



Agenda of Special Session August 10, 2021 The Board of Trustees Wichita Falls Independent School District

In Compliance with the Texas Government Code, Chapter 551, Subchapter C, the Board of Trustees of the Wichita Falls Independent School District will meet for a Special Session at 12:00 PM, on August 10, 2021, in the Board Room at the Education Center, 1104 Broad St, Wichita Falls, TX 76301.

Pursuant to the Governor Abbott's Temporary Suspension of Open Meetings Laws issued on March 16, 2020, and consistent with new state and local mandates on public health and social distancing, this Meeting of the Wichita Falls ISD Board of Trustees may be conducted via Google Meet, which will be available online at <http://wichitafallsisdtx.swagit.com/live>. A quorum of the Board of Trustees may not be physically present at one location.

The subjects to be discussed, considered, or upon which any formal action may be taken are as listed below.

I. CALL TO ORDER AND OPENING STATEMENT	
II. INVOCATION	
III. PUBLIC COMMENT	
IV. SUPERINTENDENT'S REPORT	
A. WFISD Building Project Update	
V. FINANCIAL SERVICES	
A. Adoption of the 2021-2022 Maintenance and Operations Tax Rate and the Debt Service Tax Rate	3
B. July 2021 Budget Amendments	5
C. RFP #22-02: Trades Bid	10
D. RFP #22-09: Catalog T-Shirts & Personalized Items	17
E. RFP #22-11: Catalog Fundraiser Companies	19
F. Skyward Finance Annual License Agreement	21
VI. ADMINISTRATIVE SERVICES	
A. Recommendation for Modification to the WFISD 2021-2022 School Calendar	23
B. Adoption of the 2021-2022 Student Code of Conduct	27
C. New High School Mascots & Colors Procedures	72
VII. INSTRUCTIONAL SERVICES	
A. Update on Texas COVID Learning Acceleration Supports (TCLAS)	
B. New Teacher Mentoring Program	
VIII. TECHNOLOGY SERVICES	
A. Emergency Connectivity	74
IX. BOARD MATTERS	
A. Minutes	75
B. Memorandum of Understanding with WFISD and WFPD	83
C. Interlocal Agreement with WFISD and WCSO	105
D. Closed Session:	
1. Personnel Matters Including the Appointment, Evaluation, Reassignment, Duties, Discipline, Dismissal and/or Compensation of Individual District Employees (<i>Pursuant to Texas Government Code 551.074</i>)	

A. Personnel Report	128
B. Applicant Pool	129
C. T-TESS Appraisers	134
D. Assistant Principal Compensation and Equity Review	141
XI. ADJOURNMENT	

The notice for this meeting was posted in compliance with the Texas Open Meetings Act on Friday, August 6, 2021 at 4:30 pm.

For the Board of Trustees

WICHITA FALLS ISD BOARD OF TRUSTEES
August 10, 2021

Agenda Item:	Adoption of the 2021-2022 Maintenance and Operations Tax Rate and the Debt Service Tax Rate		
Administrator Responsible:	Tim Sherrod, Chief Financial Officer		
Attachments:	Attachments		
<input type="checkbox"/> Action Needed <input checked="" type="checkbox"/> Future Action <input type="checkbox"/> Information <input type="checkbox"/> Report			

Administrative Recommendation:

That the Wichita Falls Independent School District Board of Trustees sets the Maintenance and Operations tax rate at \$0.9401 per hundred-dollar valuation and sets the Debt Service Tax Rate at \$0.4250 for the tax year 2021, as submitted by Tim Sherrod, Chief Financial Officer, and as recommended by Michael S. Kuhrt, Superintendent of Schools.

Explanation:

A taxing entity authorized to pay both Maintenance and Operations and Debt Service expenses with property taxes must adopt its rate in two separate components, one tax rate for Maintenance and Operations and one tax rate for Debt Service.

Maintenance and Operations	\$ 0.9401
Debt Service	\$ 0.4250
Total Proposed Tax Rate	\$ 1.3651

Fiscal Note:

Based on the 2021 Certified Tax Roll from the Wichita Appraisal District.

ORDINANCE SETTING TAX RATE

STATE OF TEXAS

COUNTY OF WICHITA

On August 16, 2021, we, the Board of Trustees of the Wichita Falls Independent School District, hereby levy or set the tax rate on \$100 valuation for the District for the tax year 2021 at a total tax rate of \$1.3651, to be assessed and collected by the duly specified assessor and collector as follows:

\$0.9401 for the purposes of maintenance and operation, and

\$0.4250 for the purpose of payment of principal and interest on debts.

Such taxes are to be assessed and collected by the tax officials designated by the District.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 22.9 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$229

Adopted this 16th day of August 2021, by the Wichita Falls Independent School District.

By:

Mike Rucker, President

ATTEST:

Tom Burse, Secretary

WICHITA FALLS ISD BOARD OF TRUSTEES
August 10, 2021

Agenda Item:	July, 2021 Budget Amendments
Administrator Responsible:	Tim Sherrod, Chief Financial Officer
Attachments:	Attachment
 <input checked="" type="checkbox"/> Action Needed <input type="checkbox"/> Future Action <input type="checkbox"/> Information <input type="checkbox"/> Report	

Administrative Recommendation:

That the Wichita Falls Independent School District Board of Trustees approves the attached budget amendments to the 2021-2022 budgets, as detailed on the attached Budget Amendment report. These amendments are submitted by Tim Sherrod, Chief Financial Officer, and as recommended by Michael S. Kuhrt, Superintendent of Schools.

Explanation:

Budgeted funds that are transferred between functions, as well as increases/decreases to the district's legally adopted budgets, require Board approval in the form of a budget amendment.

Fiscal Note:

General Operating revenues reflect no change and expenditures reflect a change of \$282,187.50 and a total budgeted deficiency of expenditures over revenues of \$282,187.50.

There are no proposed amendments to the Food Service or Debt Service budgets.

The detail of the proposed amendments and cross-function transfers is reflected on the attached Budget Amendment report.

Memorandum

To: Mr. Michael Kuhrt, Superintendent
From: Tim Sherrod, Chief Financial Officer
Date: August 10, 2021
Subject: July 2021 Budget Amendments/Revisions

General Operating Fund (199) Please approve the following inter-functional budget transfers:

Campus/Dept.	Amount	From Function	To Function
001 – Hirsch High School			
Beg of Year Needs	\$4,985	36	11
Beg of Year Needs	\$150	36	13
131 – Zundy Elementary			
Admin Supplies	\$500	11	23
750 – Indirect Cost			
20-21 Technical Device Repair			
Carryforward	\$39,163	11	53
810 – Instructional Network Mgmt			
Maintenance Install	\$3,300	53	51
Pure Storage Purchase	\$101,877	11	53
Pure Storage Purchase	\$32,300	51	53

General Operating Fund (181/199): Please approve the following budget revisions to appropriate additional revenue and expenditures:

Campus/Dept.	Account	Amount
Huckabee Pre Bond Project Services	199 E 81 6624 22 999 0 99 WES	\$124,687.50
Huckabee Pre Bond Project Services	199 E 81 6624 22 999 0 99 EAS	\$157,500.00
Total Budget Revisions for July		\$282,187.50

Attached spreadsheet(s) reflect the impact to the budget.

**Wichita Falls Independent School District
General Operating Fund Budget
Jul-21**

	Original Operating Fund 199 Jul	Proposed Transfers & Revisions Increase/ (Decrease)	Amended Operating Fund 199 Jul
Revenues:			
5700 - Local Revenues	\$ 48,246,906	\$ -	\$ 48,246,906
5800 - State Program Revenues	75,570,036	-	75,570,036
5900 - Federal Program Revenues	3,479,486	-	3,479,486
Total Revenues	<u>\$ 127,296,428</u>	<u>\$ -</u>	<u>\$ 127,296,428</u>
Expenditures			
11 - Instruction	\$ 76,370,649	(136,555)	\$ 76,234,094
12 - Instructional Resources and Media Services	1,584,482	-	1,584,482
13 - Curriculum and Instructional Staff Development	1,455,557	150	1,455,707
21 - Instructional Leadership	2,841,266	-	2,841,266
23 - School Leadership	7,713,044	500	7,713,544
31 - Guidance, Counseling and Evaluation Services	5,625,408	-	5,625,408
32 - Social Work Services	520,170	-	520,170
33 - Health Services	1,897,677	-	1,897,677
34 - Student Transportation	2,621,500	-	2,621,500
36 - Cocurricular/Extracurricular Activities	3,903,876	(5,135)	3,898,741
41 - General Administration	4,713,065	-	4,713,065
51 - Plant Maintenance and Operations	11,952,804	(29,000)	11,923,804
52 - Security and Monitoring Services	976,351	-	976,351
53 - Data Processing Services	3,137,930	170,040	3,307,970
61 - Community Services	13,500	-	13,500
71 - Debt Service	1,325,262	-	1,325,262
81 - Facilities Acquisition and Construction	-	282,188	282,188
93 - Payments to Fiscal Agent	100,000	-	100,000
95 - Payments to JJAEP	20,000	-	20,000
99 - Other Intergovernmental Charges	679,090	-	679,090
Total Expenditures	<u>\$ 127,451,630</u>	<u>\$ 282,188</u>	<u>\$ 127,733,818</u>
Other Financing Sources (Uses)			
Sale of Real & Personal Property	\$ 50,000	\$ -	\$ 50,000
Transfer in from Food Service Fund	280,202	-	280,202
Transfer to Capital Projects for Stadium Maintenance	(75,000)	-	(75,000)
Transfer to Capital Projects for Athletics	(50,000)	-	(50,000)
Transfer to Capital Projects for Fine Arts	(50,000)	-	(50,000)
	-	-	-
Excess (Deficiency) of Revenues Over Expenditures	<u>\$ -</u>	<u>\$ (282,188)</u>	<u>\$ (282,188)</u>

**Wichita Falls Independent School District
Food Service Budget
Jul-21**

	Original Child Nutrition Funds 240 & 242 Jul	Increase/ (Decrease)	Amended Child Nutrition Funds 240 & 242 Jul
Revenues:			
Local Revenues	\$ 1,327,273	\$ -	\$ 1,327,273
State Program Revenues	36,000	-	36,000
Federal Program Revenues	6,684,434	-	6,684,434
Total Revenues	\$ 8,047,707	\$ -	\$ 8,047,707
Expenditures			
Instruction			
Instructional Resources and Media Services			
Curriculum and Instructional Staff Development			
Instructional Leadership			
School Leadership			
Guidance, Counseling and Evaluation Services			
Health Services			
Student Transportation			
Food Services	\$ 7,562,796	\$ -	\$ 7,562,796
Cocurricular/Extracurricular Activities			
General Administration			
Plant Maintenance and Operations			
Security and Monitoring Services			
Data Processing Services			
Community Services			
Facilities Acquisition and Construction			
Payments to Fiscal Agent			
Other Intergovernmental Charges			
Total Expenditures	\$ 7,562,796	\$ -	\$ 7,562,796
Other Financing Sources (Uses)			
Operating Transfers In			
Operating Transfers Out to General Operating Fund	\$ (280,203)	\$ -	\$ (280,203)
Excess (Deficiency) of Revenues Over Expenditures	\$ 204,708	\$ -	\$ 204,708

**Wichita Falls Independent School District
Debt Service Budget
Jul 2021**

	Original Debt Service Fund 599 Jul	Increase/ (Decrease)	Amended Debt Service Fund 599 Jul
Revenues:			
Local Revenues	\$ 21,169,093	-	\$ 21,169,093
State Program Revenues	18,088	-	18,088
Federal Program Revenues	-		
Total Revenues	\$ 21,187,181	-	\$ 21,187,181
Expenditures			
Instruction			
Instructional Resources and Media Services			
Curriculum and Instructional Staff Development			
Instructional Leadership			
School Leadership			
Guidance, Counseling and Evaluation Services			
Health Services			
Student Transportation			
Food Services			
Cocurricular/Extracurricular Activities			
General Administration			
Plant Maintenance and Operations			
Security and Monitoring Services			
Data Processing Services			
Community Services			
Debt Service	\$ 19,357,366	-	\$ 19,357,366
Facilities Acquisition and Construction			
Payments to Fiscal Agent			
Total Expenditures	\$ 19,357,366	-	\$ 19,357,366
Other Financing Sources (Uses)			
Sale of Bonds			
Excess (Deficiency) of Revenues Over Expenditures	\$ 1,829,815	-	\$ 1,829,815

WICHITA FALLS ISD BOARD OF TRUSTEES
August 10, 2021

Agenda Item:	RFP #22-02 Trades Bid		
Administrator Responsible:	Tim Sherrod, Chief Financial Officer		
Attachments:	RFP #22-02 Trades Bid Recap		
<input type="checkbox"/> Action Needed	<input checked="" type="checkbox"/> Future Action	<input type="checkbox"/> Information	<input type="checkbox"/> Report

Administrative Information:

That the Wichita Falls Independent School District Board of Trustees award RFP #22-02 Trades Bid to the vendors listed on the attached recap as submitted by Tim Sherrod, Chief Finance Officer and as recommended by Michael S. Kuhrt, Superintendent of Schools.

Explanation:

This Trades Bid and attached recap is for a two (2) year period beginning September 2, 2021 and ending August 31, 2023. The solicitation for the RFP #22-02 Trades Bid was advertised twice in the Times Record News and a Letter of Invitation was sent by email and/or mail. Proposal packets were provided to eighteen (18) vendors and nine (9) vendors submitted responses. By awarding vendors in the listed categories, the District has vendors in qualified trades to provide for emergency services and/or projects outside of the scope of the District's Maintenance Department. The submissions are categorized by the low bidder to serve as the primary vendor and secondary vendors are to be utilized if the primary vendor is unable to provide services. The submissions were evaluated by Chris Fain, Director of Maintenance, Johnnie Ozee, Maintenance Supervisor, and Susan Fisher, Purchasing Specialist I.

Fiscal Note:

The expenditures are funded through the Maintenance budget. This bid requires Board approval as the total expenditures for the services could exceed \$100,000 per Policy CH (Local).

TRADES BID #22-02 RECAP
Effective September 1, 2021 thru August 31, 2023

RFP 22-02-A Plumbing Services (NO BIDDER)

Preference	Bidder		Master Plumber	Journeyman Plumber	Apprentice Plumber	Laborer	Backhoe	Other	OT Multiplier	Holiday Multiplier	Material Mark-Up

RFP 22-02-B Heating & Air Conditioning Services

Preference	Bidder		HVAC Mechanic	Laborer	Other	Material Mark Up	Overtime Multiplier	Holiday Multiplier
1	Trinity A/C	Wichita Falls, TX	\$50.00/hr.	\$30.00/hr.	n/a	25%	1.5	2.0

RFP 22-02- C Locksmith Services (NO BIDDER)

Preference	Bidder		Locksmith	Material Mark Up

RFP 22-02-D -Refrigeration Services (NO BIDDER)

Preference	Bidder		Laborer	Refrigeration Mechanic	Overtime Multiplier	Holiday Multiplier	Material Mark Up

TRADES BID #22-02 RECAP
Effective September 1, 2021 thru August 31, 2023

RFP 22-02-E -Electrician Services

Preference	Bidder		Master Electrician	Journeyman Electrician	Apprentice Electrician	Laborer	Material Mark Up %	Overtime Multiplier	Holiday Multiplier
1	Marvin Groves Electric	Wichita Falls, TX	\$80.00/hr.	\$62.00/hr.	\$34.00/hr.	\$19.50/hr.	18.25%	1.75	2.25
2	Davis Electric Co.	Wichita Falls, TX		\$60.00/hr.	\$40.00/hr.	\$30.00/hr.	25%	1.5	2

RFP 22-02-F Floor Covering Installation & Repair (NO BIDDER)

Preference	Bidder		Remove Existing	Floor Leveling / Resurfacing	Installed Carpet	Installed VCT Tile	Installed VET Tile	Installed Sheet Vinyl	Installed 4" Cove	Installed 6" Cove	Porcelain Floor <250 sq. ft.

RFP 22-02-G Asbestos Abatement – Flooring (NO BIDDER)

Preference	Bidder		0 to 500 sq. ft.	500-1000 sq. ft.	1000-2000 sq. ft.	2000-5000 sq. ft.	Greater than 5000 sq. ft.

RFP 22-02-H Asbestos Abatement-Surfacing (NO BIDDER)

Preference	Bidder		0-500 sq. ft.	500-1000 sq. ft.	1000-2000 sq. ft.	2000-5000 sq. ft.	Greater than 5000 sq. ft.

TRADES BID #22-02 RECAP
Effective September 1, 2021 thru August 31, 2023

RFP 22-02-I- Asbestos Abatement-TSI (Thermal System Installation) (NO BIDDER)

Preference	Bidder		3/4" to 2" pipe	2-1/2" to 4" pipe	6" to 8" pipe	Pipe Joints	Boiler & Tank

RFP 22-02-J Roof Repair & Re-Roofing Services

RFP 22-02-J Single Ply Roofing

Preference	Bidder	City	Craftsman	Laborer	2-Man Crew	4-Man Crew	Material Mark Up	Overtime Multiplier	Holiday Multiplier
1	Lydick-Hooks Roofing Co.	Wichita Falls, TX	\$65.00/hr.	\$52.00/hr.	\$900.00/day	\$1500.00/day	35%	1.5	2.0

RFP 22-02-J Roof Repair of Metal Roof

Preference	Bidder	City	Craftsman	Laborer	2-Man Crew	4-Man Crew	Material Mark Up	Overtime Multiplier	Holiday Multiplier
1	Lydick-Hooks Roofing Co.	Wichita Falls, TX	\$67.00/hr.	\$55.00/hr.	\$950.00/day	\$1700.00/day	35%	1.5	2.0

RFP 22-02-J Roof Repair of Shingles

Preference	Bidder	City	Craftsman	Laborer	2-Man Crew	4-Man Crew	Material Mark Up	Overtime Multiplier	Holiday Multiplier
1	Lydick-Hooks Roofing Co.	Wichita Falls, TX	\$65.00/hr.	\$52.00/hr.	\$900.00/hr.	\$1500.00/hr.	35%	1.5	2.0

TRADES BID #22-02 RECAP
Effective September 1, 2021 thru August 31, 2023

RFP 22-02-J Roof Repair of Built-Up Roofing

Preference	Bidder	City	Craftsman	Laborer	Material Mark Up	OT Multiplier	Holiday Multiplier	Overtime Multiplier	Holiday Multiplier
1	Lydick-Hooks Roofing	Wichita Falls, TX	\$65.00/hr.	\$52.00/hr.	\$900.00/hr.	\$1500.00/day	35%	1.5	2.0

RFP 22-02-K Fire Alarm and Security System Installation & Repair and Public Address System Installation & Repair

Preference	Bidder		Craftsman	Laborer	Material Mark Up	Overtime Multiplier	Holiday Multiplier
1	C & I Electronics	Wichita Falls, TX	\$66.00/hr.	\$39.00/hr.	N/A	1.5	2.0

RFP 22-02-L Commercial Door Installation and Repair (NO BIDDER)

Preference	Bidder		Craftsman	Laborer	Material Mark Up

RFP 22-02-M Overhead Door Installation and Repair (NO BIDDER)

Preference	Bidder		Craftsman	Laborer	Material Mark Up	Overtime Multiplier	Holiday Multiplier

TRADES BID #22-02 RECAP
Effective September 1, 2021 thru August 31, 2023

RFP 22-02-N Suspended Ceiling Installation & Repair (NO BIDDER)

Preference	Bidder		Vinyl Clad Alum. Grid w/ 2x2 vinyl	Standard Grid w/ specified 2x2 tiles	Removal of existing ceiling system	6" Fiberglass Insulation	Vinyl Clad Aluminum Grid	Standard Steel Grid	Other	Material Mark Up

RFP 22-02-O- Refuse & Salvage Dumpster Services

Preference	Bidder		Setting Fee (30 yd. container)	Pick Up (30 yd. container)	Monthly Fee (30 yd. container)	Disposal Rate
1	WFPC/ Ltd.	Wichita Falls, TX	\$75.00 each	\$175.00 each	\$1.00/Day	\$28.00/ton

RFP 22-02-P- Grease Trap & Sewage Pumping and Jetting Services

Preference	Bidder	Pumping Rate*	Grease Disposal*	Sewage Disposal*	Sewer Jetting Machine	Overtime Multiplier	Holiday Multiplier
1	IMC Waste Disposal Inc.	\$0.15/gal.	\$0.20/gal.	\$0.20/gal.	\$95.00/hr. 3 hr. min.	1.5	2.0

RFP 22-02-Q Wallcovering Installation (NO BIDDER)

Preference	Bidder		Comm. Vinyl, Installed	Dry Wall Finishing	Material Mark Up	Tape & Bed	Texture

TRADES BID #22-02 RECAP
Effective September 1, 2021 thru August 31, 2023

RFP 22-02-R Crane Service

Preference	Bidder		One Man & Service Truck	Crane Truck & Operator (23 ton)	Crane Truck & Operator (40 ton)	Crane Truck & Operator (65 ton)	Crane Truck & Operator (100 ton)	Overtime Multiplier	Holiday Multiplier
1	B.W. Strayhorn Co. Inc.	Wichita Falls, TX	\$ N/A	\$200.00/hr. 3 hr. min	\$200/hr. 3 hr. min.	\$275/hr. 4 hr. min.	\$275/hr. 4 hr. min.	1.5	2.0

RFP 22-02-S Concrete Construction and Repair (NO BIDDER)

Preference	Bidder		4 inch	6 inch	Concrete Demo & Removal	Asphalt Demo & Removal

RFP 22-02-T Forklift Service & Repair

Preference	Bidder		Labor Rate	Material Mark Up	Towing Charge	PM Forklift Only	PM Transmission & Hydraulics
1	Bolf Enterprise	Wichita Falls, TX	\$95.00/hr.	30%	\$125.00/ In Town	\$85.00/hr.+parts	\$125.00/hr.+parts

Bid # 22-02 U Asbestos Air Monitoring (NO BIDDER)

Preference	Bidder	City	DSHS Asbestos Consultant	DSHS Asbestos Inspector	Asbestos Bulk Sample/Standard	Asbestos Bulk Samples/Rush	Asbestos Survey Final Report	Asbestos Specifications

WICHITA FALLS ISD BOARD OF TRUSTEES
August 10, 2021

Agenda Item:	RFP #22-09 Catalog: T-Shirts and Personalized Items		
Administrator Responsible:	Tim Sherrod, Chief Financial Officer		
Attachments:	Vendor List		
<input type="checkbox"/> Action Needed	<input checked="" type="checkbox"/> Future Action	<input type="checkbox"/> Information	<input type="checkbox"/> Report

Administrative Information:

That the Wichita Falls Independent School District Board of Trustees award RFP #22-09 Catalog: T-Shirts and Personalized Items, as submitted by Tim Sherrod, Chief Financial Officer and as recommended by Michael S. Kuhrt, Superintendent of Schools.

Explanation:

RFP #22-09 Catalog: T-Shirts & Personalized Items is for a period of two (2) years, beginning September 1, 2021 and ending August 31, 2023. The bid was advertised twice in the Times Record News, and posted on the Public Purchase website. Forty-one (41) vendors accessed the RFP, and sixteen (16) vendors delivered valid submissions. The vendors' discounts vary based on type of items and volume. Lauren Zotz, Director of Purchasing, and Susan Fisher, Purchasing Specialist I reviewed the valid submissions.

Fiscal Note:

Expenditures are from the respective budgeted campus and/or department budgets. Expenditures exceeding \$100,000 require Board approval per Policy CH (Local).

RFP 22-09
Catalog: T-shirts and Personalized Items
Valid 9/1/2021 - 8/31/2023

Qty	Vendor	City, State	Contact Name	Conflict of Interest Identified	Website	Email	Phone	Method of Payment	Product Availability	Design/Art Assistance	Set-up Fees for First Time Orders	Comments	Set-up Fee for Exact Duplicate Artwork	Shipping	Discount
1	D & B Sports ETC, LLC	Wichita Falls, Texas	W. O. Franklin	Alisha Crouch, WFISD Counselor, family member	www.dbsportswf.com	dbsports@twc.com	940.781.5863	PO/check	TBD	TBD	TBD	website and email address not provided	TBD	TBD	TBD
2	Hoegger Communications	Wichita Falls, Texas	Erica Sawyer, Project Manager; Jackie Hoegger, Owner	none stated	www.teamhoegger.com	erica@teamhoegger.com ; jackie@teamhoegger.com	940.692.7999	PO/check	Promotional products, also known as ad specialties, apparel, t-shirts, caps and hats, t-shirts, bags, tech products, backpacks, computers, and mobile accessories. mugs, pens, etc. Items can be printed, screen printed, and embroidered.	TBD	TBD	n/a	TBD	Free local delivery	15% WFISD discount, minimum order varies
3	Impressions	Wichita Falls, Texas	Jered Graham	none stated	not listed	not provided	not provided	PO/check	T-shirts and personalized items	TBD	TBD		TBD	Free local delivery	not listed
4	Sheila Oneal, DBA Oneals Screen Printing & Designs	Wichita Falls, Texas	Sheila Ann Oneal	none stated	none listed	sonelsscreenprinting@gmail.com	940.642.6130	PO/check	T-shirts, key chains, Christmas decorations, car fresheners (with school logos)	TBD	TBD		TBD	Local Delivery included	Quoted Pricing
5	Branded1st	Carrollton, Texas	Derrell Conway	none stated	www.branded1st.com	derrell@branded1st.com	972.394.1458	PO/check	Personalized clothing, drinkware, bags, gift items, household item, office supplies, trinkets, most anything on website.	YES	TBD	n/a	Retail charge minus 30%	TBD	up to 30% volume pricing
6	G&G Investments dba Gandy Ink	San Angelo, Texas	Mickey Pemberton (local to Wichita Falls)	none stated	www.gandyink.com	patty.pemberton@gandyink.com	903.814.0872	PO/check	Gandy Ink provides screen printed and embroidered apparel such as t-shirts, sweat shirts, polo shirts, woven shirts, jackets and caps for various school groups. We also have spirit items such as mugs, decals, tote bags, spirit sleeves, koozies, spirit towels, stadium seats and stadium blankets. See website.	FREE	FREE	No upcharge for larger sizes, 5 free shirts for every 50 purchased	FREE	TBD	Volume Discount, 5%-15%
7	Spirit Worx	Fort Worth, Texas	Kayla Riddle	none stated	none listed	none listed	817.477.4748	PO/check	T-shirts and personalized items	TBD	TBD		TBD	TBD	TBD
8	4Imprint	Oshkosh, Wisconsin	Shay Freund	none stated	www.4imprint.com	govrequests@4imprint.com	877.446.7746	PO/check	promotional products, shirts, custom pen, wallets, cups, mugs, etc	FREE	YES	No upcharge for larger sizes	FREE	Local Delivery included	10% off web pricing (with Code) (Plus volume discounts)
9	Bay Promo, LLC	Tampa, Florida	Margina Arguello	none stated	www.baypromo.net	harguello@baypromo.net ; sales@baypromo.net	800.410.4718	PO/check	Screen Printed, Imprinted and Embroidered T-Shirts, Hats, Scarves, Sweatshirts, Polo Shirts, Jackets, Socks, etc. Personalized Bags, office supplies, promotional trinkets, household items, entertainment items, small tools, flags, key chains, executive items, miscellaneous.	no	TBD	n/a	TBD	TBD	TBD
10	Custom Sportswear, Inc.	Sewell, New Jersey	Josh Collins	none stated	www.customsportswear.com	josh@customsportswear.net	800.697.0330	PO/check	T-shirts and personalized items	TBD	TBD	website and email address not provided	TBD	TBD	TBD
11	It's Greek to Me, Inc, dba Champion	Manhattan, Kansas	Jaime Bohnenblust	none stated	https://championteamwear.com	mhk-gtmbids@hanes.com	800.336.4486	PO/check	Champion Teamwear, uniforms, apparel and accessories,	TBD	TBD	upcharge on larger sizes, free ship over \$100 (5.95 for smaller orders), 5-7 wks sublimation	TBD	not listed	15% off uniforms, 10% off apparel and accessories, clearance items not discounted, other promotions may apply
12	Positive Promotions	Hauppauge, New York	Luke Marchese	none stated	www.positivepromotions.com	services@positivepromotions.com	800.635.2666	PO/check	T-shirts and personalized items	TBD	TBD		TBD	Discounted or FREE standard shipping	5%
13	RIDDELL	North Ridgeville, Ohio	Robin Campbell Hotchkiss	none stated	www.riddell.com/team-catalog/	rcampbell@riddellsales.com	800.275.5338 ext 8967	PO/check	See Team Catalog	TBD	TBD	DO NOT USE FOR JH OR HS TEAM UNIFORMS	TBD	Quoted	1-40% from catalog prices
14	School Tee Factory	Sewell, New Jersey	Ron Dozenski	none stated	none listed	none listed	800.697.0330	PO/check	T-shirts and personalized items	TBD	TBD		TBD	TBD	TBD

WICHITA FALLS ISD BOARD OF TRUSTEES
August 10, 2021

Agenda Item:	RFP #22-11 Catalog: Fundraisers		
Administrator Responsible:	Tim Sherrod, Chief Financial Officer		
Attachments:	Vendor List		
<input type="checkbox"/> Action Needed	<input checked="" type="checkbox"/> Future Action	<input type="checkbox"/> Information	<input type="checkbox"/> Report

Administrative Information:

That the Wichita Falls Independent School District Board of Trustees award RFP #22-11 Catalog: Fundraisers, as submitted by Tim Sherrod, Chief Financial Officer and as recommended by Michael S. Kuhrt, Superintendent of Schools.

Explanation:

RFP #22-11 Catalog: Fundraisers is for a period of two (2) years beginning September 1, 2021 and ending August 31, 2023. The bid was advertised twice in the Times Records News, and posted on the Public Purchase website. Nineteen (19) vendors downloaded the RFP documents, and seven (7) vendors delivered valid submissions. The responding vendors' fundraising discounts vary based on type. Lauren Zotz, Director of Purchasing, and Susan Fisher, Purchasing Specialist I reviewed the submissions.

Fiscal Note:

Expenditures are from the respective campus budgets. Expenditures exceeding \$100,000 require Board approval per Policy CH (Local).

RFP 22-11
Fundraisers
Valid 9/1/2021 - 8/31/2023

Vendor	City, State	Permit Application	Contact Name	Website	Email	Grade Levels	Products	Product Price Ranges	Sales Methods	Anticipated Profit
Bonvee Inc DBA Boon Supply	Mill Valley, California	YES	Jon Snyder, President	www.boonsupply.com	customercare@boonsupply.com	K-12	Reusable bags, accessories, kitchenware and giftables with 12 month warranty	\$12 - \$54	Online, Social Media	Up to 40%
Branded1st	Carrollton, Texas	YES	Derrell Conway	www.branded1st.com	derrell@branded1st.com	K-12	hundreds of options, variable manufacturers' warranties	\$10 - \$100+	Online	10 - 30%
Deanan Gourmet Product, Inc., DBA Deanan Gourmet Popcorn	Wylie, Texas	YES	Janet Aaron	www.deanan.com	orders@deanan.com	K-12	Gourmet Popcorn (guaranteed fresh)	\$3 - \$7	Online, pre-sales, face-to-face	50% +
Freedom Fundraising	Chandler, Indiana	YES	Cindy Schwitz	www.freedomfundraising.com	fundraising@freedomfundraising.com	K-12	Snacks, Candy, and other items	\$0.50 - \$15	Face-to-face, pre-sale	+/- 50%
Pala Supply Company, Inc.	Lubbock, Texas	YES	Larry Jost	www.gsgfundraisers.com	larry@gsgfundraising.com	K-12	Popcorn, cookie dough, chocolate, nuts, snacks, candles, wrapping paper, household items, etc., 100% customer/parent guarantee	\$1 - \$40	Online, pre-sales, face-to-face	45 - 50%
World's Finest Chocolate	Chicago, Illinois	YES	Larry Jost	www.gsgfundraisers.com	larry@gsgfundraising.com	K-12	Chocolate bars, 100% customer/parent guarantee	\$1 - \$2	Face-to-face	45%
Scholastic Book Fairs	Cincinnati, Ohio (employs over 500 in Texas)	YES	Donna Hagan	www.scholasticbookfairs.com	dhagan@scholasticbookfairs.com	K-8	Books, Book Fairs, satisfaction guaranteed	\$1 - \$20		25 - 50% (in Scholastic Credit)

WICHITA FALLS ISD BOARD OF TRUSTEES
August 10, 2021

Agenda Item:	Skyward Finance Annual License Agreement		
Administrator Responsible:	Tim Sherrod, Chief Financial Officer		
Attachments:	2021-2022 Skyward Finance Invoice		
<input type="checkbox"/> Action Needed	<input checked="" type="checkbox"/> Future Action	<input type="checkbox"/> Information	<input type="checkbox"/> Report

Administrative Recommendation:

That the Wichita Falls Independent School District Board of Trustees renew our Skyward Finance Annual License Agreement for the 2021-2022 fiscal year, as submitted by Tim Sherrod, Chief Financial Officer and as recommended by Michael S. Kuhrt, Superintendent of Schools.

Explanation

Wichita Falls Independent School District utilizes Skyward Finance for the management of District funds, as well as for Payroll, HR, Inventory, Fixed Assets, and PEIMS. The Skyward Finance invoice for the 2021-2022 fiscal year is attached.

Fiscal Note:

Expenditures exceeding \$100,000 require Board approval per Policy CH (Local).



Invoice Detail

WICHITA FALLS ISD
 ATTN: ACCOUNTS PAYABLE
 1104 BROAD STREET
 WICHITA FALLS, TX 76301-4412

Invoice # 0000209625
Invoice Date 07/01/2021
Due Date 07/15/2021
Invoice Total 112,303.00

* Invoice was emailed.

<u>Qty.</u>	<u>Item Description</u>	<u>Unit Price</u>	<u>Extension</u>
1.00	FINANCIAL MANAGEMENT ANNUAL LICENSE FEE	24,916.0000	24,916.00
1.00	PAYROLL ANNUAL LICENSE FEE	14,196.0000	14,196.00
1.00	TRUE TIME ANNUAL LICENSE FEE	12,081.0000	12,081.00
1.00	EMPLOYEE ACCESS ANNUAL LICENSE FEE	9,063.0000	9,063.00
1.00	FIXED ASSETS ANNUAL LICENSE FEE	9,063.0000	9,063.00
1.00	INVENTORY ANNUAL LICENSE FEE	9,063.0000	9,063.00
1.00	EMPLOYEE MANAGEMENT ANNUAL LICENSE FEE	7,551.0000	7,551.00
1.00	SUBSTITUTE TRACKING ANNUAL LICENSE FEE	6,646.0000	6,646.00
1.00	SCHOOL BASED ACTIVITY ACCOUNTING ANNUAL LICENSE FEE	6,128.0000	6,128.00
1.00	FAST TRACK ANNUAL LICENSE FEE	4,532.0000	4,532.00
1.00	PEIMS FINANCE ANNUAL LICENSE FEE	4,532.0000	4,532.00
1.00	SALARY NEGOTIATIONS ANNUAL LICENSE FEE	4,532.0000	4,532.00

Annual License Fees: 07/01/2021 - 06/30/2022

Received
 MAR 22 2021
 S Brozina

Total Extension 112,303.00

REMIT TO:

SKYWARD ACCOUNTING DEPT
 2601 SKYWARD DRIVE
 STEVENS POINT, WI 54482

Invoice # 0000209625
Invoice Date 07/01/2021
Payor WICHITA FALLS ISD
Due Date 07/15/2021 (WICHITX 000)

Invoice Amount: 112,303.00
Remit Amount:

WICHITA FALLS ISD BOARD OF TRUSTEES
August 10, 2021

Agenda Item:	Recommendation for modification to the WFISD 2021-2022 School Calendar		
Administrator Responsible:	Debby Patterson, Executive Director of School Administration		
Attachments:	School Calendar		
<input type="checkbox"/> Action Needed	<input checked="" type="checkbox"/> Future Action	<input type="checkbox"/> Presentation	<input type="checkbox"/> Report

Administrative Recommendation:

That the Wichita Falls Independent School District Board of Trustees be informed of the recommendation to modify the 2021-2022 School Calendar as presented by Debby Patterson, Executive Director of School Administration, and recommended by Michael S. Kuhrt, Superintendent of Schools.

Explanation:

The district calendar is typically approved every year in January. Changes made in previous year's calendars have not been experienced prior to the new calendar's submission. Now that the district has experienced graduation ceremonies occurring in three consecutive evenings at the stadium, administration, along with the high school campuses would like to recommend modifying the approved 2021-2022 calendar.

The recommended change to the calendar was shared with campus administration during the leadership meetings in July. All levels of campuses had no issues with the recommended change.

The District Advisory Committee will review the recommended changes on Monday, August 9. If approved, Administration would like for the Board to consider the modification for adoption.

Fiscal Note:

None

2021-2022 WICHITA FALLS ISD

STUDENT CALENDAR

JULY 2021						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

AUGUST 2021						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11		13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

SEPTEMBER 2021						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

OCTOBER 2021						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

NOVEMBER 2021						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

DECEMBER 2021						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Student Holidays/Important Dates

- Sept. 6.....Labor Day
- Oct. 11.....Columbus Day
- Nov. 22-26.....Thanksgiving Break
- Dec. 20-Jan. 4.....Winter Break
- Jan. 1.....New Year's Day
- Jan. 17..... MLK Day
- Feb. 21.....President's Day
- Mar. 14-18.....Spring Break
- April 17.....Easter
- May 30.....Memorial Day

Minute Calculation (min. 75,600)

- 170 days @ 440 min. = 74,800
- 2 ER days @ 240 min. = 480
- 2 SD days @ 360 min. = 720











Total minutes 76,000
 Required minutes 75,600
 Difference 400

Difference is equal to -
 3 late starts

Inclement weather days built in

April 18th and May 20th

First semester – 82 days
 Second semester – 90 days = 172 days

-  FIRST DAY OF SCHOOL
-  PARENT CONFERENCES – ALL GRADES
-  STAFF DEV. – STUDENT HOLIDAY
-  STAFF DEV. – OPT OUT
-  TEACHER PLANNING/STUDENT HOLIDAY
-  STUDENT AND TEACHER HOLIDAY
-  INCLEMENT WEATHER DAY
-  EARLY RELEASE DAY/END OF SEMESTER
-  END OF 9 WEEKS
-  END OF 6 WEEKS

JANUARY 2022						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

FEBRUARY 2022						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

MARCH 2022						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

APRIL 2022						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

MAY 2022						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JUNE 2022						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MAY 2022						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

WICHITA FALLS ISD BOARD OF TRUSTEES
August 10, 2021

Agenda Item:	Adoption of 2021-2022 Student Code of Conduct		
Administrator Responsible:	Debby Patterson, Executive Director of School Administration		
Attachments:	Student Code of Conduct		
<input checked="" type="checkbox"/> Action Needed	<input type="checkbox"/> Future Action	<input type="checkbox"/> Presentation	<input type="checkbox"/> Report

Administrative Recommendation:

That the Wichita Falls Independent School District Board of Trustees review and adopt the 2021-2022 Student Code of Conduct as submitted by Debby Patterson, Executive Director of School Administration, and as recommended by Michael S. Kuhrt, Superintendent of Schools.

Wichita Falls ISD
Student Code of Conduct
2021–22

If you have difficulty accessing the information in this document because of disability, please contact the WFISD Community Relations Office at (940)235-1004.

Wichita Falls ISD Campus Behavior Coordinators

High Schools	Email address	Phone (940)	Principal/AP
Hirschi Int'l Baccalaureate	dalbus@wfid.net	235-1070 x 30002	Doug Albus
	jfaurie@wfid.net	x 30005	James Faurie
	kstutz@wfid.net	x 30006	Kim Jans-Stutz
	acalliste@wfid.net	X 30004	Alston Calliste
Rider High	cblair@wfid.net	235-1077 x 31002	Cody Blair
	tfarris@wfid.net	x 31013	Troy Farris
	fwood@wfid.net	x 31005	Falesha Wood
	smroczkowski@wfid.net	x 31006	Sally Mroczkowski
Wichita Falls High	thradtke@wfid.net	x 31004	TiAda Radtke
	cnash@wfid.net	235-1084 x 32002	Christy Nash
	wcalhoon@wfid.net	x 32005	Wayne Calhoon
	tdavis@wfid.net	x 32013	Tami Davis
	plmoore@wfid.net	x 32004	Patrick Moore
	nmims@wfid.net	x 32006	Nicholas Mims
	Middle Schools		
	Barwise Middle School	pbraveboy@wfid.net	235-1108 x 40002
rdavenport@wfid.net		x 40027	Roy Davenport
clfreeman@wfid.net		x 40004	Christopher Freeman
bdeleon@wfid.net		x 40005	Brenda DeLeon
Kirby Middle School	smacunningham@wfid.net	235-1113 x 41002	Shannon Cunningham
	msilva@wfid.net	x 41005	Melissa Silva
	ross@wfid.net	x 41004	Richard Ross
McNiel Middle School	sbynum@wfid.net	235-1118 x 42002	Summer Bynum
	rforney@wfid.net	x 42006	Robert Forney
	jmccartney@wfid.net	x 42005	Jackie McCartney
	kfrazier@wfid.net	x 42004	Katherine Frazier
Elementary Campuses			
Brook Village Early CH	lwillis@wfid.net	235-1132 x 51002	Letitia Willis
Burgess	jshill@wfid.net	235-1136 x 52002	Jeff Hill
	kgates@wfid.net	x 52004	Kelli Gates
Crockett	jsthenias@wfid.net	235-1140 x 53002	Jesse Thomas
	lbcoyle@wfid.net	x 53004	Lydia Coyle
Cunningham	dmartin@wfid.net	235-1144 x 54002	Donna Martin
	ralfert@wfid.net	x 54004	Rebecca Alfert
Fain	crichie@wfid.net	235-1148 x 55002	Clarisa Richie
	ftarver@wfid.net	x 55004	Frank Tarver
Farris Early Childhood	ptinker@wfid.net	235-4302 x 68002	Paula Tinker
Continued on next page			

Fowler	ammartin@wfid.net	235-1152 x 56002	Alexandra Martin
	asimmons@wfid.net	x 56004	Amy Simmons
Franklin	amurdock@wfid.net	235-1156 x 57002	Ashley Murdock
	mstone@wfid.net	x 57004	Molly Stone
Haynes	tbrowne@wfid.net	235-1160 x 58002	Tristan Browne
Jefferson	eadkins@wfid.net	235-1168 x 60002	Erica Adkins
	kroberts@wfid.net	x 60004	Kelli Roberts
Lamar	agarcia@wfid.net	235-1172 x 61002	Amanda Garcia
	camiller@wfid.net	x 61004	Chrystal Miller
Milam	gayers@wfid.net	235-1176 x 62002	Gena Ayers
	clcook@wfid.net	x 62004	Cassandra Cook
Scotland Park	lscott@wfid.net	235-1180 x 63002	Laura Scott
	kheathington@wfid.net	x 63004	Kelli Heathington
Sheppard	cwaddell@wfid.net	235-1184 x 65002	Cindy Waddell
	ltaylor@wfid.net	x 65014	Lauryn Taylor
Southern Hills	khunter@wfid.net	235-1188 x 64002	Kacy Hunter
	sdbrown@wfid.net	x 64004	Stacy Brown
Washington, Booker T.	aroooney@wfid.net	235-1196 x 67002	Angela Rooney
	ssanfordlewis@wfid.net	x 67004	Synquis Lewis
West Foundation	ksmith@wfid.net	235-1192 x 66002	Kim Smith
	jwjacobs@wfid.net	x 66004	Jared Jacobs
Zundy	rhernandez@wfid.net	235-1123 x 59002	Rebecca Hernandez
	Jbaka@wfid.net	x 59004	Joseph Baka
Head Start Centers			
Northwest Head Start	ptinker@wfid.net	235-4307 x 68102	Paula Tinker
Alternative Campuses			
Career Education Ctr.	skirby@wfid.net	235-1091 x 33002	Synthia Kirby
	jspurgers@wfid.net	x 33004	Jennifer Spurgers
Denver Alternative Ctr.	lnichols@wfid.net	235-1101 x 35002	Linda Nichols
JJAEP/ Juvenile Det.	rbryant@wfid.net	766-8225 x 6033	Russell Bryant

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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 Community Relations Office at (940) 235-1004.

Purpose

The Student Code of Conduct (“Code”), 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 Student Code of Conduct has been adopted by the Wichita Falls ISD 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 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 shall be posted at each school campus or shall be available for review at the campus principal’s office. Additionally, the Code 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 37 of the Education Code.

Because the Student 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 and the Student Handbook, the Code 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 or 37.0081; and
12. When the student is required to register as a sex offender.

Campus Behavior Coordinator

As required by law, a person at each campus must be designated to serve as the campus behavior coordinator. The designated person may be the principal or any other campus administrator selected by the principal. The campus behavior coordinator is primarily responsible for maintaining student discipline. In accordance with the District's state approved innovation plan, WFISD is exempt from the state law requiring that a single administrator be designated as campus behavior coordinator. All campus administrators in WFISD are responsible for discipline management. See policy FO(LOCAL). For terminology clarification throughout this document, 'principal', 'campus administration', 'appropriate administrator', and 'campus behavior coordinator' hold the same meaning as it pertains to discipline management. A list of campus administrators including email addresses and phone numbers can be found on the district's website and the first page of this code.

Threat Assessment and Safe and Supportive School Team

The campus behavior coordinator or other appropriate administrator will work closely with the campus threat assessment 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.

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

School administration, 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

To ensure the security and protection of students, staff, and property, the board employs a chief of police and police officers. In accordance with law, the board has coordinated with the campus behavior coordinator and other district employees to ensure appropriate law enforcement duties are assigned to security staff and not tasked with behavioral or administrative duties better addressed by other district employees. The law enforcement duties of district peace officers are listed in policy CKE(LOCAL).

“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.

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, school resource officer (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:

School District Authority and Jurisdiction

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.

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 **DAEP—Restrictions During Placement** on page 21 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 Student 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 **Out-of-School Suspension** on page 15, **DAEP Placement** on page 17, **Placement and/or Expulsion for Certain Offenses** on page 24, and **Expulsion** on page 27, 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** as detailed on page 14.

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. (For assault, see **DAEP—Placement and/or Expulsion for Certain Offenses** on page 24.)
- Threaten a district student, employee, or volunteer, including off school property if the conduct causes a substantial disruption to the educational environment.
- 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. (For felony criminal mischief, see **DAEP— Placement and/or Expulsion for Certain Offenses** on page 24.)
- 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. (For felony robbery, aggravated robbery, and theft, see **DAEP— Placement and/or Expulsion for Certain Offenses** on page 24.)
- 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;
- 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, 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.

*For weapons and firearms, see **DAEP—Placement and/or Expulsion for Certain Offenses** on page 24. In many circumstances, possession of these items is punishable by mandatory expulsion under federal or state law.

Possession of Telecommunications or Other Electronic Devices

Students shall not:

- Use a telecommunications device, including a cell phone, or other electronic device in violation of district and campus rules.

TEA prohibits having cell phones on during administration of any state-mandated assessment, and a student’s assessment will be marked invalid if use of a phone is discovered.

Illegal, Prescription, and Over-the-Counter Drugs

Students shall not:

- Possess, use, give, or sell alcohol or an illegal drug. (Also see **DAEP Placement** on page 16 and **Expulsion** on page 27 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.

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, 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. These rules may be posted in classrooms or given to the student and may or may not constitute violations of the Code.

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. 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.

Students with Disabilities

The discipline of students with disabilities is subject to applicable state and federal law in addition to the Student 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 for conduct meeting the definition of bullying, cyberbullying, harassment, or making hit lists (see **glossary**) until an 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 Student 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.
- Counseling by teachers, school counselors, or administrative personnel.
- Parent-teacher conferences.
- Behavior coaching.
- Anger management classes.
- Mediation (victim-offender).
- 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.

- 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.
- Out-of-school suspension, as specified in **Out-of-School Suspension** on page 15.
- Placement in a DAEP, as specified in **DAEP** on page 17.
- Expulsion and/or placement in an alternative educational setting, as specified in **Placement and/or Expulsion for Certain Offenses** on page 24.
- Expulsion, as specified in **Expulsion** on page 27.
- 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.
- 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 campus behavior coordinator 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 campus behavior coordinator shall also notify a student's parent if the student is taken into custody by a law enforcement officer under the disciplinary provisions of the Education Code.

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 campus behavior coordinator shall send written notification by U.S. Mail. If the campus behavior coordinator 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.

Appeals

Questions from parents regarding disciplinary measures should be addressed to the teacher, campus administration, or campus behavior coordinator, 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 the policy may be obtained from the principal's office, the campus behavior coordinator's office, or the central administration office or through Policy On Line at the following address: <https://pol.tasb.org/Home/Index/1228>.

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

Although Durham Transportation is authorized and generally initiates all corrective action involving incidents occurring on the bus, a bus driver may refer a student to the appropriate campus administrator's office to maintain effective discipline on the bus. The administrator 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, a campus administrator or authorized representative of Durham Transportation 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 campus behavior coordinator's office as a discipline management technique. The campus behavior coordinator 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 to maintain effective discipline in the classroom.

Formal Removal

A teacher may initiate a formal removal from class if:

1. A student's behavior has been documented by the teacher as repeatedly interfering with the teacher's ability to teach the class or with other students' ability to learn; or
2. The behavior is so unruly, disruptive, or abusive that the teacher cannot teach, and the students in the classroom cannot learn.

Within three school days of the formal removal, the campus behavior coordinator 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 campus behavior coordinator 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 campus behavior coordinator or other administrator may place the student in:

- Another appropriate classroom.
- In-school suspension.
- 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.

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 consent.

A student who has been formally removed by a teacher for any other conduct may be returned to the teacher's class without the teacher's consent if the placement review committee determines that the teacher's class is the best or only alternative available.

Out-of-School Suspension

Misconduct

Students may be suspended for behavior listed in the Code as a general conduct violation, DAEP offense, or expellable offense.

The district shall not use out-of-school suspension for students in grade 2 or below 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 contains the elements of assault, sexual assault, aggravated assault, or aggravated sexual assault, as provided by the Penal Code; 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 suspended 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 campus behavior coordinator 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 campus behavior coordinator 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 campus behavior coordinator 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 cocurricular activities.

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 in-school suspension 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

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 in conjunction with other students.

A student who is court ordered to JJAEP 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 JJAEP placement.

In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the campus behavior coordinator shall take into consideration:

7. Self-defense (see **glossary**),
8. Intent or lack of intent at the time the student engaged in the conduct,
9. The student's disciplinary history,
10. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
11. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
12. 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.

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 commit or attempt to commit 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.

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, other than aggravated robbery or those listed as offenses in

Disciplinary Alternative Education Program (DAEP) Placement

Title 5 (see **glossary**) of the Penal Code, 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.

The campus behavior coordinator **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).
 - Sells, gives, or delivers to another person or possesses, uses, or is under the influence of marijuana, a controlled substance, or a dangerous drug in an amount not constituting a felony offense. 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. (School-related felony drug offenses are addressed in **Expulsion** on page 27.) (See **glossary** for "under the influence" "controlled substance," and "dangerous drug.")
 - 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, if the conduct is not punishable as a felony offense. (School-related felony alcohol offenses are addressed in **Expulsion** on page 27.)
 - Behaves in a manner that contains the elements of an offense relating to abusable volatile chemicals.
 - 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 42.07(a)(1), (2), (3), or (7).
- Engages in expellable conduct and is between six and 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 against any school employee or volunteer on or off school property. (Committing retaliation in combination with another expellable offense is addressed in **Expulsion** on page 27.)
- Engages in conduct punishable as aggravated robbery or a felony listed under Title 5 (see **glossary**) of the Penal Code when the conduct occurs off school property and not at a school-sponsored or school-related event and:
 1. The student receives deferred prosecution (see **glossary**),
 2. A court or jury finds that the student has engaged in delinquent conduct (see **glossary**), or

Disciplinary Alternative Education Program (DAEP) Placement

3. The superintendent or designee has a reasonable belief (see **glossary**) that the student engaged in the conduct.

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.

Process

Removals to a DAEP shall be made by the campus behavior coordinator.

Conference

When a student is removed from class for a DAEP offense, the campus behavior coordinator 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 campus behavior coordinator 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 campus behavior coordinator 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.

Disciplinary Alternative Education Program (DAEP) Placement

Placement Order

After the conference, if the student is placed in a DAEP, the campus behavior coordinator shall write a placement order. A copy of the DAEP placement order 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, the placement order shall give notice of the inconsistency.

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 campus behavior coordinator shall determine the duration of a student's placement in a DAEP.

DAEP placements will be for 90 days with a possibility of early release at 20 days for the first placement of a school year, 30 days for the second placement and 45 for the third. The length of any subsequent assignments within one school year will be determined on a case by case basis. Outside extensions for each minimum requirement are rare but may be made based on the seriousness of the offense.

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 campus behavior coordinator 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.

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 principal's office, the campus behavior coordinator's office, the central administration office, or through Policy On Line at the following address: [Policy Online](#).

Appeals shall begin at level one with the campus principal unless otherwise determined by the superintendent or his designee.

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

State law prohibits a student placed in a DAEP for reasons specified in state law from attending or participating in school-sponsored or school-related extracurricular activities.

A student placed in a DAEP shall be provided transportation for the first placement of a school year unless he or she is a student with a disability who is entitled to transportation in accordance with the student's individualized education program (IEP) or Section 504 plan. It will be the parent's responsibility to provide transportation directly to the DAEP for subsequent placements.

For seniors who are eligible to graduate and are assigned to a DAEP at the time of graduation, the placement in the program shall continue through graduation, and the student shall not be allowed to participate in the graduation ceremony and related graduation activities.

Placement Review

A student placed in a DAEP shall be provided a review of his or her status, including academic status, by the campus behavior coordinator 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.

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

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be conducted, and the campus behavior coordinator 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 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 campus behavior coordinator 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 campus behavior coordinator 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.

Newly Enrolled Students

The district shall continue the DAEP 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.

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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 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

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.

Certain Felonies

Regardless of whether 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 campus behavior coordinator 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:

Placement and/or Expulsion for Certain Offenses

- Have received deferred prosecution for conduct defined as aggravated robbery or a Title 5 felony offense;
- Have 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;
- Have been charged with engaging in conduct defined as aggravated robbery or a Title 5 felony offense;
- Have 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
- Have 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 campus behavior coordinator 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.

Placement and/or Expulsion for Certain Offenses

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.

Expulsion

In deciding whether to order expulsion, regardless of whether the action is mandatory or discretionary, the campus behavior coordinator 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.

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 school property or while attending a school-sponsored or school-related activity 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**.)

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**.)
- 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.
 - Aggravated kidnapping.
 - 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 marijuana, a controlled substance, a dangerous drug, or alcohol, or committing a serious act or offense while under the influence of alcohol.
- Engaging in retaliation against a school employee or volunteer combined with one of the above-listed mandatory expulsion offenses.

Under Age Ten

When a student under the age of ten 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.

Process

If a student is believed to have committed an expellable offense, the campus behavior coordinator 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 campus behavior coordinator or other administrator may place the student in:

- Another appropriate classroom.
- In-school suspension.
- 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 Executive Director of School Administration 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's designee 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 Office of School Administration 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 Student Code of Conduct, the expulsion order shall give notice of the inconsistency.

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 designee 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 an additional disciplinary order issued as a result.

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 continue the expulsion of any newly enrolled student expelled from another district or an open-enrollment charter school until the period of the expulsion is completed.

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. Within ten 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 ten 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.

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.

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.

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. Sending repeated electronic communications in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another; and
 - e. 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.

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.

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. Telecommunications 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: An explosive weapon;
 - a. A machine gun;
 - b. A short-barrel firearm;
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, including 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 Section 1.07, Penal Code; 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 commit 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 in-fluence" 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.

WICHITA FALLS ISD BOARD OF TRUSTEES
August 10, 2021

Agenda Item:	Mascots and Colors for the New Schools		
Administrator Responsible:	Debby Patterson, Executive Director of School Administration		
Attachments:			
<input type="checkbox"/> Action Needed	<input type="checkbox"/> Future Action	<input checked="" type="checkbox"/> Presentation	<input type="checkbox"/> Report

Administrative Recommendation:

That the Wichita Falls Independent School District Board of Trustees be advised of the process for choosing mascots and colors for the two new high schools as presented by Debby Patterson, Executive Director of School Administration, and recommended by Michael S. Kuhrt, Superintendent of Schools.

Explanation:

WFISD is excited about the opening of two new high schools in Wichita Falls in 2024. In July, the Board of Trustees approved the names of the new schools: Wichita Falls Legacy High School and Wichita Falls Memorial High School. We would like to ask for community input on the colors and the mascots of the new schools. The online suggestion form will be active Friday, August 13 through Friday, August 20. Students will have the opportunity to submit suggestions during the school day once school has started. All suggestions will be compiled and given to members of the school naming committee for consideration. The school naming committee is comprised of students, parents, staff and community members from across the district. The committee will narrow down the suggestions and provide their top five choices to district administration and the Board of Trustees as an action item. The Board will further narrow the choices down to 2 top choices. Final selections will be voted on by students and determined in October.

Fiscal Note:

None

Mascot & Color Selection Timeline
Wichita Falls Legacy High School
Wichita Falls Memorial High School

- | | |
|---------------|---|
| August 13-20: | Suggestion Form is Open for Community Input |
| August 31: | School Naming Committee Meeting to Receive List of All Suggestions |
| September 13: | School Naming Committee Narrows Down Suggestions (5 for each high school) |
| September 14: | Board of Trustees Reviews Top 5 Selections for Each High School |
| September 20: | Board of Trustees Votes on Top 2 Selections for Each High School |
| Sept. 27-30: | Students (9th grade and below) Vote on Final 2 Designs |
| October 1: | Mascots and Colors Announced |

WICHITA FALLS ISD BOARD OF TRUSTEES
August 10, 2021

Agenda Item:	Emergency Connectivity Funds Chromebook Purchase
Administrator Responsible:	Shad McGaha, Chief Technology Officer
Attachments:	No Attachments
<input checked="" type="checkbox"/> Action Needed <input type="checkbox"/> Future Action <input type="checkbox"/> Information <input type="checkbox"/> Report	

Administrative Information:

That the Wichita Falls Independent School District Board of Trustees accept the information for **Emergency Connectivity Funds Chromebook Purchase and award the purchase to the Delcom Group pending grant approval** as submitted by Shad McGaha Chief Technology Officer, and as recommended by Michael S. Kuhrt, Superintendent of Schools.

Explanation:

Requests for quotes were sent to four vendors and we had four responses. I am asking for approval to move forward with the grant application. If we are selected, we will move forward with the purchase of 8150 Chromebooks. 7000 of those will be to replace our current 1:1 devices, the rest of the devices will be used to provide all of our teachers with Chromebooks. The ECF grant will cover \$400 of the purchase price leaving the district responsible for \$116.06 per device.

Dell 3100 Chromebook/ Google license/ Case/ White Glove Services	Delcom	Dell	Howard Tech	Red River
	\$4,205,889.00	\$4,644,603.50	\$6,625,950.00	\$5,339,554.00

Fiscal Note:

Pending Board approval, we will submit the grant proposal. This expenditure will be purchased with Instructional materials allotment funds and ESSR funds, pending funding. Purchases over one hundred thousand require Board of Trustees approval per policy, CH Local.

WICHITA FALLS ISD BOARD OF TRUSTEES
August 10, 2021

Agenda Item:	Minutes		
Administrator Responsible:	Michael S. Kuhrt, Superintendent of Schools		
Attachments:	Minutes of Special Session, July 13, 2021 Minutes of Regular Meeting, July 19, 2021		
<input type="checkbox"/> Action Needed	<input checked="" type="checkbox"/> Future Action	<input type="checkbox"/> Presentation	<input type="checkbox"/> Report

Administrative Recommendation:

That the Wichita Falls Independent School District Board of Trustees approves the proposed minutes of a special session, July 13, 2021 and minutes of a regular meeting, July 19, 2021 as recommended by Michael S. Kuhrt, Superintendent of Schools.

Explanation:

Following are copies of the minutes of a special session, July 13, 2021 and minutes of a regular meeting, July 19, 2021. These minutes will become official upon approval by the Board.

**WICHITA FALLS INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES
WFISD ADMINISTRATION BUILDING – BOARD ROOM
SPECIAL SESSION MEETING JULY 13, 2021**

CALL TO ORDER AND OPENING STATEMENT:

The Board of Trustees of the Wichita Falls Independent School District met in a special session meeting on the above date. The meeting was called to order at 12:00 p.m. by Mr. Mike Rucker, board president.

As President of the Board of Trustees of the Wichita Falls Independent School District, I, Mike Rucker, hereby call to order the Special Session of the Board of Trustees. Pursuant to Governor Abbott’s Temporary Suspension of Open Meetings Laws issued on March 16, 2020, and consistent with new state and local mandates on public health and social distancing, this Meeting of the Wichita Falls ISD Board of Trustees may be conducted via Google Meet, which will be available online at <http://wichitafallsisdtx.swagit.com/live>. A quorum of the Board of Trustees may not be physically present at one location.

Board members present: Mr. Mike Rucker, Ms. K. Elizabeth Yeager, Mr. Tom Bursey, Mr. Dale Harvey, Mr. Mark Lukert, Ms. Katherine McGregor (via Google Meet) and Mr. Robert Payton. Mr. Mike Rucker noted that a quorum was present and the meeting had been duly called and notice of the meeting had been posted for the time and manner required by law.

Staff members present: Mr. Michael S. Kuhrt, Superintendent of Schools, Mr. Tim Sherrod, Chief Financial Officer, Dr. Peter Griffiths, Associate Superintendent, Ms. Cyndy Kohl, Director of Human Resources, Ms. Denise Brown, Director of Finance, Mr. Scot Hafley, Athletic Director, Mr. Shad McGaha, Director of Technology and Ms. Shannon Kuhrt, Director of Assessment.

Also present were Mr. Torin Halsey, photographer for Times Record News, Ms. Trish Choate, reporter for Times Record News and Mr. Zach Verdea, reporter for KFDX Channel 3.

INVOCATION:

Mr. Mike Rucker gave the invocation.

PUBLIC COMMENT:

Jeanette Perry, community member, spoke on the reuse of school names for the new high schools.

SUPERINTENDENT’S REPORT:

Mr. Michael S. Kuhrt, Superintendent of Schools, gave a report to the Wichita Falls Independent School District Board of Trustees on the following subjects:

- Summer Learning for staff and students
- Hiring is ongoing
- COVID-19 protocols that have changed
 1. Online remote instruction is not funded for 2021-2022 school year
 2. Masks are no longer required (Governor’s Office)
 3. Attendance has changed.
- COVID-19 protocols that have not changed with CDC and Local Health Department
 1. Close Contact
 2. Contact Tracing
 3. Quarantine
- Vaccinations will play a factor in quarantine requirements for employees and students
- Masks worn will help you keep from being a close contact and having not to quarantine
- Bond Pricing/Budgetary Numbers

FINANCIAL SERVICES:

FINANCIAL REPORTS AS OF MAY 31, 2021:

Tim Sherrod, Chief Financial Officer, recommended that the Wichita Falls Independent School District Board of Trustees approve the attached year-to-date financial reports and investment reports.

This item will be placed on the consent agenda for the Board of Trustees regular meeting on July 19, 2021.

NWEA MAP GROWTH K-12 AND MAP READING FLUENCY:

Mr. Mark Lukert, seconded by Ms. K. Elizabeth Yeager moved that the Wichita Falls Independent School District Board of Trustees approve purchasing MAP Growth K-12 and MAP Reading Fluency PK-3 from NEWA.

Carried unanimously by a vote of 7 – 0

ADMINISTRATIVE SERVICES:

NAMING THE NEW SCHOOLS:

Ms. Debby Patterson, Executive Director of School Administration, presented the Wichita Falls Independent School District Board of Trustees nominations for the naming of the two new high schools at 3003 Henry S. Grace Fwy. and at 6600 Kell West Blvd.

Each naming committee reviewed the nominations for his/her assigned campus and is bringing forth the top five names, as deliberated and recommended by the committee to be placed on the agenda for two consecutive board meetings. At the second meeting, the Board may vote to name the facility from the top five names submitted or reserves the right to consider other nominations from the original list of nominations for the designated campus. Petitions will not be considered.

This item will be placed on the action agenda for the Board of Trustees regular meeting on July 19, 2021.

INSTRUCTIONAL SERVICES:

PRELIMINARY STAAR RESULTS 2020-2021:

Dr. Peter Griffiths, Associate Superintendent, presented to the Wichita Falls Independent School District Board of Trustees a preliminary STAAR Results for 2020-2021 school year.

BOARD MATTERS:

MINUTES:

Minutes of special session, June 15, 2021, minutes of a public hearing on the Proposed Budget and Proposed Tax rate for 2021-2022 Fiscal Year, June 21, 2021 and minutes of regular meeting, June 21, 2021.

These items will be placed on the consent agenda for the Board of Trustees regular meeting on July 19, 2021.

HUMAN RESOURCES:

PERSONNEL REPORT:

Mrs. Cyndy Kohl, Director of Human Resources reported to the Wichita Falls Independent School District Board of Trustees a review of employee resignations/retirements that have been submitted since the last board meeting. The resignations/retirements have been accepted by Mr. Michael S. Kuhrt, Superintendent of Schools, in accordance with the requirements of Policy DFE (LOCAL).

LETTERS OF RESIGNATION SINCE THE SUBMISSION OF THE LAST BOARD AGENDA:

Professionals

Apple, Lori – Principal, Haynes (6/7/2021)
Barron, Madelyn – Teacher, Haynes (5/29/2021)
Betts, Angie – Principal, Franklin (6/7/2021)
Brasfield, Zachary – Teacher, West Foundation (5/29/2021)
Bullard, Angie – Teacher, Milam (5/29/2021)
George, Marissa – Teacher, Zundy (5/29/2021)
Hall, Amber – Teacher/Coach, Hirschi (5/29/2021)
Howells, Chelsea – Instructional Leader, McNiel (5/29/2021)
Miller, Amanda – Teacher, Milam (5/29/2021)
Nash, Jennifer – Counselor, Barwise (6/4/2021)
Perales, Carlow – Teacher, Zundy (5/29/2021)
Pitts, Laura – Curriculum Facilitator, West Foundation (5/29/2021)
Potts, Jonathan – Teacher/Coach, Rider (5/29/2021)
Rodriguez, Gabrielle – Teacher, Fowler (5/29/2021)
Schenck, Alexandra – Curriculum Facilitator, Haynes (5/29/2021)
Schroeder, Ashley – Counselor, Scotland Park (5/29/2021)
Taylor, Kaycee – Teacher/Coach, WFHS (5/29/2021)
Turner, Christopher – Teacher, WFHS (5/29/2021)
Weaver, Alyssa – Teacher, McNiel (5/29/2021)
West, Deandra – Teacher, Cunningham (5/29/2021)
Wheat, Jackie – Director of State & Federal Programs (6/30/2021)

Clerical/Auxiliary/Support

Hillen, Cendy – Aide, Northwest HS (5/29/2021)
Cluley, Sarah – LVN, Burgess (5/27/2021)
Dever, Marilyn – LVN, Farris (6/2/2021)
Howell, Marsha – Aide, Scotland Park (5/28/2021)
O'Connor, Clark – Aide, McNiel (5/29/2021)
Wilkins, Jessica – District Webmaster, Ed Center (7/30/2021)

TEACHER APPLICANT POOL:

Ms. K. Elizabeth Yeager, seconded by Mr. Robert Payton, moved that the Wichita Falls Independent School District Board of Trustees approve the proposed teacher applicant pool (Exhibit A) and the addendum.

Carried unanimously by a vote of 7 – 0

RECESS:

Mr. Mike Rucker, board president, recessed the special session to go into closed session at 1:35 p.m.

CLOSED SESSION:

1. Personnel Matters Including the Appointment, Evaluation, Reassignment, Duties, Discipline, Dismissal and/or Compensation of Individual District Employees (*Pursuant to Texas Government Code 551.074*)
2. Discussion of Purchase, Exchange, Lease or Value of Real Property (*Pursuant to Texas Government Code Section 551,072*)
3. Hearing on Level III Grievance Appeals of Public School Student (*Pursuant to Texas Government Code Section 551.072*)
4. Consultation with District's Legal Counsel Regarding Level III Grievance Appeal of Public School Student (*Pursuant to Board Policy FNG and DGBA and Texas Government Code Sections 551.071 and 551.082*)

RECONVENE:

Mr. Mike Rucker, board president, reconvened the closed session to go into open session at 3:09 p.m.

OPEN SESSION:

LEVEL III PARENT/STUDENT COMPLAINT:

Mr. Robert Payton, board member, wanted to thank the Eskew family for bringing the issue to the Board. He thanked our coaches and staff for the hard work that they do with balancing multiple priorities with their teams and students.

Mr. Robert Payton, board member, wanted to start, on behalf of his fellow trustees, to speak directly to Ethan. You showed great maturity and fortitude in coming here and speaking today, and we have no doubt you are going to go on and be successful in your next endeavors.

The issues raised demand a response and so the Board is today directing administration to:

- Develop programs for all UIL participating programs that place winning or awards on an equal level with developing students.
- Work with programs for expanded opportunities for all participants to be an active part of the program so that involvement and part of the team becomes less of an issue.
- Encourage and monitor for a positive atmosphere, no bullying or retaliation or intimidation, but rather an environment that increases effective communication between all affected stakeholders.
- Work individually with coaches or directors who need additional growth plans in order to be successful with these directives.

So with this information and directive:

Mr. Robert Payton seconded by Mark Lukert, moved that the Wichita Falls Independent School District Board of Trustees deny the Level 3 parent grievance of the Eskew family, uphold the Level 2 decision and further move that the Board deny all requested remedies not previously granted by the administration.

Carried unanimously by a vote of 7 – 0

ADJOURNED:

No further action and meeting was adjourned at 3:10 p.m.

President, Board of Trustees

Secretary, Board of Trustees

**WICHITA FALLS INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES
WFISD ADMINISTRATION BUILDING – ROOM 302
REGULAR BOARD MEETING JULY 19, 2021**

CALL TO ORDER AND OPENING STATEMENT:

The Board of Trustees of the Wichita Falls Independent School District met in a regular board meeting on the above date. The meeting was called to order at 6:00 p.m. by Mr. Mike Rucker, board president.

As President of the Board of Trustees of the Wichita Falls Independent School District, I, Mike Rucker, hereby call to order the Regular Meeting of the Board of Trustees. Pursuant to Governor Abbott’s Temporary Suspension of Open Meetings Laws issued on March 16, 2020, and consistent with new state and local mandates on public health and social distancing this Meeting of the Wichita Falls ISD Board of Trustees is being conducted via Google Meet, which will be available online at <http://wichitafallsisdtx.swagit.com/live>. A quorum of the Board of Trustees may not be physically present at one location.

Board members present: Mr. Mike Rucker, Ms. K. Elizabeth Yeager, Mr. Tom Bursey, Mr. Dale Harvey, Mr. Mark Lukert, Ms. Katherine McGregor and Mr. Robert Payton. Mr. Mike Rucker, board president, noted that a quorum was present and the meeting had been duly called and notice of the meeting had been posted for the time and manner required by law.

Staff members present: Mr. Michael S. Kuhrt, Superintendent of Schools, Dr. Peter Griffiths, Associate Superintendent, Mr. Tim Sherrod, Chief Financial Officer, Ms. Cyndy Kohl, Director of Human Resources, Ms. Ashley Thomas, Communications Officer, Ms. Debby Patterson, Executive Director of School Administration and Dr. Travis Armstrong, Director of Early Learning.

Also present were Ms. Trish Choate, reporter for Times Record News, Mr. P. J. Green, reporter for KFDX Channel 3 and Mr. Mason Brighton, reporter for KAUZ Channel 6.

INVOCATION:

Mr. Mike Rucker gave the invocation.

PLEDGE OF ALLEGIANCE:

Mr. Robert Payton led the Pledge of Allegiance.

PUBLIC COMMENT:

- Mr. Jeff Roach, community member, would like UIL equal access for students who are homeschooled.
- Mr. Bradley Wilson, community member, would like the Wichita Falls Independent School District Board of Trustees to keep Wichita Falls in the naming of the schools. Mr. Wilson feels like it will help with the development of the City.
- Ms. Jeanette Perry, community member, would like to see Wichita Falls be a part of the name in the naming of the new schools.
- Mr. Charles Peters, community member, would like to see Wichita Falls High School be in the naming of a high school.

SUPERINTENDENT’S REPORT:

No Superintendent’s report at the regular meeting, July 19, 2021.

CONSENT AGENDA:

Mr. Mark Lukert, seconded by Mr. Tom Bursey, moved that the Wichita Falls Independent School District Board of Trustees approve the consent agenda consisting of the following items: financial reports as of May 31, 2021 and minutes.

Carried unanimously by a vote of 7 – 0

WATERFORD INSTITUTE READING ACADEMY:

Ms. K. Elizabeth Yeager, seconded by Mr. Robert Payton, moved that the Wichita Falls Independent School District Board of Trustees approve the renewal of Waterford Reading Academy.

Carried unanimously by a vote of 7 – 0

ADMINISTRATIVE SERVICES:

CONSIDERATION AND POSSIBLE ACTION ON NAMING OF THE TWO NEW HIGH SCHOOLS:

Mr. Mark Lukert, seconded by Mr. Robert Payton, moved that the Wichita Falls Independent School District Board of Trustees name Wichita Falls Legacy High School on the East property and Wichita Falls Memorial High School on the West property.

Carried by a vote of 6 – 1

CONSIDER UIL PARTICIPATION FOR UNENROLLED STUDENTS:

Mr. Robert Payton, seconded by Mr. Mark Lukert, moved that the Wichita Falls Independent School District Board of Trustees approve UIL participation for unenrolled students.

Did not carry by a vote of 3 – 4

INSTRUCTIONAL SERVICES:

REGION 9 EDUCATION SERVICE CENTER CONTRACT FOR 2021-2022:

Mr. Dale Harvey, seconded by Mr. Tom Bursey, moved that the Wichita Falls Independent School District Board of Trustees approve the multiple contracts for Fiscal Year 2021-2022 between Region 9 Service Center and Wichita Falls ISD for a total of \$259,244.26.

Carried unanimously by a vote of 7 – 0

BOARD MATTERS:

CLOSED SESSION:

No Closed Session for regular meeting on July 19, 2021.

HUMAN RESOURCES:

TEACHER APPLICANT POOL:

Mr. Dale Harvey, seconded by Mr. Mark Lukert, moved that the Wichita Falls Independent School District Board of Trustees approve the proposed teacher applicant pool (Exhibit A) and addendum.

Carried unanimously by a vote of 7 – 0

ADJOURNMENT:

No further action was taken and Mr. Mike Rucker, board president, adjourned the meeting at 7:10 p.m.

President, Board of Trustees

Secretary, Board of Trustees

WICHITA FALLS ISD BOARD OF TRUSTEES
August 10, 2021

Agenda Item:	Memorandum of Understanding with WFISD and WFPD		
Administrator Responsible:	Lahoma Vaughn, WFISD Chief of Police		
Attachments:	None		
<input checked="" type="checkbox"/> Action Needed	<input type="checkbox"/> Future Action	<input type="checkbox"/> Presentation	<input type="checkbox"/> Report

Administrative Recommendation:

That the Wichita Falls Independent School District Board of Trustees approve the Memorandum of Understanding between WFISD and WFPD as submitted by Lahoma Vaughn, WFISD Chief of Police, and as recommended by Michael S. Kuhrt, Superintendent of Schools.

Explanation:

The Texas Education Code Section 38.081 requires a school district police department and the law enforcement agencies with which it has overlapping jurisdiction enter into a memorandum of understanding (“MOU”) that outlines reasonable communication and coordination of efforts between the department and the agencies. This document shall serve as the MOU addressing those requirements between the Wichita Falls Independent School District Police Department and the City of Wichita Falls Police Department.



**MEMORANDUM OF UNDERSTANDING
BETWEEN WICHITA FALLS POLICE DEPARTMENT
AND WICHITA FALLS INDEPDEPENDENT SCHOOL DISTRICT**

This MOU is made and entered into by and between the WICHITA FALLS INDEPENDENT SCHOOL DISTRICT (referred to herein as the "DISTRICT") and the WICHITA FALLS POLICE DEPARTMENT (referred to herein as "WFPD") for the purpose of establishing a School Resource Officer (referred to herein as "SRO") Program in the City of Wichita Falls schools in the District.

WITNESSETH: That the Wichita Falls Independent School District and the Wichita Falls Police Department intend to provide law enforcement education and related services to the public schools of the City of Wichita Falls (referred to herein as the "CITY") as hereafter described, and

RECITALS:

This MOU is made pursuant to Chapter 791 of the Texas Government Code, which authorizes contracts between cities and school districts for the performance of governmental functions and services; and

The DISTRICT desires to obtain the services of the WFPD to provide SRO services within the DISTRICT's geographical area as further defined in Attachment I.

Now therefore, the City and the DISTRICT, in consideration of the mutual covenants and agreements here in contained, do mutually agree as follows:

ARTICLE I

TERM

The term of this MOU shall be for a period of two (2) years, renewable annually, commencing July 31, 2021, and shall continue until July 30, 2023. This agreement may be renewed for at the option and mutual written agreement of both parties for an additional three (3) optional one (1) year terms. DISTRICT reserves the right to rescind the contract at the end of each fiscal year if it is determined that funding is not available. This agreement may be terminated for cause during any annual term, subject to the curative provisions contained in this agreement.

PURPOSE

The purpose of this document is to set forth guidelines to ensure that the WFPD and the District have a shared understanding of the role and responsibilities of each in maintaining safe schools, improving school climate, and supporting educational opportunities for all students. The Texas Education Code Section 37.081 requires a school district police department and the law enforcement agencies with which it has overlapping jurisdiction enter into a MOU that outlines reasonable communication and coordination of efforts between the department and the agencies.

This document sets forth an understanding on the part of the parties involved that schools in the District are meant to be places where students can learn from their mistakes in order to grow into healthy, productive adults.

SRO's role within the school environment is to help foster a positive school climate by demonstrating respect for students' rights and protecting the safety of the school environment.



Risk Management

It is the role of teachers and other educators to administer school discipline in a way that supports personal growth and learning opportunities for all of the District’s students. It is further the goal of the District that school discipline be administered in such a way as to keep students within the classroom setting to the greatest extent practicable. Wherever possible, school-based infractions shall be addressed through the use of non-punitive interventions that improve school safety and academic performance (e.g. restorative justice, peer mediation, counseling services, etc.), and not through harsh, exclusionary measures or justice-system intervention.

INVOLVEMENT OF SCHOOL RESOURCE OFFICERS

Involvement of SRO in a School-Based Infraction

“Involvement” in a school-based incident by SRO includes any action beyond data collection and may include:

- 1) opening of a case file;
- 2) conducting an investigation;
- 3) being called to, or arriving at, a school campus;
- 4) questioning and/or searching of any students or school personnel;
- 5) issuing tickets/citations; or
- 6) conducting arrests and/or making referrals to the juvenile justice system.

SRO involvement in a school-based infraction will include conduct posing a serious and immediate threat of injury to an individual within the school community or any violation of the law.

The purpose of SRO involvement in school-based incidents is to assist the District in maintaining safe schools and to provide a law enforcement resource should serious incidents take place within any of the District’s schools. It is not SRO’s role to enforce school discipline or to punish students.

SRO shall not be involved in school-based infractions that constitute behavioral issues that do not pose a serious and immediate threat of injury to an individual within the school community. Such incidents shall be considered school disciplinary incidents and shall be addressed by teachers, administrators, counselors, using school-based interventions.

Examples of school disciplinary incidents that shall be handled by school officials without SRO involvement include (but are not limited to): disorderly conduct, disruptive or disrespectful behaviors, or tardiness.

Examples of behavior that may warrant SRO involvement include (but are not limited to): fighting, minor theft or property damage, possessing or using weapons, selling drugs or alcohol, assaults involving significant injuries or weapons, most drug and alcohol offenses (excluding the sale of such items), sexual assaults, or a person that presents a substantial risk of serious harm to himself/herself or others (Section 573 Health and Safety Code.)

Procedure for SRO Involvement in a School-Based Infraction

Any member of the school community may notify the principal or designee of student conduct believed to be of a felony nature and that poses a serious and immediate threat of injury to an individual within the school community.



Risk Management

The principal or designee must attempt to de-escalate the situation wherever possible prior to calling or otherwise involving SRO in the school-based infraction.

Procedures Concerning SRO Conduct in Schools

- 1) A school principal or designee must receive oral notification within 24 hours or before the next school day whichever is earlier, following a child's arrest, referral, conviction or adjudication for any felony offense and for certain misdemeanor offenses. (§15.27(a), (b) and (h), C.C.P.) The oral notice must be followed within seven days by written notification mailed to the superintendent or the superintendent's designee. (§15.27(a), C.C.P.) Notification may be made electronically if initiated within the 24-hour time frame and the single electronic notification will satisfy both oral and written notification. (§15.27(i), C.C.P.)
- 2) Attorney General Opinion, §15.27 of the Code of Criminal Procedure authorizes law enforcement officials to notify school authorities of all circumstances surrounding the arrest or detention of a juvenile. The notice may include any information that will help the school in taking the actions necessary to protect teachers and other students. The opinion specifically approves the release of information regarding the nature of the charges against a student and the identity of alleged victims, if they are students or personnel at the school. Beginning Sept. 1, 2011, both the oral and written notifications to the school district must include all pertinent details of the offense, including details of any felony offense and the following misdemeanors:
 - a. an offense under Section 20.02 , 21.08 , 22.01 , 22.05 , 22.07 , or 71.02, Penal Code ;
 - b. the unlawful use, sale, or possession of a controlled substance, drug paraphernalia, or marihuana, as defined by Chapter 481, Health and Safety Code; or
 - c. the unlawful possession of any of the weapons or devices listed in Sections 46.01(1) - (14) or (16), Penal Code , or a weapon listed as a prohibited weapon under Section 46.05, Penal Code .Oral or written notice required under this article must include all pertinent details of the offense or conduct, including details of any:
 - assaultive behavior or other violence;
 - weapons used in the commission of the offense; or
 - weapons possessed during the commission of the offense. (Art. 15.27(k), C.C.P.)
- 3) A student's parent or guardian shall be notified immediately when their student is questioned or detained by an SRO, unless the SRO has completed the "Denial of Parental Notification Form " at that time. The SRO is required to notify the parent/guardian in a timely manner. If the student is taken into custody, notification must be upon arrival to detention/children's' home (whichever may apply).
- 4) SRO may conduct a search of a student's person, possessions, or locker only where there is probable cause to believe the student committed or is committing a felony offense and the offense at issue poses the threat of serious and immediate injury an individual within the school community.
- 5) SRO shall not request that school officials conduct a search of a student's person, possessions, or



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locker in order to evade the probable cause standard articulated above.

- 6) Questioning by SRO of a student that may result in criminal consequences that constitutes a serious and immediate threat to an individual within the school community. Notice of such questioning shall be given to a principal or designee and shall be conducted in the presence of a parent or guardian.
- 7) Physical restraints (handcuffs, Tasers, Mace, pepper spray, or other physical and chemical restraints) will be used for conduct that poses a serious and immediate threat to an individual within the school community where less intrusive measures of restraint have failed.
- 8) Strip searches of students by SRO or school officials are prohibited.
- 9) Prior to, or at the time of, arrival at a school campus, District Chief of Police shall be notified by the principal or designee of any students involved in school-based infractions who possess disabilities and who therefore may require special treatment or accommodations by SRO.
- 10) Before a student is released to a legally authorized person, the principal will verify the person's identity and, to the best of his or her ability, will verify the person's authority to take custody of the student. The principal will immediately notify the superintendent or superintendent designee and will attempt to notify the parent, unless the legally authorized person raises what the principal considers to be a valid objection to notifying the parents. Because the principal does not have the authority to prevent or delay a student's release to a legally authorized person, any notification will most likely be after the fact.

Transparency, Accountability, and Training

Any school employee who fails to follow the protocol established above, resulting in the unnecessary involvement of SRO, shall be subject to corrective action.

A stakeholder group of students, teachers, administrators, parents, and community leaders shall monitor adherence to this MOU on the part of SRO and the District. This group shall be empowered to receive any and all data related to school-based offenses from SRO and the District and shall make recommendations to the Safety and Security Committee and to SRO concerning school disciplinary issues and/or changes to this MOU. This stakeholder group shall meet regularly with District and SRO officials to discuss issues of school safety and climate.

SRO and the District shall respond to violations of this MOU identified by the stakeholder group with

- 1) written acknowledgment of the violation; and
- 2) written policies and/or measures taken to prevent similar future violations.

The District and SRO shall maintain records of every school-based incident resulting in SRO involvement disaggregated by description of the incident, names of school officials involved, manner in which SRO was notified, searches/questioning of students, tickets, citations, or summonses issued, arrests made, filing of delinquency petitions, referrals to a probation officer, and other referrals to the juvenile justice system. Data shall also be disaggregated by race, age, school, grade, gender, ELL (English-Language-Learner) status, and disability status of the student(s) involved.



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Prior to being assigned to any school-based incidents, SRO officers shall be trained on their role within the District's schools and on the rights afforded to students. TCOLE SRO training course 4064 addresses the following topics as required by law:

- Child & adolescent psychology
- Positive Behavioral Interventions & Supports (PBIS), conflict resolution techniques, & restorative justice techniques
- De-escalation techniques, techniques for limiting the use of force including limiting the use of physical, mechanical, & chemical restraints
- Mental & behavioral health needs of children with disabilities or special needs
- Mental health crisis intervention

Complaints

In order for complaints to be considered by the head of the district's police department, a complaint against a district SRO must be in writing and signed by the person making the complaint. Any complaints received while working for the District shall be mutually investigated by the District Chief of Police and WFPD.

- A copy of the complaint shall be given to the officer within a reasonable time after it is filed.
- Disciplinary action may not be taken against the officer unless a copy of the signed complaint is given to the officer.
- The officer may not be indefinitely suspended or terminated based on the subject matter of the complaint unless the complaint is investigated and there is evidence to prove the allegation of misconduct.
- Parents must be able to lodge complaints in their native language.
- The complaint system must protect the identity of the complainant(s).
- Complainants shall receive written notification of the resolution of complaints within a reasonable amount of time or written notification of the need for additional time to resolve the complaint including concrete and specific actions taken to work toward resolution of the complaint.

**ARTICLE II
OBLIGATIONS OF THE WFPD**

The services of the CITY shall be fulfilled by the WFPD under the direction of the Chief of Police or his designee.

1. WFPD shall provide no-cost access to firearms qualifications annually to the District Chief of Police, Safety & Security Coordinator and full time District Officers at the WFPD firing range.
2. WFPD shall continue to provide all reporting and investigations of incidents and offenses related to the District until notification from the District Chief of Police.
3. WFPD shall have full jurisdiction on any internal District cases that might be considered to the public to be a conflict of interest.
4. SRO's shall not be required to complete the following duties (See CKE (Legal)):
 - a. Routine Student discipline or school administrative tasks; or
 - b. Contact with Students unrelated to the law enforcement duties of the peace officer, resource officer, or security personnel.



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5. Protect the safety and welfare of any person in the jurisdiction of the District and protect the property of the District.
6. Enforce all laws, including municipal ordinances, county ordinances, and state laws, and investigate violations of law as needed. In doing so, the District police officer may serve search warrants in connection with District-related investigations in compliance with the Texas Code of Criminal Procedure.
7. Enforce District policies, rules, and regulations on District property, in school zones, at bus stops, or at District functions.
8. If requested, provide additional information from law enforcement for the purpose of conducting a threat assessment or preparing a safety plan relating to the student. (Art. 15.27(k-1), C.C.P.)
9. WFPD shall notify the District, within three (3) days, if an Officer has been placed on administrative leave. This applies only to Officers that are dual employees of both the WFPD and the District.

Duties of WFPD Liaison

1. Management of WFPD Personnel
2. Campus Security/Surveillance as requested by the District Chief of Police
3. Interagency Liaison
4. Receive and process work related issues from the District Chief of Police and provide a report to the District Chief of Police on how the issue will be resolved.

Requirements while using Houston Elementary for Training:

1. WFPD agrees to the exchange of training for the use of the facilities located at 2500 Grant Street, Wichita Falls, Texas. Training specifics will be mutually agreed upon between the District Chief of Police and the WFPD Liaison or WFPD Training Coordinator.
2. All personnel utilizing Houston Elementary are responsible for ensuring that they follow safety guidelines issued through the WFPD.
3. WFPD will ensure that the campus is locked and armed after training exercises are complete.
4. **WFPD AGREES AT ALL TIMES DURING THE TERM OF THE AGREEMENT TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE DISTRICT, ITS BOARDS, COMMITTEES, OFFICERS, EMPLOYEES, AUTHORIZED REPRESENTATIVES AND VOLUNTEERS AGAINST ANY AND ALL LIABILITIES, LOSSES, DAMAGES COSTS OR EXPENSES (INCLUDING, WITHOUT LIMITATION, ACTUAL ATTORNEY'S AND CONSULTANT'S FEES) WHICH THE DISTRICT, ITS BOARDS, COMMITTEES, OFFICERS, EMPLOYEES AND REPRESENTATIVES MAY SUSTAIN, INCUR OR BE REQUIRED TO PAY BY REASON OF OR IN ANY WAY RELATED TO BODILY INJURY, PERSONAL INJURY OR PROPERTY DAMAGE OF WHATSOEVER NATURE OR IN CONNECTION WITH OR IN ANY WAY RELATED TO THE OFFICER TRAINING AT HOUSTON ELEMENTARY. WFPD, ITS EMPLOYEES, AGENTS AND ANYONE EMPLOYED DIRECTLY OR INDIRECTLY BY ANY OF THEM OR BY ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, PROVIDED, HOWEVER, THAT THE PROVISIONS OF THIS SECTION SHALL NOT APPLY TO LIABILITIES, LOSSES, CHARGES, COSTS OR EXPENSES CAUSED SOLELY BY OR RESULTING FROM THE GROSS NEGLIGENT ACTS OR OMISSIONS OF THE DISTRICT, ITS AGENCIES, BOARDS, COMMITTEES, OFFICERS, EMPLOYEES, AUTHORIZED**



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REPRESENTATIVES OR VOLUNTEERS. IT IS AGREED THAT WFPD WILL BE RESPONSIBLE FOR PRIMARY LOSS INVESTIGATION, DEFENSE AND JUDGMENT COSTS WHERE THIS INDEMNIFICATION IS APPLICABLE. WFPD'S INDEMNITY OBLIGATIONS SHALL NOT BE LIMITED BY ANY WORKER'S COMPENSATION STATUTE, DISABILITY BENEFIT OR OTHER EMPLOYEE BENEFIT OR SIMILAR LAW OR BY ANY OTHER INSURANCE MAINTAINED BY OR REQUIRED OF WFPD.

**ARTICLE III
OBLIGATIONS OF THE DISTRICT**

The DISTRICT shall provide:

1. Facility access for training at 2500 Grant Street, Wichita Falls, Texas. Training specifics will be mutually agreed upon between the District Chief of Police and the WFPD Liaison and WFPD Training Coordinator.
2. Access to a confidential area to be used for reports and conducting investigations related to the District.
3. Access to a locking cabinet to secure law enforcement equipment and other items related to SRO duties.
4. Radios for District communication.
5. Access to cameras located at their current campus location.
6. Access to emergency notification app, Navigate 360.
7. WFPD Dispatch/Officer access to cameras (See Attachment I).
8. Notification to law enforcement agencies if they have reasonable grounds to believe that certain criminal activities are occurring in school, on school property, or at a school-sponsored or school-related activity, on or off campus per §37.015 of the Education Code. This includes conduct that may constitute a criminal offense for which a student may be expelled from school. (§37.015(a)(7), E.C.) Instructional or support employees at the school, who have regular contact with a student whose conduct is the subject of the notice, must also be informed.

Training required and *provided by the District* for all SRO Officers will include:

1. Child Abuse: Mandatory Reporting
2. Sexual Harassment - Staff to Staff
3. Youth Suicide: Awareness, Prevention and Postvention/Jason Flatt Act
4. The Standard Response Protocol (SRPx) Training
5. Epilepsy and Seizures for School Personnel
6. Basic SRO Course or equivalent course, within three months of the date of SRO assignment; #4064 through Texas School Safety Center
7. Active Shooter Training #2195 TCOLE approved
8. Stop The Bleed training

**ARTICLE IV
EMPLOYEE STATUS OF SROs**

The SROs shall be classified as Part Time employees of the District. The District shall be responsible for the hiring and dismissal of WFPD personnel from their Part Time status at the District. The District will be responsible for all payments to the SRO and deductions to include but not be limited to Income Tax,



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Medicare Tax, Teacher Retirement System, etc...*(See CFEA (Legal) Payroll Procedures)*

The WFPD will be solely responsible for the acts and omissions of its officers, members, agents, servants, and employees.

The District will be solely responsible for the acts and omissions of its officers, members, agents, servants, and employees.

Neither WFPD or the District shall be responsible under the Doctrine of Respondeat Superior for the acts and omissions of the officers, members, agents, servants, employees or officers of the other.

ARTICLE V

NATIONWIDE CRIMINAL BACKGROUND CHECKS

Pursuant to Sections 22.0834, 22.0835 and 22.085 of the Texas Education Code, WFPD hereby certifies that all employees, subcontractors and volunteers of the WFPD who are hired by WFPD on or after January 1, 2008, who have or will have continuing duties related to the contracted services, and have or will have direct contact with students, have passed a national criminal history background record information review as required by those sections.

WFPD shall send or ensure that the employee or applicant sends to the Texas Department of Public Safety (DPS) information that is required by the DPS for obtaining national criminal history record information, which may include fingerprints and photographs. DPS shall obtain the person’s national criminal history record information and report the results through the criminal history clearinghouse as provided by Section 411.0845, Government Code.

WARNING: Section 44.034 of the Texas Education Code requires that a person or WFPD that enters into a contract with a school district must give advance notice to the DISTRICT if the person or an owner or operator of the WFPD has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

The DISTRICT may terminate this contract if the DISTRICT determines that the person or WFPD failed to comply with any of these provisions, failed to give notice as required by Section 44.034 (a) or misrepresented the conduct resulting in the conviction. The DISTRICT will compensate the person or WFPD for undisputed services performed before the termination of the contract.

ARTICLE VI

DUTIES AND LOCATIONS

Duties of School Resource Officers

While the primary purpose of the School Resource Officer Program is to provide a safe learning and working environment for students, parents, teachers and administrators, SRO's will perform the following duties:

1. Develop and maintain positive and supportive relationships within the District educational environment through the Triad Concept: Law Enforcement Officer, Law Related Presenter and



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- Informal Counselor.
- 2. Follow job description as shown in Attachment III.
- 3. Patrolling, preparing reports, appearing in court, investigating crimes, arresting persons, transporting suspects, protecting the District property and protecting the safety and welfare of persons.
- 4. Working time is defined as follows: the normal hours that SROs are required to work does not include any extra or overtime work. Hours shall be 7:00 A.M. to 3:30 P.M. with the exception of Extracurricular Activity work that is assigned.
- 5. If the SRO is unavailable to work, notification must be made to the District Chief of Police one (1) week in advance.
- 6. If the situation is an emergency, notification must be made as soon as possible to the District Chief of Police.

Locations of Assignments are subject to change for each SRO and will be determined by the District Chief of Police:

- 1. Hirschi High School 3106 Borton Wichita Falls, Texas 76306
- 2. Rider High School 4611 Cypress Wichita Falls, Texas 76310
- 3. Wichita Falls High School 2149 Avenue H Wichita Falls, Texas 76301
- 4. Barwise Middle School 3807 Kemp Wichita Falls, Texas 76308
- 5. Crockett Elementary 3015 Avenue I Wichita Falls, Texas 76301
- 6. Fain Elementary 1562 Norman Wichita Falls, Texas 76302
- 7. Franklin Elementary 2112 Speedway Wichita Falls, Texas 76302
- 8. Southern Hills 3920 Armory Road Wichita Falls, Texas 76302
- 9. Zundy Elementary 1706 Polk Wichita Falls, Texas 76309
- 10. Brook Village Head Start 2222 Brook St Wichita Falls, Texas 76302
- 11. Kirby Middle School 1715 Loop 11 Wichita Falls, Texas 76306
- 12. Booker T. Elementary 1300 Harding Wichita Falls, Texas 76301
- 13. Burgess Elementary 3106 Maurine Wichita Falls, Texas 76306
- 14. Haynes 1705 Katherine Wichita Falls, Texas 76306
- 15. Lamar Elementary Wichita Falls, Texas 76301
- 16. Scotland Park Elementary 1415 N 5th Wichita Falls, Texas 76306
- 17. McNiel Middle School 4712 Barnett Wichita Falls, Texas 76310
- 18. Cunningham Elementary 4107 Phillips Wichita Falls, Texas 76308
- 19. Fowler Elementary 5100 Ridgecrest Wichita Falls, Texas 76310
- 20. Jefferson Elementary 4628 Mistletoe Wichita Falls, Texas 76308
- 21. Milam Elementary 2901 Boren Wichita Falls, Texas 76308
- 22. West Foundation Elementary 5220 Lake Wellington Parkway Wichita Falls, Texas 76310
- 23. Career Education Center 500 E Hatton Wichita Falls, Texas 76302
- 24. Denver @Harrell Alternative Center 3115 5th Street Wichita Falls, Texas 76301
- 25. Northwest Head Start 2310 5th Street Wichita Falls, Texas 76301
- 26. Farris Head Start 710 Old Burk Rd Wichita Falls, Texas 76301

**ARTICLE VI
CONFIDENTIALITY**

Confidentiality

Officer agrees to receive and hold Confidential Information, whether transmitted orally, in writing or in any



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other form, and whether prepared by a party or its Representatives, in strict confidence, and to use the Confidential Information solely for the purpose of facilitating DISTRICT’s use of Officer’s products and services. Officer shall take all such actions as may be necessary to comply with The Family Educational Rights and Privacy Act (“FERPA”) as well as with any other applicable statutory provisions, and with the rules and regulations promulgated under all of the foregoing, to the extent that they may require DISTRICT to maintain the confidentiality of the Confidential Information. Except as essential to Officer’s obligations to DISTRICT, Officer shall not copy any of the Confidential Information, nor shall Officer remove any Confidential Information or proprietary property or documents from DISTRICT premises without written authorization of the DISTRICT. Officer acknowledges its understanding that any unauthorized disclosure of Confidential Information may violate FERPA, and may result in penalties and other damages for which it shall be liable and for which it shall indemnify and hold DISTRICT harmless.

Officer also agrees to comply with all applicable state and federal laws and regulations, including Health Information Privacy and Accountability (HIPAA) and Children Internet Protection Act (CIPA). The exchange of records must comply with GRAC (LEGAL)-P “The officials and authorities to whom the records are disclosed must certify in writing to the District that the information will not be disclosed to any other party, except as provided under state law, without the prior written consent of the parent of the student.” The exchange of records must be documented using the form located in Attachment V.

**ARTICLE VII
CHANGES TO AGREEMENT**

Changes in the terms of this dated Agreement may be accomplished only by formal amendment in writing approved by the WFPD and the DISTRICT.

An annual review of this Agreement should be conducted by WFPD and the DISTRICT and any revisions must be agreed upon by the WFPD and the DISTRICT.

**ARTICLE VIII
TERMINATION OF AGREEMENT**

This Agreement may be terminated by either party upon thirty (30) days' written notice. Termination of this Agreement may only be accomplished as provided herein.

**ARTICLE IX
INSURANCE**

WFPD shall obtain, provide prior to work start, and carry until work is fully completed, and work is accepted by Owner, the following insurance policies:

Comprehensive general liability, comprehensive automobile liability, excess liability and builders risk insurance

Policies obtained through companies and agencies shall be approved by the District and shall contain provisions satisfactory to the District.

Comprehensive general liability (including broad form comprehensive (general liability on occurrence basis)

General Liability	\$1,000,000
Damage to Rented Premises (per occurrence)	\$ 100,000



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Med Exp (any one person)	\$ 5,000
Personal & Adv Injury	\$1,000,000
General Aggregate	\$2,000,000
Products-Comp/OP Agg	\$1,000,000

Rights of subrogation waived and the District must be shown as an additional insured.

Comprehensive automobile liability

Combined Single Limit \$1,000,000

Coverage to include all owned, hired, and non-owned automobiles.

Excess liability (umbrella) each occurrence

\$1,000,000

Other conditions

Contractor shall arrange for issuance of an endorsement on all policies to indemnify the Owner against claims, demands, or expense on account of any injury to person, alleged or real, or damage to property, alleged or real, arising out of anything done, or omitted from being done, under this contract by any subcontractor or anyone directly or indirectly employed by them.

Workers compensation

Coverage shall be consistent with statutory benefits outlined in the Texas Worker’s Compensation Act (Section 401). The minimum policy limits for Employer’s Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.

(1) The Contractor’s policy shall apply to the State of Texas and include these endorsements in favor of the DISTRICT

(a) Waiver of Subrogation, Form WC 420304, or equivalent coverage

(b) Thirty (30) days’ Notice of Cancellation, Form WC 420601, or equivalent coverage

**ARTICLE X
MISCELLANEOUS**

This instrument contains the entire Agreement between the parties relating to the rights granted and obligations assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties.

Unless otherwise consented to and approved by WFPD, agreement modifications that increase funding and personnel positions can only be approved on a quarterly basis, and the effective date must coincide with the beginning of the pay period. Agreement modifications that decrease funding and personnel positions may be approved at a regularly scheduled meeting of the CITY, and the effective date must coincide with the end of a pay period, unless otherwise agreed to by the parties.

Governing Law

Any agreement resulting from this solicitation shall be governed by, construed and enforced in accordance with the laws of the State of Texas without regard to the conflicts or choice of law principles thereof. The parties irrevocably consent to the jurisdiction of the State of Texas, and agree that any court of competent jurisdiction sitting in the County of Wichita, State of Texas, shall be an appropriate and convenient place of venue, and shall be the sole and exclusive place of venue, to resolve any dispute with respect to the Agreement.



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Force Majeure

The parties to the Agreement may be excused from performance hereunder during the times and to the extent that they are prevented from performance due to an act of God, fire, strike, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party and provided that such non-performance is not due to the fault of the non-performing party.

Jurisdiction

1. Wichita Falls Independent School District Police Department and the City of Wichita Falls will have concurrent jurisdiction on Wichita Falls ISD property within the city limits of the City of Wichita Falls, Texas. If:
 - a. circumstances require an immediate response within the DISTRICT boundaries,
 - b. the City of Wichita Falls Police are present, and;
 - c. the Wichita Falls ISD Police are not available, then the City of Wichita Falls Police Department shall assume primary control of the response until otherwise directed by the Wichita Falls ISD Police.
2. Except as stated herein, the District Police Department will have primary jurisdiction and responsibility for all offenses that occur on property located within the geographical boundaries of the Wichita Falls ISD.
3. The City of Wichita Falls Police Department has co-jurisdiction with the District Police Department over all bomb threats to Wichita Falls ISD property.
4. If any assistance is needed, the City of Wichita Falls Police Department will have primary control over the incident in all cases where it has assumed primary jurisdiction. The City of Wichita Falls Police Department retains all command and authority during these types of incidents. Wichita Falls ISD Police will remain available for assistance at the request of the City of Wichita Falls Police Incident Commander.
5. The City of Wichita Falls Police Department agrees to comply with notification of criminal activities involving students enrolled in Wichita Falls ISD schools pursuant to Article 15.27 of the Texas Code of Criminal Procedures.
6. The City of Wichita Falls Police Department shall retain primary jurisdiction over property or areas not owned, leased, rented, or otherwise under the control of Wichita Falls ISD.
7. In the event that any person performing law enforcement, police protection or detention services pursuant to this Agreement shall be cited as a party to any civil lawsuit, state or federal, arising out of the performance of those services, such person shall be entitled to the same benefits that he would be entitled to receive if such civil action had arisen out of the performance of his duties as a member of the department where he is regularly employed and in the jurisdiction of the member by which he is regularly employed.

SIGNATURE PAGE TO FOLLOW



**WICHITA FALLS
INDEPENDENT
SCHOOL DISTRICT**

1104 Broad • P.O. Box 97533
Wichita Falls, Texas 76307-7533
www.wfisd.net

Risk Management

This Agreement is not in effect until it has been signed by the DISTRICT and WFPD.

APPROVED:

Michael Kuhrt
Superintendent of Schools
WFISD

Date

APPROVED:

Lahoma Vaughn
Chief of Police
WFISD

Date

APPROVED:

Chief Manuel Borrego
Wichita Falls Police Department

Date



**WICHITA FALLS
INDEPENDENT
SCHOOL DISTRICT**

1104 Broad • P.O. Box 97533
Wichita Falls, Texas 76307-7533
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Risk Management

- Attachment I Confidentiality Agreement
- Attachment II Related Policies
- Attachment III Job Description
- Attachment IV Records Exchange Form
- Attachment V District Map of Campuses



Attachment I-Confidentiality Agreement for Video Feed

In the course of Dispatcher and SRO duties you may have access to confidential information, not otherwise available to the public at large about staff, students, their families and/or personal business. Dispatchers/SROs agree to receive and hold Confidential Information in strict confidence and to use Confidential Information solely for the purpose of facilitating the safety and security of District staff and students.

Dispatchers/SROs agree not to export, archive nor share any video from this system. All exports (archive) must be requested from the technology department at the District in the form of a subpoena.

All user accounts are being audited and any user caught archiving video will lose access to this system and may be subject to other disciplinary actions as well as action from the District.

If the law enforcement unit of an educational agency or institution creates and maintains videos for a law enforcement purpose, then the videos would not be education records and FERPA would not prohibit the law enforcement unit of an educational agency or institution from disclosing the videos to the police. If the videos are education records, however, educational agencies and institutions may not turn over videos to the police upon request without having first either obtained the written consent of the parent or eligible student or determined that the conditions of an exception to the general requirement of consent have been met, such as if the disclosure is made in connection with a health or safety emergency (20 U.S.C. 1232g(b)(1)(I) and 34 CFR §§ 99.31(a)(10) and 99.36) or the law enforcement officer has presented the educational agency or institution with a judicial order or a lawfully issued subpoena (20 U.S.C. 1232g(b)(1)(J) and (b)(2) and 34 CFR § 99.31(a)(9)).

Exclusion for Law Enforcement Unit Records

The FERPA statute and regulations (20 U.S.C. 1232g(a)(4)(B)(ii) and 34 CFR §§ 99.3 and 99.8) exclude from the definition of education records those records created and maintained by a law enforcement unit of an educational agency or institution for a law enforcement purpose. Thus, if a law enforcement unit of an educational agency or institution creates and maintains the school's surveillance videos for a law enforcement purpose, then any such videos would not be considered to be education records. If the law enforcement unit provides a copy of the video to another component within the educational agency or institution (for example, to maintain the record in connection with a disciplinary action), then the copy of the video may become an education record of the student(s) involved if the video is not subject to any other exclusion from the definition of "education records" and the video is: (1) directly related to a student; and (2) maintained by an educational agency or institution or by a party acting for the agency or institution.



Attachment II – Related Policies

Policies can be found at <https://pol.tasb.org/home/index/1228>

- CFEA (Legal)* Payroll Procedures Salary Deductions and Reductions
- CKD (Legal)* Safety Program/Risk Management Emergency Medical Equipment and Procedures
- CKE (Legal)* Safety Program/Risk Management Security Personnel
- CKE (Local)* Safety Program/Risk Management Security Personnel
- CKE (Exhibit)* Safety Program/Risk Management Security Personnel
Form for Complaint Against a District Peace Officer
- CKEA (Legal)* Security Personnel Commissioned Peace Officers
- CKEC (Legal)* Security Personnel School Resource Officers
- DBD (Local)* Employment Requirements and Restrictions Conflict of Interest
- DBD (Exhibit)* Exhibit E Employee Notification of Outside Employment
- FL (Legal)* Student Records
- FNCD (Legal)* Student Conduct Tobacco Use and Possession
- FNCF (Legal)* Student Conduct Alcohol and Drug Use
- FNCG (Legal)* Student Conduct Weapons
- FNF (Legal)* Student Rights and Responsibilities Investigations and Searches
- FNF (Local)* Student Rights and Responsibilities Investigations and Searches
- GKA (Local)* Community Relations Conduct on School Premises
- GRA (Local)* Relations with Governmental Entities State and Local Governmental Authorities
- GRA (Exhibit)* Relations with Governmental Entities State and Local Governmental Authorities
Exhibit A—Record of Release of Student to Law Enforcement Official or to Department
of Family and Protective Services Official
Exhibit B—Record of Visit to Student by Law Enforcement Official or the Department
of Family and Protective Services
Exhibit C—Denial of Parental Notification
- GRAA Legal* State and Local Governmental Authorities Law Enforcement Agencies
- GRAC Legal* State and Local Governmental Authorities Juvenile Service Providers



Attachment III Job Description

Job Title: Police Officer
Reports To: Director of Safety and Security
Dept. /School: Various Campus Locations
Wage/House Status: As assigned
Date Revised: 26 March 2021

Primary Purpose:

Provide a safe and secure environment through building and establishing meaningful relationships with students and staff and proactively interacting with the school community to ensure the enforcement of city and state laws, preservation of public order, protection of life and the prevention, detection, or investigation of crime.

Special Knowledge/Skills:

Must be able to demonstrate the ability to apply critical thinking skills in rendering solutions to various issues that arise in the schools; must be able to effectively communicate with both public and school personnel; extensive communications (verbal and written) with students, staff and internal/external stakeholders is required; will be responsible for managing behavior of victims, witnesses and others when handling or responding to incidents; requires the use of sound judgment; ability to work with youth and adults; ability to teach mini-courses to youth and adults.

- Knowledge of Texas Criminal and Traffic Code, City and County Ordinances, Criminal Procedures, Juvenile Law and court proceedings

Experience:

A minimum of 1 – 5 years of work experience in law enforcement in a traditional law enforcement agency or school environment required. Ability to work with youth and adults in the school setting.

Additional Requirements:

- Must not have any open internal affairs investigations.
- Must pass criminal history and background investigation, psychological and agility test.

Major Responsibilities and Duties:

1. Remain vigilant at all times for suspicious activity or unauthorized persons.
2. Use of cell phones/texting or use of other electronic devices should be limited only to business use or family emergency. At no time should use of phones be a distraction from required duties.
3. Conversations beyond what is required to carry out security responsibilities are to be kept to a minimum.
4. Officers shall conduct or assist in criminal investigations of violations of law on District property.
5. Officer's uniforms shall be professional in appearance. Uniform shall be clean. Shirt must be tucked in and a company logo and/or badge shall be visible at all times.
6. Officers are entitled to a 30 minute lunch break during their shift and that break must be taken on campus. Officers are subject to recall during lunch breaks and such breaks shall not be taken during peak times of school activity.
7. Officers generally are to work independently unless working with a supervisor for training purposes.
8. The Officer is required to meet daily with the campus Administrator in charge of building security. The purpose of the meeting is to discuss events scheduled for the day, special request and operations.
9. When radios are available, each Officer is required to carry and monitor their radio for communication with campus administrators.
10. All Officers are required to be familiar with WFISD emergency procedures for Lockdown, Lockout, Shelter, Evacuate and Hold (following SRPx guidelines).



Risk Management

11. Act as a resource person in the area of law enforcement education.
12. Provide law enforcement resource when necessary to maintain the peace on the District's property and campuses.
13. Take enforcement action on criminal offenses when appropriate and in accordance with Wichita Falls Police Department policies and procedures.
14. Monitor Hallways/Bathroom for criminal activity
15. Check perimeter of building & cafeteria parking lot
16. Check outside doors
17. Counsel with parents and staff as necessary.
18. Use a common sense approach to enforcement and conduct self in a professional manner.
19. Maintain confidentiality of student information in compliance with the Family Education Rights and Privacy Act ("FERPA").
20. Follow and conform to all policies and procedures of the District that do not conflict with the policies and procedures of the WFPD. The parties to this Agreement shall abide by all rules, regulations and procedures as outlined in the Civil Rights Act.
21. Must keep District Chief of Police apprised of daily activities/events that occur in their scope of work at the District.
22. Any other additional duties as directed by the Chief of Police.

Equipment Used:

Required proficiency in Microsoft Office, Outlook, and other office equipment such as incident reporting software, fax, copiers, and scanners.

Working Conditions:

Ability to walk, run, climb crawl or sit for extended periods of time. Work in inclement weather. Overtime work including evenings, weekends and athletic events as assigned by the Chief to provide maximum security coverage is required. Incumbent may spend extended periods of time patrolling and investigating crimes on District property, both in automobiles and on foot. Incumbent may be required to physically restrain parties involved in a conflict. In extreme cases, incumbent may be exposed to violent and/or armed confrontations. Physical fitness tests are required yearly. This position may involve routine exposure to blood or body fluids. Regular attendance is required for this position

It is the responsibility of each employee that all tasks be conducted in a safe and efficient manner complying with all local, state and federal safety and health regulations, programmatic standards, and special safety concerns identified by WFISD for use in a particular area or with a student.

Although most safety regulations are consistent throughout each department and program, it is the responsibility of employees to identify and familiarize themselves with the emergency plan for their working areas.

Failure to follow WFISD's safety and health procedures or conduct that places the employee, student, volunteer, or property at risk may lead to employee disciplinary action or termination.

Officer Signature: _____ Officer Printed Name: _____

Director of Safety and Security: _____ Date _____



RECORDS EXCHANGE FORM

THE INFORMATION BEING PROVIDED IS CONFIDENTIAL!

This form is used per Texas Family Code FAM § 58.0051 Interagency Sharing of Educational Records to request student records from Wichita Falls Independent School District by Juvenile Service Providers, including Juvenile Justice Agencies, Child Protective Services, Wichita Falls Police Department, and Wichita County Sheriff's Office.

REQUESTOR CONTACT INFORMATION

First Name		Last Name	
Company/Organization			
Address			
City		State	
Zip		Email Address	
Phone Number		Additional Phone Number	
Description of the Information Requested			
Date Range (Optional)		to	

STUDENT INFORMATION

First Name		Last Name	
Grade		Student ID	
Campus			

Requestor Signature: _____ Date: _____

Please Note: *If the information requested is unclear or if a large amount of information is requested you may be contacted to discuss clarifying or narrowing your request. There may be charges associated with production of the requested information.*

District signature of employee that fulfilled request:

Name: _____ Date: _____

Title: _____ Signature: _____

Original – Administrators Office / Copy – Requesting Agency / Copy – Student Record



Does FERPA permit educational agencies and institutions turn over videos to the police upon request or following an incident that may warrant police involvement?

If the law enforcement unit of an educational agency or institution creates and maintains videos for a law enforcement purpose, then the videos would not be education records and FERPA would not prohibit the law enforcement unit of an educational agency or institution from disclosing the videos to the police. If the videos are education records, however, educational agencies and institutions may not turn over videos to the police upon request without having first either obtained the written consent of the parent or eligible student or determined that the conditions of an exception to the general requirement of consent have been met, such as if the disclosure is made in connection with a health or safety emergency (20 U.S.C. 1232g(b)(1)(I) and 34 CFR §§ 99.31(a)(10) and 99.36) or the law enforcement officer has presented the educational agency or institution with a judicial order or a lawfully issued subpoena (20 U.S.C. 1232g(b)(1)(J) and (b)(2) and 34 CFR § 99.31(a)(9)). **Per GRAC (LEGAL)-P "The officials and authorities to whom the records are disclosed must certify in writing to the District that the information will not be disclosed to any other party, except as provided under state law, without the prior written consent of the parent of the student."**

May schools comply with a subpoena or court order for education records without the consent of the parent or eligible student?

Yes. FERPA permits disclosure of education records without consent in compliance with a lawfully issued subpoena or judicial order. See § 99.31(a)(9)(i) and (ii).

[1] The Individuals with Disabilities Education Act (IDEA) also contains privacy protections that apply to children with disabilities. 20 U.S.C. 1417(c) and 34 CFR §§ 300.610-300.626 and 34 CFR §§ 303.401-303.416. Under the IDEA, participating agencies must protect the personally identifiable information (PII), data, or records that are collected, maintained, or used by the participating agency. While the definition of "education record" under Part B of the IDEA cross-references the FERPA definition in 34 CFR § 99.3, the application of IDEA requirements may raise different questions.

[2] If circumstances effectively prevent the parent or eligible student from otherwise exercising their right to inspect and review the student's education records (e.g., if the parent lives outside of commuting distance to the school), then the educational agency or institution would be required to either provide a copy of the records or to make other arrangements for the parent or eligible student to inspect and review the records. 34 CFR § 99.10(d)

Does FERPA permit educational agencies and institutions turn over videos to the police upon request or following an incident that may warrant police involvement?

If the law enforcement unit of an educational agency or institution creates and maintains videos for a law enforcement purpose, then the videos would not be education records and FERPA would not prohibit the law enforcement unit of an educational agency or institution from disclosing the videos to the police. If the videos are education records, however, educational agencies and institutions may not turn over videos to the police upon request without having first either obtained the written consent of the parent or eligible student or determined that the conditions of an exception to the general requirement of consent have been met, such as if the disclosure is made in connection with a health or safety emergency (20 U.S.C. 1232g(b)(1)(I) and 34 CFR §§ 99.31(a)(10) and 99.36) or the law enforcement officer has presented the educational agency or institution with a judicial order or a lawfully issued subpoena (20 U.S.C. 1232g(b)(1)(J) and (b)(2) and 34 CFR § 99.31(a)(9)).

552.352

- (a) A person commits an offense if the person distributes information considered confidential under the terms of this chapter.
 - (a-1) An officer or employee of a governmental body who obtains access to confidential information under Section 552.008 commits an offense if the officer or employee knowingly:
 - (1) uses the confidential information for a purpose other than the purpose for which the information was received or for a purpose unrelated to the law that permitted the officer or employee to obtain access to the information, including solicitation of political contributions or solicitation of clients;
 - (2) permits inspection of the confidential information by a person who is not authorized to inspect the information; or
 - (3) discloses the confidential information to a person who is not authorized to receive the information.
 - (a-2) For purposes of Subsection (a-1), a member of an advisory committee to a governmental body who obtains access to confidential information in that capacity is considered to be an officer or employee of the governmental body.
- (b) An offense under this section is a misdemeanor punishable by:
 - (1) a fine of not more than \$1,000;
 - (2) confinement in the county jail for not more than six months; or
 - (3) both the fine and confinement.
- (c) A violation under this section constitutes official misconduct.

Sec. 261.406. INVESTIGATIONS IN SCHOOLS.

(a) On receipt of a report of alleged or suspected abuse or neglect of a child in a public or private school, the department shall perform an investigation as provided by this chapter.

(b) The department shall send a copy of the completed report of the department's investigation to the Texas Education Agency or, in the case of a private school, the school's chief executive officer. On request, the department shall provide a copy of the completed report of the department's investigation to the State Board for Educator Certification, the local school board or the school's governing body, the superintendent of the school district, the public school principal or director, or the chief executive officer of the private school, unless the principal, director, or chief executive officer is alleged to have committed the abuse or neglect, for appropriate action. On request, the department shall provide a copy of the report of investigation to the parent, managing conservator, or legal guardian of a child who is the subject of the investigation and to the person alleged to have committed the abuse or neglect. The report of investigation shall be edited to protect the identity of the persons who made the report of abuse or neglect. Except as otherwise provided by this subsection, Section 261.201(b) applies to the release of the report relating to the investigation of abuse or neglect under this section and to the identity of the person who made the report of abuse or neglect.

- (c) Nothing in this section may prevent a law enforcement agency from conducting an investigation of a report made under this section.
- (d) The executive commissioner shall adopt rules necessary to implement this section.



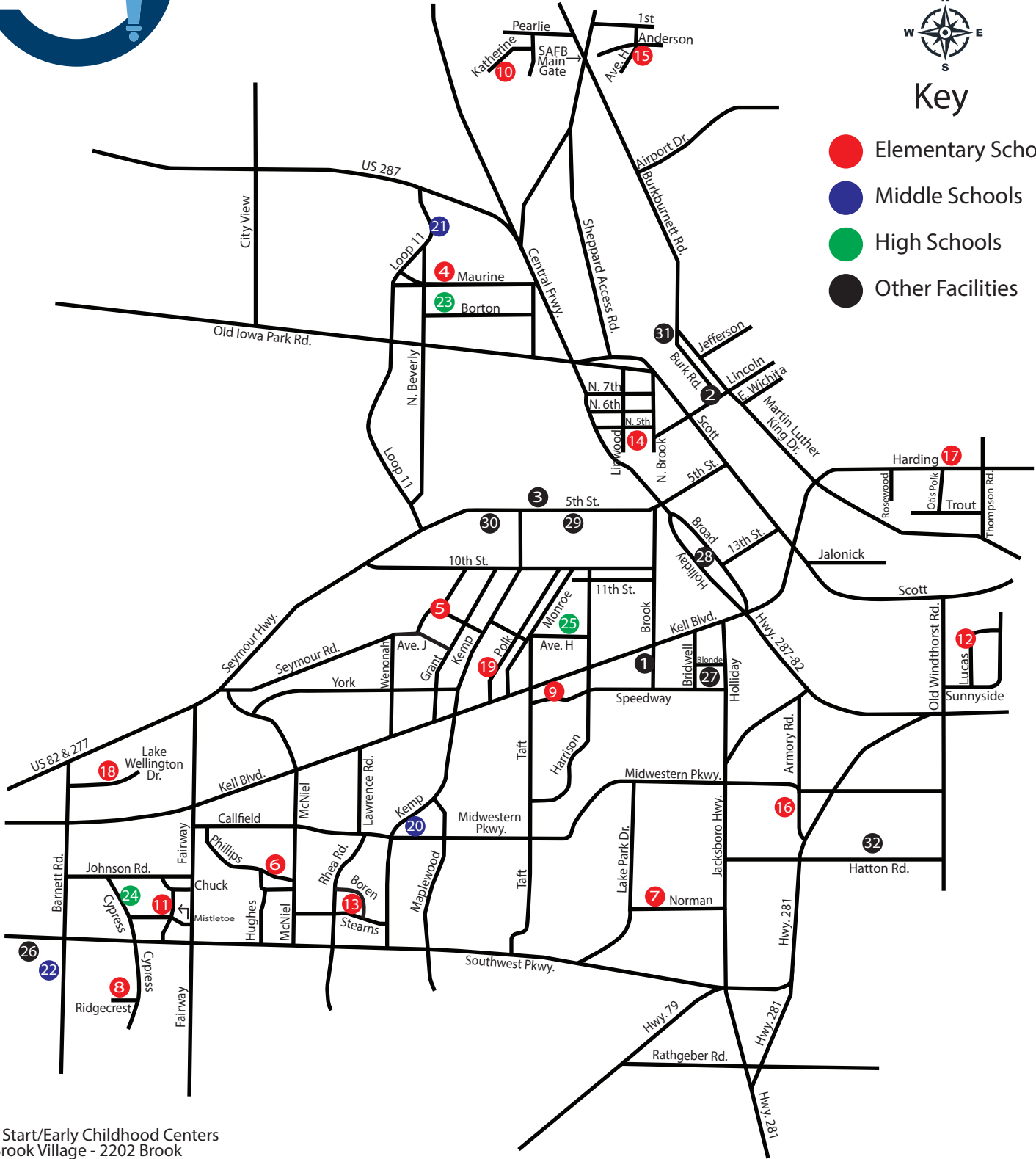
MAP OF WICHITA FALLS INDEPENDENT SCHOOL DISTRICT

www.wfisd.net



Key

- Elementary Schools
- Middle Schools
- High Schools
- Other Facilities



- Head Start/Early Childhood Centers**
1. Brook Village - 2202 Brook
 2. Farris Center - 710 Burk Rd.
 3. Northwest Head Start - 2310 5th St.

Elementary Schools

- | | |
|--|--|
| <ul style="list-style-type: none"> 4. Burgess - 3106 Maurine 5. Crockett - 3015 Ave. I 6. Cunningham - 4107 Phillips 7. Fain - 1562 Norman 8. Fowler - 5100 Ridgcrest 9. Franklin - 2112 Speedway 10. Haynes - 1705 Katherine 11. Jefferson - 4628 Mistletoe | <ul style="list-style-type: none"> 12. Lamar - 2206 Lucas 13. Milam - 2901 Boren 14. Scotland Park - 1415 N. 5th St. 15. Sheppard - 301 E. Anderson 16. Southern Hills - 3920 Armory Rd. 17. Booker T. Washington - 1300 Harding 18. West - 5220 Lake Wellington 19. Zundy - 1706 Polk |
|--|--|

Middle Schools

- 20. Barwise - 3807 Kemp
- 21. Kirby - 1715 N. Loop 11
- 22. McNeil - 4712 Barnett

High Schools

- 23. Hirschi - 3106 Borton
- 24. Rider - 4611 Cypress
- 25. Wichita Falls - 2149 Ave. H

Other Facilities

- 26. Athletic Complex
Southwest Pkwy. & Barnett Rd.
- 27. Carrigan & Tech Support - 1609 Blonde
- 28. Education Center/Admin - 1104 Broad
- 29. Food Service & Maintenance - 2015 5th
- 30. Denver @ Harrell ALC - 3115 5th
- 31. JJAEP - 410 Old Burk Rd.
- 32. Career Education Center - 500 E. Hatton

WICHITA FALLS ISD BOARD OF TRUSTEES
August 10, 2021

Agenda Item:	Interlocal Agreement with WFISD and WCSO		
Administrator Responsible:	Lahoma Vaughn, WFISD Chief of Police		
Attachments:	None		
<input checked="" type="checkbox"/> Action Needed	<input type="checkbox"/> Future Action	<input type="checkbox"/> Presentation	<input type="checkbox"/> Report

Administrative Recommendation:

That the Wichita Falls Independent School District Board of Trustees approve the Memorandum of Understanding between WFISD and WCSO as submitted by Lahoma Vaughn, WFISD Chief of Police, and as recommended by Michael S. Kuhrt, Superintendent of Schools.

Explanation:

The Texas Education Code Section 38.081 requires a school district police department and the law enforcement agencies with which it has overlapping jurisdiction enter into a memorandum of understanding (“MOU”) that outlines reasonable communication and coordination of efforts between the department and the agencies. This document shall serve as the MOU addressing those requirements between the Wichita Falls Independent School District Police Department and the Wichita County Sheriff’s Office.



**INTERLOCAL AGREEMENT FOR SCHOOL RESOURCE OFFICERS
BETWEEN WICHITA COUNTY SHERIFF'S OFFICE
AND WICHITA FALLS INDEPENDENT SCHOOL DISTRICT**

This AGREEMENT is made and entered into by and between the WICHITA FALLS INDEPENDENT SCHOOL DISTRICT (referred to herein as the "DISTRICT") and the WICHITA COUNTY SHERIFF'S OFFICE (referred to herein as "WCSO") for the purpose of establishing a School Resource Officer (referred to herein as "SRO") Program in the City of Wichita Falls schools in the District.

WITNESSETH: That the Wichita Falls Independent School District and the Wichita Falls Police Department intend to provide law enforcement education and related services to the public schools of the City of Wichita Falls (referred to herein as the "CITY") as hereafter described, and

RECITALS:

This agreement is made pursuant to Chapter 791 of the Texas Government Code, which authorizes contracts between cities and school districts for the performance of governmental functions and services; and

The DISTRICT desires to obtain the services of the WCSO to provide SRO services within the DISTRICT's geographical area as further defined in Attachment I.

Now therefore, the CITY and the DISTRICT, in consideration of the mutual covenants and agreements here in contained, do mutually agree as follows:

ARTICLE I

TERM

The term of this agreement shall be for a period of two (2) years, renewable annually, commencing June 1, 2021, and shall continue until April 30, 2023. This agreement may be renewed for at the option and mutual written agreement of both parties for an additional three (3) optional one (1) year terms. DISTRICT reserves the right to rescind the contract at the end of each fiscal year if it is determined that funding is not available. This agreement may be terminated for cause during any annual term, subject to the curative provisions contained in this agreement.

PURPOSE

The purpose of this document is to set forth guidelines to ensure that the WCSO and the District have a shared understanding of the role and responsibilities of each in maintaining safe schools, improving school climate, and supporting educational opportunities for all students. The Texas Education Code Section 37.081 requires a school district police department and the law enforcement agencies with which it has overlapping jurisdiction enter into a MOU that outlines reasonable communication and coordination of efforts between the department and the agencies.

This document sets forth an understanding on the part of the parties involved that schools in the District are meant to be places where students can learn from their mistakes in order to grow into healthy, productive adults.

SRO's role within the school environment is to help foster a positive school climate by demonstrating respect for students' rights and protecting the safety of the school environment.



Risk Management

It is the role of teachers and other educators to administer school discipline in a way that supports personal growth and learning opportunities for all of the District's students. It is further the goal of the District that school discipline be administered in such a way as to keep students within the classroom setting to the greatest extent practicable. Wherever possible, school-based infractions shall be addressed through the use of non-punitive interventions that improve school safety and academic performance (e.g. restorative justice, peer mediation, counseling services, etc.), and not through harsh, exclusionary measures or justice-system intervention.

INVOLVEMENT OF SCHOOL RESOURCE OFFICERS

Involvement of SRO in a School-Based Infraction

"Involvement" in a school-based incident by SRO includes any action beyond data collection and may include:

- 1) opening of a case file;
- 2) conducting an investigation;
- 3) being called to, or arriving at, a school campus;
- 4) questioning and/or searching of any students or school personnel;
- 5) issuing tickets/citations; or
- 6) conducting arrests and/or making referrals to the juvenile justice system.

SRO involvement in a school-based infraction shall be limited to incidents of felony conduct posing a serious and immediate threat of injury to an individual within the school community.

The purpose of SRO involvement in school-based incidents is to assist the District in maintaining safe schools and to provide a law enforcement resource should serious incidents take place within any of the District's schools. It is not SRO's role to enforce school discipline or to punish students.

SRO shall not be involved in school-based infractions that constitute misdemeanor behavior or that do not pose a serious and immediate threat of injury to an individual within the school community. Such incidents shall be considered school disciplinary incidents and shall be addressed by teachers, administrators, counselors, security guards and/or other school police officers using school-based interventions.

Examples of school disciplinary incidents that shall be handled by school officials without SRO involvement include (but are not limited to): disorderly conduct, disruptive or disrespectful behaviors, tardiness, fighting, minor theft or property damage, consensual sexual activity, and most drug and alcohol offenses (excluding the sale of such items).

Examples of behavior that may warrant SRO involvement include (but are not limited to): possessing or using weapons, selling drugs or alcohol, assaults involving significant injuries or weapons, sexual assaults, or a person evidences a substantial risk of serious harm to himself/herself or others (Section 573 Health and Safety Code.)

Procedure for SRO Involvement in a School-Based Infraction

The decision to involve SRO in any school-based incident must be made by a principal or designee. Any



member of the school community may notify the principal or designee of student conduct believed to be of a felony nature and that poses a serious and immediate threat of injury to an individual within the school community.

The principal or designee must attempt to de-escalate the situation wherever possible prior to calling or otherwise involving SRO in the school-based infraction.

Procedures Concerning SRO Conduct in Schools

- 1) A school principal or designee must receive oral notification within 24 hours or before the next school day whichever is earlier, following a child's arrest, referral, conviction or adjudication for any felony offense and for certain misdemeanor offenses. (§15.27(a), (b) and (h), C.C.P.) The oral notice must be followed within seven days by written notification mailed to the superintendent or the superintendent's designee. (§15.27(a), C.C.P.) Notification may be made electronically if initiated within the 24-hour time frame and the single electronic notification will satisfy both oral and written notification. (§15.27(i), C.C.P.)
- 2) Attorney General Opinion, §15.27 of the Code of Criminal Procedure authorizes law enforcement officials to notify school authorities of all circumstances surrounding the arrest or detention of a juvenile. The notice may include any information that will help the school in taking the actions necessary to protect teachers and other students. The opinion specifically approves the release of information regarding the nature of the charges against a student and the identity of alleged victims, if they are students or personnel at the school. Beginning Sept. 1, 2011, both the oral and written notifications to the school district must include all pertinent details of the offense, including details of any:
 - assaultive behavior or other violence;
 - weapons used in the commission of the offense; or
 - weapons possessed during the commission of the offense. (Art. 15.27(k), C.C.P.)
- 3) A student's parent or guardian shall be notified immediately when SRO is called to a school campus.
- 4) SRO may conduct a search of a student's person, possessions, or locker only where there is probable cause to believe the student committed or is committing a felony offense and the offense at issue poses the threat of serious and immediate injury an individual within the school community.
- 5) SRO shall not request that school officials conduct a search of a student's person, possessions, or locker in order to evade the probable cause standard articulated above.
- 6) Questioning by SRO of a student that may result in criminal consequences shall only be reserved for felony conduct that constitutes a serious and immediate threat to an individual within the school community. Notice of such questioning shall be given to a principal or designee and shall be conducted in the presence of a parent or guardian.
- 7) Physical restraints (handcuffs, Tasers, Mace, pepper spray, or other physical and chemical



Risk Management

restraints) shall only be used for felony conduct that poses a serious and immediate threat to an individual within the school community where less intrusive measures of restraint have failed.

- 8) Strip searches of students by SRO or school officials are prohibited.
- 9) Prior to, or at the time of, arrival at a school campus, SRO shall be notified by the principal or designee of any students involved in school-based infractions who possess disabilities and who therefore may require special treatment or accommodations by SRO.
- 10) Before a student is released to a legally authorized person, the principal will verify the person's identity and, to the best of his or her ability, will verify the person's authority to take custody of the student. The principal will immediately notify the superintendent and will attempt to notify the parent, unless the legally authorized person raises what the principal considers to be a valid objection to notifying the parents. Because the principal does not have the authority to prevent or delay a student's release to a legally authorized person, any notification will most likely be after the fact.

Transparency, Accountability, and Training

Any school employee who fails to follow the protocol established above, resulting in the unnecessary involvement of SRO, shall be subject to corrective action.

A stakeholder group of students, teachers, administrators, parents, and community leaders shall monitor adherence to this MOU on the part of SRO and the District. This group shall be empowered to receive any and all data related to school-based offenses from SRO and the District and shall make recommendations to the Safety and Security Committee and to SRO concerning school disciplinary issues and/or changes to this MOU. This stakeholder group shall meet regularly with District and SRO officials to discuss issues of school safety and climate.

SRO and the District shall respond to violations of this MOU identified by the stakeholder group with

- 1) written acknowledgment of the violation; and
- 2) written policies and/or measures taken to prevent similar future violations.

The District and SRO shall maintain records of every school-based incident resulting in SRO involvement disaggregated by description of the incident, names of school officials involved, manner in which SRO was notified, searches/questioning of students, tickets, citations, or summonses issued, arrests made, filing of delinquency petitions, referrals to a probation officer, and other referrals to the juvenile justice system. Data shall also be disaggregated by race, age, school, grade, gender, ELL (English-Language-Learner) status, and disability status of the student(s) involved.

Each record described above shall also include information on any suspension, expulsion, disciplinary transfer, or other disciplinary consequence imposed on the student.

Prior to being assigned to any school-based incidents, SRO officers shall be trained on their role within the District's schools and on the rights afforded to students. TCOLE SRO training course 4064 addresses the following topics as required by law:

- Child & adolescent psychology



WICHITA FALLS INDEPENDENT SCHOOL DISTRICT

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Risk Management

- Positive Behavioral Interventions & Supports (PBIS), conflict resolution techniques, & restorative justice techniques
- De-escalation techniques, techniques for limiting the use of force including limiting the use of physical, mechanical, & chemical restraints
- Mental & behavioral health needs of children with disabilities or special needs
- Mental health crisis intervention

Complaints

In order for complaints to be considered by the head of the district's police department, a complaint against a district SRO must be in writing and signed by the person making the complaint. Any complaints received while working for the District shall be mutually investigated by the District Chief of Police and WCSO.

- A copy of the complaint shall be given to the officer within a reasonable time after it is filed.
- Disciplinary action may not be taken against the officer unless a copy of the signed complaint is given to the officer.
- The officer may not be indefinitely suspended or terminated based on the subject matter of the complaint unless the complaint is investigated and there is evidence to prove the allegation of misconduct.
- Parents must be able to lodge complaints in their native language.
- The complaint system must protect the identity of the complainant(s).
- Complainants shall receive written notification of the resolution of complaints within a reasonable amount of time or written notification of the need for additional time to resolve the complaint including concrete and specific actions taken to work toward resolution of the complaint.

ARTICLE II OBLIGATIONS OF THE WCSO

The services of the CITY shall be fulfilled by the WCSO under the direction of the Chief of Police or his designee.

1. SRO's shall not be required to complete the following duties (See CKE (Legal)):
 - a. Routine Student discipline or school administrative tasks; or
 - b. Contact with Students unrelated to the law enforcement duties of the peace officer, resource officer, or security personnel.
2. Protect the safety and welfare of any person in the jurisdiction of the District and protect the property of the District.
3. Enforce all laws, including municipal ordinances, county ordinances, and state laws, and investigate violations of law as needed. In doing so, the District police officer may serve search warrants in connection with District-related investigations in compliance with the Texas Code of Criminal Procedure.
4. Enforce District policies, rules, and regulations on District property, in school zones, at bus stops, or at District functions.
5. If requested, provide additional information from law enforcement for the purpose of conducting a threat assessment or preparing a safety plan relating to the student. (Art. 15.27(k-1), C.C.P.)
6. WCSO shall notify the District, within three (3) days, if an Officer has been placed on



**WICHITA FALLS
INDEPENDENT
SCHOOL DISTRICT**

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Risk Management

administrative leave. This applies only to Officers that are dual employees of both the WCSO and the District.

Duties of WCSO Liaison

1. Management of Personnel
2. Campus Security/Surveillance as requested by the District Chief of Police
3. Interagency Liaison

Requirements while using Houston Elementary for Training:

1. WCSO agrees to the exchange of training for the use of the facilities located at 2500 Grant Street, Wichita Falls, Texas. Training specifics will be mutually agreed upon between the District Chief of Police and the WCSO Liaison or WCSO Training Coordinator.
2. All personnel utilizing Houston Elementary are responsible for ensuring that they follow safety guidelines issued through the WCSO.
3. WCSO will ensure that the campus is locked and armed after training exercises are complete.
4. **WCSO AGREES AT ALL TIMES DURING THE TERM OF THE AGREEMENT TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE DISTRICT, ITS BOARDS, COMMITTEES, OFFICERS, EMPLOYEES, AUTHORIZED REPRESENTATIVES AND VOLUNTEERS AGAINST ANY AND ALL LIABILITIES, LOSSES, DAMAGES COSTS OR EXPENSES (INCLUDING, WITHOUT LIMITATION, ACTUAL ATTORNEY'S AND CONSULTANT'S FEES) WHICH THE DISTRICT, ITS BOARDS, COMMITTEES, OFFICERS, EMPLOYEES AND REPRESENTATIVES MAY SUSTAIN, INCUR OR BE REQUIRED TO PAY BY REASON OF OR IN ANY WAY RELATED TO BODILY INJURY, PERSONAL INJURY OR PROPERTY DAMAGE OF WHATSOEVER NATURE OR IN CONNECTION WITH OR IN ANY WAY RELATED TO THE OFFICER TRAINING AT HOUSTON ELEMENTARY. WCSO, ITS EMPLOYEES, AGENTS AND ANYONE EMPLOYED DIRECTLY OR INDIRECTLY BY ANY OF THEM OR BY ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, PROVIDED, HOWEVER, THAT THE PROVISIONS OF THIS SECTION SHALL NOT APPLY TO LIABILITIES, LOSSES, CHARGES, COSTS OR EXPENSES CAUSED SOLELY BY OR RESULTING FROM THE GROSS NEGLIGENT ACTS OR OMISSIONS OF THE DISTRICT, ITS AGENCIES, BOARDS, COMMITTEES, OFFICERS, EMPLOYEES, AUTHORIZED REPRESENTATIVES OR VOLUNTEERS. IT IS AGREED THAT WCSO WILL BE RESPONSIBLE FOR PRIMARY LOSS INVESTIGATION, DEFENSE AND JUDGMENT COSTS WHERE THIS INDEMNIFICATION IS APPLICABLE. WCSO'S INDEMNITY OBLIGATIONS SHALL NOT BE LIMITED BY ANY WORKER'S COMPENSATION STATUTE, DISABILITY BENEFIT OR OTHER EMPLOYEE BENEFIT OR SIMILAR LAW OR BY ANY OTHER INSURANCE MAINTAINED BY OR REQUIRED OF WCSO.**

Canine Interdiction and Detection Services

The District has adopted written policies with regard to: tobacco use and possession (FNCD), alcohol and drug use (FNCF), and possession of weapons (FNCG). The policies have been dispersed to District students through the Student Handbook and Code of Conduct. Violations are considered detrimental to the welfare of all students, employees, visitors and contrary to the District's desire to maintain a safe and healthy

Interlocal School Resource Officers

Page 6 of 19

RCM v062021



learning environment.

WCSO provides contraband detection canines for inspection and has agreed to provide such services to the District in exchange of facility usage for training. WCSO will provide contraband detection canines and inspections using non-aggressive specially trained detection canines certified as a reliable team to detect illicit drugs, alcoholic beverages and pyrotechnics. Qualified, professionally trained and certified personnel will be provided as well by WCSO.

Such inspections will be conducted on an unannounced basis under the auspices and of the District Chief of Police with WCSO acting on behalf of the District while conducting such inspections. Common areas, lockers, automobiles, vacant classrooms and grounds shall be subject to inspections at the District's sole discretion, but always in accordance with District policy FNF (Legal), and FNF (Local). Contraband seized on the District's property shall remain the responsibility of the District.

Inspections conducted on a person MUST be based on reasonable suspicion. Such inspections are not allowed except through the express permission and presence of the District Chief of Police.

**ARTICLE III
OBLIGATIONS OF THE DISTRICT**

The DISTRICT shall provide:

1. Facility access for training at 2500 Grant Street, Wichita Falls, Texas. Training specifics will be mutually agreed upon between the District Chief of Police and the WCSO Liaison and WCSO Training Coordinator.
2. Access to a confidential area to be used for reports and conducting investigations related to the District.
3. Access to a locking cabinet to secure law enforcement equipment and other items related to SRO duties.
4. Radios for District communication.
5. Access to cameras located at their current campus location.
6. Access to emergency notification app, Navigate 360.
7. WCSO Dispatch/Officer access to cameras (See Attachment I).
8. Notification to law enforcement agencies if they have reasonable grounds to believe that certain criminal activities are occurring in school, on school property, or at a school-sponsored or school-related activity, on or off campus per §37.015 of the Education Code. This includes conduct that may constitute a criminal offense for which a student may be expelled from school. (§37.015(a)(7), E.C.) Instructional or support employees at the school, who have regular contact with a student whose conduct is the subject of the notice, must also be informed.

Training required and *provided by the District* for all SRO Officers will include:

1. Child Abuse: Mandatory Reporting
2. Sexual Harassment - Staff to Staff
3. Youth Suicide: Awareness, Prevention and Postvention/Jason Flatt Act
4. The Standard Response Protocol (SRPx) Training



Risk Management

5. Epilepsy and Seizures for School Personnel
6. Basic SRO Course or equivalent course, within three months of the date of SRO assignment; #4064 through Texas School Safety Center
7. Active Shooter Training #2195 TCOLE approved
8. Stop The Bleed training

**ARTICLE IV
EMPLOYEE STATUS OF SROs**

The SROs shall be classified as Part Time employees of the District. The District shall be responsible for the hiring and dismissal of WCSO personnel from their Part Time status at the District. The District will be responsible for all payments to the SRO and deductions to include but not be limited to Income Tax, Medicare Tax, Teacher Retirement System, etc...*(See CFEA (Legal) Payroll Procedures)*

The WCSO will be solely responsible for the acts and omissions of its officers, members, agents, servants, and employees.

The District will be solely responsible for the acts and omissions of its officers, members, agents, servants, and employees.

Neither WCSO or the District shall be responsible under the Doctrine of Respondeat Superior for the acts and omissions of the officers, members, agents, servants, employees or officers of the other.

**ARTICLE V
NATIONWIDE CRIMINAL BACKGROUND CHECKS**

Pursuant to Sections 22.0834, 22.0835 and 22.085 of the Texas Education Code, WCSO hereby certifies that all employees, subcontractors and volunteers of the WCSO who are hired by WCSO on or after January 1, 2008, who have or will have continuing duties related to the contracted services, and have or will have direct contact with students, have passed a national criminal history background record information review as required by those sections.

WCSO shall send or ensure that the employee or applicant sends to the Texas Department of Public Safety (DPS) information that is required by the DPS for obtaining national criminal history record information, which may include fingerprints and photographs. DPS shall obtain the person's national criminal history record information and report the results through the criminal history clearinghouse as provided by Section 411.0845, Government Code.

WARNING: Section 44.034 of the Texas Education Code requires that a person or WCSO that enters into a contract with a school district must give advance notice to the DISTRICT if the person or an owner or operator of the WCSO has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

The DISTRICT may terminate this contract if the DISTRICT determines that the person or WCSO failed to comply with any of these provisions, failed to give notice as required by Section 44.034 (a) or



misrepresented the conduct resulting in the conviction. The DISTRICT will compensate the person or WCSO for undisputed services performed before the termination of the contract.

**ARTICLE VI
DUTIES AND LOCATIONS**

Duties of School Resource Officers

While the primary purpose of the School Resource Officer Program is to provide a safe learning and working environment for students, parents, teachers and administrators, SRO's will perform the following duties:

1. Develop and maintain positive and supportive relationships within the District educational environment through the Triad Concept: Law Enforcement Officer, Law Related Presenter and Informal Counselor.
2. Follow job description as shown in Attachment III.
3. Patrolling, preparing reports, appearing in court, investigating crimes, arresting persons, transporting suspects, protecting the District property and protecting the safety and welfare of persons.
4. Working time is defined as follows: the normal hours that SROs are required to work does not include any extra or overtime work. Hours shall be 7:00 A.M. to 3:30 P.M. with the exception of Extracurricular Activity work that is assigned.
5. If the SRO is unavailable to work, notification must be made to the District Chief of Police one (1) week in advance.
6. If the situation is an emergency, notification must be made as soon as possible to the District Chief of Police.

Locations of Assignments are subject to change for each SRO and will be determined by the District Chief of Police:

1. Hirschi High School 3106 Borton Wichita Falls, Texas 76306
2. Rider High School 4611 Cypress Wichita Falls, Texas 76310
3. Wichita Falls High School 2149 Avenue H Wichita Falls, Texas 76301
4. Barwise Middle School 3807 Kemp Wichita Falls, Texas 76308
5. Crockett Elementary 3015 Avenue I Wichita Falls, Texas 76301
6. Fain Elementary 1562 Norman Wichita Falls, Texas 76302
7. Franklin Elementary 2112 Speedway Wichita Falls, Texas 76302
8. Southern Hills 3920 Armory Road Wichita Falls, Texas 76302
9. Zundy Elementary 1706 Polk Wichita Falls, Texas 76309
10. Brook Village Head Start 2222 Brook St Wichita Falls, Texas 76302
11. Kirby Middle School 1715 Loop 11 Wichita Falls, Texas 76306
12. Booker T. Elementary 1300 Harding Wichita Falls, Texas 76301
13. Burgess Elementary 3106 Maurine Wichita Falls, Texas 76306
14. Haynes 1705 Katherine Wichita Falls, Texas 76306
15. Lamar Elementary Wichita Falls, Texas 76301
16. Scotland Park Elementary 1415 N 5th Wichita Falls, Texas 76306
17. McNiell Middle School 4712 Barnett Wichita Falls, Texas 76310
18. Cunningham Elementary 4107 Phillips Wichita Falls, Texas 76308
19. Fowler Elementary 5100 Ridgecrest Wichita Falls, Texas 76310
20. Jefferson Elementary 4628 Mistletoe Wichita Falls, Texas 76308



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21. Milam Elementary 2901 Boren Wichita Falls, Texas 76308
22. West Foundation Elementary 5220 Lake Wellington Parkway Wichita Falls, Texas 76310
23. Career Education Center 500 E Hatton Wichita Falls, Texas 76302
24. Denver @Harrell Alternative Center 3115 5th Street Wichita Falls, Texas 76301
25. Northwest Head Start 2310 5th Street Wichita Falls, Texas 76301
26. Farris Head Start 710 Old Burk Rd Wichita Falls, Texas 76301

**ARTICLE VI
CONFIDENTIALITY**

Confidentiality

Officer agrees to receive and hold Confidential Information, whether transmitted orally, in writing or in any other form, and whether prepared by a party or its Representatives, in strict confidence, and to use the Confidential Information solely for the purpose of facilitating DISTRICT's use of Officer's products and services. Officer shall take all such actions as may be necessary to comply with The Family Educational Rights and Privacy Act ("FERPA") as well as with any other applicable statutory provisions, and with the rules and regulations promulgated under all of the foregoing, to the extent that they may require DISTRICT to maintain the confidentiality of the Confidential Information. Except as essential to Officer's obligations to DISTRICT, Officer shall not copy any of the Confidential Information, nor shall Officer remove any Confidential Information or proprietary property or documents from DISTRICT premises without written authorization of the DISTRICT. Officer acknowledges its understanding that any unauthorized disclosure of Confidential Information may violate FERPA, and may result in penalties and other damages for which it shall be liable and for which it shall indemnify and hold DISTRICT harmless.

Officer also agrees to comply with all applicable state and federal laws and regulations, including Health Information Privacy and Accountability (HIPAA) and Children Internet Protection Act (CIPA).

The exchange of records must comply with GRAC (LEGAL)-P "The officials and authorities to whom the records are disclosed must certify in writing to the District that the information will not be disclosed to any other party, except as provided under state law, without the prior written consent of the parent of the student." The exchange of records must be documented using the form located in Attachment V.

**ARTICLE VII
CHANGES TO AGREEMENT**

Changes in the terms of this dated Agreement may be accomplished only by formal amendment in writing approved by the WCSO and the DISTRICT.

An annual review of this Agreement should be conducted by WCSO and the DISTRICT and any revisions must be agreed upon by the WCSO and the DISTRICT.

**ARTICLE VIII
TERMINATION OF AGREEMENT**

This Agreement may be terminated by either party upon thirty (30) days' written notice. Termination of this Agreement may only be accomplished as provided herein.



**ARTICLE IX
INSURANCE**

WCSO shall obtain, provide prior to work start, and carry until work is fully completed, and work is accepted by Owner, the following insurance policies:

Comprehensive general liability, comprehensive automobile liability, excess liability and builders risk insurance

Policies obtained through companies and agencies shall be approved by the District and shall contain provisions satisfactory to the District.

Comprehensive general liability (including broad form comprehensive (general liability on occurrence basis)

General Liability	\$1,000,000
Damage to Rented Premises (per occurrence)	\$ 100,000
Med Exp (any one person)	\$ 5,000
Personal & Adv Injury	\$1,000,000
General Aggregate	\$2,000,000
Products-Comp/OP Agg	\$1,000,000

Rights of subrogation waived and the District must be shown as an additional insured.

Comprehensive automobile liability

Combined Single Limit \$1,000,000
Coverage to include all owned, hired, and non-owned automobiles.

Excess liability (umbrella) each occurrence

\$1,000,000

Other conditions

Contractor shall arrange for issuance of an endorsement on all policies to indemnify the Owner against claims, demands, or expense on account of any injury to person, alleged or real, or damage to property, alleged or real, arising out of anything done, or omitted from being done, under this contract by any subcontractor or anyone directly or indirectly employed by them.

Workers compensation

Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.

(1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the DISTRICT

- (a) Waiver of Subrogation, Form WC 420304, or equivalent coverage
- (b) Thirty (30) days' Notice of Cancellation, Form WC 420601, or equivalent coverage

**ARTICLE X
MISCELLANEOUS**

This instrument contains the entire Agreement between the parties relating to the rights granted and obligations assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties.

Unless otherwise consented to and approved by WCSO, agreement modifications that increase funding and personnel positions can only be approved on a quarterly basis, and the effective date must coincide with the



beginning of the pay period. Agreement modifications that decrease funding and personnel positions may be approved at a regularly scheduled meeting of the CITY, and the effective date must coincide with the end of a pay period, unless otherwise agreed to by the parties.

Governing Law

Any agreement resulting from this solicitation shall be governed by, construed and enforced in accordance with the laws of the State of Texas without regard to the conflicts or choice of law principles thereof. The parties irrevocably consent to the jurisdiction of the State of Texas, and agree that any court of competent jurisdiction sitting in the County of Wichita, State of Texas, shall be an appropriate and convenient place of venue, and shall be the sole and exclusive place of venue, to resolve any dispute with respect to the Agreement.

Force Majeure

The parties to the Agreement may be excused from performance hereunder during the times and to the extent that they are prevented from performance due to an act of God, fire, strike, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party and provided that such non-performance is not due to the fault of the non-performing party.

Jurisdiction

1. Wichita Falls Independent School District Police Department and the City of Wichita Falls will have concurrent jurisdiction on Wichita Falls ISD property within the city limits of the City of Wichita Falls, Texas. If:
 - a. circumstances require an immediate response within the DISTRICT boundaries,
 - b. the City of Wichita Falls Police are present, and;
 - c. the Wichita Falls ISD Police are not available, then the WCSO shall assume primary control of the response until otherwise directed by the Wichita Falls ISD Police.
2. Except as stated herein, the WCSO will have primary jurisdiction and responsibility for all offenses that occur on property located within the geographical boundaries of the Wichita Falls ISD. In addition, the WCSO will be primarily responsible for investigating all traffic accidents that occur on school property.
3. The WCSO has primary jurisdiction over all bomb threats to Wichita Falls ISD property. These threats will only be reported to the WCSO if assistance is needed in disposing of any suspicious incendiary devices.
4. If any assistance is needed, the WCSO will have primary control over the incident in all cases where it has assumed primary jurisdiction. The WCSO retains all command and authority during these types of incidents. Wichita Falls ISD Police will remain available for assistance at the request of the City of Wichita Falls Police Incident Commander.
5. The WCSO agrees to comply with notification of criminal activities involving students enrolled in Wichita Falls ISD schools pursuant to Article 15.27 of the Texas Code of Criminal Procedures.
6. The WCSO shall retain primary jurisdiction over property or areas not owned, leased, rented, or otherwise under the control of Wichita Falls ISD.
7. In the event that any person performing law enforcement, police protection or detention services pursuant to this Agreement shall be cited as a party to any civil lawsuit, state or federal, arising out



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INDEPENDENT
SCHOOL DISTRICT**

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Wichita Falls, Texas 76307-7533
www.wfisd.net

Risk Management

of the performance of those services, such person shall be entitled to the same benefits that he would be entitled to receive if such civil action had arisen out of the performance of his duties as a member of the department where he is regularly employed and in the jurisdiction of the member by which he is regularly employed.

SIGNATURE PAGE TO FOLLOW



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This Agreement is not in effect until it has been signed by the DISTRICT and WCSO.

APPROVED:

Michael Kuhrt
Superintendent of Schools
WFISD

Date

APPROVED:

Lahoma Vaughn
Lahoma Vaughn
Chief of Police
WFISD

7-15-2021
Date

APPROVED:

David Duke
David Duke
Wichita County Sheriff's Office

6-24-2021
Date



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- Attachment I Confidentiality Agreement
- Attachment II Related Policies
- Attachment III Job Description
- Attachment IV Records Exchange Form
- Attachment V District Map of Campuses



Attachment I-Confidentiality Agreement for Video Feed

In the course of Dispatcher and SRO duties you may have access to confidential information, not otherwise available to the public at large about staff, students, their families and/or personal business. Dispatchers/SROs agree to receive and hold Confidential Information in strict confidence and to use Confidential Information solely for the purpose of facilitating the safety and security of District staff and students.

Dispatchers/SROs agree not to export, archive nor share any video from this system. All exports (archive) must be requested from the technology department at the District in the form of a subpoena.

All user accounts are being audited and any user caught archiving video will lose access to this system and may be subject to other disciplinary actions as well as action from the District.

If the law enforcement unit of an educational agency or institution creates and maintains videos for a law enforcement purpose, then the videos would not be education records and FERPA would not prohibit the law enforcement unit of an educational agency or institution from disclosing the videos to the police. If the videos are education records, however, educational agencies and institutions may not turn over videos to the police upon request without having first either obtained the written consent of the parent or eligible student or determined that the conditions of an exception to the general requirement of consent have been met, such as if the disclosure is made in connection with a health or safety emergency (20 U.S.C. 1232g(b)(1)(I) and 34 CFR §§ 99.31(a)(10) and 99.36) or the law enforcement officer has presented the educational agency or institution with a judicial order or a lawfully issued subpoena (20 U.S.C. 1232g(b)(1)(J) and (b)(2) and 34 CFR § 99.31(a)(9)).

Exclusion for Law Enforcement Unit Records

The FERPA statute and regulations (20 U.S.C. 1232g(a)(4)(B)(ii) and 34 CFR §§ 99.3 and 99.8) exclude from the definition of education records those records created and maintained by a law enforcement unit of an educational agency or institution for a law enforcement purpose. Thus, if a law enforcement unit of an educational agency or institution creates and maintains the school's surveillance videos for a law enforcement purpose, then any such videos would not be considered to be education records. If the law enforcement unit provides a copy of the video to another component within the educational agency or institution (for example, to maintain the record in connection with a disciplinary action), then the copy of the video may become an education record of the student(s) involved if the video is not subject to any other exclusion from the definition of "education records" and the video is: (1) directly related to a student; and (2) maintained by an educational agency or institution or by a party acting for the agency or institution.



Attachment II – Related Policies

Policies can be found at <https://pol.tasb.org/home/index/1228>

- CFEA (Legal)* Payroll Procedures Salary Deductions and Reductions
- CKD (Legal)* Safety Program/Risk Management Emergency Medical Equipment and Procedures
- CKE (Legal)* Safety Program/Risk Management Security Personnel
- CKE (Local)* Safety Program/Risk Management Security Personnel
- CKE (Exhibit)* Safety Program/Risk Management Security Personnel
Form for Complaint Against a District Peace Officer
- CKEA (Legal)* Security Personnel Commissioned Peace Officers
- CKEC (Legal)* Security Personnel School Resource Officers
- DBD (Local)* Employment Requirements and Restrictions Conflict of Interest
- DBD (Exhibit)* Exhibit E Employee Notification of Outside Employment
- FL (Legal)* Student Records
- FNCD (Legal)* Student Conduct Tobacco Use and Possession
- FNCF (Legal)* Student Conduct Alcohol and Drug Use
- FNCG (Legal)* Student Conduct Weapons
- FNF (Legal)* Student Rights and Responsibilities Investigations and Searches
- FNF (Local)* Student Rights and Responsibilities Investigations and Searches
- GKA (Local)* Community Relations Conduct on School Premises
- GRA (Local)* Relations with Governmental Entities State and Local Governmental Authorities
- GRA (Exhibit)* Relations with Governmental Entities State and Local Governmental Authorities
Exhibit A—Record of Release of Student to Law Enforcement Official or to Department of Family and Protective Services Official
Exhibit B—Record of Visit to Student by Law Enforcement Official or the Department of Family and Protective Services
Exhibit C—Denial of Parental Notification
- GRAA Legal* State and Local Governmental Authorities Law Enforcement Agencies
- GRAC Legal* State and Local Governmental Authorities Juvenile Service Providers



Attachment III Job Description

Job Title: Police Officer
Reports To: Director of Safety and Security
Dept. /School: Various Campus Locations
Wage/House Status: As assigned
Date Revised: 26 March 2021

Primary Purpose:

Provide a safe and secure environment through building and establishing meaningful relationships with students and staff and proactively interacting with the school community to ensure the enforcement of city and state laws, preservation of public order, protection of life and the prevention, detection, or investigation of crime.

Special Knowledge/Skills:

Must be able to demonstrate the ability to apply critical thinking skills in rendering solutions to various issues that arise in the schools; must be able to effectively communicate with both public and school personnel; extensive communications (verbal and written) with students, staff and internal/external stakeholders is required; will be responsible for managing behavior of victims, witnesses and others when handling or responding to incidents; requires the use of sound judgment; ability to work with youth and adults; ability to teach mini-courses to youth and adults.

- Knowledge of Texas Criminal and Traffic Code, City and County Ordinances, Criminal Procedures, Juvenile Law and court proceedings

Experience:

A minimum of 1 – 5 years of work experience in law enforcement in a traditional law enforcement agency or school environment required. Ability to work with youth and adults in the school setting.

Additional Requirements:

- Must not have any open internal affairs investigations.
- Must pass criminal history and background investigation, psychological and agility test.

Major Responsibilities and Duties:

1. Remain vigilant at all times for suspicious activity or unauthorized persons.
2. Use of cell phones/texting or use of other electronic devices should be limited only to business use or family emergency. At no time should use of phones be a distraction from required duties.
3. Conversations beyond what is required to carry out security responsibilities are to be kept to a minimum.
4. Officers shall conduct or assist in criminal investigations of violations of law on District property.
5. Officer's uniforms shall be professional in appearance. Uniform shall be clean. Shirt must be tucked in and a company logo and/or badge shall be visible at all times.
6. Officers are entitled to a 30 minute lunch break during their shift and that break must be taken on campus. Officers are subject to recall during lunch breaks and such breaks shall not be taken during peak times of school activity.
7. Officers generally are to work independently unless working with a supervisor for training purposes.
8. The Officer is required to meet daily with the campus Administrator in charge of building security. The purpose of the meeting is to discuss events scheduled for the day, special request and operations.
9. When radios are available, each Officer is required to carry and monitor their radio for communication with campus administrators.
10. All Officers are required to be familiar with WFISD emergency procedures for Lockdown, Lockout, Shelter, Evacuate and Hold (following SRPx guidelines).



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11. Act as a resource person in the area of law enforcement education.
12. Provide law enforcement resource when necessary to maintain the peace on the District's property and campuses.
13. Take enforcement action on criminal offenses when appropriate and in accordance with Wichita Falls Police Department policies and procedures.
14. Monitor Hallways/Bathroom for criminal activity
15. Check perimeter of building & cafeteria parking lot
16. Check outside doors
17. Counsel with parents and staff as necessary.
18. Use a common sense approach to enforcement and conduct self in a professional manner.
19. Maintain confidentiality of student information in compliance with the Family Education Rights and Privacy Act ("FERPA").
20. Follow and conform to all policies and procedures of the District that do not conflict with the policies and procedures of the WCSO. The parties to this Agreement shall abide by all rules, regulations and procedures as outlined in the Civil Rights Act.
21. Must keep District Chief of Police apprised of daily activities/events that occur in their scope of work at the District.
22. Any other additional duties as directed by the Chief of Police.

Equipment Used:

Required proficiency in Microsoft Office, Outlook, and other office equipment such as incident reporting software, fax, copiers, and scanners.

Working Conditions:

Ability to walk, run, climb crawl or sit for extended periods of time. Work in inclement weather. Overtime work including evenings, weekends and athletic events as assigned by the Chief to provide maximum security coverage is required. Incumbent may spend extended periods of time patrolling and investigating crimes on District property, both in automobiles and on foot. Incumbent may be required to physically restrain parties involved in a conflict. In extreme cases, incumbent may be exposed to violent and/or armed confrontations. Physical fitness tests are required yearly. This position may involve routine exposure to blood or body fluids. Regular attendance is required for this position

It is the responsibility of each employee that all tasks be conducted in a safe and efficient manner complying with all local, state and federal safety and health regulations, programmatic standards, and special safety concerns identified by WFISD for use in a particular area or with a student.

Although most safety regulations are consistent throughout each department and program, it is the responsibility of employees to identify and familiarize themselves with the emergency plan for their working areas.

Failure to follow WFISD's safety and health procedures or conduct that places the employee, student, volunteer, or property at risk may lead to employee disciplinary action or termination.

Officer Signature: _____

Officer Printed Name: _____

Director of Safety and Security: _____

Date _____



RECORDS EXCHANGE FORM

THE INFORMATION BEING PROVIDED IS CONFIDENTIAL!

This form is used per Texas Family Code FAM § 58.0051 Interagency Sharing of Educational Records to request student records from Wichita Falls Independent School District by Juvenile Service Providers, including Juvenile Justice Agencies, Child Protective Services, Wichita Falls Police Department, and Wichita County Sheriff's Office.

REQUESTOR CONTACT INFORMATION

First Name		Last Name	
Company/Organization			
Address			
City		State	
Zip		Email Address	
Phone Number		Additional Phone Number	
Description of the Information Requested			
Date Range (Optional)		to	

STUDENT INFORMATION

First Name		Last Name	
Grade		Student ID	
Campus			

Requestor Signature: _____ Date: _____

Please Note: *If the information requested is unclear or if a large amount of information is requested you may be contacted to discuss clarifying or narrowing your request. There may be charges associated with production of the requested information.*

District signature of employee that fulfilled request:

Name: _____ Date: _____

Title: _____ Signature: _____

Original – Administrators Office / Copy – Requesting Agency / Copy – Student Record



Does FERPA permit educational agencies and institutions turn over videos to the police upon request or following an incident that may warrant police involvement?

If the law enforcement unit of an educational agency or institution creates and maintains videos for a law enforcement purpose, then the videos would not be education records and FERPA would not prohibit the law enforcement unit of an educational agency or institution from disclosing the videos to the police. If the videos are education records, however, educational agencies and institutions may not turn over videos to the police upon request without having first either obtained the written consent of the parent or eligible student or determined that the conditions of an exception to the general requirement of consent have been met, such as if the disclosure is made in connection with a health or safety emergency (20 U.S.C. 1232g(b)(1)(I) and 34 CFR §§ 99.31(a)(10) and 99.36) or the law enforcement officer has presented the educational agency or institution with a judicial order or a lawfully issued subpoena (20 U.S.C. 1232g(b)(1)(J) and (b)(2) and 34 CFR § 99.31(a)(9)). Per GRAC (LEGAL)-P "The officials and authorities to whom the records are disclosed must certify in writing to the District that the information will not be disclosed to any other party, except as provided under state law, without the prior written consent of the parent of the student."

May schools comply with a subpoena or court order for education records without the consent of the parent or eligible student?

Yes. FERPA permits disclosure of education records without consent in compliance with a lawfully issued subpoena or judicial order. See § 99.31(a)(9)(i) and (ii).

[1] The Individuals with Disabilities Education Act (IDEA) also contains privacy protections that apply to children with disabilities. 20 U.S.C. 1417(c) and 34 CFR §§ 300.610-300.626 and 34 CFR §§ 303.401-303.416. Under the IDEA, participating agencies must protect the personally identifiable information (PII), data, or records that are collected, maintained, or used by the participating agency. While the definition of "education record" under Part B of the IDEA cross-references the FERPA definition in 34 CFR § 99.3, the application of IDEA requirements may raise different questions.

[2] If circumstances effectively prevent the parent or eligible student from otherwise exercising their right to inspect and review the student's education records (e.g., if the parent lives outside of commuting distance to the school), then the educational agency or institution would be required to either provide a copy of the records or to make other arrangements for the parent or eligible student to inspect and review the records. 34 CFR § 99.10(d)

Does FERPA permit educational agencies and institutions turn over videos to the police upon request or following an incident that may warrant police involvement?

If the law enforcement unit of an educational agency or institution creates and maintains videos for a law enforcement purpose, then the videos would not be education records and FERPA would not prohibit the law enforcement unit of an educational agency or institution from disclosing the videos to the police. If the videos are education records, however, educational agencies and institutions may not turn over videos to the police upon request without having first either obtained the written consent of the parent or eligible student or determined that the conditions of an exception to the general requirement of consent have been met, such as if the disclosure is made in connection with a health or safety emergency (20 U.S.C. 1232g(b)(1)(I) and 34 CFR §§ 99.31(a)(10) and 99.36) or the law enforcement officer has presented the educational agency or institution with a judicial order or a lawfully issued subpoena (20 U.S.C. 1232g(b)(1)(J) and (b)(2) and 34 CFR § 99.31(a)(9)).

552.352

(a) A person commits an offense if the person distributes information considered confidential under the terms of this chapter.

(a-1) An officer or employee of a governmental body who obtains access to confidential information under Section 552.008 commits an offense if the officer or employee knowingly:

- (1) uses the confidential information for a purpose other than the purpose for which the information was received or for a purpose unrelated to the law that permitted the officer or employee to obtain access to the information, including solicitation of political contributions or solicitation of clients;
- (2) permits inspection of the confidential information by a person who is not authorized to inspect the information; or
- (3) discloses the confidential information to a person who is not authorized to receive the information.

(a-2) For purposes of Subsection (a-1), a member of an advisory committee to a governmental body who obtains access to confidential information in that capacity is considered to be an officer or employee of the governmental body.

(b) An offense under this section is a misdemeanor punishable by:

- (1) a fine of not more than \$1,000;
- (2) confinement in the county jail for not more than six months; or
- (3) both the fine and confinement.

(c) A violation under this section constitutes official misconduct.

Sec. 261.406. INVESTIGATIONS IN SCHOOLS.

(a) On receipt of a report of alleged or suspected abuse or neglect of a child in a public or private school, the department shall perform an investigation as provided by this chapter.

(b) The department shall send a copy of the completed report of the department's investigation to the Texas Education Agency or, in the case of a private school, the school's chief executive officer. On request, the department shall provide a copy of the completed report of the department's investigation to the State Board for Educator Certification, the local school board or the school's governing body, the superintendent of the school district, the public school principal or director, or the chief executive officer of the private school, unless the principal, director, or chief executive officer is alleged to have committed the abuse or neglect, for appropriate action. On request, the department shall provide a copy of the report of investigation to the parent, managing conservator, or legal guardian of a child who is the subject of the investigation and to the person alleged to have committed the abuse or neglect. The report of investigation shall be edited to protect the identity of the persons who made the report of abuse or neglect. Except as otherwise provided by this subsection, Section 261.201(b) applies to the release of the report relating to the investigation of abuse or neglect under this section and to the identity of the person who made the report of abuse or neglect.

(c) Nothing in this section may prevent a law enforcement agency from conducting an investigation of a report made under this section.

(d) The executive commissioner shall adopt rules necessary to implement this section.



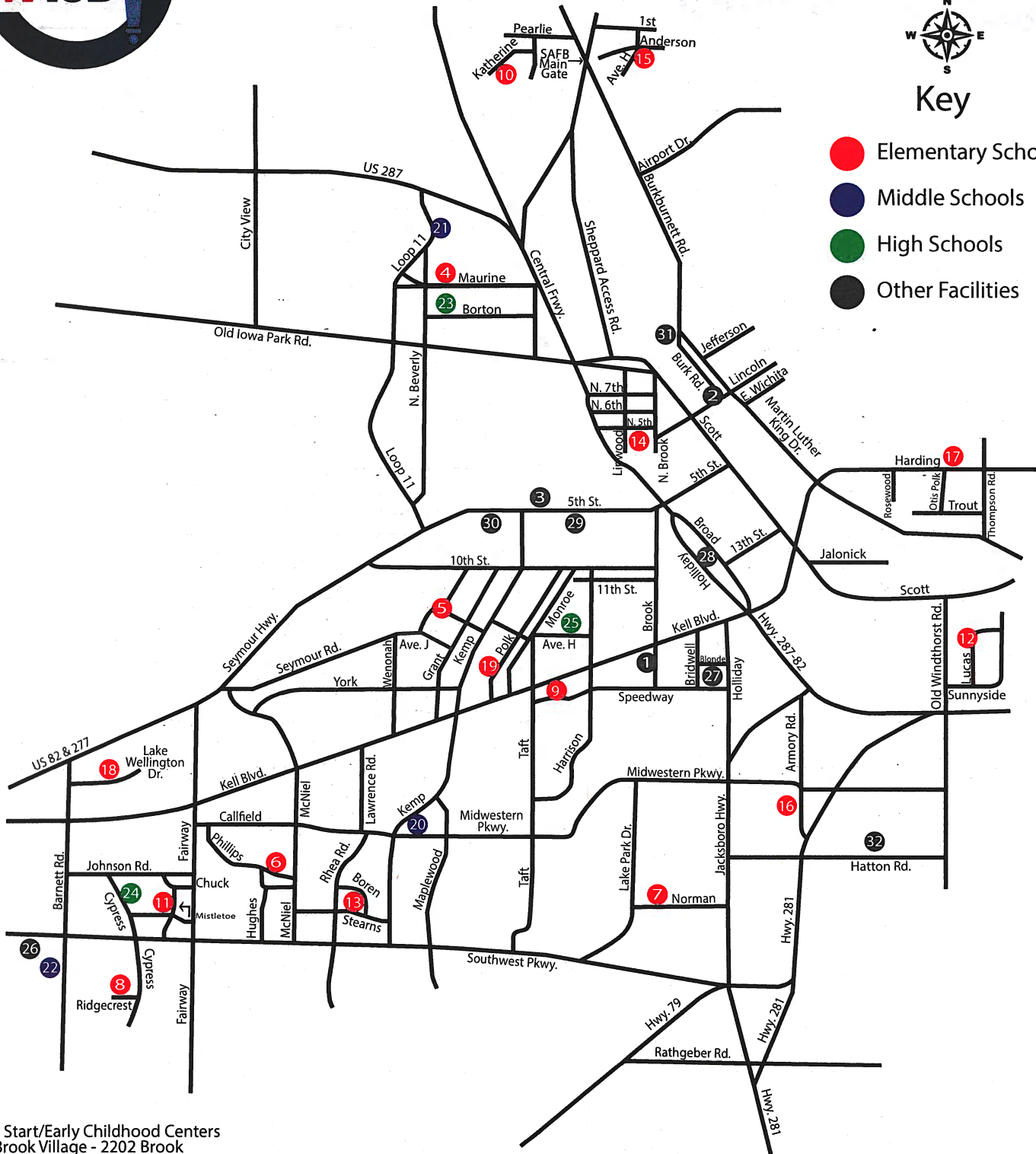
MAP OF WICHITA FALLS INDEPENDENT SCHOOL DISTRICT

www.wfisd.net



Key

- Elementary Schools
- Middle Schools
- High Schools
- Other Facilities



- Head Start/Early Childhood Centers**
1. Brook Village - 2202 Brook
 2. Farris Center - 710 Burk Rd.
 3. Northwest Head Start - 2310 5th St.

Elementary Schools

- | | |
|--------------------------------|---|
| 4. Burgess - 3106 Maurine | 12. Lamar - 2206 Lucas |
| 5. Crockett - 3015 Ave. I | 13. Milam - 2901 Boren |
| 6. Cunningham - 4107 Phillips | 14. Scotland Park - 1415 N. 5th St. |
| 7. Fain - 1562 Norman | 15. Sheppard - 301 E. Anderson |
| 8. Fowler - 5100 Ridgcrest | 16. Southern Hills - 3920 Armory Rd. |
| 9. Franklin - 2112 Speedway | 17. Booker T. Washington - 1300 Harding |
| 10. Haynes - 1705 Katherine | 18. West - 5220 Lake Wellington |
| 11. Jefferson - 4628 Mistletoe | 19. Zundy - 1706 Polk |

Middle Schools

20. Barwise - 3807 Kemp
21. Kirby - 1715 N. Loop 11
22. McNiel - 4712 Barnett

High Schools

23. Hirschi - 3106 Borton
24. Rider - 4611 Cypress
25. Wichita Falls - 2149 Ave. H

Other Facilities

26. Athletic Complex
27. Carrigan & Tech Support - 1609 Blonde
28. Education Center/Admin - 1104 Broad
29. Food Service & Maintenance - 2015 5th
30. Denver @ Harrell ALC - 3115 5th
31. JJAEP - 410 Old Burk Rd.
32. Career Education Center - 500 E. Hatton

WICHITA FALLS ISD BOARD OF TRUSTEES
August 10, 2021

Agenda Item:	Monthly Personnel Report		
Administrator Responsible:	Cyndy Kohl, Director of Human Resources		
Attachments:	No Attachment		
<input type="checkbox"/> Action Needed	<input type="checkbox"/> Future Action	<input type="checkbox"/> Presentation	<input checked="" type="checkbox"/> Report

Administrative Recommendation:

That the Wichita Falls Independent School District Board of Trustees reviews the employee resignations/retirements that have been submitted since the last Board meeting. The resignations/retirements have been accepted by Michael S. Kuhrt, Superintendent of Schools, in accordance with the requirements of Policy DFE (Local).

Letters of Retirement:

Professionals

Clerical/Auxiliary/Support

Duran, Micueyla – Aide, Farris (5/28/21)

Letters of Resignation:

Professionals

Aaron, Calvert – Teacher, CEC (5/29/21)
Byerly, Shannon – Teacher, Southern Hills (5/29/21)
Ealy, Jordan – Teacher, Fain (5/29/21)
Hollingsworth, Stephanie – Teacher, Farris (5/29/21)
Lerma, Chelsey – Teacher, Barwise (5/29/21)
Thomas, Kimbra – Teacher, McNiel (5/29/21)
Tinius, Elizabeth – Assistant Principal, WFHS (6/14/21)

Clerical/Auxiliary/Support

Arias, Brian – School Resource Officer, Ed Center (5/27/21)
Austin, LeeTreanna – Aide, Booker T. Washington (5/28/21)
Bowden, Brandi – Aide, Hirschi (5/28/21)
Fischer, Ashli – Aide, Fowler (5/28/21)
Gavia-Arias, Sarai – Aide, Barwise (5/28/21)
Gray, Lorna – Aide, Hirschi (5/28/21)
Petty, Destiny – Aide, Lamar (5/28/21)
Prieto, Karli – Aide, Milam (5/28/21)
Williams, Jeff – School Resource Officer, Ed Center (5/27/21)

WICHITA FALLS ISD BOARD OF TRUSTEES
August 10, 2021

Agenda Item:	Applicant Pool		
Administrator Responsible:	Cyndy Kohl, Director of Human Resources		
Attachments:	Applicant Pool		
<input checked="" type="checkbox"/> Action Needed	<input type="checkbox"/> Future Action	<input type="checkbox"/> Presentation	<input type="checkbox"/> Report

Administrative Recommendation:

That the Wichita Falls Independent School District Board of Trustees approve the proposed applicant pool as submitted by Cyndy Kohl, Director of Human Resources, and as recommended by Michael S. Kuhrt, Superintendent of Schools.

**APPLICANTS TO BE APPROVED BY THE BOARD OF EDUCATION
August 10, 2021**

CERTIFIED APPLICANT POOL

Name	Certification	University	Yrs of Exp	Position/Assignment	Previous District
Barrells, Seth	PE EC-12 Generalist 4-8	Midwestern State University	6	Teacher McNiel Replacing Kimbra Thomas	San Angelo ISD
Boutwell, Lexie	****Core Subjects & STR EC-6	Midwestern State University	1	Teacher Franklin Replacing Molly Stone	Andrews ISD
Brown, Kevin	PE EC-12 History 7-12	Stephen F. Austin State University	4	Teacher Lamar Replacing Kyle Redding	Vernon ISD
Brumbelow, Holly	*Core Subjects EC-6	Western Governors University	0	Teacher West Foundation Replacing Charisse Humphries	NA
Buckland, Dianna	Core Subjects EC-6	Western Governors University	2	Teacher Burgess Replacing Lauren Bristow	Midland ISD
Coppage, Walter	ELAR 8-12 Speech 6-12 Journalism 8-12	Midwestern State University	13	Teacher Barwise Replacing Chelsey Lerma	WFISD
Davis, Drew	Music EC-12	Midwestern State University	0	Teacher Cunningham Replacing Amy Myers	NA

Asterisk indicates Contract Addendum Required. See key below.

** Enrolled in an Alternative Certification Program*

*** One-year out-of state Certification*

****Emergency Permit*

***** Non-Renewal Permit*

DOI = District of Innovation

Faust, James	Technology Education EC-12 Music EC-12 Technology Education 6-12	Midwestern State University	10	Teacher Denver Replacing Wendell Carroll	WFISD
Hager, Danielle	ELAR 8-12 ELAR 4-8 ESL Supplemental 4-12	Texas Tech University	11	Teacher Barwise Replacing Sandra Leger	Galena City School District
Harris, Amanda	SLPA	University of North Texas	12	SLPA Ed Center Replacing Molly Satterfield	NA
Hart, Leslie	*Theatre EC-12	Midwestern State University (Bachelors) American University – Washington DC (Masters)	0	Teacher Barwise Replacing Disa Hairell	NA
Lynn, Susan	Core Subjects & STR EC-6 SPED EC- 12	Western Governors University	1	Teacher Milam Replacing Amanda Miller	Burkburnett ISD
Neilson, Brent	SPED EC-12	Brigham Young University	4	Teacher Barwise Replacing Crystal Steinbeck	Glendale Public Schools (Arizona)
Nichols, Brittany	DOI	Vernon College	2	Teacher CEC Replacing Kayla Taylor	NA
RaKel, Paul	Generalist 4-8 Hearing Impaired EC-12 ESL Supplemental EC-12 Principal EC-12	University of Southern Mississippi (Bachelors) Lamar University (Masters)	18	Instructional Coach Haynes Replacing Alexandria Schenck	Breckenridge ISD
Scaling, Katherine	*Core Subjects & STR EC-6	Midwestern State University	2	Teacher Southern Hills Replacing Shannon Byerly	Burkburnett ISD (Para)

Asterisk indicates Contract Addendum Required. See key below.

** Enrolled in an Alternative Certification Program*

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DOI = District of Innovation

Schenk, Stephanie	Life Science 7-12	Midwestern State University	0	Teacher McNeil Replacing Nate Blank	NA
Slayton, Stephanie	Core Subjects EC-6 ESL Supplemental EC-6	Texas State University - Dallas	1	Teacher Kirby Replacing Richard Ross	City View ISD
Vines, Elizabeth	Core Subjects & STR EC-6	Midwestern State University	1	Teacher Fain Replacing Jordan Ealy	WFISD
Young, Cynthia	ELAR 8-12 ESL Supplemental 8-12	Midwestern State University	15	Teacher WFHS Replacing Sarah Phillis	Petrolia ISD

CONTRACT CHANGE

Name	Current Contract	Current Position	New Contract	New Position
Davis, Tami	Classroom Teacher Term	Teacher Rider	Certified Administrator Probationary	Assistant Principal WFHS Replacing Kori Dorman

Asterisk indicates Contract Addendum Required. See key below.

** Enrolled in an Alternative Certification Program*

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DOI = District of Innovation

**APPLICANTS TO BE APPROVED BY THE BOARD OF EDUCATION
August 10, 2021**

**CERTIFIED APPLICANT POOL
(ADDENDUM)**

Name	Certification	University	Yrs of Exp	Position/Assignment	Previous District
Ferguson, Zeno	DOI	Midwestern State University (Bachelors) University of Texas Tyler (Masters)	2	Teacher CEC Replacing Calvert Aaron	NA
Lane, Shannon	English 6-12 SPED EC-12	Midwestern State University	17	Teacher Rider Replacing Tami Davis	Henrietta ISD
Lee, Ada	*Core Subjects EC-6	University of North Carolina	0	Teacher Cunningham Replacing Deandre West	WFISD (Para)

Asterisk indicates Contract Addendum Required. See key below.

** Enrolled in an Alternative Certification Program*

*** One-year out-of state Certification*

****Emergency Permit*

***** Non-Renewal Permit*

DOI = District of Innovation

WICHITA FALLS ISD BOARD OF TRUSTEES
August 10, 2021

Agenda Item:	2021-2022 T-TESS Appraisers		
Administrator Responsible:	Cyndy Kohl, Director of Human Resources		
Attachments:	Appraisal List		
<input checked="" type="checkbox"/> Action Needed	<input type="checkbox"/> Future Action	<input type="checkbox"/> Presentation	<input type="checkbox"/> Report

Administrative Recommendation:

That the Wichita Falls Independent School District Board of Trustees approves the following list of appraisers for WFISD as submitted by Cyndy Kohl, Director of Human Resources, and as recommended by Michael S. Kuhrt, Superintendent of Schools. All appraisers will be T-TESS certified for the 2021-2022 school year.

Explanation:

The Commissioner’s Rules concerning the Texas Teacher Evaluation and Support System (T-TESS) allow an appraiser other than the teacher’s supervisor provided the district Board of Trustees approves the appraiser. The “other appraiser” must hold a valid teaching certificate and be T-TESS qualified.

T-TESS APPRAISERS 2021-2022

Second Appraiser Assignment Process: When a teacher requests a second appraisal under the T-TESS evaluation requirements, the campus principal will notify the Director or Assistant Director of Human Resources. The Human Resources Department will then notify the superintendent of the request. The superintendent or his designee will assign a second appraiser from the list of Board approved T-TESS appraisers to act as the second appraiser. The Human Resources Department will notify both the teacher and the campus principal of the person assigned as the teacher's second appraiser.

These teacher appraisers attended the required three days of T-TESS training and passed the T-TESS Appraiser Certification exam. In addition, they completed the Advancing Educational Leadership (AEL) or Instructional Leadership Development (ILD) course required by the Texas Education Agency as part of the teacher appraiser certification requirements.

T-TESS appraisers must take and pass a certification exam annually for three years. After three consecutive years of certification, the T-TESS appraiser will be required to take and pass the T-TESS Appraiser Certification Exam once every three years in order to maintain certification.

Adkins, Erica	Elementary Principal
Akin, Laura	Special Education Curriculum Specialist
Albus, Doug	High School Principal
Alfert, Rebecca	Elementary Assistant Principal
Armstrong, Dr. Travis	Early Learning Director
Ayers, Dr. Gena	Elementary Principal
Baka, Joseph	Elementary Assistant Principal
Blair, Dr. Cody	High School Principal
Braveboy, Peter	Middle School Principal
Browne, Tristan	Elementary Principal
Bryant, Russell	Secondary School Assistant Principal
Byrd, Robbie	Special Education System Analyst
Bynum, Summer	Middle School Principal
Calhoon, Wayne	High School Assistant Principal
Calliste, Alston	High School Assistant Principal

Cook, Cassandra	Elementary Assistant Principal
Coyle, Lydia	Elementary Assistant Principal
Cunningham, Shannon	Middle School Principal
Davenport, Roy “Kyle”	Middle School Assistant Principal
DeLeon, Brenda	Middle School Assistant Principal
*Dipprey, Deborah	Director of High School Curriculum
Dorman, Kory	Assistant Director of State & Federal Programs
Farris, Dr. Troy	High School Assistant Principal
Forney, Michael	Middle School Assistant Principal
Freeman, Christopher	Middle School Assistant Principal
Garcia, Amanda	Elementary Principal
Gates, Kelli	Elementary Assistant Principal
*Griffiths, Dr. Peter	Associate Superintendent
Hardaway, Dayna	Assistant Director of Human Resources
Heathington, Kelli	Elementary Assistant Principal
Hernandez, Rebecca	Elementary Principal
Hill, Jeff	Elementary Principal
Hunter, Kacy	Elementary Principal
Jacobs, Jared	Elementary Assistant Principal
Jans-Stutz, Kimberly	High School Assistant Principal
Kirby, Synthia	CEC Principal
Kohl, Cynthia L	Director-Human Resources
Kuhr, Shannon	Director of Assessment
Lewis, Synquis	Elementary Assistant Principal
Martin, Alexandra	Elementary Principal
Martin, Donna	Elementary Principal
McCartney, Jackie	Middle School Assistant Principal

*Menefee, Larry D	Coordinator of School Admin.
Miller, Chrystal	Elementary Assistant Principal
Moore, Patrick	High School Assistant Principal
Mroczkowski, Sally	High School Assistant Principal
Muehlberger, Dr. Linda S	Coordinator of Student Assignment
Murdock, Ashley	Elementary Principal
Nash, Christy	High School Principal
Nichols, Linda S	Principal – DAC
Norton, Dr. Shonna	Director of Social / Emotional Learning
Paris-Toulon, Alefia	Director of Special Education
*Patterson, Debby K	Exec. Director of School Administration
Radtke, TiAda	High School Assistant Principal
Richie, Clarisa J	Elementary Principal
Roberts, Kelli	Elementary Assistant Principal
Roberts, Ward	Director of Innovation and Advanced Academics
Rooney, Angela	Elementary Principal
Scott, Laura A	Elementary Principal
Silva, Melissa	Elementary Assistant Principal
Simmons, Amy	Elementary Assistant Principal
Smith, Kimberly D	Elementary Principal
Spurgers, Jennifer	CEC Assistant Principal
Tarver, Frank	Elementary Assistant Principal
Taylor, Lauren	Elementary Assistant Principal/Curriculum Facilitator
Thomas, Dr. Jesse	Elementary Principal
Thorne, Kim	Coordinator of the Regional Day School for the Deaf
Tinker, Paula	Early Learning Assistant Principal

Waddell, Cindy	Elementary Principal
Willis, Letitia	Early Learning Principal
Wood, Falesha	High School Assistant Principal
Yoakum, Carrie	Assistant Director of Special Education
* <i>Principal Appraisers</i>	

Pending T-TESS Appraisal Training

These teacher appraisers have completed the three days of “Advanced Educational Leadership” training. They have not completed the required three days of T-TESS Appraiser Certification training.

Upon completion of the T-TESS Appraisal Training and the certification requirement, these individuals will be certified teacher appraisers for the District.

Blackwell, Amy	Evaluation Specialist
Brown, Stacy	Elementary School Assistant Principal
Faurie, James	High School Assistant Principal
Kelly Strenski	Director of Fine Arts

Pending T-TESS Re-Certification

These teacher appraisers attended the initial required three days of T-TESS training and passed the T-TESS Appraiser Certification exam. In addition, they completed the Advancing Educational Leadership (AEL) or Instructional Leadership Development (ILD) course required by the Texas Education Agency as part of the teacher appraiser certification requirements.

T-TESS appraisers must take and pass a certification exam annually for three years. After three consecutive years of certification, the T-TESS appraiser will be required to take and pass the T-TESS Appraiser Certification Exam once every three years in order to maintain certification.

These teacher appraisers have not completed the T-TESS Appraiser Re-certification requirements for the current school year. Upon completion of the T-TESS Appraiser certification requirements, they will be certified appraisers within the District.

Davis, Tami	High School Assistant Principal
Frazier, Katherine	Middle School Assistant Principal
Griffiths, Ana	Director of State and Federal Programs

Pending AEL Training

These teacher appraisers have attended the required three days of T-TESS Appraiser Certification training. They must now complete the three days of “Advanced Education Leadership” training.

Upon completion of the AEL training course, they will be certified teacher appraisers within the District.

Currently there are no administrators in the District needing to complete only the AEL training.

Pending T-TESS Appraisal & AEL Training

These teacher appraisers have not completed the required three days of T-TESS Appraiser Certification training or the three days of “Advanced Education Leadership” training.

He/she must complete both trainings in order to be a certified teacher appraiser.

Benavides, Greta	Director of Foreign Languages
Bindel, Marc	High School Athletics Coordinator
Flippen, Katie	Special Education Curriculum Specialist
Freeman, Grant	High School Athletics Coordinator
Hafley, Scott	Director of Athletics
Mims, Nicholas	High School Assistant Principal
Ross, Richard	Middle School Assistant Principal
Spear, Misti	Director of Elementary Education
Stone, Molly	Elementary School Assistant Principal
Wiley, Antonio	High School Athletics Coordinator
Wilson, Meagan	Middle School Improvement Specialist

WICHITA FALLS ISD BOARD OF TRUSTEES
August 10, 2021

Agenda Item:	Assistant Principal Compensation & Equity Review
Administrator Responsible:	Cyndy Kohl, Director of Human Resources
Attachments:	None
<input checked="" type="checkbox"/> Action Needed <input type="checkbox"/> Future Action <input type="checkbox"/> Presentation <input type="checkbox"/> Report	

Administrative Recommendation:

That the Wichita Falls Independent School District Board of Trustees consider implementing the compensation and equity plan for Assistant Principals as submitted by Cyndy Kohl, Director of Human Resources and as recommended by Michael S. Kuhrt, Superintendent of Schools.

Explanation:

Assistant Principals are required to have a master's degree. Elementary Assistant Principals work 205 days, Middle School Assistant Principal work 210 days, and High School Assistant Principals work 220 days. Assistant Principals are currently paid on the instructional pay scale. Elementary and Middle School Assistant Principals are paid at Instructional 4, and High School Assistant Principals are paid at the Instructional 5 pay scale.

During the spring 2021, several campuses requested that an Equity Review of the Assistant Principal salaries be conducted. We had some assistant principals leave the District at the end of the 2020-2021 school year to accept positions that paid a higher salary. Additionally, the daily rate of pay for several of our assistant principals falls below the teacher, counselor, librarian, and diagnostician's daily rate of pay. Assistant Principals assist in the supervision of these positions.

Fiscal Note:

This is not a budgeted item.