEL POSITIONS

To accommodate the restructuring of the DP series due to the requirements specific to principals, this local policy is recommended for deletion. Materials regarding principal qualifications have been moved to DPA(LOCAL), and the language relating to school counselors and school chaplains has been moved to DPB(LOCAL).

DPA(LEGAL) PERSONNEL POSITIONS: PRINCIPALS

Information relating to principals previously found at DP has been relocated to this new code. In addition, a note relating to the requirement to report child abuse or neglect has been added so all reporting requirements for principals are housed in one location for clarity.

DPA(LOCAL) PERSONNEL POSITIONS: PRINCIPALS

This new code specifically related to principals now houses principal qualification language that was previously at DP(LOCAL). Minor revisions have been made to the text at Qualifications to align with the model job description provided by TASB HR Services. Any posting for a principal position would, at minimum, include the items provided in this list. Other qualifications may be included as provided by the last item in the list.

Clyde CISD

DPB(LEGAL) PERSONNEL POSITIONS: OTHER PERSONNEL POSITIONS

The note at the top of this legal framework has been updated to remove the hyperlink to the district's innovation plan. The hyperlink to the district's innovation plan is located in AF(LOCAL), and a cross-reference to that code has been included. Also, all information previously at DP(LEGAL) that is not related to principals (now at DPA) and substitutes (now at DPC) has been moved to this legal framework. The School Psychological Services section has been amended to reflect changes in 22 Administrative Code 465.38(b)-(c).

DPB(LOCAL) PERSONNEL POSITIONS: OTHER PERSONNEL POSITIONS

This new policy now houses text relating to school counselors and school chaplains that was previously at DP(LOCAL).

DPC(LEGAL) PERSONNEL POSITIONS: SUBSTITUTE, TEMPORARY, AND PART-TIME POSITIONS

This new legal framework now houses information formerly in DPB(LEGAL) relating to substitute positions.

EB(LEGAL) SCHOOL YEAR

The note at the top of this legal framework has been updated to remove the hyperlink to the district's innovation plan. The hyperlink to the district's innovation plan is located in AF(LOCAL), and a cross-reference to that code has been included.

EFA(LEGAL) INSTRUCTIONAL RESOURCES: INSTRUCTIONAL MATERIALS

Substantive revisions are due to amendments to 19 Administrative Code 67.1501 and 67.1502 regarding TEA standards for review of instructional materials. Additional revisions have been made for organization and to margin notes to improve clarity and readability.

EHAC(LEGAL) BASIC INSTRUCTIONAL PROGRAM: REQUIRED INSTRUCTION (SECONDARY)

Changes to this policy regarding course offerings in grades 9-12 were needed after amendments to 19 Administrative Code 74.3. Citations have also been updated to conform with the new amendments.

EHBB(LEGAL) SPECIAL PROGRAMS: GIFTED AND TALENTED STUDENTS

Revisions to this legal framework are due to amendments to 19 Administrative Code 89.1.

EHBB(LOCAL) SPECIAL PROGRAMS: GIFTED AND TALENTED STUDENTS

Recommended changes at Identification Criteria are the result of amendments to 19 Administrative Code 89.1.

EHBCA(LEGAL) COMPENSATORY SERVICES AND INTENSIVE PROGRAMS: ACCELERATED INSTRUCTION

Revisions to this legal framework are due to House Bill 8 from the Second Special Session of the 89th Legislature. Please note that the English II end-of-course (EOC) assessment is still a requirement for the 2026 and 2027 graduating classes.

Explanatory Notes

TASB Localized Policy Manual Update 127

Clyde CISD

EHBG(LOCAL) SPECIAL PROGRAMS: PREKINDERGARTEN

Under House Bill 2 from the 89th Legislature, the child of a classroom teacher is eligible for enrollment in the prekindergarten program in the district where they teach. We have adjusted your policy to clarify that any locally developed criteria apply to an employee whose child is not eligible for enrollment in the prekindergarten program. Please contact your policy consultant if additional revisions to this policy are necessary.

EHDD(LEGAL) ALTERNATIVE METHODS FOR EARNING CREDIT: COLLEGE COURSE WORK/DUAL CREDIT

The FAST Program section has been revised due to amendments to 19 Administrative Code 13.503(a)-(b). Deletions throughout are due to repealed provisions from the Administrative Code.

EKB(LEGAL) TESTING PROGRAMS: STATE ASSESSMENT

Revisions throughout this legal framework are due to changes from House Bill 8 from the Second Special Session of the 89th Legislature.

FA(LEGAL) PARENT RIGHTS AND RESPONSIBILITIES

A section prohibiting infringement on parental rights has been added after voters approved Senate Joint Resolution 34 from the 89th Legislature.

FDA(LEGAL) ADMISSIONS: INTERDISTRICT TRANSFERS

The note at the top of this legal framework has been updated to remove the hyperlink to the district’s innovation plan. The hyperlink to the district’s innovation plan is located in AF(LOCAL), and a cross-reference to that code has been included.

FED(LEGAL) ATTENDANCE: ATTENDANCE ENFORCEMENT

Changes regarding sanctions as they relate to truancy prevention measures are due to revisions at 19 Administrative Code 129.1047.

FFAC(LEGAL) WELLNESS AND HEALTH SERVICES: MEDICAL TREATMENT

13 Administrative Code 7.125, which contained all the TSLAC retention schedules, was repealed and replaced with 13 Administrative Code 7.126-.137. Each rule now contains a single retention schedule. The Records of Public School Districts schedule is now located at 13 Administrative Code 7.131. The revision at Records in the section on the Maintenance and Administration of Epinephrine Delivery Systems reflects this change. Related revisions also appear in CPC(LEGAL).

FFEB(LEGAL) COUNSELING AND MENTAL HEALTH: MENTAL HEALTH

The cross-reference in the Exception: Court Order section has been updated to reflect changes to the DP series of policies.

FFF(LOCAL) STUDENT WELFARE: STUDENT SAFETY

The definition of misconduct has been amended to include provisions from Senate Bill 571 from the 89th Legislative Session. The misconduct definition has also been reformatted to improve readability.

FM(LEGAL) STUDENT ACTIVITIES

In the Limits on Participation and Practice section, "one activity" has been revised to "two activities" due to amendments to 19 Administrative Code 76.1001(d).

Explanatory Notes

TASB Localized Policy Manual Update 127

Clyde CISD

FOA(LEGAL) STUDENT DISCIPLINE: REMOVAL BY TEACHER OR BUS DRIVER

At Appeals, a citation error has been corrected, and margin notes have been added to assist with clarity and readability.

GKA(LEGAL) COMMUNITY RELATIONS: CONDUCT ON SCHOOL PREMISES

A citation in the Tobacco and E-Cigarettes section has been updated after 20 U.S.C. 7183 was redesignated to 20 U.S.C. 7973.

GKD(LEGAL) COMMUNITY RELATIONS: NONSCHOOL USE OF SCHOOL FACILITIES

Substantial revisions have been made regarding Facilities Use by Religious Organizations based on Senate Bill 2986 from the 89th Legislature.

GNC(LEGAL) RELATIONS WITH EDUCATIONAL ENTITIES: COLLEGES AND UNIVERSITIES

19 Administrative Code 9.141-9.144, 9.146, and 9.147 have been repealed, which led to substantive changes to this legal framework. Provisions that are duplicative of those in EHDD(LEGAL) have been deleted.

PROPOSED REVISIONS

Note: This local policy has been revised in accordance with the District's innovation plan. [See AF(LOCAL)]

Instructional Plan and Course Syllabus

In accordance with the District's innovation plan, the District is exempt from the requirement that each semester teachers provide a copy of their instructional plan or course syllabus to the District administration and the parent of each student enrolled in their class and from making it available on the District's website.

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

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

~~District Website~~

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

PROPOSED REVISIONS

Note: This local policy has been revised in accordance with the District's innovation plan. [See AF(LOCAL)]

Relation to Essential Knowledge and Skills

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

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

Guidelines for Grading

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

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

Progress Reporting

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

Interim Reports

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

Conferences

~~Each year,~~In accordance with the District's innovation plan the District ~~shall~~ is exempt from the state law that requires the District to provide at least two opportunities for in-person conferences between each parent and the student's teacher each year. The District shall determine the plan for providing parent conferences, and ~~A~~additional conferences may be requested by a teacher or parent as needed.

Academic Dishonesty

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

Note: This local policy has been revised in accordance with the District's innovation plan. [See AF(LOCAL)]

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" is defined by law and 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, 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 are trained or receive information on the proper collection development standards.

In accordance with the District's innovation plan, ~~T~~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, t~~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.
4. Have a high degree of potential user appeal and interest.

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.
6. Represent diverse viewpoints and cultural groups of the state and their contributions to the state, the nation, and the world, to ensure the collection embodies the background of all students.

Recommendation and Procurement of Materials

Library materials shall be recommended and procured in accordance with guidelines ~~adopted by the Texas State Library and Archives Commission~~ 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:

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 development of recommendations of library materials consider at least two of the following factors:

1. Recommendations from students, parents or guardians, teachers, and District 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.

~~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 materials.~~

~~The Board shall either approve or reject the library materials that have been donated or proposed for procurement.~~

~~Donated and Proposed Procurement List~~

~~At least 30 days prior to the Board's vote to accept donated library materials or approve procurement of library materials, the Superintendent shall make accessible to the public the list of library materials in accordance with law.~~

Access Plan

The District shall allow efficient parental access to the District's library and any available online catalogs.

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 child'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 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 or 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.

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.

Library Catalog

A parent or guardian who wishes to access 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)]

Obscene material is not protected by the First Amendment to the United States Constitution.

Library materials shall comply with the Children's Internet Protection Act (CIPA), including technology protection measures. [See CQ]

Challenge of Library Material

A District employee, a parent or guardian of a District student, or District resident may challenge library material maintained in the District's library program.

Guiding Principles

The following principles shall guide the review of a challenge of library material:

1. An individual may challenge library material used in the District's library program, despite the fact that the professional staff and the Board followed the proper procedure and adhered to the objectives and criteria for recommending and procuring library materials set out in this policy.
2. Access to challenged material shall be restricted during the challenge process.

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 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 administrator 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 the form to request a formal challenge of the library material.

Formal Challenge

~~The District shall make the Texas Education Agency form to challenge library material available on the District's website.~~

If a District employee, a parent or guardian of a District student, or a District resident wishes to challenge library material, they shall follow the procedures to complete and submit the District's challenge form.

After a 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.

Challenge Committee

The Superintendent shall appoint a challenge committee and notify committee members in accordance with administrative procedures.

The 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.

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.

Any meeting of the committee must comply with the meeting requirements under Education Code 33.025(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.

The Superintendent, the school librarian, the individual submitting the challenge, and any other appropriate staff shall receive a copy of the committee's report.

Appeal

An individual who submitted a challenge may appeal the decision to the Board. The individual must provide the notice of appeal in accordance with administrative procedures.

The Board shall hear the appeal and render a decision in accordance with the timelines established in law.

~~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.

Frequency of Review

After a library material has been challenged and 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.

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.

Maintenance of Library Materials

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 established 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 Board 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.

PROPOSED POLICY

Note: This local policy has been revised in accordance with the District's innovation plan. [See AF(LOCAL)]

Complaints

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

Other Complaint Processes

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

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

Notice to Employees

The District shall inform employees of this policy through appropriate District publications.

Guiding Principles

Informal Process

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

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

Direct Communication with Board Members

Employees shall not be prohibited from communicating with a member of the Board regarding District operations except when communication between an employee and a Board member would be inappropriate because of a pending hearing or appeal related to the employee.

Formal Process

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

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

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

Freedom from Retaliation

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

Whistleblower Complaints

Whistleblower complaints shall be filed within the time specified by law and may be made to the Superintendent ~~or designee~~ beginning at Level Two. Timelines for the employee and the District set out in this policy may be shortened to allow the Board to make a final decision within 60 calendar days of the initiation of the complaint. [See DG]

Complaints Against Supervisors

Complaints alleging a violation of law by a supervisor may be made to the Superintendent ~~or designee~~. Complaint forms alleging a violation of law by the Superintendent may be submitted directly to the Board or designee.

General Provisions

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are postmarked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

Scheduling Conferences

The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If the employee fails to appear at a scheduled conference, the District may hold the conference and issue a decision in the employee's absence.

Response

At Levels One and Two, "response" shall mean a written communication to the employee from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the employee's email address of record, or sent by U.S. Mail to the employee's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.

Days

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

Representative

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

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

Consolidating Complaints

Complaints arising out of an event or a series of related events shall be addressed in one complaint. Employees shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.

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

Untimely Filings

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

If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the employee, at any point during the complaint process. The employee may appeal the dismissal by seeking review in writing within ~~ten~~ 10 days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.

Costs Incurred

Each party shall pay its own costs incurred in the course of the complaint.

Complaint and Appeal Forms

Complaints and appeals under this policy shall be submitted in writing on a form provided by the District.

Copies of any documents that support the complaint should be attached to the complaint form. If the employee does not have copies of these documents, they may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the employee unless the employee did not know the documents existed before the Level One conference.

A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refiling is within the designated time for filing.

Audio Recording

As provided by law, an employee shall be permitted to make an audio recording of a conference or hearing under this policy at which the substance of the employee's complaint is discussed. The employee shall notify all attendees present that an audio recording is taking place.

Level One

Complaint forms must be filed:

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

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

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

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

The appropriate administrator shall investigate as necessary and schedule a conference with the employee within ~~ten~~ 10 days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

Absent extenuating circumstances, the administrator shall provide the employee a written response within ~~ten~~ 10 days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.

Level Two

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

The appeal notice must be filed in writing, on a form provided by the District, within ~~ten~~ 10 days of the date of the written Level One response or, if no response was received, within ~~ten~~ 10 days of the Level One response deadline.

After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to the Level Two administrator. The employee may request a copy of the Level One record.

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the employee at Level One.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

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

The Superintendent ~~or designee~~ shall provide the employee a written response within ~~ten~~ 10 days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Superintendent ~~or designee~~ may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Superintendent ~~or designee~~ believes will help resolve the complaint.

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

Level Three

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

The appeal notice must be filed in writing, on a form provided by the District, within ~~ten~~ 10 days of the date of the written Level Two response or, if no response was received, within ~~ten~~ 10 days of the Level Two response deadline.

The Superintendent ~~or designee~~ shall inform the employee of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The Superintendent ~~or designee~~ shall provide the Board the record of the Level Two appeal. The employee may request a copy of the Level Two record.

The Level Two record shall include:

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

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

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

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

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

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.

PROPOSED REVISIONS

Note: This local policy has been revised in accordance with the District's innovation plan. [See AF(LOCAL)]

Complaints

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

Other Complaint Processes

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

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

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

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

Notice to Students and Parents

The District shall inform students and parents of this policy through appropriate District publications.

Guiding Principles

Informal Process

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

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

Formal Process

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

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

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

Freedom from Retaliation

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

General Provisions

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are postmarked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

Scheduling Conferences

The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If a student or parent fails to appear at a scheduled conference, the District may hold the conference and issue a decision in the student's or parent's absence.

Response

At Levels One and Two, "response" shall mean a written communication to the student or parent from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the student's or parent's email address of record, or sent by U.S. Mail to the student's or parent's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.

Days

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

Representative

"Representative" shall mean any person who or organization that is designated by the student or parent to represent the student or parent in the complaint process. A student may be represented by an adult at any level of the complaint.

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

Consolidating Complaints

Complaints arising out of an event or a series of related events shall be addressed in one complaint. A student or parent shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.

Untimely Filings

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

If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the student or parent, at any point during the complaint process. The student or parent may appeal the dismissal by seeking review in writing within ~~ten~~ 10 days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.

Costs Incurred

Each party shall pay its own costs incurred in the course of the complaint.

Complaint and Appeal Forms

Complaints and appeals under this policy shall be submitted in writing on a form provided by the District.

Copies of any documents that support the complaint should be attached to the complaint form. If the student or parent does not have copies of these documents, copies may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the student or parent unless the student or parent did not know the documents existed before the Level One conference.

A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refiling is within the designated time for filing.

Level One

Complaint forms must be filed:

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

   In most circumstances, students and parents shall file Level One complaints with the campus principal.

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

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

The appropriate administrator shall investigate as necessary and schedule a conference with the student or parent within ~~ten~~ 10 days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

Absent extenuating circumstances, the administrator shall provide the student or parent a written response within ~~ten~~ 10 days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.

Level Two

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

The appeal notice must be filed in writing, on a form provided by the District, within ~~ten~~ 10 days of the date of the written Level One response or, if no response was received, within ~~ten~~ 10 days of the Level One response deadline.

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

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the student or parent at Level One.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

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

The Superintendent ~~or designee~~ shall provide the student or parent a written response within ~~ten~~ 10 days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Superintendent ~~or designee~~ may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Superintendent ~~or designee~~ believes will help resolve the complaint.

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

Level Three

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

The appeal notice must be filed in writing, on a form provided by the District, within ~~ten~~ 10 days of the date of the written Level Two response or, if no response was received, within ~~ten~~ 10 days of the Level Two response deadline.

The Superintendent ~~or designee~~ shall inform the student or parent of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The Superintendent ~~or designee~~ shall provide the Board the record of the Level Two appeal. The student or parent may request a copy of the Level Two record.

The Level Two record shall include:

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

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

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

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

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

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.

PROPOSED POLICY

Note: This local policy has been revised in accordance with the District's innovation plan. [See AF(LOCAL)]

Complaints

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

Other Complaint Processes

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

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

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

Guiding Principles

Informal Process

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

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

Formal Process

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

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

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

Freedom from Retaliation

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

General Provisions

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are postmarked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

Scheduling Conferences

The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If the individual fails to appear at a scheduled conference, the District may hold the conference and issue a decision in the individual's absence.

Response

At Levels One and Two, "response" shall mean a written communication to the individual from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the individual's email address of record, or sent by U.S. Mail to the individual's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.

Days

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

Representative

"Representative" shall mean any person who or organization that is designated by an individual to represent the individual in the complaint process.

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

Consolidating Complaints

Complaints arising out of an event or a series of related events shall be addressed in one complaint. An individual shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.

Untimely Filings

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

If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the individual, at any point during the complaint process. The individual may appeal the dismissal by seeking review in writing within ~~ten~~ 10 days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.

Costs Incurred

Each party shall pay its own costs incurred in the course of the complaint.

Complaint and Appeal Forms

Complaints and appeals under this policy shall be submitted in writing on a form provided by the District.

Copies of any documents that support the complaint should be attached to the complaint form. If the individual does not have copies of these documents, they may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the individual unless the individual did not know the documents existed before the Level One conference.

A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refiling is within the designated time for filing.

Level One

Complaint forms must be filed:

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

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

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

The appropriate administrator shall investigate as necessary and schedule a conference with the individual within ~~ten~~ 10 days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

Absent extenuating circumstances, the administrator shall provide the individual a written response within ~~ten~~ 10 days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.

Level Two

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

The appeal notice must be filed in writing, on a form provided by the District, within ~~ten~~ 10 days of the date of the written Level One response or, if no response was received, within ~~ten~~ 10 days of the Level One response deadline.

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

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the individual at Level One.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

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

The Superintendent ~~or designee~~ shall provide the individual a written response within ~~ten~~ 10 days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Superintendent ~~or designee~~ may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Superintendent ~~or designee~~ believes will help resolve the complaint.

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

Level Three

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

The appeal notice must be filed in writing, on a form provided by the District, within ~~ten~~ 10 days of the date of the written Level Two response or, if no response was received, within ~~ten~~ 10 days of the Level Two response deadline.

The Superintendent ~~or designee~~ shall inform the individual of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The Superintendent ~~or designee~~ shall provide the Board the record of the Level Two appeal. The individual may request a copy of the Level Two record.

The Level Two record shall include:

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

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

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

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

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

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.

1-3
Prescribed by Secretary of State
Sections 3.004, 3.005, 3.006, 4.008, 83.010, 85.004, 85.007 Texas Election Code
9/2023

ORDER OF GENERAL ELECTION FOR OTHER POLITICAL SUBDIVISIONS
ORDEN DE ELECCIÓN GENERAL PARA OTRAS SUBDIVISIONES POLÍTICAS

An election is hereby ordered to be held on **11/03/2026** for the purpose of voting on:

(Por la presente se ordena celebrar una elección el **11/03/2026** *con el propósito de votar sobre.)*

List Offices/Propositions/Measures on the ballot *(Enúmere los puestos/proposiciones/medidas oficiales en la boleta)*

TRUSTEE, PLACE 1
TRUSTEE, PLACE 2

Early voting by personal appearance will be conducted each weekday at:
(La votación adelantada en persona se llevará a cabo de lunes a viernes en:)

The Main Early Voting Location *(sitio principal de votación adelantada)*

Location *(sitio)*	Hours *(horas)*
Callahan County Courthouse **100 West 4th St., Basement, Baird, TX 79504**	**10-19-2026 – 10-23-2026 from *(de)* 8:00 A.M.-5:00 P.M.** **10-26-2026 – 10-30-2026 from *(de)* 7:00 A.M.-7:00 P.M.**

Branch Early Voting Locations *(sucursal sitios de votación adelantada)*

Location *(sitio)*	Hours *(horas)*
N/A	*N/A*

Early voting by personal appearance will be conducted each weekend at:
(La votación adelantada en persona se llevará a cabo en el fin de semana en:)

The Main Early Voting Location *(sitio principal de votación adelantada)*

Location *(sitio)*	Hours *(horas)*
Callahan County Courthouse **100 West 4th St., Basement, Baird, TX 79504**	**10-24-2026 from *(de)* 7:00 A.M. – 7:00 P.M. &** **10-25-2026 from *(de)* 12:00 P.M – 6:00 P.M.**

Branch Early Voting Locations *(sucursal sitios de votación adelantada)*

Location *(sitio)* Hours *(horas)*	
N/A	*N/A*

Applications for ballot by mail shall be mailed to: *(Las solicitudes para boletas que se votarán adelantada por correo deberán enviarse a:)*

Nicole Crocker
Name of Early Voting Clerk
(Nombre del Secretario/a de la Votación Adelantada)

PO BOX 1064
Address *(Dirección)*

Baird, TX 79504
City *(Ciudad)* Zip Code *(Código Postal)*

(325) 854-5885
Telephone Number *(Número de teléfono)*

elections.info@callahancounty.org
Email Address *(Dirección de Correo Electrónico)*

Callahancounty.org/elections
Early Voting Clerk's Website *(Sitio web del Secretario/a de Votación Adelantada)*

Applications for Ballots by Mail (ABBMs) must be received no later than the close of business on:
(Las solicitudes para boletas que se votarán adelantada por correo deberán recibirse no más tardar de las horas de negocio el:)

10/23/2026

Federal Post Card Applications (FPCAs) must be received no later than the close of business on:
(La Tarjeta Federal Postal de Solicitud deberán recibirse no más tardar de las horas de negocio el:)

10/23/2026

Issued this **27th** day of **July, 2026**.

(Emitida esta día **27th** de **July, 2026**.)

____
Signature of Presiding Officer (Firma del Dirigente que Preside)

Signature of Board Member *(Firma del Director)*	Signature of Board Member *(Firma del Director)*
Signature of Board Member *(Firma del Director)*	Signature of Board Member *(Firma del Director)*
Signature of Board Member *(Firma del Director)*	Signature of Board Member *(Firma del Director)*
Signature of Board Member *(Firma del Director)*	Signature of Board Member *(Firma del Director)*
Signature of Board Member *(Firma del Director)*	Signature of Board Member *(Firma del Director)*

Instruction Note: A copy of this election order must be delivered to the County Clerk/Elections Administrator and Voter Registrar not later than 60 days before election day.
Nota de Instrucción: Se deberá entregar una copia de esta orden de elección al/a la Secretario(a) del Condado/Administrador(a) de Elecciones y el/la Registrador(a) de Votantes a más tardar 60 días antes del día de elección.

1-3
Prescribed by Secretary of State
Sections 3.004, 3.005, 3.006, 4.008, 83.010, 85.004, 85.007 Texas Election Code
9/2023

ORDER OF GENERAL ELECTION FOR OTHER POLITICAL SUBDIVISIONS
ORDEN DE ELECCIÓN GENERAL PARA OTRAS SUBDIVISIONES POLÍTICAS

An election is hereby ordered to be held on **11/03/2026** for the purpose of voting on:

(Por la presente se ordena celebrar una elección el **11/03/2026** *con el propósito de votar sobre.)*

List Offices/Propositions/Measures on the ballot *(Enúmere los puestos/proposiciones/medidas oficiales en la boleta)*

TRUSTEE, PLACE 1
TRUSTEE, PLACE 2

Early voting by personal appearance will be conducted each weekday at:
(La votación adelantada en persona se llevará a cabo de lunes a viernes en:)

The Main Early Voting Location *(sitio principal de votación adelantada)*

Location *(sitio)*	Hours *(horas)*
Callahan County Courthouse **100 West 4th St., Basement, Baird, TX 79504**	**10-19-2026 – 10-23-2026 from *(de)* 8:00 A.M.-5:00 P.M.** **10-26-2026 – 10-30-2026 from *(de)* 7:00 A.M.-7:00 P.M.**

Branch Early Voting Locations *(sucursal sitios de votación adelantada)*

Location *(sitio)*	Hours *(horas)*
N/A	*N/A*

Early voting by personal appearance will be conducted each weekend at:
(La votación adelantada en persona se llevará a cabo en el fin de semana en:)

The Main Early Voting Location *(sitio principal de votación adelantada)*

Location *(sitio)*	Hours *(horas)*
Callahan County Courthouse **100 West 4th St., Basement, Baird, TX 79504**	**10-24-2026 from *(de)* 7:00 A.M. – 7:00 P.M. &** **10-25-2026 from *(de)* 12:00 P.M – 6:00 P.M.**

Branch Early Voting Locations *(sucursal sitios de votación adelantada)*

Location *(sitio)*	Hours *(horas)*
N/A	*N/A*

Applications for ballot by mail shall be mailed to:
(Las solicitudes para boletas que se votarán adelantada por correo deberán enviarse a:)

Nicole Crocker
Name of Early Voting Clerk
(Nombre del Secretario/a de la Votación Adelantada)

PO BOX 1064
Address *(Dirección)*

Baird, TX 79504
City *(Ciudad)* Zip Code *(Código Postal)*

(325) 854-5885
Telephone Number *(Número de teléfono)*

elections.info@callahancounty.org
Email Address *(Dirección de Correo Electrónico)*

Callahancounty.org/elections
Early Voting Clerk's Website *(Sitio web del Secretario/a de Votación Adelantada)*

Applications for Ballots by Mail (ABBMs) must be received no later than the close of business on:
(Las solicitudes para boletas que se votarán adelantada por correo deberán recibirse no más tardar de las horas de negocio el:)

10/23/2026

Federal Post Card Applications (FPCAs) must be received no later than the close of business on:
(La Tarjeta Federal Postal de Solicitud deberán recibirse no más tardar de las horas de negocio el:)

10/23/2026

Issued this **27th** day of **July, 2026**.

(Emitida esta día **27th** *de* **July, 2026**.*)*

Robert Frost
Signature of Presiding Officer (Firma del Dirigente que Preside)

Bethany Powell
Signature of Board Member
(Firma del Director)

Signature of Board Member
(Firma del Director)

Signature of Board Member
(Firma del Director)

Signature of Board Member
(Firma del Director)

Signature of Board Member
(Firma del Director)

Signature of Board Member
(Firma del Director)

Signature of Board Member
(Firma del Director)

Signature of Board Member
(Firma del Director)

Signature of Board Member
(Firma del Director)

Signature of Board Member
(Firma del Director)

Instruction Note: A copy of this election order must be delivered to the County Clerk/Elections Administrator and Voter Registrar not later than 60 days before election day.
Nota de Instrucción: Se deberá entregar una copia de esta orden de elección al/a la Secretario(a) del Condado/Administrador(a) de Elecciones y el/la Registrador(a) de Votantes a más tardar 60 días antes del día de elección.