

**The Lockhart Independent School District
Board of Trustees
M.L. Cisneros Education Support Center Boardroom, 2nd Floor, Room 200, 419 Bois D'Arc Street,
Lockhart, TX 78644
Regular Meeting, January 18, 2022 – 6:30 PM**

Notice is hereby given that on January 18, 2022, the Board of Trustees of the Lockhart Independent School District will hold a Regular meeting at 6:30 PM in the M.L. Cisneros Education Support Center Boardroom, 2nd Floor, Room 200, 419 Bois D'Arc Street, Lockhart, TX 78644. The subjects to be discussed or considered or upon which any formal action may be taken are listed below. Items do not have to be taken in the same order as shown on this meeting notice. Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

1. Call to Order
2. Pledge of Allegiance
3. Invocation
4. Recognitions
 - A. January is School Board Recognition Month - "Rising Above"
 1. President Michael Wright - Lockhart High School and Clear Fork Elementary
 2. Vice President Warren Burnett - Lockhart Junior High School and Navarro Elementary
 3. Secretary Tom Guyton - Bluebonnet Elementary
 4. Trustee Sam Lockhart - Carver Early Education Center
 5. Trustee Rene Rayos - Plum Creek Elementary
 6. Trustee Dr. Barbara Sanchez - Alma Brewer Strawn Elementary School
 7. Trustee Rebecca Pulliam - PRIDE High School
5. Public Comment
6. CLOSED SESSION:
 - A. Adjourned to Closed Session: Pursuant to Texas Government Code Section 551.072,(Deliberation Regarding Real Property), Texas Government Code Section 551.074, (Personnel, to deliberate regarding the appointment,employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee); Texas Government Code Section 551.076 (Deliberation regarding implementation of security personnel or devices) specifically to discuss:
 1. Consideration of Superintendent’s recommendation to report to TEA certified educator(s) who abandoned contract
 2. Plan for Superintendent's Formative Evaluation
 3. Superintendent's Monthly Performance Review
7. Business: Consent Agenda
 - A. Approval of Minutes:
 1. December 13, 2021 4
 - B. Approve Revised Special education co-op interlocal agreement 7
 - C. Approve Adult Meal Price Increase 20
 - D. Approve Budget Amendments 23
 - E. Review Tax Collection Report 26
 - F. Review Quarterly Investments Report 29
8. COMMUNICATION:
 - A. Progress Monitoring Data on District Achievement Targets 36
 - B. Gifted and Talented Program Update 38

C. 2022-2023 Academic Calendar	40
D. Review Local District Policy Update 118: CFD(LOCAL): ACCOUNTING - ACTIVITY FUNDS MANAGEMENT; CQB(LOCAL): TECHNOLOGY RESOURCES - CYBERSECURITY; DFE(LOCAL): TERMINATION OF EMPLOYMENT - RESIGNATION; DP(LOCAL): PERSONNEL POSITIONS; EHAA(LOCAL): BASIC INSTRUCTIONAL PROGRAM - REQUIRED INSTRUCTION (ALL LEVELS); EHBC(LOCAL): SPECIAL PROGRAMS-COMPENSATORY/ACCELERATED SERVICES; EIE(LOCAL): ACADEMIC ACHIEVEMENT - RETENTION AND PROMOTION; FDE(LOCAL): ADMISSIONS - SCHOOL SAFETY TRANSFERS; FEA(LOCAL): ATTENDANCE - COMPULSORY ATTENDANCE; FEC(LOCAL): ATTENDANCE - ATTENDANCE FOR CREDIT; FFG(LOCAL): STUDENT WELFARE - CHILD ABUSE AND NEGLECT; FL(LOCAL): STUDENT RECORDS	42
E. District of Innovation (DOI) Plan Renewal	70
F. Review Germicidal UVC System RFP	72
G. Staffing Update	74
H. 2021-2022 Budget Update	76
9. COMMUNICATION/ACTION:	
A. Consider and/or Approve Purchase of Technology Items	78
B. Consideration and possible action regarding Superintendent's recommendation to report to TEA certified educator(s) who abandoned contract	80
C. Consideration and possible action to adopt Board Resolution to increase local leave days for employees due to COVID-19	82
10. BOARD AND STAFF COMMENTS - ITEMS OF COMMUNITY INTEREST*	
11. BENEDICTION	
12. ADJOURNMENT	

*BOARD AND STAFF COMMENTS - ITEMS OF COMMUNITY INTEREST: Items of community interest are limited to: 1) expressions of thanks, congratulations or condolence; 2) information regarding holiday schedules; 3) an honorary or salutary recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutary recognition for purposes of this subdivision; 4) a reminder about an upcoming event organized or sponsored by the governing body; 5) information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official employee of the school district.

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

Texas Government Code Section:

551.071	Consultation with Attorney; Closed Meeting
551.072	Deliberation Regarding Real Property; Closed Meeting
551.073	Deliberation Regarding Prospective Gift; Closed Meeting
551.074	Personnel Matters; Deliberate the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline or Dismissal of a Public Officer or Employee; Closed Meeting
551.075	Conference Relating to Investments and Potential Investments Attended by Board of Trustees of Texas Growth Fund; Closed Meeting
551.076	Deliberation Regarding Security Devices; Closed Meeting

- 551.082 School Children; School District Employees; Disciplinary Matter or Complaint
- 551.083 Certain School Boards; Closed Meeting Regarding Consultation with Representative of Employee Group
- 551.084 Investigation; Exclusion of Witness from Hearing

Should any final action, final decision, or final vote be required in the opinion of the School Board with regard to any matter considered in such closed or executive meeting or session, then the final decision, or final vote shall be either:

- (a) in the open meeting covered by the Notice upon the reconvening of the public meeting; or,
- (b) at a subsequent public meeting of the School Board upon notice thereof; as the School Board shall determine.

On this day of Friday, January 14, 2022, this Notice was mailed or faxed to news media who had previously requested such Notice and an original copy was posted on the display window in the School District Administration Building on said date.



Superintendent

Minutes of Regular Meeting

The Board of Trustees Lockhart Independent School District

A Regular meeting of the Board of Trustees of Lockhart Independent School District was held Monday, December 13, 2021, beginning at 6:30 PM in the M.L. Cisneros Education Support Center Boardroom, 2nd Floor, Room 200, 419 Bois D'Arc Street, Lockhart, TX 78644.

1. Call to Order was at 6:30 P.M. by Board President Michael Wright. Other members present were Warren Burnett, Dr. Barbara Sanchez, Rebecca Pulliam, Rene Rayos, Sam Lockhart, and Tom Guyton.
2. Presentation of Colors by JROTC
3. Invocation was given by Trustee Burnett
4. Recognitions
 - A. Common Sense Media School Honorees
 - B. B.Academic All-State Football

5. Public Hearing

- A. Public Hearing to Discuss the School Financial Integrity Rating System of Texas (FIRST) Rating for 2021-2022

None.

6. Public Comment

None.

7. CLOSED SESSION:

- A. Adjourned to Closed Session: Pursuant to Texas Government Code Section 551.071 (Consultation with Attorney); Texas Government Code Section 551.072 (Deliberation Regarding Real Property); Texas Government Code Section 551.074, (Personnel, to deliberate regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee); Texas Government Code Section 551.076 (Deliberation regarding implementation of security personnel or devices) and Texas Government Code Section 551.087 (Deliberation Regarding Economic Development Negotiations) specifically to discuss:

1. Superintendent's Monthly Performance Review
2. Discussion regarding commercial or financial information that the District has received from a business prospect that the District seeks to have locate, stay or expand in the District and with which the District is conducting economic development negotiations, or to discuss the

offer of a financial or other incentive to a business seeking to locate, stay or expand in the District

3. Discussion with legal counsel regarding legal issues related to potential Chapter 313 Agreement

The Board of Trustees on Monday, December 13, 2021 convened at 6:43 PM in closed session in accordance with the Texas Open Meetings Act for the purposes of discussing items listed under the Texas Government Code Section 551.071 (Consultation with Attorney); Texas Government Code Section 551.072 (Deliberation Regarding Real Property); Texas Government Code Section 551.074 (Personnel to deliberate regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee) and Texas Government Code Section 551.076 (Deliberation regarding implementation of security personnel or devices) and the Texas Government Code Section 551.087 (Deliberation Regarding Economic Development Negotiations). The Board ended its closed session at 8:55 PM on Monday, December 13, 2021. No votes, decisions, or actions were taken while in closed session.

8. BUSINESS: CONSENT AGENDA

A. Approval of Minutes:

1. November 15, 2021

B. Approve Child Care Local Match Agreement

C. Approve Budget Amendments

D. Review Tax Collection Report

E. Review Cash Investments Report

Trustee Guyton made the motion to approve the business consent agenda as presented. Trustee Sanchez seconded the motion. The motion carried, 7-0.

9. COMMUNICATION:

A. Student Demographic Projections Report

This presentation was given by Superintendent Estrada. No action was taken.

B. Progress Monitoring Data on District Achievement Targets

This presentation was given by the Assistant Superintendent of Curriculum & Instruction, Dr. Stephaine Camarillo. No action was taken.

C. District Improvement Plan and Campus Improvement Plan Formative Review Update

This update was given by the Deputy Superintendent, Kim Raymond. No action was taken.

D. 2022-2023 Budget Planning Calendar

This update was given by the CFO, Nicole Dean. No action was taken.

E. Board President and Superintendent Teacher Forum Update

This update was given by Superintendent Estrada and Board President Michael Wright. No action was taken.

10. COMMUNICATION/ACTION:

A. Consider and/or Approve Discontinuance of Teachers Retirement Services (TRS) ActiveCare Insurance

Trustee Burnett made the motion that the Board of Trustees discontinue participation with TRS ActiveCare. Trustee Guyton seconded the motion. The motion carried, 7-0.

B. Consideration and possible action to adopt Board Resolution approving a one-time COVID-19 Pandemic Staff Retention Incentive for each permanent staff member

Trustee Rayos made the motion that the Board of Trustees adopt the Board Resolution approving a one-time COVID-19 Pandemic Staff Retention Incentive for each permanent staff member. Trustee Guyton seconded the motion. The motion carried, 7-0.

11. BOARD AND STAFF COMMENTS - ITEMS OF COMMUNITY INTEREST*

12. BENEDICTION was given by Trustee Guyton

13. ADJOURNMENT was at 10:13 p.m. by Board President Michael Wright.

Michael Wright, Board President

Tom Guyton, Board Secretary

Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item

AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION

DEPARTMENT:

DISTRICT GOAL(S) ALIGNMENT:

1. Create a collaborative culture of contagious ambition.
2. Expect all staff to embrace growth opportunities.
3. Empower students to seize opportunities to achieve at high levels.

AGENDA TITLE:

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

CALDWELL COUNTY SPECIAL EDUCATION INTERLOCAL AGREEMENT COOPERATIVE

The Lockhart Independent School District, Luling Independent School District and Prairie Lea Independent School District (hereinafter “member districts”), hereby agree to cooperatively operate their special education programs under the authority of TEX.EDUC.CODE.ANN Sections 11.157 and 11.1511(c)(4) and TEX.GOV.T.CODE.ANN Section 791.001 *et seq.*, (Vernon 1994), as the CALDWELL COUNTY SPECIAL EDUCATION INTERLOCAL AGREEMENT COOPERATIVE (hereinafter (“Cooperative” or “Co-op”)). Member Districts covenant and agree that:

1. GENERAL COVENANTS AND PROVISIONS

1.1 The purpose of the Interlocal Agreement (“Agreement”) is to create a Cooperative whereby districts may provide for the efficient delivery of legally required special education and related services to eligible students with disabilities. All special education services may not be included in this agreement and may require a separate agreement.

1.2 The administrative office will be located in Lockhart, Texas.

1.3 The special education program will be operated in compliance with Federal and State law, including the Individuals with Disabilities Education Act, 20 U.S.C. § 1401 *et seq.*; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794; the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.*; Chapter 29 of the Texas Education Code; implementing regulations for all applicable statutes; section 1.3 of the Financial Accounting and Reporting Module of the Financial Accountability System Resource Guide (FASRG) and the Cooperative’s Operating Procedures

1.4 Any Co-op operating procedures inconsistent with the provisions contained herein shall be null and void.

1.5 The Member Districts do not intend by entering this Agreement, or otherwise, to create a separate or additional legal entity.

1.6 Each Member District retains the responsibility for providing services and programs pursuant to Section 504 of the Rehabilitation Act. Notwithstanding, the Co-op will comply with Section 504 of the Rehabilitation Act as indicated in Section 1.3.

1.7 Each Member District retains financial responsibility for students who are enrolled in the Regional Day School Program for the Deaf (RDSPD). Notwithstanding, the Co-op provides services for (AI) (VI) students 0-3. It is agreed and understood that each member District

retains responsibility for transportation to and from the RDSPD sites or Texas School for the Deaf. The Director of the Co-op may attend RDSPD meetings on behalf of the Co-op.

1.8 It is agreed that Child Find requirements are the sole responsibility of each Member District.

2. MANAGEMENT

2.1 The Co-op will be governed by a management board (hereinafter “Board”) composed of the Superintendents of the Member Districts as the representatives of the Management Board of Trustees of the Member Districts. Superintendents and/or designated personnel shall attend the regularly scheduled Management Board meetings.

2.2 The superintendent of the Fiscal Agent will serve as chairperson of the Management Board. The Director will record, prepare and maintain minutes of each Management Board meeting. The Management Board may from time to time elect a chairperson from among its members and designate a secretary.

2.3 Actions related to the services contemplated herein shall require the approval of a majority of the Management Board. The determination of centralized programs are not within the jurisdiction of the Management Board.

2.4 The Co-op Management Board shall annually designate its regular meeting dates for conducting and reviewing the administration and operation of the shared services arrangement. The Director has discretion to call additional meetings of the Co-op.

2.5 The Director, through the Fiscal Agent, on behalf of the Co-op, may purchase goods and services necessary to administer and operate the Co-op.

2.6 The Co-op Management Board may adopt operating procedures for the Co-op’s operation.

2.7 If a School District requests to become a Member District of the Co-op, such must be unanimously approved by the entire Co-op Management Board, subject to approval by each Member District’s Board of Trustees. It is agreed and understood that any District seeking to join the Co-op may be assessed a fee to be determined by the Co-op Management Board prior to obtaining membership. This provision does not contemplate or endorse the membership of a virtual school.

2.8 The Co-op Management Board may by a majority vote of its membership, revoke the membership of a Member District for intentional non-compliance with the terms of the Agreement or for intentional non-compliance with the procedures of the Co-op, or disruption of

operations of the Co-op resulting in unnecessary costs and expense including legal costs. The Member Districts further agree that any fund balance, including all deferred revenue, remaining in the Co-op's operating fund, shall remain with the Co-op. It is agreed and understood that the Member District subject to revocation shall pay costs and fees, up to an amount not to exceed \$10,000.00, related to, resulting from, or associated with their withdrawal including, but not limited to, non-renewal proceedings, legal costs, legal fees, or expenses pertaining to the drafting of an agreement reflecting the reconfiguration.

3. PERSONNEL

3.1 The Chief Administrator of the Co-op will be the special education director who will be recommended for employment to the board of trustees of the Fiscal Agent district by the Management Board. The special education director shall serve under contract with the Fiscal Agent and be subject to the personnel policies of the Fiscal Agent district. Administrative decisions regarding the daily operations of the instructional program and approved budgeted expenditures, including allocation of funds, assignment of personnel, recruiting personnel, training of personnel, recommending of personnel, recommendation regarding purchase or lease of personnel, retaining independent contractors, centralized programs, leasing of equipment, consistent with the Co-op operating procedures are within the authority of the special education director.

3.2 The Director shall serve as the Fiscal Agent's deputy officer for public records for purposes of the Texas Public Information Act and the Local Government Records Act and will send to each Member District any records requests submitted to the Co-op, and the corresponding records in the possession of the Co-op. Each Member District retains responsibility for records requests made pursuant to the Texas Public Information Act, Family Educational Rights and Privacy Act (FERPA) or Individuals with Disabilities Education Act (IDEA) that are submitted directly to the Member District.

3.3 The Co-op reserves the right to adopt a salary schedule (or determine extra days on a contract plus stipend) for Co-op personnel that will supersede any salary schedule adopted by the Fiscal Agent. Should said right be exercised, the Fiscal Agent, subject to Fiscal Agent Board of Trustees' approval, shall adopt the Co-op salary schedule for the employment of Co-op personnel. Such option shall be exercised no less than forty-five (45) days prior to the date on which the Fiscal Agent adopts its salary schedule. The Fiscal Agent may allow for the Co-op to provide stipends when funded by the Co-op without Fiscal Agent Board of Trustees' approval.

3.4 Co-op personnel which may include, but is not limited to, special education director, diagnosticians, speech language pathologist (SLP), speech language pathologist assistant, and Co-op office personnel are employed by the Fiscal Agent and are subject to the personnel policies of the Fiscal Agent, including but not limited to all policies governing contracts, at-will employment, standards of conduct, leave and other benefits. All personnel of the member districts are subject to Co-op's operating procedures. Costs for personnel are deemed administrative costs as set forth in 6.1.

3.5 Any hearing on an employee grievance, termination, or nonrenewal is the responsibility of, and will be held in accordance with the policies of the district with whom the employee has a contract.

3.6 Co-op personnel shall be evaluated pursuant to Co-op evaluation procedures by the Director.

3.7 The Director on behalf of the Fiscal Agent and Co-op may purchase goods and services necessary to effectuate the purpose of the Interlocal Agreement.

4. FISCAL AGENT

4.1 LOCKHART INDEPENDENT SCHOOL DISTRICT will serve as the Fiscal Agent for the Co-op.

4.2 Except as otherwise provided herein, the Fiscal Agent shall be responsible for and apply for, receiving, collecting, expending, and distributing all funds, regardless of source, in accordance with the budget adopted by the Management Board. Additionally, the Fiscal Agent shall provide accounting services, reports, Co-op records and coordinate with Member Districts and Co-op on the provision of suitable facilities for special education administrative and support staff and perform any other responsibilities in the Co-op Operational Procedures. It is agreed and understood that the Fiscal Agent assumes no responsibility for Member District's failure to maintain its effort. The Co-op will fund utilities, insurance and janitorial services for the building in which the Co-op operates.

4.3 The Fiscal Agent shall be responsible for financial matters on behalf of the Co-op including applications, reports and/or accounting for Cooperative-wide personnel; Cooperative operating expense; IDEA, Part B funds; and Elementary and Secondary Education Act. ESSER Funds are the responsibility of each Member District.

4.4 The Fiscal Agent will account for salaries and expenses of personnel reflected herein. The Fiscal Agent will maintain personnel records and payroll systems for personnel and Co-op office staff.

4.5 The Director, on behalf of the Fiscal Agent, will negotiate independent contracts with service providers.

4.6 The Fiscal Agent must notify other Member Districts of any intention to withdraw as Fiscal Agent of the Co-op on or before November 1st preceding the end of the last fiscal year it intends to serve as Fiscal Agent. After a satisfactory independent audit of the Co-op's accounts, the transfer of Fiscal Agent status will become effective July 1st.

4.7 The Co-op accounts will be audited by the independent auditor for the Fiscal Agent at the Co-op's expense.

4.8 Should the Fiscal Agent cease for any reason to serve, the Management Board will appoint another Member District as Fiscal Agent by majority vote. Serving as Fiscal Agent will require the Member District's approval of its Board of Trustees.

4.9 Each Member District is responsible for the receipt of Medicaid funds and appropriate expenditure.

5. MEMBER DISTRICTS' GENERAL OBLIGATIONS

5.1 Each Member District acknowledges that for the 2021-2022 school year federal funds received from the State for special education programs and services flow directly to the Fiscal Agent. Each Member District is solely responsible for effectuating the then current process for ensuring that federal funds flow to the Fiscal Agent. In the event, a Member District seeks funds as a single Member, then that Member will be responsible for submitting all federal funds received to the Fiscal Agent.

5.2 The Member District where the student resides will be considered the LEA for determining residential placement funding and for the application of TEA grant monies for residentially-placed students.

5.3 Each Member District will cooperate with the Co-op in order to maintain proper fiscal and personnel and student records for Co-op operations.

5.4 Unless otherwise provided herein, title to and ownership of all personal property of whatever type or nature, acquired, purchased, encumbered, or committed to by the Co-op with Co-op funds, whether through purchase, lease, time payment, or any other acquisition agreement, regardless of whether the source of such Co-op funds was from local, state, federal, or private sources, are the property of the Co-op, and not that of individual Member Districts. All personal property of whatever nature, individually purchased with Member District funds or otherwise acquired by individual Member Districts from local resources shall remain that Member District's

property, regardless of its use by the Co-op for Co-op educational services. This Agreement does not contemplate the purchase, acquisition or any other matter related to real property.

5.5 A Member District may withdraw from the Co-op by providing the other member districts with written notice of its proposed action before November 1st preceding the end of the school year which the Member District intends to be its final year in the Cooperative. Upon delivery of such notice, the member's withdrawal from the Interlocal Agreement shall be effective on the following June 30th. The withdrawing Member District shall return to the Co-op any supplies, equipment, or fixtures in its possession that was purchased with Co-op funds, prior to or by the effective June 30th final day of the withdrawing member's participation in the Co-op. It is agreed and understood that the deferred revenues, including roll forward monies, will remain with the Co-op. It is agreed and understood that the withdrawing Member District shall pay costs and fees, up to an amount not to exceed \$10,000.00, related to, resulting from, or associated with the withdrawal including, but not limited to, non-renewal proceedings, legal costs, legal fees, or expenses pertaining to the drafting of an agreement reflecting the reconfiguration.

6. FISCAL PRACTICES

6.1 Co-op costs will be shared proportionately among Member Districts based on a ratio that compares each Member District's special education enrollment to the total number of special education students enrolled in all Member Districts. The Co-op will utilize best efforts to maintain a fund balance.

6.2 Repayments to the Texas Education Agency due to a violation of Federal rules on Maintenance of Effort ("MOE") by any school district shall be the responsibility of the Member District that violated the MOE requirement. The Member District agrees to submit payment to the Fiscal Agent in the amount equal to the repayment due TEA. Upon receipt of the payment, the Fiscal Agent will submit to TEA the amount of repayment due from IDEA-Part B funds. Should TEA find that a Member District is in violation of the MOE requirements, then the Member District will submit any amount assessed by the Agency to the Agency within 10 business days in an effort to avoid any withholding of e-grant funds or other penalty.

6.3 The Cooperative will operate on a budget prepared by the Director and approved by the Cooperative Board. Any member district exceeding budget allocations without the proper budget amendments will be solely responsible for those expenditures which exceed the budget allocations. This includes, but is not limited to, a member district overcommitting funds in an ARD Committee meeting.

7. DISSOLUTION

7.1 Dissolution of this Agreement shall require the affirmative vote of a majority of the Member Districts Board of Trustees. Upon dissolution, the Co-op's funds and any other remaining assets, after any charges and liabilities, will be divided among the Member Districts, prorated in the same manner as administrative costs as provided in §6.1. The dissolution will take effect at the end of the fiscal year.

7.2 Agreements pertaining to purchase of real property shall supersede any provisions herein.

8. RISK OF LOSS

8.1 Except as otherwise provided herein, each Member District bears its own risk of loss. "Loss" includes, but is not limited to, damage to or loss of personal or real property, costs of administrative hearings, litigation expenses, awards of actual damages, court costs, attorneys fees, and settlement costs.

8.2 Each Member District will insure its owned or leased vehicles used in the transportation of students with disabilities for the statutory maximum limits of school district liability for motor vehicle accidents.

9. TRANSPORTATION

9.1 Each Member District bears responsibility for providing or contracting for the transportation of each of its transportation-eligible students to each facility at which services are provided.

10. LEGAL RESPONSIBILITIES

10.1 The Member District wherein the student resides shall be solely responsible for the provision of a FAPE. For Member Districts that accept transfers and become the LEA, the LEA shall be responsible for the provision of a FAPE.

10.2 Except as otherwise provide herein, the Member District wherein the student resides is responsible for legal costs, court costs and attorney's fees, resulting from litigation directly involving that student.

10.3 If the Cooperative is a named party in a legal action, each Member District will be responsible for one-third (1/3) of the costs. If there is a legal liability insurance policy in place,

each Member District will be responsible for one-third (1/3) of the costs which exceed the costs covered by the insurance policy.

10.4 Each Member District shall be responsible for legal fees incurred due to complaints, grievances, or litigation arising from an employee with whom the district has a contract or with whom the district has an employment relationship.

10.5 The legal responsibilities stated herein shall survive the expiration of this contract should litigation arise from events that occurred during the term of the contract.

10.6 The Member Districts of this Interlocal Agreement contract agree to negotiate in good faith in an effort to resolve any dispute related to the contract that may arise from the Member Districts. If the dispute cannot be resolved by negotiations, the dispute shall be submitted to mediation before resort to litigation. If the need for mediation arises, a mutually acceptable mediator shall be chosen by the parties to the dispute who shall share the cost of mediation services based upon an equal split between the Member Districts. Mediation is a voluntary dispute resolution process in which the parties to the dispute meet with an impartial person, called a mediator, who will help to resolve the dispute informally and confidentially. Mediators facilitate the resolution of disputes but cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding.

11. CENTRALIZED PROGRAMS

11.1 It is agreed that centralized program classes may be designated to locations as determined by the Director. The Director will periodically review the need for such centralized program classes in making such determination. Centralized programs are subject to approval and authorization by the Board of Trustees of the Member District in which such centralized program or class is proposed to be located. The Director will establish criteria for placement in centralized programs. It is further agreed that any centralized program placement is contingent upon ARDC records as the LRE for the student. Behavior classes are not contemplated under this section.

11.2 Teachers and para-educators who are assigned to the centralized program classrooms are employees of Lockhart ISD.

11.3 It is further agreed that the student will enroll in the district where the program is located. The receiving district will be the LEA for all purposes including responsibility for FAPE, and accountability. The district hosting the centralized program will receive the ADA on behalf of the student enrolled.

11.4 Except as otherwise provided herein, the Member District where the student resides will be the LEA for all purposes.

11.5 The costs and expenses for the operation of the centralized program classes will be a part of the Caldwell County Co-op budget and calculated as part of the administrative costs paid by each Member District.

11.6 It is further agreed that Member Districts and the Fiscal Agent will comply with any Admission, Review & Dismissal (ARD) Committee recommendations regarding student placement determinations for centralized program classes which are made consistent with the IDEA and the provision of FAPE.

11.7 The centralized programs contemplated by this section are limited to 1) foundational learning, 2) ECSE, and 3) the Eighteen Plus Program.

12. THE AGREEMENT

12.1 This agreement will be automatically renewed annually unless notice of withdrawal or dissolution is given other Member Districts under the terms of this agreement.

12.2 This agreement will supersede all previous agreements among the parties in relationship to the operation of the Cooperative and responsibilities under any prior SSA Agreement.

12.3 This agreement will apply to and bind the representatives and successors in interest of the parties to this agreement.

12.4 This agreement is governed by the laws of the State of Texas.

12.5 If any provision of this Agreement becomes or is held in violation of any law or unenforceable, then the invalidity of that provision will not invalidate the remaining provisions. The Member Districts agree that all remaining provision of this Agreement will remain in effect.

12.6 Citations of and references to any specific federal or state statute or administrative regulation in this Agreement include any amendment to or successor of that statute or regulation.

12.7 It is agreed and understood that this agreement may not be modified absent written agreement of all parties.

12.8 It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

12.9 It is agreed and understood that any service contemplated herein is contingent upon federal, state and local limitations governing COVID-19 or other pandemics. To the extent that

this requires closures or other disruption of educational services, the Cooperative will provide notice of any disruption to services to the Management Board within 48 hours of the limitation announcement by the governing entity. Each Member District agrees to fully cooperate with CDC guidelines and any federal, state or local orders applicable to Member Districts regarding any pandemic.

Executed this ___ day of _____, 2021.

LOCKHART INDEPENDENT SCHOOL DISTRICT

BY: _____
Superintendent

Date: _____

LULING INDEPENDENT SCHOOL DISTRICT

BY: _____
Superintendent

Date: _____

PRAIRIE LEA INDEPENDENT SCHOOL DISTRICT

BY: _____
Superintendent

Date: _____

Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item

AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION

DEPARTMENT:

DISTRICT GOAL(S) ALIGNMENT:

1. Create a collaborative culture of contagious ambition.
2. Expect all staff to embrace growth opportunities.
3. Empower students to seize opportunities to achieve at high levels.

AGENDA TITLE:

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

Adult Meal Prices

District	Lunch Price
Lockhart ISD	\$ 3.45
Hays CISD	\$ 3.75
San Marcos	\$ 4.25
Grand Prairie	\$ 4.25
Rockdale	\$ 4.00
New Braunfels	\$ 3.75
Leander	\$ 4.25
Mexia	\$ 4.25
Austin ISD	\$ 4.25
Luling	\$ 4.35
Manor	\$ 4.00
Hutto	\$ 3.60
Kaufman	\$ 4.25
Georgetown	\$ 3.75
Bastrop	\$ 4.00

Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item

AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION

DEPARTMENT:

DISTRICT GOAL(S) ALIGNMENT:

1. Create a collaborative culture of contagious ambition.
2. Expect all staff to embrace growth opportunities.
3. Empower students to seize opportunities to achieve at high levels.

AGENDA TITLE:

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item

AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION

DEPARTMENT:

DISTRICT GOAL(S) ALIGNMENT:

1. Create a collaborative culture of contagious ambition.
2. Expect all staff to embrace growth opportunities.
3. Empower students to seize opportunities to achieve at high levels.

AGENDA TITLE:

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

LOCKHART I.S.D. BOARD

Tax Collection Report

DECEMBER 2021

	December	Prior Months	TOTAL	PRIOR YEAR
2021 Tax Collection	\$9,689,556.26	\$2,658,584.24	\$12,348,140.50	\$10,579,442.22
2020 & Prior Collection	\$96,113.08	\$554,668.71	\$650,781.79	\$660,891.51
Total Tax Collection =	\$9,785,669.34	\$3,213,252.95	\$12,998,922.29	\$11,240,333.73

note: Above figures include penalties and interest collected

2021 Original Levy \$24,181,481.20

December 31, 2021 Percent of 2021 Tax Collected	51.17%
December 31, 2020 Percent of 2020 Tax Collected	50.66%
December 31, 2019 Percent of 2019 Tax Collected	50.40%
December 31, 2021 - Balance of Delinquent Tax	\$2,168,857.58
December 31, 2020 - Balance of Delinquent Tax	\$2,010,350.83
December 31, 2019 - Balance of Delinquent Tax	\$1,621,037.72

Corrections made to Current Tax Roll (\$16,255.00)

Corrections made to Delinquent Tax Roll (\$26,665.22)

NOTE:

Caldwell County Appraisal District has collected and disbursed Attorney Fees in the amount of \$9,437.78

Submitted by:

Shanna Ramzinski

Shanna Ramzinski
 Chief Appraiser
 Caldwell County Appraisal District

Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item

AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION

DEPARTMENT:

DISTRICT GOAL(S) ALIGNMENT:

1. Create a collaborative culture of contagious ambition.
2. Expect all staff to embrace growth opportunities.
3. Empower students to seize opportunities to achieve at high levels.

AGENDA TITLE:

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

LOCKHART INDEPENDENT SCHOOL DISTRICT
REPORT OF INVESTMENT ACTIVITY
For the period ending December 31, 2021

Introduction

House Bill 2459, which was passed during the 1995 legislative session, amended a section of the Education Code dealing with investments. Code Section 2256.023 as amended, requires that the Investment Officer of the District prepare a report of investment activity and position. Monthly financial reports and invested fund statements are included in Board agendas and become a part of the permanent record. However, it is prudent to provide more detailed information on a regular basis. This report covers the quarter October 1, 2021 through December 31, 2021.

Cash

The District's funds are required to be deposited and invested under the terms of a depository contract pursuant to the School Depository Act. First Lockhart National Bank (FLNB) deposits for safekeeping and trust with the Federal Reserve System, pledged securities in an amount sufficient to protect District funds on a day-to-day basis during the period of the contract. The pledge of securities is waived only to the extent of Federal Deposit Insurance Corporation (FDIC) insurance.

The District's cash balances were properly collateralized and insured at all times during the period, with the expectation of one day, December 15, 2021. On this day, a large transfer was made to into FLNB for the monthly payroll. The highest combined balances of bank deposits at FLNB for the quarter ended December 31, 2021, occurred during the month of December 2021, in the amount of \$7,815,221. FDIC insurance for government accounts is \$250,000 for the combined amount of all time deposits, and an additional \$250,000 for the combined amount of all interest-bearing demand deposits. The total par value of U.S. Treasury notes pledged as collateral in September was \$5,697,434. FLNB provides a minimum interest rate of 0.25% on an annual basis, per the bank depository contract. Interest is credited on investments as earned on a monthly basis and is recorded on the District's books as earned. Interest accrues on investments with maturities longer than one month. As of September 30, 2021, the District General Fund has earned interest from all investments in the amount of \$10,485.

Investments

Temporary investments balances are held by Texas Local Government Investment Pools (TexPool, Lone Star, and Texas Term/TexasDaily).

TexPool Prime is a public funds investment pool created by the Texas Treasury Safekeeping Trust Company (the Trust Company) to provide a safe, efficient, and liquid investment alternative for the placement of local government funds in authorized, short-term, fully-collateralized investment. TexPool Prime invests in U.S. Government securities, repurchase agreements collateralized by U. S.

LOCKHART INDEPENDENT SCHOOL DISTRICT
REPORT OF INVESTMENT ACTIVITY
For the period ending December 31, 2021

Government securities and AAA-rated no-load money market mutual funds, commercial paper and certificate of deposits. TexPool Prime is rated AAAM by Standard & Poor's, the highest rating a local government pool can achieve. The weighted average maturities may be authorized longer than one year provided legal limits are not exceeded.

The State, with the authority of the Texas Legislature, created the Texas Treasury Safekeeping Trust Company (the Trust Company). This is a special purpose trust company with direct access to the service of the Federal Reserve Bank to manage, disburse, transfer, safe-keep and invest public funds and securities more efficiently and economically. The Comptroller of Public Accounts is the sole officer, director and shareholder of the Trust Company. Federated Investors manage the daily operations of the pool under a contract with the State Comptroller. Federated Investors is the administrator for the TexPool program providing Participant Services and Marketing functions to TexPool participants. Federated Investors is also the investment manager and provides for accounting, custodial, and transfer agency services to TexPool. Interest is accrued daily and paid monthly.

Texas Daily/Term is a portfolio established by the Texas Term advisory board pursuant to the provisions of the Texas Term common investment contract. Texas Daily offers governmental entities such as Texas schools a convenient method of pooling funds for temporary investment. It operates as a money market fund and seeks to maintain a constant net asset value of \$1.00 per share, while offering liquidity and as high a level of current income as is consistent with the preservation of principal. The net income of Texas Daily is calculated daily and each month is reinvested in additional shares of the Daily Portfolio.

Investment Strategy by Fund

The strategy of the Maintenance and Operations Fund, Capital Projects, Payroll, and School Nutrition Fund is to closely match projected cash needs during the year through legal, authorized investments. Only investments authorized by Board Policy CDA (Legal) and CDA (Local) will be purchased. Investments should be purchased with the intent of holding until maturity. Liquidity and safety are predominant considerations with continued emphasis on yield, but not to the impairment of the other two objectives.

Debt Service Fund - All legal authorized investments should closely match projected cash needs during the year. Investment maturities may be authorized longer than one year provided legal limits are not exceeded. Only investments authorized by Board Policy CDA (legal) and CDA (local) will be purchased, with the objective of timing maturity with the dates that the districts' debt is due. Investments should be purchased with the

LOCKHART INDEPENDENT SCHOOL DISTRICT
REPORT OF INVESTMENT ACTIVITY
For the period ending December 31, 2021

intent of holding until maturity. The same comments affecting M&O investment operations are applicable to the Debt Service fund investments.

2014 Bond Proceeds - Bond funds are invested only as authorized by Board Policy CDA (legal) and CDA (local), with the objective of timing maturity with the District's bond draw schedule. While interest earned monthly is recorded on the District's books as earned interest, interest accrues on investments with maturity dates longer than one month. Investment maturities may be authorized longer than one year provided legal limits are not exceeded. Only investments authorized by Board Policy CDA (legal) and CDA (local) will be purchased.

Student Activity / Agency Funds - All legal authorized investments should closely match projected cash needs during the year. Investment maturities may be authorized longer than one year provided legal limits are not exceeded. Only investments authorized by Board Policy CDA (legal) and CDA (local) will be purchased.

Conclusion

Interest is credited on investments as earned on a monthly basis and is recorded on the District's books as earned. Therefore, the District's investment earnings will always reflect compounded interest earned in relation to capital invested, term of investment, and market conditions. The investment pools are in relatively short-term securities; consequently the risk to the District is minimal.

Compliance

We, the approved Investment Officers of Lockhart ISD, hereby certify that the above Investment Report represents the investment position of the district in compliance with the Board approved Investment Policy, the Public Funds Investment Act (Texas Government Code 2256), and Generally Accepted Accounting Principles (GAAP).

Respectfully submitted,



Nicole Dean, Chief Financial Officer

Michelle Wylie, Director of Finance

	First Lockhart National Bank	Texpool Prime	Texas Daily	Texas Term
<u>October-21</u>				
Average Monthly Return	0.25%	0.06%	0.02%	0.05%
Weighted Average Maturity	N/A	48	45	15
Annualized Expense Ratio	N/A	0.05%	0.06%	0.16%
Standard & Poor's Rating	N/A	AAAm	AAAm	AAAf
<u>November-21</u>				
Average Monthly Return	0.25%	0.07%	0.02%	0.02%
Weighted Average Maturity	N/A	45	43	14
Annualized Expense Ratio	N/A	0.05%	0.06%	0.14%
Standard & Poor's Rating	N/A	AAAm	AAAm	AAAf
<u>December-21</u>				
Average Monthly Return	0.25%	0.09%	N/A	N/A
Weighted Average Maturity	N/A	49	N/A	N/A
Annualized Expense Ratio	N/A	0.05%	N/A	N/A
Standard & Poor's Rating	N/A	AAAm	N/A	N/A

N/A = not applicable

n/av = not available at the time of report

Glossary:

AAAm= Extremely strong capacity to meet its financial commitments. Safety is excellent and has a superior capacity to maintain principal value and limit exposure to loss.

AAAf/S1+ = The fund's portfolio holdings provide extremely strong protection against losses from credit. The S1+ rating indicates that bond funds possess low sensitivity to changing market conditions. The level of risk is less than or equal to a portfolio of government securities maturing within 1-3 years.

AAAV-1+ = Funds with this rating are considered to have the lowest market risk (stable value). The rating is assigned to only money market funds or local government investment pools that should not experience loss of principal value to shareholders or participants even in severely adverse interest rate environments. (Rating by Fitch IBCA, a nationally recognized rating agency.)

Quarterly Investment Report
For Quarter Ended: December 31, 2021

Texpool	Balance on 12/31/2021	Balance on 09/30/2021	Net Change
Interest & Sinking Fund	\$ 4,025,345	\$ 999,579	\$ 3,025,766
General/Operating Fund	\$ 19,115,539	\$ 18,115,919	\$ 999,620
School Nutrition	\$ 1,912,654	\$ 1,099,615	\$ 813,040
C.D. Marshall JHS Scholarship	\$ 30,717	\$ 30,711	\$ 6
Burditt Scholarship Fund	\$ -	\$ -	\$ -
GF Hudnall Scholarship	\$ 15,574	\$ 15,571	\$ 3
J.M. Moore Scholarship	\$ 24,959	\$ 24,954	\$ 5
Latricia White Scholarship	\$ 14,098	\$ 14,095	\$ 3
Mary B. C. Sanders Scholarship	\$ 6,005	\$ 6,004	\$ 1
Hazelett Scholarship	\$ 655	\$ 655	\$ -
Canning Engineering Scholarship	\$ 24,581	\$ 24,576	\$ 4
Mohle Scholarship Fund	\$ 10	\$ 10	\$ -
Total Funds	\$ 25,170,137	\$ 20,331,690	\$ 4,838,447
Interest Rate	0.09%	0.07%	

Texas Term/Texas Daily	Balance on 12/31/2021	Balance on 09/30/2021	Net Change
Texas Term CD Program Top Ten	\$ 374	\$ 374	\$ 0
Texas Daily/Texas Term General Funds	\$ 284,058	\$ 284,046	\$ 12
Texas Daily School Nutrition Funds	\$ 6,669	\$ 6,669	\$ 0
Texas Daily/Texas Term Debt Svce	\$ 455,507	\$ 455,488	\$ 19
Total Funds	\$ 746,609	\$ 746,577	\$ 32
Interest Rate	0.02%	0.03%	

First Lockhart National Bank	Balance on 12/31/2021	Balance on 09/30/2021	Net Change
Interest & Sinking Fund	\$ 136,117	\$ 101,564	\$ 34,553
General/Operating Fund	\$ 3,616,648	\$ 2,688,802	\$ 927,845
Redemption Account	\$ 2,163	\$ 2,162	\$ 1
Payroll	\$ 922,350	\$ 1,076,891	\$ (154,541)
School Nutrition	\$ 285,510	\$ 595,327	\$ (309,816)
Fiduciary Funds	\$ 13,446	\$ 10,438	\$ 3,008
Top Ten Scholarship Funds	\$ 171,011	\$ 170,796	\$ 215
Roland Endowment Funds	\$ 20,487	\$ 20,474	\$ 13
Maintenance Proceeds	\$ 123	\$ 123	\$ 0
Total Funds	\$ 5,167,855	\$ 4,666,577	\$ 501,279
Interest Rate	0.25%	0.25%	

Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item

AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION

DEPARTMENT:

DISTRICT GOAL(S) ALIGNMENT:

1. Create a collaborative culture of contagious ambition.
2. Expect all staff to embrace growth opportunities.
3. Empower students to seize opportunities to achieve at high levels.

AGENDA TITLE:

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item

AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION

DEPARTMENT:

DISTRICT GOAL(S) ALIGNMENT:

1. Create a collaborative culture of contagious ambition.
2. Expect all staff to embrace growth opportunities.
3. Empower students to seize opportunities to achieve at high levels.

AGENDA TITLE:

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item

AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION

DEPARTMENT:

DISTRICT GOAL(S) ALIGNMENT:

1. Create a collaborative culture of contagious ambition.
2. Expect all staff to embrace growth opportunities.
3. Empower students to seize opportunities to achieve at high levels.

AGENDA TITLE:

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item

AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION

DEPARTMENT:

DISTRICT GOAL(S) ALIGNMENT:

1. Create a collaborative culture of contagious ambition.
2. Expect all staff to embrace growth opportunities.
3. Empower students to seize opportunities to achieve at high levels.

AGENDA TITLE:

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:



(LOCAL) Policy Comparison Packet

This packet is generated by an automated process that compares the updated policy to the district's current policy as found in TASB records.

In this packet, you will find:

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

Annotations are shown as follows.

- *Deletions* are shown in a red strike-through font: ~~deleted text~~.
- *Additions* are shown in a blue, bold font: **new text**.
- Blocks of text that have been *moved* without alteration are shown in green, with double underline and double strike-through formatting to distinguish the text's destination from its origin: ~~moved text~~ becomes moved text.
- *Revision bars* appear in the right margin, as above.

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

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

Contact:	School Districts and Education Service Centers	Community Colleges
	policy.service@tasb.org	colleges@tasb.org
	800.580.7529 512.467.0222	800.580.1488 512.467.3689

**Fiduciary
Responsibility**

The Superintendent, principal, and sponsor, as applicable, shall be responsible for the proper administration of District and campus activity funds and student activity funds in accordance with state law and local policy, District-~~approved~~ accounting practices and procedures, and the [Texas Education Agency \(TEA\) Financial Accountability System Resource Guide](#).

**Student Activity
Funds**

The Superintendent ~~or designee~~ shall ensure that student activity accounts are maintained to manage all class funds, ~~organization funds~~, and ~~any~~ other funds raised and collected by student clubs or organizations ~~from students~~ for a school-related purpose. The principal or designee shall issue receipts for all funds prior to their deposit into the appropriate District account at the District depository.

Student activity funds shall be included in the annual audit of the District's fiscal accounts. [See CFC]

Use and
Expenditure

Funds collected by student groups shall be used only for ~~activities aligned with the goals and~~ purposes authorized by ~~of~~ the student club or organization. ~~or upon approval of the sponsor~~. The ~~sponsor and~~ principal and sponsor ~~or designee~~ shall manage and approve all disbursements. All funds raised by student organizations must be expended for the benefit of the students.

**District and Campus
Activity Funds**

The Superintendent shall ~~ensure District accounting practices and procedures address~~ [establish regulations governing](#) the expenditure of District and campus activity funds generated from vending machines, rentals, gate receipts, concessions, and other local sources of revenue over which the District has direct control. Funds generated from such sources shall be expended for the benefit of the District or its students and shall be related to the District's educational purpose.

Approval

Approval from the immediate supervisor or designee shall be obtained prior to a disbursement being made to any employee, including the principal.

Carryover Funds

All funds shall be left in the appropriate account and each sponsoring group shall retain the carryover funds for the next fiscal year. If ~~a club or an~~ organization ceases to function or exist, the unexpended funds ~~of the organization~~ shall be credited to the appropriate administrative activity account.

Senior Class Funds

Any senior class having funds remaining in a class account at the end of its senior year, after all outstanding bills have been paid, shall make a recommendation to the principal as to the disbursement of these funds. If no recommendation is made prior to the last day of regular classes, the remaining funds shall be credited to the incoming senior class fund account. The outgoing senior class

shall no longer have proprietary interest in the funds after the last day of regular classes.

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

Coordinator The Superintendent shall designate a cybersecurity coordinator. The cybersecurity coordinator shall serve as the liaison between the District and the Texas Education Agency (TEA) in cybersecurity matters ~~and as required by law report to TEA breaches of system security.~~

Training The Board delegates to the Superintendent the authority to:

1. Determine the cybersecurity training program to be used in the District; ~~annually completed by each employee and Board member; and~~
2. Verify and report compliance with ~~staff~~ training requirements in accordance with guidance from the Department of Information Resources; ~~and~~
- ~~2.3.~~ Remove access to the District's computer systems and databases for noncompliance with training requirements as appropriate.

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

Security Breach Notifications Upon discovering or receiving notification of a breach of system security, the District shall disclose the breach to affected persons or entities in accordance with the time frames established by law. The District shall give notice by using one or more of the following methods:

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

The ~~District~~ ~~District's cybersecurity coordinator~~ shall disclose a breach involving sensitive, protected, or confidential student information ~~as required by TEA and parents in accordance with~~ law.

TERMINATION OF EMPLOYMENT
RESIGNATION

DFE
(LOCAL)

General Requirements

All resignations shall be submitted in writing to the Superintendent or other person designated by Board action in accordance with this policy ~~designee~~. The employee shall give reasonable notice and shall include in the letter a statement of the reasons for resigning. A prepaid certified or registered letter of resignation shall be considered submitted upon mailing.

At-Will Employees

The Superintendent ~~or designee~~ shall be authorized to accept the resignation of an at-will employee at any time. The Superintendent may delegate to other administrators the authority to accept a resignation of an at-will employee.

Contract Employees

The Superintendent or other person designated by Board action ~~designee~~ shall be authorized to receive a contract employee's resignation effective at the end of the school year or submitted after the last day of the school year and before the penalty-free resignation date. If an employee provides a resignation to a supervisor who has not been designated by the Board to accept resignations, the supervisor shall instruct the employee to submit the resignation to the Superintendent or other person designated by Board action. The resignation requires no further action by the District and is accepted upon receipt by the Superintendent or other person designated by Board action.

The Superintendent or other person designated by Board action shall be authorized to accept a contract employee's resignation submitted or effective at any other time. If an employee provides a resignation to a supervisor who has not been designated by the Board to accept resignations, the supervisor shall instruct the employee to submit the resignation to the Superintendent or other person designated by Board action. The Superintendent or other person designated by Board action ~~The Superintendent or other Board designee~~ shall either accept the resignation or submit the matter to the Board in order to pursue sanctions allowed by law.

Withdrawal of
Resignation

Once submitted and accepted, the resignation of a contract employee may not be withdrawn without consent of the Board.

**Principal
Qualifications**

In addition to the minimal certification requirement, ~~athe~~ principal shall have at least:

1. Working knowledge of curriculum and instruction;
2. The ability to evaluate instructional program and teaching effectiveness;
3. The ability to manage ~~budgets~~budget and personnel and to coordinate campus functions;
4. The ability to explain policy, procedures, and data;
5. Strong communications, public relations, and interpersonal skills;
- ~~6. Three years' experience as a classroom teacher;~~
- ~~7.6.~~ Prior experience in instructional leadership roles; and
1. Other qualifications deemed necessary by the Board and included in the job description.

School Counselors

In accordance with law, a school counselor shall spend 80 percent of the counselor's work time on duties that are components of a comprehensive school counseling program (CSCP). [See FFEA]

- ~~8.7.~~ If the Board approves a determination by the administration that due to District or campus staffing needs or other reasons a school counselor is prevented from spending 80 percent of the counselor's work time on duties that are components of a CSCP, the Board shall direct the Superintendent to develop a revised job description for the school counselor that addresses the percentage of the school counselor's time that shall be spent on duties related to the components of a CSCP and the duties the school counselor is expected to perform in the remaining work time. The Superintendent shall report to the Board regarding adjustments to a school counselor's duties under this provision. ▸

**Human Sexuality
Instruction**

The following process shall apply regarding the adoption of curriculum materials for the district's human sexuality instruction:

1. The Board shall adopt a resolution convening the District's school health advisory council (SHAC) to recommend curriculum materials for the instruction.
2. The SHAC shall hold at least two public meetings on the curriculum materials before adopting recommendations to present to the Board.
3. The SHAC recommendations must comply with the instructional content requirements in law, be suitable for the subject and grade level for which the materials are intended, and be reviewed by academic experts in the subject and grade level for which the materials are intended.
4. The SHAC shall present its recommendations to the Board at a public meeting.
5. After the Board ensures the recommendations from the SHAC meet the standards in law, the Board shall take action on the recommendations by a record vote at a public meeting.

Each student Accelerated/Compensatory Services

~~Students at all grade levels~~ who ~~has~~have been identified as being at risk of dropping out of school, who ~~is~~are not performing at grade level, or who did not perform satisfactorily on a state-mandated assessment; shall be provided accelerated and/or compensatory educational services.

Accelerated Instruction

The District shall provide accelerated instruction in accordance with law if a student fails to perform satisfactorily ~~based~~ on a state-mandated ~~needs~~ assessment. ~~The principal shall ensure that each identified student is receiving services.~~

Accelerated Learning Committee

When a student fails to perform satisfactorily on a math or reading state-mandated assessment in grades 3, 5, or 8, an accelerated learning committee shall develop a written educational plan in accordance with law. If a parent requests that the student be assigned to a particular teacher the following school year, the request shall be addressed in accordance with the District's administrative procedures.

A parent complaint about the content or implementation of the educational plan shall be filed in accordance with FNG.

~~The services provided each student shall be consistent with the goals and strategies established in the District and campus improvement plans and shall be reviewed for effectiveness at the close of each grading period. Parents shall be encouraged to participate in the planning of educational services for their child and shall be kept informed regarding the child's progress toward educational goals.~~

~~Parents of students who are not successful in meeting requirements for promotion shall be informed of any available options, such as an extended year program or summer school.~~

~~[See EIE]~~

Local Criteria

In addition to the criteria listed in law, a student who has five or more unexcused absences during the first nine weeks of the school term shall also be considered at-risk.

Curriculum Mastery

Promotion and course credit shall be based on mastery of the curriculum. Expectations and standards for promotion shall be established for each grade level, content area, and course and shall be coordinated with compensatory, intensive, and/or accelerated services. [See EHBC]- The District shall comply with applicable state and federal requirements when determining methods for students with disabilities [see FB] or students who are English language learners [see EHBE and EKBA] to demonstrate mastery of the curriculum.

Students Receiving
Special Education
Services

Any modified promotion standards for a student receiving special education services shall be determined by the student's admission, review, and dismissal (ARD) committee and documented in the student's individualized education program (IEP). [See EHBA series and EKB]

**Standards for
Mastery**

In addition to the factors in law that must be considered for promotion, mastery shall be determined as follows:

1. Course assignments and unit evaluation shall be used to determine student grades in a subject. An average of 70 or higher shall be considered a passing grade.
2. Mastery of the skills necessary for success at the next level shall be validated by assessments that may either be incorporated into unit or final exams or may be administered separately. Mastery of at least 70 percent of the objectives shall be required.

Grades 1–8

In grades 1–8, promotion to the next grade level shall be based on an overall average of 70 on a scale of 100 based on course-level, grade-level standards (essential knowledge and skills) for all subject areas and a grade of 70 or above in three of the following areas: language arts, mathematics, science, and social studies.

Grades 9–12

Grade-level advancement for students in grades 9–12 shall be earned by course credits. [See EI]

**Accelerated
Instruction**

~~If a student fails to demonstrate proficiency on a state-mandated assessment, the student shall be provided accelerated instruction in accordance with state law. Additionally, students in grades 5 and 8 shall be subject to all provisions of Grade Advancement Testing, below.~~

**Grade Advancement
Testing**

~~Except when a student will be assessed in reading or mathematics above his or her enrolled grade level, students in grades 5 and 8 must meet the passing standard on the applicable state-mandated assessments in reading and mathematics to be promoted to the~~

	<p>next grade level, in addition to the District's local standards for mastery and promotion.</p>
<p>Definition of "Parent"</p>	<p>For purposes of this policy and decisions related to grade advancement requirements, a student's "parent" shall be defined to include either of the student's parents or guardians; a person designated by the parent, by means of a power of attorney or an authorization agreement as provided in Chapter 34 of the Family Code, to have responsibility for the student in all school-related matters [see FD]; a surrogate parent acting on behalf of a student with a disability; a person designated by the parent or guardian to serve on the grade placement committee (GPC) for all purposes; or in the event that a parent, guardian, or designee cannot be located, a person designated by the Superintendent or designee to act on behalf of the student. [See EIE(LEGAL)]</p>
<p>Alternate Assessment Instrument</p>	<p>The Superintendent or designee shall select from the state-approved list, if available, for each applicable subject an alternate assessment instrument that may be used for the third testing opportunity. Each student's GPC shall decide whether he or she shall be given the statewide assessment instrument or the applicable alternate instrument for the third testing opportunity. The committee's decision shall be based on a review of the student's performance in the previous testing opportunities, local assessments, and any other circumstances it deems appropriate.</p>
<p>Standards for Promotion Upon Appeal</p>	<p>If a parent initiates an appeal of his or her child's retention following the student's failure to demonstrate proficiency after the third testing opportunity, the GPC shall review all facts and circumstances in accordance with law.</p> <p>The student shall not be promoted unless:</p> <ol style="list-style-type: none">1. All members of the GPC agree that the student is likely to perform on grade level if given additional accelerated instruction during the following school year in accordance with the educational plan developed by the GPC; and2. The student has completed required accelerated instruction in the subject area for which the student failed to demonstrate proficiency. <p>Whether the GPC decides to promote or to retain a student in this manner, the committee shall determine an accelerated instruction plan for the student for the following school year, providing for interim reports to the student's parent and opportunities for the parent to consult with the teacher or principal as needed. The principal or designee shall monitor the student's progress during the follow-</p>

~~ing school year to ensure that he or she is progressing in accordance with the plan.~~

~~Transfer Students~~

~~When a student transfers into the District having failed to demonstrate proficiency on applicable assessment instruments after two testing opportunities, a GPC shall convene for that student. The GPC shall review any available records of decisions regarding testing and accelerated instruction from the previous district and determine an accelerated instruction plan for the student.~~

~~If a parent initiates an appeal for promotion when a student transfers into the District having failed to demonstrate proficiency after three testing opportunities, the GPC shall review any available records of decisions regarding testing, accelerated instruction, retention, or promotion from the previous district and issue a decision in accordance with the District's standards for promotion.~~

Assignment of Retained Students

~~A student not promoted to the next grade level shall remain at the same campus or shall be assigned to a similar campus setting.~~

Reducing Student Retention

~~The District shall establish procedures designed to reduce retaining students at a grade level, with the ultimate goal being elimination of the practice of retaining students. [See EHBC]~~

Safe Schools Data

The Superintendent shall ensure that the District complies with Texas Education Agency (TEA) guidelines for the collection and maintenance of data regarding:

1. Mandatory expellable offenses committed at school or at a school-related or school-sponsored activity, on or off school property [see FOD]; and
2. Any student who becomes a victim of one of the following violent criminal offenses, as defined by the Penal Code, while on the premises of the school the student attends or while attending a school-sponsored or school-related activity, on or off school property:
 - a. Attempted murder;
 - b. Indecency with a child;
 - c. Aggravated kidnapping;
 - d. Aggravated assault on someone other than a District employee or volunteer;
 - e. Sexual assault or aggravated sexual assault against someone other than a District employee or volunteer;
 - f. Aggravated robbery; or
 - g. Continuous sexual abuse of a young child or [disabled individual children](#).

School Safety Transfers

The parent of a student who becomes a victim of a violent criminal offense as described in the state guidance for unsafe school choice options or who is assigned to a campus identified by TEA as persistently dangerous shall be offered a transfer to a safe public or charter school within the District.

For each transfer requested, the District shall explore transfer options, as appropriate. Options may include a transfer agreement with another school district.

From a Persistently Dangerous School

The parent of a student attending a school identified as persistently dangerous shall be provided notification of his or her right to request a transfer. Notification shall occur at least 14 days prior to the start of the school year or, for a student enrolling subsequently, upon the student's enrollment.

The parent must submit to the Superintendent an application for transfer. The Superintendent shall complete the transfer prior to the beginning of the school year, if applicable, or within 14 calendar days of the request for a subsequently enrolling student.

Any transfer arranged for a student from a campus identified by TEA as persistently dangerous shall be renewed so long as the campus from which the student transferred retains that designation.

The District shall maintain, in accordance with the District's record retention schedule, documentation of notification to parents of the transfer option, transfer applications submitted, and action taken.

For a Victim of a
Violent Criminal
Offense

Within 14 calendar days after a violent criminal offense described above occurs in or on the premises of the school the student attends or while attending a school-sponsored or school-related activity, on or off school property, the District shall notify the parent of a student who is a victim of the offense of the parent's right to request a transfer. The parent must submit to the Superintendent an application for transfer. The Superintendent shall approve or disapprove the request within 14 calendar days of its submission.

Any transfer arranged for a student who was a victim of a violent crime as described above shall be renewed so long as the threat to the student exists at the campus to which the student would typically be assigned.

For each offense, the District shall maintain for at least five years documentation of the nature and date of the offense, notification to the parent of the transfer option, transfer applications submitted, action taken, and other relevant information regarding the offense.

**Additional Transfer
Options**

In circumstances described by Education Code 25.0341, a parent of a student who has been the victim of a sexual assault, regardless of whether the offense occurred on or off school property, may request a transfer of the parent's child or the student assailant from the same campus.

[For other transfer provisions, see also FDA and FDB.]

Students in violation of the compulsory attendance law shall be reported to the District attendance officer, who may institute court action as provided by law.

Excused Absences

In addition to excused absences required by law, the District shall excuse absences for the following purposes. [A student shall be required to submit verification of these absences in accordance with administrative regulations.](#)

Higher Education Visits

The District shall excuse a student for up to two days during the student's junior year and up to two days during the student's senior year to visit an accredited institution of higher education. ~~A student shall be required to submit verification of such visits in accordance with administrative regulations.~~

Armed Services Enlistment

The District shall excuse a student 17 years of age or older for up to four days during his or her enrollment in high school for activities related to pursuing enlistment in a branch of the U.S. Armed Services or Texas National Guard. ~~A student shall be required to submit verification of such activities in accordance with administrative regulations.~~

Early Voting or Election Clerk

The District shall excuse a student for up to two days per school year to serve as an early voting or election clerk. ~~A student shall be required to submit verification of service in accordance with administrative regulations.~~

Learner or Driver's License

The District shall excuse a student 15 years of age or older for one day during his or her enrollment in high school for each of the following:

- Visiting a driver's license office to obtain a learner license; or
- Visiting a driver's license office to obtain a driver's license.

[For extracurricular activity absences, see FM.]

Withdrawal for Nonattendance

The District may initiate withdrawal of a student under the age of 19 for nonattendance under the following conditions:

1. The student has been absent ten consecutive school days; and
2. Repeated efforts by the attendance officer and/or principal to locate the student have been unsuccessful.

[For District-initiated withdrawal of students 19 or older, see FEA(LEGAL).]

Students Attending Homeschools

Students who are homeschooled are exempt from the compulsory attendance law to the same extent as students enrolled in other private schools.

ATTENDANCE
COMPULSORY ATTENDANCE

FEA
(LOCAL)

Adequate documentation of homeschooling for withdrawal shall consist of either a statement of withdrawal in accordance with FD(LOCAL) indicating the date homeschooling began, or a signed and dated letter from a parent or guardian indicating that his or her child is being homeschooled and the date the homeschooling began.

The District may request from a parent or guardian a letter of assurance that a child is being educated using a curriculum designed to meet basic education goals of reading, spelling, grammar, mathematics, and a study of good citizenship.

Enforcing
Compulsory
Attendance

If a parent or guardian refuses to submit a requested statement or letter, or if the District has evidence that a school-aged child is not being homeschooled within legal requirements, the District may investigate further and, if warranted, shall pursue legal action to enforce the compulsory attendance law.

This policy shall apply to a student who has not been in attendance for 90 percent of the days the class is offered.

Consideration of All Absences Considered

Except as otherwise provided by law, all absences incurred while enrolled in the District ~~All absences~~ shall be considered in determining whether a student has attended the required percentage of days under this policy.

Attendance Committees

The Board shall establish an attendance committee or as many committees as necessary for efficient implementation of Education Code 25.092.

The Superintendent ~~or designee~~ shall make the specific appointments in accordance with legal requirements.

Parental Notice of Excessive Absences

A student and the student's parent or guardian shall be given written notice prior to and at such time when a student's attendance in any class drops below 90 percent of the days the class is offered. When a student's attendance drops below 90 percent of the days the class is offered, the student, parent, or representative may request award of credit or a final grade by submitting a written petition to the appropriate attendance committee.

Petitions for credit or a final grade may be filed at any time the student receives notice but, in any event, no later than 30 days after the last day of classes.

The attendance committee shall review the student's entire attendance record and the reasons for absences and shall determine whether to award credit or a final grade. The attendance committee may also, whether a petition is filed or not, review the records of all students whose attendance drops below 90 percent of the days the class is offered.

~~A student~~ ~~Students~~ who ~~has~~~~have~~ lost credit or ~~has~~~~have~~ not received a final grade because of excessive absences may regain credit or be awarded a final grade by fulfilling the requirements established by the attendance committee.

Personal Illness

~~The~~ ~~When a student's absence for personal illness exceeds three consecutive days, the~~ principal or attendance committee may require ~~verification~~ ~~that the student present a statement~~ from a ~~physician or health-care provider in accordance with administrative regulations~~ ~~clinic verifying the illness or condition that caused the student's extended absence from school~~ as a condition of classifying ~~an~~ ~~the~~ absence for personal illness as one for which there are extenuating circumstances.

Best Interest Standard

In reaching consensus regarding ~~if a student's~~ ~~student has established a questionable pattern of~~ absences and how, the student

can be awarded credit ~~principal~~ or a final grade, the attendance committee shall attempt to ensure ~~may require~~ that its decision is in the best interest of the ~~a~~ student. The Superintendent shall develop administrative regulations to document the attendance committee's decision ~~present a physician's or clinic's statement of illness after a single day's absence as a condition of classifying the absence as one for which there are extenuating circumstances.~~

**Guidelines on
Extenuating
Circumstances**

The attendance committee shall consider whether a student has mastered the essential knowledge and skills and maintained passing grades in the course or subject. ~~adhere to the following guidelines to determine attendance for award of credit or a final grade:~~

~~When~~ Days of
Attendance

1. ~~If~~ makeup work is completed satisfactorily, the attendance committee shall consider extracurricular absences and other excused absences ~~as that are allowed under compulsory attendance requirements shall be considered~~ days of attendance for award of credit or a final grade. [See FEA] ~~(LEGAL) at EXCUSED ABSENCES FOR COMPULSORY ATTENDANCE DETERMINATIONS.]~~

Transfers / Migrant
Students

2. ~~A transfer or migrant student incurs absences only after his or her enrollment in the District.~~

Documentation

3. ~~The attendance committee shall consider the acceptability and authenticity of documented reasons for the student's absences.~~

Consideration of
Control

4. ~~The~~ committee shall consider whether the reasons for the absences were ~~for reasons~~ out of the ~~student's or parent's or student's~~ control and.

Student's Academic
Record

5.2. ~~The committee shall consider~~ whether documentation ~~for or not the absence is acceptable~~ student has completed assignments, mastered the essential knowledge and skills, and maintained passing grades in the course or subject.

Information from
Student or Parent

6.3. The student or parent shall be given an opportunity to present any information to the committee about the absences and to discuss ways to earn or regain credit or be awarded a final grade.

~~Best Interest
Standard~~

~~In reaching consensus regarding a student's absences, the committee shall attempt to ensure that its decision is in the best interest of the student. The Superintendent or designee shall develop administrative regulations addressing the committee's documentation of the decision.~~

**Imposing Conditions
for Awarding Credit
or a Final Grade**

The attendance committee shall consider the student's unique circumstances and, if necessary, shall ~~may~~ impose ~~any of the following~~ conditions for ~~awarding students with excessive absences to regain~~ credit or ~~be awarded~~ a final grade that permit the student to meet the instructional requirements of the class rather than assigning a student to attend a specified program for an amount of time equivalent to the student's absences. Conditions may include:

1. Maintaining attendance standards for the rest of the semester.
1. Completing additional assignments, as specified by the committee or teacher.
2. Attending tutorial sessions as scheduled, ~~which may include Saturday classes or before and after school programs.~~
2. Completing other instructional programs, as specified by the committee.
- ~~3. Maintaining the attendance standards for the rest of the semester.~~
- ~~4.3.~~ Taking an examination to earn credit. [See EHDB]
- ~~5. Attending a flexible school day program.~~
- ~~6. Attending summer school.~~

In all cases, the student must ~~also~~ earn a passing grade in order to receive credit.

Appeal Process

A parent or student may appeal the decision of the attendance committee in accordance with FNG(LOCAL).

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

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

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

Training

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

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

**Reporting Child
Abuse and Neglect**

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

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

The following individuals have an additional legal obligation to submit a written or oral report within 48 hours of learning of the facts giving rise to the suspicion of abuse or neglect:

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

A person is required to make a report if the person has **reasonable** cause to believe that an adult was a victim of abuse or neglect as a child and the person determines in good faith that disclosure of the information is necessary to protect the health and safety of another child or an elderly or disabled person.

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

Restrictions on Reporting

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

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

Making a Report

Reports may be made to any of the following:

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

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

An individual does not fulfill his or her responsibilities under the law by only reporting suspicion of abuse or neglect to a campus princi-

pal, school counselor, or another District staff member. Furthermore, the District is prohibited from requiring an employee to first report his or her suspicion to a District or campus administrator.

Confidentiality

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

Immunity

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

Failing to Report Suspected Child Abuse or Neglect

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

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

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

Responsibilities Regarding Investigations

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

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

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

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

Comprehensive System

The Superintendent shall develop and maintain a comprehensive system of student records and reports dealing with all facets of the school program operation and shall ensure through reasonable procedures that records are accessed by authorized persons only, as allowed by this policy. These data and records shall be stored in a safe and secure manner and shall be conveniently retrievable for use by authorized school officials.

Cumulative Record

A cumulative record shall be maintained for each student from entrance into District schools until withdrawal or graduation from the District.

This record shall move with the student from school to school and be maintained at the school where currently enrolled until graduation or withdrawal. Records for nonenrolled students shall be retained for the period of time required by law. No permanent records may be destroyed without explicit permission from the Superintendent. [See CPC]

Custodian of Records

The principal is custodian of all records for currently enrolled students. The chief financial officer is the custodian of records for students who have withdrawn or graduated. The student handbook made available to all students and parents shall contain a listing of the addresses of District schools, as well as the Superintendent's business address.

Types of Education Records

The record custodian shall be responsible for the education records of the District. These records may include:

1. Admissions data, personal and family data, including certification of date of birth.
2. Standardized test data, including intelligence, aptitude, interest, personality, and social adjustment ratings.
3. All achievement records, as determined by tests, recorded grades, and teacher evaluations.
4. All documentation regarding a student's testing history and any accelerated instruction he or she has received, including any documentation of discussion or action by [an accelerated learning](#)~~a-grade placement~~ committee convened for the student.
5. Health services record, including:
 - a. The results of any tuberculin tests required by the District.
 - b. The findings of screening or health appraisal programs the District conducts or provides. [See FFAA]

- c. Immunization records. [See FFAB]
6. Attendance records.
7. Student questionnaires.
8. Records of teacher, school counselor, or administrative conferences with the student or pertaining to the student.
9. Verified reports of serious or recurrent behavior patterns.
10. Copies of correspondence with parents and others concerned with the student.
11. Records transferred from other districts in which the student was enrolled.
12. Records pertaining to participation in extracurricular activities.
13. Information relating to student participation in special programs.
14. Records of fees assessed and paid.
15. Records pertaining to student and parent complaints.
16. Other records that may contribute to an understanding of the student.

Access by Parents

The District shall make a student's records available to the student's parents, as permitted by law. The records custodian or designee shall use reasonable procedures to verify the requester's identity before disclosing student records containing personally identifiable information.

Records may be reviewed in person during regular school hours without charge upon written request to the records custodian. For in-person viewing, the records custodian or designee shall be available to explain the record and to answer questions. The confidential nature of the student's records shall be maintained at all times, and records to be viewed shall be restricted to use only in the Superintendent's, principal's, or school counselor's office, or other restricted area designated by the records custodian. The original copy of the record or any document contained in the cumulative record shall not be removed from the school.

Copies of records are available at a per copy cost, payable in advance. Copies of records must be requested in writing. Parents may be denied copies of records if they fail to follow proper procedures or pay the copying charge. If the student qualifies for free or

reduced-price lunches and the parents are unable to view the records during regular school hours, upon written request of a parent, one copy of the record shall be provided at no charge.

A parent may continue to have access to his or her child's records under specific circumstances after the student has attained 18 years of age or is attending an institution of postsecondary education. [See FL(LEGAL)]

Access by School Officials

A school official shall be allowed access to student records if he or she has a legitimate educational interest in the records.

For the purposes of this policy, "school officials" shall include:

1. An employee, Board member, or agent of the District, including an attorney, a consultant, a contractor, a volunteer, a school resource officer, and any outside service provider used by the District to perform institutional services.
2. An employee of a cooperative of which the District is a member or of a facility with which the District contracts for placement of students with disabilities.
3. A contractor retained by a cooperative of which the District is a member or by a facility with which the District contracts for placement of students with disabilities.
4. A parent or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks.
5. A person appointed to serve on a team to support the District's safe and supportive school program.

All contractors provided with student records shall follow the same rules as employees concerning privacy of the records and shall return the records upon completion of the assignment.

A school official has a "legitimate educational interest" in a student's records when he or she is:

1. Working with the student;
2. Considering disciplinary or academic actions, the student's case, or an individualized education program for a student with disabilities;
3. Compiling statistical data;
4. Reviewing an education record to fulfill the official's professional responsibility; or

5. Investigating or evaluating programs.

**Transcripts and
Transfers of Records**

The District may request transcripts from previously attended schools for students transferring into District schools; however, the ultimate responsibility for obtaining transcripts from sending schools rests with the parent or student, if 18 or older.

For purposes of a student's enrollment or transfer, the District shall promptly forward in accordance with the timeline provided in law education records upon request to officials of other schools or school systems in which the student intends to enroll or enrolls. [See FD(LEGAL), Required Documentation] The District may return an education record to the school identified as the source of the record.

**Records
Responsibility for
Students in Special
Education**

The director of special services shall be responsible for ensuring the confidentiality of any personally identifiable information in records of students in special education.

A current listing of names and positions of persons who have access to records of students in special education is maintained at the office of the director of special services.

**Procedure to Amend
Records**

Within 15 District business days of the record custodian's receipt of a request to amend records, the District shall notify the parents in writing of its decision on the request and, if the request is denied, of their right to a hearing. If a hearing is requested, it shall be held within ten District business days after the request is received.

Parents shall be notified in advance of the date, time, and place of the hearing. An administrator who is not responsible for the contested records and who does not have a direct interest in the outcome of the hearing shall conduct the hearing. The parents shall be given a full and fair opportunity to present evidence and, at their own expense, may be assisted or represented at the hearing.

The parents shall be notified of the decision in writing within ten District business days of the hearing. The decision shall be based solely on the evidence presented at the hearing and shall include a summary of the evidence and reasons for the decision. If the decision is to deny the request, the parents shall be informed that they have 30 District business days within which to exercise their right to place in the record a statement commenting on the contested information and/or stating any reason for disagreeing with the District's decision.

**Directory
Information**

Directory information for District students has been classified into two separate categories:

1. Items for use only for school-endorsed purposes; and
2. Items for all other purposes.

School-Endorsed
Purposes

For ~~the following~~ school-endorsed purposes, directory information shall include student name; address; telephone listing; electronic mail address; photograph; date and place of birth; major field of study; degrees, honors, and awards received; dates of attendance; grade level; most recent educational institution attended; participation in officially recognized activities and sports; weight and height of members of athletic teams; and enrollment status.

All Other Purposes

For all other purposes, directory information shall include student name and address.

Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item

AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION

DEPARTMENT:

DISTRICT GOAL(S) ALIGNMENT:

1. Create a collaborative culture of contagious ambition.
2. Expect all staff to embrace growth opportunities.
3. Empower students to seize opportunities to achieve at high levels.

AGENDA TITLE:

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item

AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION

DEPARTMENT:

DISTRICT GOAL(S) ALIGNMENT:

1. Create a collaborative culture of contagious ambition.
2. Expect all staff to embrace growth opportunities.
3. Empower students to seize opportunities to achieve at high levels.

AGENDA TITLE:

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item

AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION

DEPARTMENT:

DISTRICT GOAL(S) ALIGNMENT:

1. Create a collaborative culture of contagious ambition.
2. Expect all staff to embrace growth opportunities.
3. Empower students to seize opportunities to achieve at high levels.

AGENDA TITLE:

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item

AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION

DEPARTMENT:

DISTRICT GOAL(S) ALIGNMENT:

1. Create a collaborative culture of contagious ambition.
2. Expect all staff to embrace growth opportunities.
3. Empower students to seize opportunities to achieve at high levels.

AGENDA TITLE:

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item

AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION

DEPARTMENT:

DISTRICT GOAL(S) ALIGNMENT:

1. Create a collaborative culture of contagious ambition.
2. Expect all staff to embrace growth opportunities.
3. Empower students to seize opportunities to achieve at high levels.

AGENDA TITLE:

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item

AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION

DEPARTMENT:

DISTRICT GOAL(S) ALIGNMENT:

1. Create a collaborative culture of contagious ambition.
2. Expect all staff to embrace growth opportunities.
3. Empower students to seize opportunities to achieve at high levels.

AGENDA TITLE:

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item

AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION

DEPARTMENT:

DISTRICT GOAL(S) ALIGNMENT:

1. Create a collaborative culture of contagious ambition.
2. Expect all staff to embrace growth opportunities.
3. Empower students to seize opportunities to achieve at high levels.

AGENDA TITLE:

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

**THE BOARD OF TRUSTEES OF THE
LOCKHART INDEPENDENT SCHOOL DISTRICT**

Board Resolution for Creation of Pandemic Leave Allotment

WHEREAS, the Coronavirus (COVID-19) pandemic continues to affect school operations as it spreads across Texas and the world; and

WHEREAS, through circumstances beyond their control, certain District employees may be forced to miss workdays due to illness or required isolation after contracting the COVID-19 virus; and

WHEREAS, the Board recognizes that the unique circumstances created by the COVID-19 pandemic may place an unexpected financial burden on employees; and

WHEREAS, the Board recognizes that even individuals who are fully vaccinated against COVID-19 may contract the virus and be absent from duty;

WHEREAS, some District employees have already exhausted their local leave or used state personal leave days prior to adoption of this Resolution, thereby necessitating a retroactive application of this Resolution;

WHEREAS, the Board finds a public purpose will be served by granting five (5) days of additional local paid leave to those employees who miss work due to their own COVID-19 illness, the COVID-19 illness of their minor child, awaiting test results, or if the employee is unable to work due to the employees' child's daycare or school closure, by demonstrating support of its employees, enhancing employee morale, supporting the retention of employees, and protecting the health of employees.

Now therefore it be resolved by the Board that:

1. The findings and recitals outlined above are found to be true and correct and are hereby approved and adopted; and
2. The Board finds that a public purpose and a benefit to the Lockhart ISD exists to compensate District employees for up to five (5) additional workdays missed due to:
 - a. The employee contracting COVID-19;
 - b. The employee's minor child contracting COVID-19 which necessitates the employee missing work to care for the child or seek medical treatment or testing; or,
 - c. The employee is awaiting COVID-19 test results, without which the employee may not return to duty,
 - d. The employee is unable to work due to their child's daycare or school closure.
3. The Board finds that this expenditure is necessary and appropriate in the conduct of the public schools as provided by Texas Education Code § 45.105(c); and

4. In order to qualify for receipt of this local leave, an employee must present documentation showing that:
 - a. the employee has tested positive for COVID-19;
 - b. the employee's minor child has tested positive for COVID-19 which necessitates the employee missing work to care for the child or seek medical treatment or testing; or
 - c. the employee is awaiting COVID-19 test results, without which the employee may not return to duty,
 - d. the employees' child's daycare or school closure.
5. The Board finds that for those employees who exhausted their local leave or used state personal leave days due to COVID-19 related absences, this Resolution may be applied retroactively, but no earlier than the first day of the 2021-2022 school year;
6. The Board hereby suspends the operation of Board Policies DEA (Local) and DEC (Local) only to the extent necessary to affect the purposes of this Resolution; and
7. The Board makes this local leave available for use for any qualifying individual, effective July 1, 2021.
8. The Board hereby authorizes the Superintendent to take whatever steps reasonably necessary to fulfill the purposes of this Resolution, including the creation of additional requirements or procedures for an employee to request this leave and making determinations regarding employee eligibility for this leave.

Adopted by the vote of the majority of members of the Board of Trustees of the Lockhart ISD present and voting at an open meeting of the Board on the ____ day of January 2022, at which a quorum was present:

BY: _____
Michael Wright, Board President

BY: _____
Tom Guyton, Board Secretary