

**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, July 24, 2023 – 6:30 PM**

Notice is hereby given that on July 24, 2023, 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. Recognition
  - A. Introduction of the Bluebonnet Elementary Principal
  - B. Introduction of the Lockhart High School Principal
5. PUBLIC HEARING
  - A. Public Hearing for Optional Flexible School Day Program (OFSDP) for Pride High School for the 2023-2024 School Year 4
6. Public Comments
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. Plan for Superintendent's Mid-Year Evaluation
    2. Consultation with legal counsel regarding appraised value limitation. Tex. Gov't Code, Sections 551.071 and 551.087.
8. Business: Consent Agenda
  - A. Approval of Minutes:
    1. June 26, 2023 6
  - B. Approve Request for Advanced Class Waivers for Extracurricular Participation 12
  - C. Approve Administrators for the List of Certified T-TESS Appraisers for the 2023-2024 School Year 14
  - D. Approve T-TESS Appraisal Calendar 17
  - E. Approve List of Vendor Purchases in Excess of \$100,000 for the 2023-2024 School Year 22
  - F. Approve Renewal of Tutoring Contracts for School Year 2023-24 25
  - G. Approve the Property & Casualty Bid 27
  - H. Approve Optional Flexible School Day Program (OFSDP) for Pride High School for the 2023-2024 School Year 29
  - I. Approve Budget Amendments 43
  - J. Approve Rejection of IT Leasing RFP 46
  - K. Review Quarterly Investments Report 48

L. Review Tax Collection Report	55
9. COMMUNICATION	
A. Review Local Policy Update 121: CCGB(LOCAL): AD VALOREM TAXES - ECONOMIC DEVELOPMENT; CFB(LOCAL): ACCOUNTING -INVENTORIES; CKE(LOCAL): SAFETY PROGRAM/RISK MANAGEMENT - SECURITY PERSONNEL; CKEC(LOCAL): SECURITY PERSONNEL - SCHOOL RESOURCE OFFICERS; CLB(LOCAL): BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT - MAINTENANCE; CO(LOCAL): FOOD AND NUTRITION MANAGEMENT; COA(LOCAL): FOOD AND NUTRITION MANAGEMENT - PROCUREMENT; COB(LOCAL): FOOD AND NUTRITION MANAGEMENT - FREE AND REDUCED-PRICE MEALS; CRF(LOCAL): INSURANCE AND ANNUITIES MANAGEMENT - UNEMPLOYMENT INSURANCE; CVA(LOCAL): FACILITIES CONSTRUCTION - COMPETITIVE BIDDING; CVB(LOCAL): FACILITIES CONSTRUCTION - COMPETITIVE SEALED PROPOSALS; DEA(LOCAL): COMPENSATION AND BENEFITS - COMPENSATION PLAN; FD(LOCAL): ADMISSIONS; FFI(LOCAL): STUDENT WELFARE - FREEDOM FROM BULLYING	58
10. COMMUNICATION/ACTION	
A. Consider and/or Approve Lockhart ISD 2023-2024 Student Code of Conduct	85
B. Consider and/or Approve Agreement Between Lockhart ISD and Communities In Schools of Central Texas, 2023-2024 and Possible Expansion	133
C. Consider and/or Approve Request for Qualification (RFQ) for Energy Conservation Services	140
D. Consideration and possible action to ratify Board decision to amend pay rate for work outside of school hours for special education staff	142
E. Consider and/or Approve Memorandum of Understanding Between the City of Lockhart and Lockhart ISD for the 2023-2024 School Year for School Resource Officers	144
F. Consider and/or Approve the Purchase of Food Service Equipment Bid	161
G. Consider and/or Approve Bid for Projectors for the Classroom with an Alternate for Interactive Panels	
H. Consider and/or Approve 2023 Nomination for Position on the Texas Association of School Boards, Region 13, Position B	163
11. BOARD AND STAFF COMMENTS - ITEMS OF COMMUNITY INTEREST*	
12. BENEDICTION	
13. 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 July 20, 2023, 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.




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Superintendent

# Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item:

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AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION:

DEPARTMENT:

## DISTRICT GOAL(S) ALIGNMENT:

1. Create innovative opportunities for ALL students to prepare for success beyond graduation.
2. Every campus will have an A rating by 2028 through exemplary teaching and student-centered learning.
3. Cultivate an environment where our employees choose Lockhart Independent School District.

AGENDA TITLE:

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BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

# Minutes of Regular Meeting

## The Board of Trustees Lockhart Independent School District

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A Regular meeting of the Board of Trustees of Lockhart Independent School District was held Monday, June 26, 2023, 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 Rebecca Pulliam, Dr. Barbara Sanchez, Tom Guyton, Sam Lockhart, and Rene Rayos. Warren Burnett was absent.
2. Pledge of Allegiance
3. Invocation was given by Trustee Guyton
4. PUBLIC MEETING
  - A. Public Meeting for 2023-2024 Budget and Proposed Tax Rate

None.

5. Recognitions
  - A. Lockhart High School Roaring Band

### 6. Public Comment

Ms. Gabrielle Brummet voiced her concern regarding the zoning and transfer process.

### 7. COMMUNICATION/ACTION:

- A. Consider and/or Approve 2023-2028 Lockhart ISD Collaborative Vision

**Trustee Sanchez made the motion that the Board approve the 2023-2028 Lockhart ISD Collaborative Vision as presented. Trustee Rayos seconded the motion. The motion carried, 6-0.**

- B. Consider and/or Approve Schematic Design for New Elementary School #6

**Trustee Sanchez made the motion that the Board approve the Schematic Design of the New Elementary School #6. Trustee Pulliam seconded the motion. The motion carried, 6-0.**

- C. Consider and/or Approve Schematic Design for High School Additions and Renovations

**Trustee Rayos made the motion that the Board approve the Schematic Design of the Lockhart High School Additions and Renovations. Trustee Guyton seconded the motion. The motion carried, 6-0.**

**8. 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); and Texas Government Code Section 551.076 (Deliberation regarding implementation of security personnel or devices) specifically to discuss:

**1. Superintendent's Performance Review**

**The Board of Trustees on Monday, June 26, 2023 convened at 8:00 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 551.072 (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). The Board ended its closed session at 8:39 PM on Monday, June 26, 2023. No votes, decisions, or actions were taken while in closed session.**

**9. Business: Consent Agenda**

**A. Approve Minutes**

**1. May 15, 2023**

**2. June 5, 2023**

**B. Approve Resolution Classifying Funds as Committed for 2022-2023 Financial Statements**

**C. Approve Final Amended Budget for 2022-2023**

**D. Approve 2023-2024 ESC-13 Commitment Forms**

**E. Approve Renewal of SPED Contracted Services Contracts**

**F. Approve Resolution Extending Depository Contract for Funds with First Lockhart National Bank**

**G. Review Request for Advanced Class Waivers for Extracurricular Participation**

**H. Review Cash Investment Report**

**I. Review Tax Collection Report**

**Trustee Sanchez made the motion to approve the business consent agenda as presented. Trustee Rayos seconded the motion. The motion carried, 6-0.**

10. COMMUNICATION:

A. School Health Advisory Committee Report

This presentation was given by the Health Services and Wellness Coordinator, Shelly Weber. No action was taken.

B. District Improvement Plan and Campus Improvement Plans Final Update for the 2022-2023 School Year

This presentation was given by the Deputy Superintendent, Dr. Stephaine Camarillo. No action was taken.

C. Review Agreement Between Lockhart ISD and Communities In Schools of Central Texas, 2023-2024 and Possible Expansion

This presentation was given by the Deputy Superintendent, Dr. Stephaine Camarillo. No action was taken.

D. Renewal of Tutoring Contracts for School Year 2023-24

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

E. Review List of Vendor Purchases in Excess of \$100,000 for the 2023-2024 School Year

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

F. Review the Foodservice Equipment Bid

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

G. Review the Property & Casualty Bid

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

H. Review Bid for Projectors in the Classroom

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

I. Review Bid for Technology Lease

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

11. COMMUNICATION/ACTION:

A. Consideration and possible action regarding 2023-2024 Employee Compensation Plan and options related to possible passage of Voter Approved Tax Ratification Election (VATRE) in November 2023

**Trustee Sanchez made the motion that the Board approve the 2023-2024 Employee Compensation Plan Part 1 and conditionally approve the 2023-2024 Employee Compensation Plan Part 2 upon the calling for a Voter Approved Tax Ratification Election (VATRE) in November 2023 and the passage thereof, with a Teacher Raise as presented under Option 1 and the paygrade adjustments to the minimum, midpoint, and maximum pay rates as presented for the Administrative/ Professional pay scale, the clerical/paraprofessional pay scale, and the auxiliary pay scale and with a 3% raise of the new midpoint for the administrative/professional pay scale and with a 3% raise of the new midpoint for the clerical/ paraprofessional and auxiliary pay scales. Trustee Guyton seconded. The motion carried, 6-0.**

B. Consider and/or Approve 2023-2024 Budgets for Maintenance and Operation Fund, Debt Service Fund and School Nutrition Fund

**Trustee Guyton made the motion that the Board approve the 2023-2024 Budgets totaling \$76,646,968 for the Maintenance and Operation Fund, Debt Service Fund and School Nutrition Fund be approved as presented. Trustee Pulliam seconded. The motion carried, 6-0.**

C. Consider Approval for Engagement of Independent Auditors to Perform an Efficiency Audit

**Trustee Sanchez made the motion that the Board to approve the engagement with Pattillo, Brown and Hill, LLP for the completion of an Efficiency Audit of the District as required to conduct a Voter-Approval Tax Rate Election. Trustee Rayos seconded. The motion carried, 6-0.**

D. Consider and/or Approve the TEA Low Attendance Waiver

**Trustee Sanchez made the motion that the Board approve the TEA Low Attendance Waiver as presented. Trustee Lockhart seconded. The motion carried, 6-0.**

E. Consider and/or Approve Delegate and Alternate for Texas Association of School Boards (TASB) 2023 Convention Delegate Assembly

**Trustee Sanchez made the motion that the Board designate Sam Lockhart as this years' Delegate and Dr. Barbra Sanchez as the Alternate Delegate to attend the annual TASA/TASB Delegate Assembly at this year's TASA/TASB Convention in September. Trustee Guyton seconded. The motion carried, 6-0.**

F. Consideration and possible action to adopt Board Resolution in Support of Juniper Springs Housing Development

**Trustee Sanchez made the motion that the Board adopt the Board Resolution in Support of the Juniper Springs Housing Development and attach a copy to the minutes of this meeting. Trustee Guyton seconded. The motion carried, 6-0.**

12. BOARD AND STAFF COMMENTS - ITEMS OF COMMUNITY INTEREST\*
13. BENEDICTION was given by Trustee Guyton
14. ADJOURNMENT was at 10:18 p.m. by Board President Michael Wright

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Michael Wright, Board President

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Tom Guyton, Board Secretary

**LOCKHART ISD BOARD RESOLUTION  
IN SUPPORT OF THE  
JUNIPER SPRINGS HOUSING DEVELOPMENT**

WHEREAS, the Lockhart Independent School District (“Lockhart ISD” or “the District”) committed to providing exceptional educational opportunities for its students;

WHEREAS, the community of Lockhart, Texas is thriving, and the population continues to grow;

WHEREAS, the need for housing for District staff and students also continues to increase;

WHEREAS, the Juniper Springs Housing Development will create additional housing options for District staff and student and their families;

WHEREAS, a portion of the property of the Juniper Springs Housing Development will be dedicated to building an elementary school campus at a competitive rate; and,

WHEREAS, additional homes in the District will increase the tax base from which the District draws a portion of its income and funds District operations.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Lockhart Independent School District voices its full support for the Juniper Springs Housing Development for the aforementioned reasons at an open meeting held on the 26 day of June 2023, by a vote of 6 “for,” 0 “against,” and 0 abstaining.

Adopted this 26 day of June 2023, by the Lockhart Independent School District Board of Trustees.

Signed:

Attest:

  
\_\_\_\_\_  
Michael Wright, President

  
\_\_\_\_\_  
Tom Guyton, Secretary

# Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item:

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AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION:

DEPARTMENT:

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1. Create innovative opportunities for ALL students to prepare for success beyond graduation.
2. Every campus will have an A rating by 2028 through exemplary teaching and student-centered learning.
3. Cultivate an environment where our employees choose Lockhart Independent School District.

AGENDA TITLE:

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BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

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## **T-TESS Appraisers for 2023-2024**

Cynthia Vasquez

Daniel Martinez

Lucia Ramos

Juan Orozco

Karen Nixon

Cristina Vazquez

Mandy Grant

Amanda Soliz

Michael Garcia

Monica Saldivar

Benjamin Grijalva

Joanna Villareal

Adam Miller

Isabel Aguilar

Rebecca Leonard

Jillian Powell

Emily Marshall

Kati Harber

Jamee Griebel

Jasmyn Corley

Ethan Peters

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## 2023-2024 T-TESS Evaluation Process

Teachers Do	Administrators Do
<p><b>Goals and Self Assessment</b></p> <ul style="list-style-type: none"> <li>● T-TESS Self Assessment and Goal Setting form               <ul style="list-style-type: none"> <li>○ Self Assessment</li> <li>○ 2 Professional Goals</li> </ul> </li> <li>● Click Submit to Appraiser when complete</li> <li>● Attend the Goal Setting and Professional Development meeting</li> </ul>	<ul style="list-style-type: none"> <li>● Must have Goal Setting and Professional Development conference by <b>Oct 20, 2023</b></li> <li>● GSPD meeting to review the T-TESS Self Assessment and Goal Setting form</li> </ul>
<p><b>Collect Evidence</b></p> <ul style="list-style-type: none"> <li>● Teacher starts collecting evidence               <ul style="list-style-type: none"> <li>○ Upload to Strive</li> </ul> </li> </ul> <p><a href="#">How to Document for uploading evidence into Strive</a></p>	<p><b>Walkthroughs</b></p> <ul style="list-style-type: none"> <li>● Complete walkthroughs on teachers using the T-TESS Walkthrough 23-24 form</li> <li>● At least 1 for each teacher</li> <li>● Last day for T-TESS walkthroughs is <b>May 6, 2024</b></li> </ul>
<p><b>Formal Observation</b></p> <ul style="list-style-type: none"> <li>● Attend pre conference prior to formal observation</li> <li>● Complete Lesson Self Reflection form after the formal observation; submit to appraiser within 48 hours</li> <li>● Attend a post conference with appraiser</li> <li>● Electronically sign the T-TESS Observation document**</li> </ul>	<ul style="list-style-type: none"> <li>● Conduct a pre-conference meeting and complete the T-TESS Pre Conference form prior to the formal observation. Once done click on Let Staff View at the top.</li> <li>● Conduct a formal observation and complete the T-TESS Observation form.</li> <li>● Once done with the form, click on Let Staff View at the top.</li> <li>● Conduct a post conference with teacher</li> <li>● Appraiser and appraisee must electronically sign the T-TESS Observation form after the post conference**</li> <li>● Must complete by <b>May 6, 2024</b></li> </ul>
<p><b>End of Year Conference/Summative</b></p> <ul style="list-style-type: none"> <li>● Complete the T-TESS EOY Goals Reflection Form; submit to appraiser</li> <li>● Attend EOY conference</li> <li>● Electronically sign the summative form**</li> </ul>	<ul style="list-style-type: none"> <li>● Complete the T-TESS Summative               <ul style="list-style-type: none"> <li>○ Review data and evidence for Domain IV in addition to scores for Domains I, II, III.</li> </ul> </li> <li>● Appraiser and appraisee must electronically sign this document**</li> <li>● End of Year conference to be completed by <b>May 6, 2024</b></li> <li>● Summative forms completed by <b>May 20, 2024</b></li> </ul>

\*\*Please see the next page about how to electronically sign a document in eduphoria. It is required that both the appraiser and appraisee have set their security question and answer. Failure to do so for EITHER the appraiser or appraisee will result in eduphoria not allowing the electronic signature to proceed. See the video below for how to update the security question and answer.

## Electronic Signatures

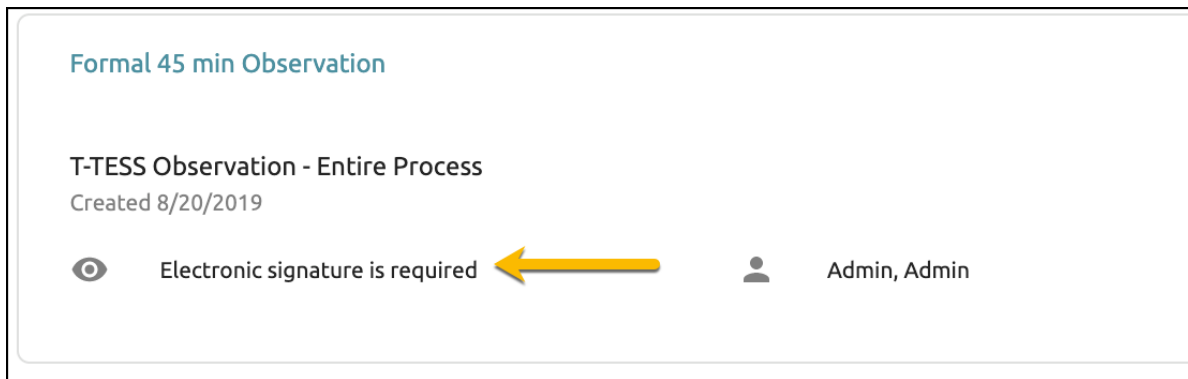
[Video on electronically signing a document in eduphoria](#)

### Illustrated Guide:

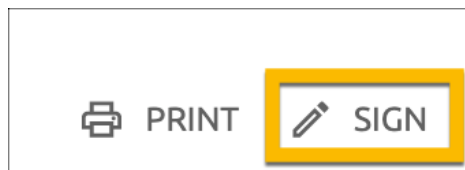
**Step 1:** Select **My Evaluation Process** on the left navigation panel to access your evaluation tasks.

**Step 2:** From the list of tasks (Observation, Walkthrough, Evaluation, etc.), select the **drop-down arrow** on the right to open the container related to the type of documentation you want to access.

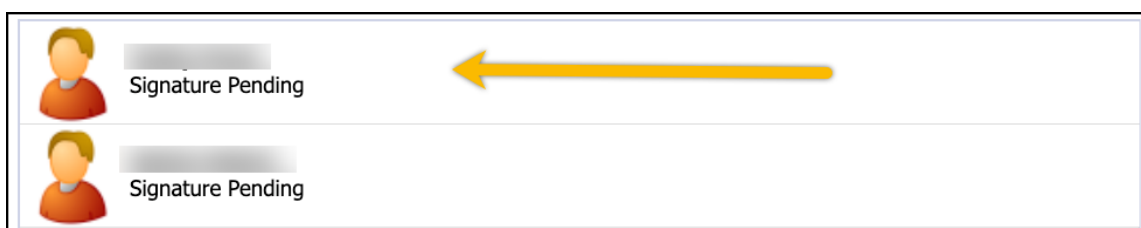
**Step 3:** Select the name of the document(s) listed that display the message "Electronic signature is required" to view document contents and access the **Sign** button.



**Step 4:** Select the **Sign** button at the top of the document after you have read through the document contents. **REMINDER!! Security question and answer MUST be up to date for BOTH appraiser and appraisee.**



**Step 5:** In the display of signatures needed, select your name.



**Step 6:** Enter your Eduphoria account login credentials and answer the security question you provided in your account Profile.

**Step 7:** Select the **Electronically Sign Document** button with your cursor. Do not use the enter key.

Signature for [redacted]

**Eduphoria UserName:**

**Eduphoria Password:**

**In what town was your first job?**

# Lockhart Independent School District Board of Trustees

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Agenda Item:

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BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

**2023-2024 List of Vendor Purchases over \$100,000**

<b>Vendor:</b>	<b>Est. amount</b>	<b>Description of goods/services</b>
ESC, REGION 13	\$ 150,000	Professional development and services
TEXAS FLEET FUEL	\$ 450,000	Fuel for buses and other district vehicles
LABATT FOOD SERVICE	\$ 2,100,000	Food for Nutrition Department – Using Region 10 Purchasing Cooperative
OAK FARMS	\$ 600,000	Milk for Nutrition Department – Using Region 10 Purchasing Cooperative
<b>Total</b>	<b>\$ 3,300,000</b>	

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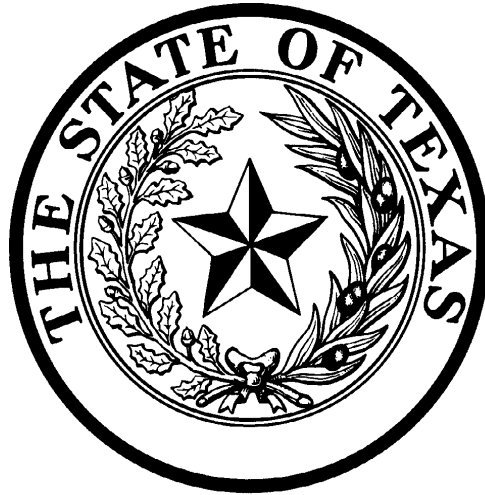
BACKGROUND INFORMATION:

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# Texas Education Agency



## APPLICATION

Updated April 2022

## Optional Flexible School Day Program (OFSDP)

23-24 School Year

**ELIGIBLE APPLICANTS:** The Texas Education Agency (TEA) will make available to eligible school districts and open-enrollment charter schools an application form that must be completed and submitted annually to the TEA for approval.

## Definition of Program Provisions

### Eligible Students

A student in any grade level is eligible to participate in an OFSDP authorized under the [TEC, §29.0822](#), if the student is:

- at risk of dropping out of school, as defined by the [TEC, §29.081](#),
- attending a campus implementing an approved innovative campus plan,
- attending a TEA-designated ECHS as defined by the [TEC, §29.908](#), P-TECH, or ICIA,
- attending a community-based dropout recovery education program, as defined by the [TEC, §29.081\(e-1\) or \(e-2\)](#), or
- not meeting attendance requirements under the [TEC, §25.092](#), resulting in denied credit for one or more classes in which the student has been enrolled.

**AND**

There must be an agreement in writing to the student's participation:

- by the student, if the student is over 18 years of age; or
- by the student and the student's parent or person standing in parental relation to the student, if the student is less than 18 years of age and not emancipated by marriage or court order.

### Assessment

The student must take the required state assessments specified under the [TEC, §39.023](#), during the regularly scheduled assessment calendar.

### Participation in University Interscholastic League (UIL)

A student enrolled in an OFSDP under the [TEC, §29.0822](#), may participate in a competition or other activity sanctioned or conducted under the authority of the University Interscholastic League (UIL) only if he or she meets all UIL eligibility criteria.

### Attendance Credit

A student attending an OFSDP under the TEC, §29.0822, may be counted in average daily attendance (ADA) for purposes of funding under the TEC, Chapters 46, 48, and 49, only for the actual number of contact hours the student receives, not to exceed 720 hours or 43,200 minutes per 12-month period. **Students enrolled in the traditional program for part of the year and the OFSDP program for part of the year may not earn more than one ADA.**

### Board Approval

The board of trustees of a school district must include the OFSDP as an item on a regular agenda for a board meeting. Board of trustees of a school district must discuss the progress of the program before approving the program and applying to operate an OFSDP (see Appendix Two).

## **Continuation or Revocation of Program Authorization**

Applications are approved for a period of one (1) school year. Continuation of the approval for the OFSDP will be contingent on the demonstrated success of the program. Determination of success will include a review and analysis of data provided in the mandatory final progress report(s). The commissioner of education may revoke authorization for participation in the OFSDP after consideration of relevant factors, including performance of students participating in the program on assessment instruments required under the TEC, Chapter 39; the percentage of students participating in the program who graduate from high school; and other criteria agreed to in the application and adopted by the commissioner of education. A decision to revoke approval of the program by the commissioner of education is final and may not be appealed.

## **Reporting Requirements**

Following approval of the application, the applicant may be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. When requested, reports will require applicants to disclose the overall progress of the students in the program, the number of students enrolled in the program (disaggregated by ethnicity, age, gender, and socioeconomic status), the number of students graduating from high school (disaggregated by ethnicity, age, gender, and socioeconomic status), and additional criteria selected by the applicant and agreed to by the commissioner. The TEA will provide notice to applicants and additional instructions for completion of reports at least 45 days before the date a report is due, or as soon as possible, in order to give school districts and charter schools adequate time to prepare and submit the reports to the TEA. The TEA may request additional reports as necessary to monitor and assess progress of students participating in the program.

## Provisions of Agreement

### Article I – Parties to Agreement

This agreement is entered into by and between the Texas Education Agency, an agency of the State of Texas, hereinafter referred to as the “TEA,” and

Pride High School

\_\_\_\_\_  
(Legal Name of School District or Open-Enrollment Charter School)

located at

500 N Pecos St, Lockhart, TX 78644

\_\_\_\_\_  
(Physical Address)

hereinafter referred to as “district.”

### Article II – Period of Agreement

The period of the agreement, as detailed by participating campus in **Appendix 5**, is for a maximum of one (1) school year plus an additional thirty (30) school days if the district is applying for credit recovery. **Note that the agreement term is subject to annual renewal.**

### Article III – Purpose of Agreement

The district must perform all the functions and duties set out in the agreement, the authorizing program statute, and applicable regulations.

### Article IV – Reporting Requirements

The district may be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. The TEA may request additional reports as necessary to monitor and assess progress of students participating in the program.

### Article V – General and Special Provisions to the Agreement

Attached hereto and made a part hereof by reference is each of the provisions indicated below with an “X” beside it:

- Appendix One, Assurances
- Appendix Two, Board Approval
- Appendix Three, Attendance and Compliance Procedures of Proposed Program (Attach PDF File)
- Appendix Four, Contact Sheet
- Appendix Five, Participating Campuses, Student Eligibility, and Period of Agreement (Attach Excel File)

## Article VI – Application Process

- For questions or assistance regarding this application, email [opflex@tea.texas.gov](mailto:opflex@tea.texas.gov) or call 512-463-9294.
- Applications should be submitted 30 days prior to the start of the program. Start date(s) on Appendix 5 should be at least thirty (30) days after the application is submitted.
- Applications submitted by July 15th should be approved by August 15th.
- Email the complete application and attachments to: [opflex@tea.texas.gov](mailto:opflex@tea.texas.gov).
- Email subject line should indicate: OFSDP Application - District Name, County District Number

## Article VII – Agreement

AGREED and accepted on behalf of the school district or open-enrollment charter school to be effective on the earliest date written above by a person authorized to bind the district.

Typed Name \_\_\_\_\_

\_\_\_\_\_ Authorized Signature

Typed Title \_\_\_\_\_

## Appendix One Assurances

**The definition of terms of the application applies to this Appendix One, Assurances. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement.**

**Page limit: Submit no additional pages for Appendix One. All information requested must be included with this form.**

The district agrees to enroll only eligible students to participate in an OFSDP authorized under this application. A student is eligible to participate in an OFSDP authorized under the TEC, §29.0822, if:

1. the student meets one of the following conditions:
  - the student is at risk of dropping out of school, as defined by the [TEC, §29.081](#); or
  - the student is attending a campus implementing an approved innovative campus plan; or
  - the student is attending a community-based dropout recovery education program, as defined by the [TEC, §29.081\(e-1\) or \(e-2\)](#); or
  - the student is attending a campus with an approved early college high school program designation as defined by the [TEC, §29.908](#); or
  - the student, as a result of attendance requirements under the [TEC, §25.092](#), will be denied credit for one or more classes in which the student has been enrolled.

**and**

2. there is an agreement in writing to the student’s participation
  - by the student, if the student is over 18 years of age; or
  - by the student and the student’s parent or person standing in parental relation to the student, if the student is less than 18 years of age and not emancipated by marriage or court order.

The district agrees:

1. to administer mandatory assessment instruments during the regular assessment cycle to students enrolled in OFSDPs;
2. to ensure all instructional materials and facilities are comparable or exceed the required standards for students in similar programs;
3. that the students participating in an OFSDP will not be isolated from other academic and vocational programs of the school district and that all students will have access to school counselors for pre- and post-entry counseling, academic or personal counseling, and career counseling;
4. to provide faculty and administrators with baccalaureate or advanced degrees, highly qualified staff, and certified teachers as required by 19 Texas Administrative Code §129.1027 for the program;
5. to adopt a policy that does not penalize students participating in an OFSDP in accordance with the 90% rule (TEC, §25.092[a]) or the 75% to 90% rule for class credit (TEC, §25.092[a-1]);
6. to adopt a policy to require students to attend regularly scheduled instruction for the OFSDP with penalties for nonattendance including filing truancy charges, if appropriate;
7. to track the number of minutes the student receives instruction each day and to comply with applicable sections of the [Student Attendance Accounting Handbook](#).

8. to comply with all reporting requirements established by the TEA;
9. not to discriminate based on disability, race, color, national origin, religion, or sex; and
10. to prohibit a student participating in an OFSDP from participating in a competition or other activity sanctioned or conducted under the authority of the UIL unless the student meets all UIL eligibility requirements.

**AGREED** and accepted terms and conditions of Appendix One on behalf of the school district or open-enrollment charter school by persons authorized to bind the district.

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Name, Title, and Telephone Number of School Board President

---

Signature of SchoolBoard President

Date

---

Name, Title, and Telephone Number of District Superintendent or Charter School Chief Operations Officer

---

Signature of Person Authorized to Bind the District or Charter School

Date

**Appendix Two**  
**Board Approval**

The definition of terms of the application applies to this Appendix Two, Board Approval. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement.

**Page limit: Submit no additional pages for Appendix Two. All information requested must be included with this form.**

1. The board of trustees of the school district or the governing board of the open-enrollment charter school **agrees to include the OFSDP as an item on the agenda** concerning the proposed application.
  
2. The board of trustees of the school district or the governing board of the open-enrollment charter school must discuss the progress of the program before applying to operate an OFSDP.

The proposed OFSDP application was on the agenda and discussed at the board meeting conducted on:

Month: \_\_\_\_\_

Day: \_\_\_\_\_

Year: \_\_\_\_\_

Time: \_\_\_\_\_

Location: \_\_\_\_\_

**Agreed and accepted on behalf of the school district or open-enrollment charter school by persons authorized to bind the district.**

\_\_\_\_\_  
Name, Title, and Telephone Number of School Board President

\_\_\_\_\_  
Signature of School Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name, Title, and Telephone Number of District Superintendent or Charter School Chief Operations Officer

\_\_\_\_\_  
Signature of Person Authorized to Bind the District or Charter School

\_\_\_\_\_  
Date

## Appendix Three Attendance and Compliance Procedures of Proposed Program

The definition of terms of the application applies to this Appendix Three, Attendance and Compliance Procedures of Proposed Program. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement.

**Page limit: Submit a separate PDF document to concisely provide the information below, labeled with the corresponding number, for Appendix Three. All information requested must be included with this form and should be reviewed by the District PEIMS Coordinator prior to submission.**

1. Describe the program goals and objectives.
2. Indicate the proposed schedule offered to students participating in the OFSDP, including days of the week and times.
3. Provide an outline of staff positions and resource personnel (teachers, administrators, counselors, support staff, etc.) associated with the program. Include contact hours each staff position will be obligated to the program.
4. Describe the procedures for identifying students, including how the school confirms and documents student eligibility and obtaining student and parental consent for OFSDP participation.
5. Indicate the estimated number of OFSDP students that will be served per teacher.
6. **If** the OFSDP program will offer special education, career and technology education, pregnancy related services or bilingual education, indicate how services will be provided, the teacher certification standards in each program area, and how services will comply with the [Student Attendance Accounting Handbook](#).
7. OFSDP requires a teacher of record to record the actual number of students’ instructional minutes on any given day. Explain the following:
  - a. How the classroom teacher will verify the number of instructional minutes a student receives each day.
  - b. How the district will make sure that minutes for students who did not attend a minimum of 45 minutes on a particular day are not reported for funding.
  - c. How the district will ensure that students transferring from the traditional program (ADA Codes 0-6) to OFSDP (ADA Codes 7-8) will not generate more than one ADA in total for the school year and that students will not receive more than 10,800 minutes per course. It is recommended that the district apply the following formula to determine the maximum OFSDP minutes a student is eligible = (Calendar School Days - Traditional Days Present) x 240.
  - d. How the district will ensure that students are not coded in a traditional program on the same day that the student is accumulating OFSDP instructional minutes.
  - e. How the district will ensure that attendance practices and records comply with Sections 2.2.3 and 11.6 of the [Student Attendance Accounting Handbook](#).
  - f. How Student Detail Audit reports for the OFSDP track will be reviewed and certified each six-week attendance reporting period.

**NOTE: absences and days present do not exist in the OFSDP**

8. If eligible OFSDP students participate in a credit recovery program offered in the summer, funding is limited to the attendance necessary for the student to recover class credit. Please describe how attendance will be monitored to ensure additional minutes are not reported for funding.
9. **If** students are attending a community-based dropout recovery education program offered online as defined by TEC, §29.081 (e-2), must include the following:
  - a. Describe the curriculum credentials, certifications, or other course offerings that relate directly to employment opportunities in the state.
  - b. Describe the individual learning plan or process used to monitor each student's progress.
  - c. Indicate how students will be served by an academic coach and local advocate.
  - d. Indicate the date of the month that monthly student progress reports will be provided to the student's school district.
  - e. Describe the educational software utilized and explain how the software will track and certify the number of instructional minutes each student receives each day.

## Appendix Four Contact(s) Sheet

The definition of terms of the application applies to this Appendix Four, Contact(s) Sheet. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement.

Page limit: Submit no additional pages for Appendix Four. All information requested must be included with this form.

### District Contact(s) for the Application

District/Charter School Superintendent:	Mr. Mark Estrada
Mailing Address:	419 Bois D'Arc St
City, State, Zip Code:	Lockhart, TX 78644
Telephone Number:	512-398-0000
Email Address:	mark.estrada@lockhart.txed.net

District PEIMS Coordinator:	Judy Cathey
Email Address:	judy.cathey@lockhart.txed.net

OFSDP Contact Name:	Ethan Peters
Email Address:	ethan.peters@lockhart.txed.net

OFSDP Contact Name:	Amanda Marshall
Email Address:	amanda.marshall@lockhart.txed.net

***NOTE: Most of the contact for the approved OFSDP is done via email. A valid email address(es) must be submitted on this form. Provide the full name(s) of the person(s) who is (are) the email contact(s) to ensure that the TEA has accurate information.***

## Appendix Five Participating Campuses, Student Eligibility, and Period of Agreement

The definition of terms of the application applies to this Appendix Five, Participating Campuses, Student Eligibility, and Period of Agreement. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement.

**Page limit: Submit no additional pages for Appendix Five. All information requested must be included with this template and submitted in a separate Excel file.**

Download and complete Appendix 5, which can be found on the [OFSDP webpage](#) under the *Applications and Templates* section.

Once completed, email the following to [OPFLEX@tea.texas.gov](mailto:OPFLEX@tea.texas.gov):

1. The application (in PDF file format)
2. Appendix Three (in PDF file format)
3. Appendix Five (in MS Excel file format)

**\*All file names should include the district/charter school’s name**

# 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 innovative opportunities for ALL students to prepare for success beyond graduation.
2. Every campus will have an A rating by 2028 through exemplary teaching and student-centered learning.
3. Cultivate an environment where our employees choose Lockhart Independent School District.

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 innovative opportunities for ALL students to prepare for success beyond graduation.
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AGENDA TITLE:

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BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

# Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item:

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AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION:

DEPARTMENT:

## DISTRICT GOAL(S) ALIGNMENT:

1. Create innovative opportunities for ALL students to prepare for success beyond graduation.
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AGENDA TITLE:

---

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

Quarterly Investment Report  
For Quarter Ended: June 30, 2023

<b><u>Texpool</u></b>	<b><u>Balance on 06/30/2023</u></b>	<b><u>Balance on 03/31/2023</u></b>	<b><u>Net Change</u></b>
Interest & Sinking Fund	\$ 8,018,106	\$ 7,915,690	\$ 102,416
General/Operating Fund	\$ 15,907,371	\$ 23,917,985	\$ (8,010,614)
School Nutrition	\$ 2,952,655	\$ 2,303,988	\$ 648,666
C.D. Marshall JHS Scholarship	\$ 32,031	\$ 31,622	\$ 409
GF Hudnall Scholarship	\$ 15,722	\$ 15,521	\$ 201
J.M. Moore Scholarship	\$ -	\$ -	\$ -
Latricia White Scholarship	\$ 14,701	\$ 14,513	\$ 188
Mary B. C. Sanders Scholarship	\$ 6,263	\$ 6,183	\$ 80
Hazelett Scholarship	\$ -	\$ -	\$ -
Canning Engineering Scholarship	\$ 24,595	\$ 24,281	\$ 314
Mohle Scholarship Fund	\$ 1,052	\$ 1,027	\$ 25
Total Funds	<u>\$ 26,972,496</u>	<u>\$ 34,230,811</u>	<u>\$ (7,258,315)</u>
<b>Interest Rate</b>	5.30%	4.98%	

<b><u>Texas Term/Texas Daily</u></b>	<b><u>Balance on 06/30/2023</u></b>	<b><u>Balance on 03/31/2023</u></b>	<b><u>Net Change</u></b>
Texas Daily/Texas Term 2023 Bond Proceeds	\$ 70,622,970	\$ 71,043,411	\$ (420,441)
Texas Daily/Texas Term General Funds	\$ 372,968	\$ 291,861	\$ 81,108
Texas Daily School Nutrition Funds	\$ 6,938	\$ 6,853	\$ 86
Texas Daily/Texas Term Debt Svce	\$ 1,368,474	\$ 1,351,547	\$ 16,926
Total Funds	<u>\$ 72,371,351</u>	<u>\$ 1,650,261</u>	<u>\$ 70,721,090</u>
<b>Interest Rate</b>	5.27%	4.94%	

<b><u>First Lockhart National Bank</u></b>	<b><u>Balance on 06/30/2023</u></b>	<b><u>Balance on 03/31/2023</u></b>	<b><u>Net Change</u></b>
Interest & Sinking Fund	\$ 496,929	\$ 269,421	\$ 227,508
General/Operating Fund	\$ 3,154,191	\$ 2,305,811	\$ 848,381
Redemption Account	\$ 2,190	\$ 2,185	\$ 5
Payroll	\$ 1,150,605	\$ 511,181	\$ 639,424
School Nutrition	\$ 500,015	\$ 835,307	\$ (335,292)
Fiduciary Funds	\$ 26,133	\$ 23,569	\$ 2,564
Top Ten Scholarship Funds	\$ 155,538	\$ 162,136	\$ (6,599)
Roland Endowment Funds	\$ 20,747	\$ 20,695	\$ 52
Maintenance Proceeds	\$ -	\$ 1,606	\$ (1,606)
Total Funds	<u>\$ 5,506,348</u>	<u>\$ 4,131,910</u>	<u>\$ 1,374,438</u>
<b>Interest Rate</b>	1.00%	1.00%	

	First Lockhart National Bank	Texpool Prime	Texas Daily	Texas Term
<u>April-23</u>				
Average Monthly Return	1.00%	4.99%	5.00%	5.20%
Weighted Average Maturity	N/A	19	30	99
Annualized Expense Ratio	N/A	0.06%	0.08%	0.15%
Standard & Poor's Rating	N/A	AAAm	AAAm	AAAf
<u>May-23</u>				
Average Monthly Return	1.00%	5.21%	5.18%	5.30%
Weighted Average Maturity	N/A	26	26	81
Annualized Expense Ratio	N/A	0.06%	0.08%	0.15%
Standard & Poor's Rating	N/A	AAAm	AAAm	AAAf
<u>June-23</u>				
Average Monthly Return	1.00%	5.30%	5.10%	5.50%
Weighted Average Maturity	N/A	34	31	76
Annualized Expense Ratio	N/A	0.06%	0.08%	0.16%
Standard & Poor's Rating	N/A	AAAm	AAAm	AAAf

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.)

LOCKHART INDEPENDENT SCHOOL DISTRICT  
REPORT OF INVESTMENT ACTIVITY  
For the period ending June 30, 2023

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 April 1, 2023 through June 30, 2023.

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, June 20, 2023. On this day, a large transfer was made to into FLNB for the monthly payroll that occurred on June 23, 2023. The highest combined balances of bank deposits at FLNB for the quarter ended June 30, 2023, occurred during the month of June 2023, in the amount of \$8,081,638. 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 June was \$7,454,606.22. 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 June 30, 2023, the District General Fund has earned interest from all investments in the amount of \$884,043.

Investments

Temporary investments balances are held by Texas Local Government Investment Pools (TexPool, and Texas Range).

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 June 30, 2023

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 Range is a portfolio established by the Texas Range advisory board pursuant to the provisions of the Texas Term common investment contract. Texas Range 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 June 30, 2023

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

2023 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 Weiser, Chief Financial Officer



Michelle Wylie, Director of Finance

# 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 innovative opportunities for ALL students to prepare for success beyond graduation.
2. Every campus will have an A rating by 2028 through exemplary teaching and student-centered learning.
3. Cultivate an environment where our employees choose Lockhart Independent School District.

AGENDA TITLE:

---

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

# LOCKHART I.S.D. BOARD

## Tax Collection Report

JUNE 2023

	June	Prior Months	TOTAL	PRIOR YEAR
2022 Tax Collection	\$197,572.15	\$29,322,625.64	\$29,520,197.79	\$23,225,065.47
2021 & Prior Collection	\$56,368.29	\$1,312,984.27	\$1,369,352.56	\$1,176,488.83
<b>Total Tax Collection =</b>	<b>\$253,940.44</b>	<b>\$30,635,609.91</b>	<b>\$30,889,550.35</b>	<b>\$24,401,554.30</b>

note: Above figures include penalties and interest collected

2022 Original Levy                      \$31,092,500.44

June 30, 2023 Percent of 2022 Tax Collected                      95.62%

June 30, 2022 Percent of 2021 Tax Collected                      95.66%

June 30, 2021 Percent of 2020 Tax Collected                      95.84%

June 30, 2023 - Balance of Delinquent Tax                      \$1,892,852.99

June 30, 2022 - Balance of Delinquent Tax                      \$1,808,379.63

June 30, 2021 - Balance of Delinquent Tax                      \$1,583,986.98

Corrections made to Current Tax Roll                      \$0.00

Corrections made to Delinquent Tax Roll                      (\$3,145.93)

**NOTE:**

Caldwell County Appraisal District has collected and disbursed Attorney Fees in the amount of \$10,401.90

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:

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AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION:

DEPARTMENT:

## DISTRICT GOAL(S) ALIGNMENT:

1. Create innovative opportunities for ALL students to prepare for success beyond graduation.
2. Every campus will have an A rating by 2028 through exemplary teaching and student-centered learning.
3. Cultivate an environment where our employees choose Lockhart Independent School District.

AGENDA TITLE:

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BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:



## (LOCAL) Policy Comparisons

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

In this packet, you will find:

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

Annotations are shown as follows:

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

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

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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.

<b>Contact:</b>	<b>School Districts and Education Service Centers</b>	<b>Community Colleges</b>
	<a href="mailto:policy.service@tasb.org">policy.service@tasb.org</a>	<a href="mailto:colleges@tasb.org">colleges@tasb.org</a>
	800.580.7529	800.580.1488

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**Note:** The Texas Economic Development Act, Tax Code Chapter 313, Subchapters B and C, expired on December 31, 2022.

A limitation on appraised value approved before the expiration continues in effect according to the law as it existed immediately before its expiration, and the law is continued in effect for purposes of the limitation on appraised value.

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**Texas Economic Development Act**

Purpose

These provisions outline the District’s procedures for accepting, reviewing, and considering applications and amendments to applications, and, when necessary, enforcing agreements under the Texas Economic Development Act (the Act), as set forth in Tax Code Chapter 313. [See CCGB-(LEGAL)]

Definitions

In addition to the definitions set out in CCGB-(LEGAL), the following definitions apply in this policy:

“Application review period” means the period during which the Board will consider and act on an application. The “application review period” begins on the application review start date and ends on the 151st day thereafter, unless the application review period is extended by Board action prior to the expiration date.

“Appraisal district” means each county appraisal district that appraises property that is the subject of an application.

**Filing an Application**

In the form and format required by the comptroller, an applicant shall file with the Superintendent the original and copies of the completed application along with a searchable electronic copy certified to contain information identical to the original hard copy. [See CCGB (LEGAL) at Required Contents and Format]

The Superintendent shall hold any incomplete applications or applications submitted without the full application fee until the application is properly completed and the application fee is paid. The Superintendent’s determination of whether an application is complete shall be final.

Confidentiality of Applicant Information

If the Board decides to consider an application, information provided in connection with an application will not be considered confidential except as allowed by law. [See CCGB (LEGAL) at Confidential Business Information]

Amending an Application

An applicant may seek to amend an application at any time prior to final Board action on the application. If an amended application is filed within 60 days of the end of the application review period, the application review period shall be extended automatically to the

61st day after the date on which the last amended application is filed, unless the Board takes action to extend the application review period otherwise.

The Superintendent shall review and forward to the Comptroller an amended application or any supplemental information upon receipt.

Application Fee  
Schedule

The Board finds that the complexity of the review process is greater for larger projects, and the following application fee schedule represents the anticipated necessary or reasonable cost to the District of reviewing, processing, and acting on an application:

- \$85,000 for projects valued up to \$500 million total anticipated investment.
- \$115,000 for projects valued over \$500 million to \$1 billion total anticipated investment.
- \$165,000 for projects valued over \$1 billion total anticipated investment.

The application fee shall not be refundable except in the event that the application is denied consideration after initial Board review. The Board may reduce application fees for subsequent applications submitted by the same applicant related to the same project. However, the Board shall not reduce an application fee to an amount less than the anticipated necessary or reasonable cost to the District of reviewing, processing, and acting on an application.

The application fee does not include any amount charged by the comptroller of public accounts for its economic impact study, if such a fee is charged.

*Application  
Amendment Fee*

In the event that an applicant or agreement holder seeks to amend an application or agreement at any time after the comptroller has issued an economic impact analysis on the application pursuant to 34 Administrative Code 9.1055(d), an application amendment fee of \$25,000 shall be charged, subject to the limitations set forth in section 313.072(i) of the Tax Code regarding supplemental payments.

*Agreement  
Assignment Fee*

In the event that an applicant or agreement holder seeks to assign an agreement to another entity at any time, the following fee schedule represents the anticipated necessary or reasonable cost to the District of reviewing, processing, and acting on such an assignment, subject to the limitations set forth in section 313.072(i) of the Tax Code regarding supplemental payments:

- \$10,000 for projects valued up to \$500 million total anticipated investment.
- \$20,000 for projects valued over \$500 million to \$1 billion total anticipated investment.
- \$30,000 for projects valued over \$1 billion total anticipated investment.

**Processing an Application**

Upon receipt of an application and application fee, the Superintendent shall:

Before Initial Board Review

1. Send the applicant written confirmation of receipt of the application and application fee.
2. Review the application and, as necessary, require the applicant to submit additional and/or supplementary information, including all required schedules.
3. Obtain necessary conflict of interest disclosures, as applicable. [See BBFA (LEGAL)]

Initial Board Review

The Board shall conduct an initial review of the application during which the Board may consider the Superintendent's recommendation and written or oral presentations concerning the application.

If, after the initial review, the Board determines that the application will not be considered as not in the best interests of the District, the Board shall reject the application and return to the applicant the application fee, less any necessary and reasonable costs of the initial review.

After Initial Board Review

If the Board accepts a large project application for further consideration, the Board may set an appropriate fee in accordance with this policy.

If the Board elects to consider the completed application, the Superintendent shall:

1. Deposit the application fee;
2. Deliver to the comptroller a copy of the application and required material along with a request for an economic impact evaluation with a copy to applicant and the appraisal district;
3. Accept on behalf of the Board any amendments or supplements submitted by the applicant, and transmit copies to the comptroller within seven days of receipt;
4. Direct appropriate District personnel to create a link from the District's website to the location on the comptroller's website where copies of applications are posted;

5. Within the time allowed by law, provide all required supplemental information necessary to assist the comptroller and the Texas Education Agency (TEA) with the required analyses;
6. On receipt, provide the applicant and District consultants with a copy of the economic impact evaluation and the school facilities impact analysis;
7. Work with the applicant and District consultants to provide the District and the comptroller with copies of the proposed agreement in a timely manner [see CCGB (LEGAL) at Continued Eligibility];
8. Take all action necessary or required to process the application;
9. Not later than 151 days after the application review start date, present to the Board an agreement for final approval or a request for extension of the application review period;
10. If an extension of the application review period is requested by the applicant, the Superintendent is delegated authority to approve the extension request and shall submit notice of the approval decision to the comptroller within seven days and also inform the Board; and
11. After Board action on the application, if any, transmit all necessary and required information to the Comptroller, the applicant, and the appraisal district.

District Consultants

District consultants, including legal counsel and financial consultants, shall assist the district to:

1. Review any applications for completeness;
2. Advise the Board and Superintendent or designee regarding the application;
3. Engage with the applicant and the comptroller during its review of the application;
4. Provide supplemental and amended applications and materials as requested by the comptroller;
5. Review the financial impact of the application to the District; recommend, negotiate, and finalize a proposed agreement and draft findings for Board consideration; and
6. Take further action as needed in the application process.

	<p>The District shall pay its retained consultants from the application fee.</p>
<b>Board Action on Application</b>	<p>Completed applications may be considered for approval by the Board only after completion of the economic impact evaluation and the school facilities impact analysis and receipt of the comptroller's certification, as required by the Act.</p>
Public Hearing	<p>The Board's final determination on an application shall be made after a public hearing at which the Superintendent, District consultants, the applicant, and members of the public may provide input and information concerning the proposed application. The comptroller's certification shall be disclosed at the public hearing.</p> <p>The public hearing shall be held at a time that allows the Board to approve or disapprove an application before the expiration of the application review period, unless the deadline has been extended.</p>
Findings of Fact	<p>After the public hearing, the Board shall make specific written findings as required by law. [See CCGB (LEGAL) at Approval]</p>
Adoption of Agreement	<p>After considering the comptroller's certification, the economic impact evaluation, the school facilities impact analysis, information from District consultants, and any other relevant information, the Board may approve the application and enter into an agreement that complies with all legal requirements. [See CCGB (LEGAL) at Agreement] The Board shall also consider and adopt an agreement with the applicant to provide protection from or compensation for any financial risks undertaken by the District in accepting the application.</p>
Waiver of Jobs Requirement	<p>The Board may waive the new jobs creation requirement in accordance with the law. [See CCGB (LEGAL) at Waiver of New Jobs Creation Requirement] If an applicant makes a waiver request subsequent to the original application, the Board may charge the applicant a fee to cover the costs of any consultant required by the Board in making the requisite finding.</p>
<b>Superintendent Responsibilities After Agreement</b>	<p>During the term of any agreement, the Superintendent shall ensure that required reports are submitted in a timely manner by the District and the applicant. The Superintendent is authorized to delegate this function to District consultants.</p>
<b>Statements Regarding Conflicts of Interest</b>	<p>If applicable, a Board member and any District employee who is a local public official under Local Government Code Chapter 171, shall submit a conflict of interest affidavit and abstain from deliberations or voting with regard to the project application under circumstances described in policy BBFA.</p>

Under Chapter 176, Texas Local Government Code, local government officers, including a Board member may be required to file a conflict of interest disclosure statement and abstain from consideration and voting on the matter. Further information on this process can be found in policy BBFA.

New Board members shall review policy BBFA to ensure appropriate filings and actions are taken as soon as practicable after election or appointment.

**Capitalization  
Threshold**

The capitalization threshold for purposes of classifying individual capital assets shall be ~~\$5,000~~\$5,000.

The Superintendent shall determine the capitalization threshold for a group of assets, the individual cost of which does not exceed the capitalization threshold above but for which the cost in the aggregate is significant.

**School Resource  
Officers**

~~To implement the District's comprehensive safety programs, the District has entered into an agreement with a local law enforcement agency for school resource officers. School resource officers shall provide services consistent with the terms of the agreement, the comprehensive safety programs, and Board policy.~~

~~A school resource officer shall perform duties as described in the agreement and as included in the District improvement plan and the Student Code of Conduct. A school resource officer shall not be assigned routine classroom discipline or administrative tasks.~~

**Training**

~~All school resource officers shall receive at least the minimum amount of education and training required by law.~~

~~[See CKEC]~~

To implement the District's comprehensive safety programs, the District has entered into an agreement with a local law enforcement agency for school resource officers. School resource officers shall provide services consistent with the terms of the agreement, the comprehensive safety programs, and Board policy.

A school resource officer shall perform duties as described in the agreement and as included in the District improvement plan and the Student Code of Conduct. A school resource officer shall not be assigned routine classroom discipline or administrative tasks.

All school resource officers shall receive at least the minimum amount of education and training required by law.

**Integrated Pest  
Management  
Program**

The District is committed to following integrated pest management (IPM) guidelines as required by Chapter 1951 of the Occupations Code and Title 4, Chapter 7 of the Administrative Code in all pest control activities that take place on District property.

Definition

IPM is a pest management strategy that relies on accurate identification and scientific knowledge of target pests, reliable monitoring methods to assess pest presence, preventative measures to limit pest problems, and thresholds to determine when corrective control measures are needed. Under IPM, whenever economical and practical, multiple control tactics shall be used to achieve the best control of pests. These tactics shall ~~possibly~~ include, but are not limited to, the judicious use of pesticides.

Standards

The District's IPM program shall govern the District's use of pesticides, herbicides, and other chemical agents for the purpose of controlling pests, rodents, insects, and weeds in and around District facilities, including residential property primarily used as student housing.

IPM Coordinator

The Superintendent shall designate the IPM coordinator(s), who shall be registered with the Texas Department of Agriculture. The IPM coordinator(s) shall receive training in accordance with law and shall provide training to District employees, as necessary.

Application Time  
Frame

The IPM coordinator(s), in addition to the responsibilities set out in CLB(LEGAL), shall coordinate with appropriate District administrators or other designated and trained employees regarding pesticide or herbicide applications in accordance with law. The IPM coordinator(s) shall determine when an emergency situation exists and an exception to the 48-hour notice requirement may be made.

No Unauthorized  
Application

If the IPM coordinator is a licensed applicator, the IPM coordinator may apply pesticides in accordance with law. No other employee or other person or entity shall be permitted to apply a pesticide or herbicide at a District facility, including residential property primarily used as student housing, without the prior approval of the IPM coordinator and other than in the manner prescribed by law and the District's IPM program.

**Food Donation**

The Superintendent shall be authorized to develop regulations for the District to donate or otherwise dispose of leftover food in accordance with law.

**Meal Charges**

State Law

~~As established by the Board, a student with an exhausted or insufficient balance on his or her meal card or meal account shall be allowed to continue to purchase meals for up to a total of \$10. The Superintendent shall develop administrative regulations for this grace period to address:~~

- ~~1. The District's processes for parent notification during the grace period, including a schedule for repayment; and~~
- ~~2. Whether the student will be limited to certain foods or beverages during this grace period, and, if so, the District's efforts to minimize overt identification of the student.~~

~~No fees or interest shall be charged by the District for meals purchased during the grace period.~~

Federal Law

~~For each campus that participates in the federal school breakfast or lunch programs under which students may incur a meal charge, the District's administrative regulations shall also address procedures for a student who has insufficient funds to purchase a meal following exhaustion of the grace period described above. The procedures shall address:~~

- ~~1. The parameters under which meals shall be served to the student;~~
- ~~2. The District's efforts to minimize overt identification of the student; and~~
- ~~3. How the District will attempt to collect unpaid debt in order to maintain the financial integrity of the food service account.~~

**Procurement**

The ~~Superintendent~~ executive director of operations shall oversee the use of federal child nutrition funds to procure appropriate goods and services necessary for providing food service to students and shall develop and enforce financial management systems, internal control procedures, procurement procedures, and other administrative procedures as needed to comply with all state and federal requirements for use of these funds.

[See CO(LEGAL) and COA(LEGAL)]

**Geographic Preference**

The Board delegates to the ~~Superintendent~~ executive director of operations the authority to determine whether the District will apply a geographic preference when procuring unprocessed, locally grown or locally raised agricultural products and to:

1. Specify the types of products for which any geographic preference will be applied; and
2. Define the geographic area to be preferred for each applicable product.

FOOD AND NUTRITION MANAGEMENT  
FREE AND REDUCED-PRICE MEALS

COB  
(LOCAL)

**Community  
Eligibility Provision**

With funds from the federal community eligibility provision (CEP), the District shall provide regular meal service to students at no cost, as authorized by the U.S. Department of Agriculture (USDA). [See COB(LEGAL)]

**Eligibility Appeals**

The District shall provide a hearing process in compliance with ~~U.S. Department of Agriculture~~ (USDA) requirements for disputes about a student's eligibility for free or reduced-price meal programs. A parent or student may appeal the decision of the hearing official in accordance with FNG(LOCAL).

**Civil Rights  
Complaints**

A person alleging discrimination in school meal programs based on race, color, national origin, sex, age, or disability shall be informed of the procedures and right to file a complaint with the Texas Department of Agriculture (TDA) Food and Nutrition office and the USDA. Complaints received by District personnel shall be forwarded to TDA.

INSURANCE AND ANNUITIES MANAGEMENT  
UNEMPLOYMENT INSURANCE

CRF  
(LOCAL)

**Reasonable  
Assurance**

The District shall issue letters of reasonable assurance, as appropriate, to employees in positions requiring less than 12 months of service whose services are anticipated to be needed at the beginning of the following school year. [See DCD and DCE]

FACILITIES CONSTRUCTION  
COMPETITIVE BIDDING

CVA  
(LOCAL)

**Specifications**

The Superintendent ~~or designee~~ shall ensure that detailed specifications are prepared for any construction project for which competitive bids are sought.

**Bid Process**

All bids shall be submitted in sealed envelopes, plainly marked with the name of the bid and the time of the bid opening. Bids shall be opened at the time specified. All interested parties shall be invited to attend the bid opening. Any bid may be withdrawn prior to the scheduled time for opening. Bids received after the specified time shall not be considered.

**Safety Record**

If the District considers the safety record of bidders in determining to whom to award a contract, the safety record shall be defined as a bidder's OSHA (Occupational Safety and Health Administration) inspection logs for the last three years, a loss analysis from the bidder's insurance carrier, and a loss history covering all lines of insurance coverage carried by the bidder.

FACILITIES CONSTRUCTION  
COMPETITIVE SEALED PROPOSALS

CVB  
(LOCAL)

<b>Specifications</b>	The Superintendent <del>or designee</del> shall prepare a request for proposals for any construction project for which competitive sealed proposals are sought.
<b>Process</b>	All proposals shall be submitted in sealed envelopes, plainly marked with the name of the proposal and the time of the deadline for submission. Proposals shall be opened at the time specified. All offerors shall be invited to attend the proposal opening. Changes in the content of a proposal, and in prices, may be negotiated after proposals are opened.
Withdrawal and Late Proposals	Any proposal may be withdrawn prior to the scheduled time for opening. Proposals received after the specified time shall not be considered.
Proposal Acceptance	The District may reject any and all proposals.
<b>Safety Record</b>	If the safety record of offerors is considered in selecting a proposal, the record shall be defined as an offeror's OSHA (Occupational Safety and Health Administration) inspection logs for the last three years, a loss analysis from the offeror's insurance carrier, and a loss history covering all lines of insurance coverage carried by the offeror.

COMPENSATION AND BENEFITS  
COMPENSATION PLAN

DEA  
(LOCAL)

The Superintendent shall recommend an annual compensation plan for all District employees. The compensation plan may include wage and salary structures, stipends, benefits, and incentives. [See also DEAA] The recommended plan shall support District goals for hiring and retaining highly qualified employees. The Board shall review and approve the compensation plan to be used by the District. The Board shall also determine the total compensation package for the Superintendent. [See BJ series]

**Pay Administration**

The Superintendent shall implement the compensation plan and establish procedures for plan administration consistent with the budget. The ~~Superintendent or designee shall classify~~ classification of each job title within the compensation plan shall be based on the qualifications, duties, and market value of the position.

Annualized Salary

The District shall pay all salaried employees over 12 months in equal monthly or ~~bimonthly~~ semi-monthly installments, regardless of the number of months employed during the school year. Salaried employees hired during the school year shall be paid in accordance with administrative regulations.

Pay Increases

The Superintendent shall recommend to the Board an amount for employee pay increases as part of the annual budget. ~~The Superintendent or designee shall determine~~ Any pay adjustments for individual employees; shall be determined within the approved budget following established procedures.

~~Mid-Year~~ Midyear  
Pay Increases

Contract  
Employees

A contract employee's pay may be increased after performance on the contract has begun only if authorized by the compensation plan of the District or there is a change in the employee's job assignment or duties during the term of the contract that warrants additional compensation. Any such changes in pay that do not conform with the compensation plan shall require Board approval. [See DEA(LEGAL) for provisions on pay increases and public hearing requirements].]

Noncontract  
Employees

The Superintendent may grant a pay increase to a noncontract employee after duties have begun because of a change in the employee's job assignment or to address pay equity. The Superintendent shall report any such pay increases to the Board at the next regular meeting.

**Pay During Closing**

If the Board chooses to pay employees during an emergency closure for which the workdays are not scheduled to be made up at a later date, then that authorization shall be by resolution or other Board action and shall reflect the purpose served by the expenditure. [See EB for the authority to close schools].]

COMPENSATION AND BENEFITS  
COMPENSATION PLAN

DEA  
(LOCAL)

Premium Pay  
During Disasters

Nonexempt employees who are required to work ~~during to mitigate the reason for~~ an emergency closing ~~for a disaster, as declared by a federal, state, or local official or the Board,~~ shall be paid at the rate of one and one-half times their regular rate of pay for all hours worked up to 40 hours per week. ~~All other nonexempt employees who are required to work during an emergency closing shall be paid their regular rate of pay.~~

Overtime for time worked over 40 hours in a week shall be calculated and paid according to law. [See DEAB] The Superintendent ~~or designee~~ shall approve payments and ensure that accurate time records are kept of actual hours worked during emergency closings.

<b>Persons Age 21 and Over</b>	The District shall not admit into its public schools any person age 21 or over unless otherwise required by law.
<b>Registration Forms</b>	The student's parent, legal guardian, or other person having lawful control shall annually complete registration forms. A student who has reached age 18 shall be permitted to complete these forms.
Proof of Residency	<del>At the time of initial registration and on an annual basis thereafter</del> In accordance with administrative regulations, the parent, guardian, or other person having lawful control of the student under order of a court shall present proof of residency <del>in accordance with administrative regulations developed by the Superintendent.</del> The District may investigate stated residency as necessary.
<b>Minor Living Apart</b>	A minor student residing in the District but whose parent, guardian, or other person having lawful control under a court order does not reside in the District shall present a power of attorney or an authorization agreement as provided in Chapter 34 of the Family Code assigning responsibility for the student in all school-related matters to an adult resident of the District.
Person Standing in Parental Relation	
Misconduct	A minor student living apart who has engaged in misconduct that results in any of the consequences found in Education Code 25.001(d) shall not be permitted to attend a District school.
Exceptions	Based on an individual student's circumstance, the Superintendent shall have authority to grant exceptions to the requirement for a power of attorney or authorization agreement and to the exclusion for misconduct.
Extracurricular Activities	The Superintendent shall determine whether a minor student living apart is present in the District for the primary purpose of participating in extracurricular activities.
<b>Nonresident Student in Grandparent's After-School Care</b>	The parent and grandparent of a nonresident student requesting admission under Education Code 25.001(b)(9) shall provide to the Superintendent the required information on the grandparent's residency and complete a form provided by the District describing the extent of after-school care to be provided by the grandparent.  The Superintendent shall have authority to approve or deny such admissions requests in accordance with criteria approved by the Board.
<b>"Accredited" Defined</b>	For the purposes of this policy, "accredited" shall be defined as accreditation by TEA, an equivalent agency from another state, or an accrediting association recognized by the commissioner of education.

**Grade-Level Placement**

Accredited Schools

The parent, guardian, or other person having lawful control of a student enrolling in a District school from an accredited public, private, or parochial school shall provide evidence of the prior schooling outside the District. The student shall be placed initially at the grade level reached elsewhere, pending observation by the classroom teacher, guidance personnel, and the principal. On the basis of these observations and results of tests that may be administered by appropriate District personnel, the principal shall determine the final grade placement.

Nonaccredited Schools

A student enrolling in a District school from a nonaccredited public, private, or parochial school, including a homeschool, shall be placed initially at the discretion of the principal, pending observation by classroom teachers, guidance personnel, and the principal. Criteria for placement may include:

1. Scores on achievement tests, which may be administered by appropriate District personnel.
2. Recommendation of the sending school.
3. Prior academic record.
4. Chronological age and social and emotional development of the student.
5. Other criteria deemed appropriate by the principal.

**Transfer of Credit**

Accredited Texas Public Schools

Credit toward state graduation requirements earned in an accredited public school district in Texas shall be transferable and recognized by the District.

Other Accredited or Nonaccredited Schools

Before recognizing credit in a course earned in an accredited non-public school, an accredited school outside of Texas, or a nonaccredited school, appropriate personnel shall evaluate a student's records and transcript. The District may require the student to demonstrate mastery of the content or use alternative methods to verify course content for the award of credit.

Transition Assistance

In accordance with law, when a student who is identified as homeless or in substitute care enrolls in the District, the District shall assess the student's available records and other relevant information to ~~determine transfer of~~ ensure credit, including proportionate credit, is awarded appropriately for all subjects and courses taken prior to enrollment.

[See EI]

**Withdrawal**

A parent or guardian wishing to withdraw a minor student shall present a signed statement that includes the reason for the withdrawal. A student who is 18 or older may submit a withdrawal statement without a parent's or guardian's signature.

[For District withdrawal of students no longer in attendance, see FEA(LOCAL).]

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**Note:** This policy addresses bullying of District students. For purposes of this policy, the term bullying includes cyber-bullying.

For provisions regarding discrimination and harassment involving District students, see FFH. Note that FFI shall be used in conjunction with FFH for certain prohibited conduct. For reporting requirements related to child abuse and neglect, see FFG.

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**Bullying Prohibited**

The District prohibits bullying, including cyberbullying, as defined by state law. Retaliation against anyone involved in the complaint process is a violation of District policy and is prohibited.

Examples

Bullying of a student could occur by physical contact or through electronic means and may include hazing, threats, taunting, teasing, confinement, assault, demands for money, destruction of property, theft of valued possessions, name calling, rumor spreading, or ostracism.

**Minimum Standards**

In accordance with law, the Superintendent shall develop administrative procedures to ensure that minimum standards for bullying prevention are implemented.

**Retaliation**

The District prohibits retaliation by a student or District employee against any person who in good faith makes a report of bullying, serves as a witness, or participates in an investigation.

Examples

Examples of retaliation may include threats, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.

**False Claim**

A student who intentionally makes a false claim, offers false statements, or refuses to cooperate with a District investigation regarding bullying shall be subject to appropriate disciplinary action.

**Timely Reporting**

Reports of bullying shall be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to immediately report may impair the District's ability to investigate and address the prohibited conduct.

**Reporting Procedures**

Student Report

To obtain assistance and intervention, any student who believes that he or she has experienced bullying or believes that another student has experienced bullying should immediately report the alleged acts to a teacher, school counselor, principal, or other District employee. The Superintendent shall develop procedures allowing a student to anonymously report an alleged incident of bullying.

Employee Report	Any District employee who suspects or receives notice that a student or group of students has or may have experienced bullying shall immediately notify the principal or designee.
Report Format	A report may be made orally or in writing. The principal or designee shall reduce any oral reports to written form.
Periodic Monitoring	The Superintendent shall periodically monitor the reported counts of bullying incidents, and that declines in the count may represent not only improvements in the campus culture because bullying declines but also declines in the campus culture because of a decline in openness to report incidents.
<b>Notice of Report</b>	When an allegation of bullying is reported, the principal or designee shall notify a parent of the alleged victim on or before the third business day after the incident is reported. The principal or designee shall also notify a parent of the student alleged to have engaged in the conduct within a reasonable amount of time after the incident is reported.
<b>Prohibited Conduct</b>	The principal or designee shall determine whether the allegations in the report, if proven, would constitute prohibited conduct as defined by policy FFH, including dating violence and harassment or discrimination on the basis of race, color, religion, sex, gender, national origin, or disability. If so, the District shall proceed under policy FFH. If the allegations could constitute both prohibited conduct and bullying, the investigation under FFH shall include a determination on each type of conduct.
<b>Investigation of Report</b>	The principal or designee shall conduct an appropriate investigation based on the allegations in the report. The principal or designee shall promptly take interim action calculated to prevent bullying during the course of an investigation, if appropriate.
<b>Concluding the Investigation</b>	<p>Absent extenuating circumstances, the investigation should be completed within ten District business days from the date of the initial report alleging bullying; however, the principal or designee shall take additional time if necessary to complete a thorough investigation.</p> <p>The principal or designee shall prepare a final, written report of the investigation. The report shall include a determination of whether bullying occurred, and if so, whether the victim used reasonable self-defense. A copy of the report shall be sent to the Superintendent or designee.</p>
<b>Notice to Parents</b>	If an incident of bullying is confirmed, the principal or designee shall promptly notify the parents of the victim and of the student who engaged in bullying.

<b>District Action</b>	
Bullying	If the results of an investigation indicate that bullying occurred, the District shall promptly respond by taking appropriate disciplinary action in accordance with the District's Student Code of Conduct and may take corrective action reasonably calculated to address the conduct. The District may notify law enforcement in certain circumstances.
<i>Discipline</i>	<p>A student who is a victim of bullying and who used reasonable self-defense in response to the bullying shall not be subject to disciplinary action.</p> <p>The discipline of a student with a disability is subject to applicable state and federal law in addition to the Student Code of Conduct.</p>
<i>Corrective Action</i>	Examples of corrective action may include a training program for the individuals involved in the complaint, a comprehensive education program for the school community, follow-up inquiries to determine whether any new incidents or any instances of retaliation have occurred, involving parents and students in efforts to identify problems and improve the school climate, increasing staff monitoring of areas where bullying has occurred, and reaffirming the District's policy against bullying.
<i>Transfers</i>	The principal or designee shall refer to FDB for transfer provisions.
<i>Counseling</i>	The principal or designee shall notify the victim, the student who engaged in bullying, and any students who witnessed the bullying of available counseling options.
Improper Conduct	If the investigation reveals improper conduct that did not rise to the level of prohibited conduct or bullying, the District may take action in accordance with the Student Code of Conduct or any other appropriate corrective action.
<b>Confidentiality</b>	To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation.
<b>Appeal</b>	A student who is dissatisfied with the outcome of the investigation may appeal through FNG(LOCAL), beginning at the appropriate level.
<b>Records Retention</b>	Retention of records shall be in accordance with CPC(LOCAL).
<b>Access to Policy and Procedures</b>	This policy and any accompanying procedures shall be distributed annually in the employee and student handbooks. Copies of the policy and procedures shall be posted on the District's website, to the extent practicable, and shall be readily available at each campus and the District's administrative offices.

# Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item:

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AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION:

DEPARTMENT:

## DISTRICT GOAL(S) ALIGNMENT:

1. Create innovative opportunities for ALL students to prepare for success beyond graduation.
2. Every campus will have an A rating by 2028 through exemplary teaching and student-centered learning.
3. Cultivate an environment where our employees choose Lockhart Independent School District.

AGENDA TITLE:

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BACKGROUND INFORMATION:

ATTACHMENT(S):

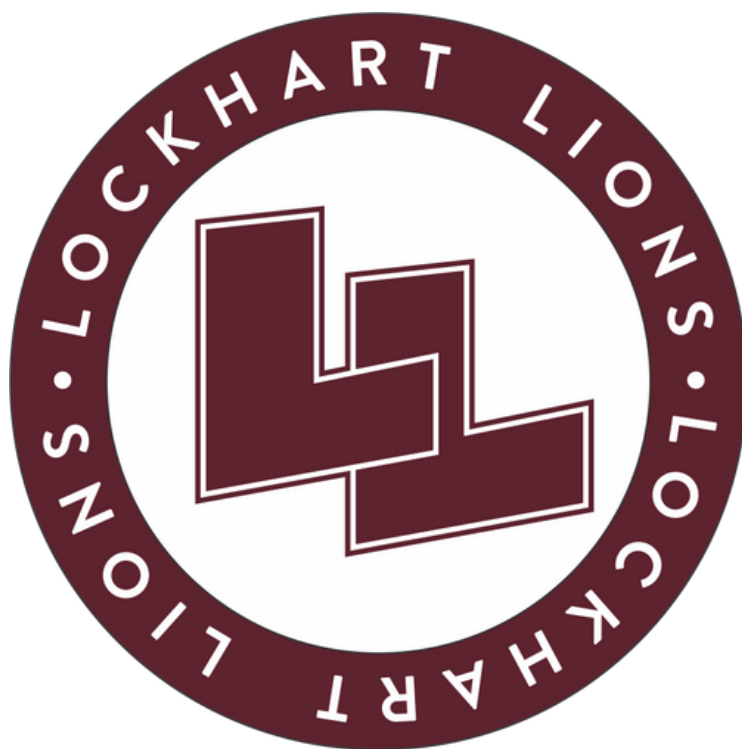
RECOMMENDATION:

RECOMMENDED MOTION:

# Student Code of Conduct

# 2023 - 2024

# Lockhart ISD



If you have difficulty accessing the information in this document due to a disability, please contact  
access@lockhart.tx.ted.net or call 512-398-0000.

# **ACKNOWLEDGMENT**

## **Student Code of Conduct Electronic Distribution**

Dear Student and Parent:

As required by state law, the board of trustees has officially adopted the Student Code of Conduct in order to promote a safe and orderly learning environment for every student.

As you partner with us in your child's education, we urge you to read this publication thoroughly and to discuss it with your family. If you have any questions about the required conduct and consequences for misconduct, we encourage you to ask for an explanation from the student's teacher or appropriate campus administrator.

Thank you for allowing us the privilege of serving your child.

Mark Estrada  
Superintendent of Schools  
LOCKHART ISD

# Lockhart ISD

## Board of Trustees

**Michael Wright, *President***

**Warren Burnett, *Vice President***

**Tom Guyton, *Secretary***

**Sam Lockhart, *Trustee***

**Rebecca Pulliam, *Trustee***

**Rene Rayos, *Trustee***

**Dr. Barbara Sanchez, *Trustee***

## Superintendent of Schools

Mark Estrada

Meets the 4th Monday of each month at the MLC Education Support Center Board Room

Administration Office..... 512-398-0000

Bad Weather Hotline..... 512-398-0005

### **2023-2024 LISD Board of Trustees' Goals**

1. Create innovative opportunities for ALL students to prepare for success beyond graduation.
2. Every campus will have an A rating by 2028 through exemplary teaching and student-centered learning.
3. Cultivate an environment where our employees choose Lockhart Independent School District.

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## **Student Code of Conduct**

### **Accessibility**

If you have difficulty accessing the information in this document because of disability, please contact [access@lockhart.txed.net](mailto:access@lockhart.txed.net) or call 512-398-0000.

### **Purpose**

The Student Code of Conduct (“Code of Conduct”), as required by Chapter 37 of the Texas Education Code, provides methods and options for managing student behavior, preventing and intervening in student discipline problems, and imposing discipline.

The law requires the district to define misconduct that may—or must—result in a range of specific disciplinary consequences, including removal from a regular classroom or campus, out-of-school suspension, placement in a disciplinary alternative education program (DAEP), placement in a juvenile justice alternative education program (JJAEP), or expulsion from school.

This Code of Conduct has been adopted by the **Lockhart Independent School District** board of trustees and developed with the advice of the district-level planning and decision-making committee. It provides information to parents and students regarding standards of conduct, consequences of misconduct, and procedures for administering discipline. This Code of Conduct remains in effect during summer school and at all school-related events and activities outside the school year until the board adopts an updated version for the next school year.

In accordance with state law, the Code of Conduct shall be posted at each school campus or shall be available for review at the campus principal’s office. Additionally, the Code of Conduct shall be available at the campus behavior coordinator’s office and posted on the district’s website. Parents shall be notified of any conduct violation that may result in a student being suspended, placed in a DAEP or JJAEP, expelled, or taken into custody by a law enforcement officer under Chapter 37 of the Education Code.

Because the Code of Conduct is adopted by the district’s board of trustees, it has the force of policy. In the event of a conflict between the Code of Conduct and the Student Handbook, the Code of Conduct shall prevail.

**Please note:** The discipline of students with disabilities who are eligible for services under federal law (Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973) is subject to the provisions of those laws.

## **School District Authority and Jurisdiction**

School rules and the district's authority to administer discipline apply whenever the interest of the district is involved, on or off school grounds, in conjunction with or independent of classes and school-sponsored activities.

The district has disciplinary authority over a student:

1. During the regular school day;
2. While the student is traveling on district transportation;
3. During lunch periods in which a student is allowed to leave campus;
4. At any school-related activity, regardless of time or location;
5. For any school-related misconduct, regardless of time or location;
6. When retaliation against a school employee, board member, or volunteer occurs or is threatened, regardless of time or location;
7. When a student engages in cyberbullying, as defined by Education Code 37.0832;
8. When criminal mischief is committed on or off school property or at a school-related event;
9. For certain offenses committed within 300 feet of school property as measured from any point on the school's real property boundary line;
10. For certain offenses committed while on school property or while attending a school-sponsored or school-related activity of another district in Texas;
11. When the student commits a felony, as provided by Education Code 37.006 or 37.0081; and
12. When the student is required to register as a sex offender.

## **Campus Behavior Coordinator**

As required by law, a person at each campus must be designated to serve as the campus behavior coordinator (CBC). The designated person may be the principal or any other campus administrator selected by the principal. The CBC is primarily responsible for maintaining student discipline. The district shall post on its website and in the Student Handbook, for each campus, the email address and telephone number of the person serving as CBC. Contact information may be found at [www.lockhartisd.org](http://www.lockhartisd.org) and in the [LISD Student Handbook](#).

## **Threat Assessment and Safe and Supportive School Team**

The CBC or other appropriate administrator will work closely with the campus threat assessment and safe and supportive school team to implement the district's threat assessment policy and procedures, as required by law, and shall take appropriate disciplinary action in accordance with the Code of Conduct.

## **Searches**

District officials may conduct searches of students, their belongings, and their vehicles in accordance with state and federal law and district policy. Searches of students shall be conducted in a reasonable and nondiscriminatory manner. Refer to the district's policies at FNF(LEGAL) and FNF(LOCAL) for more information regarding investigations and searches.

The district has the right to search a vehicle driven to school by a student and parked on school property whenever there is reasonable suspicion to believe it contains articles or materials prohibited by the district.

Desks, lockers, district-provided technology, and similar items are the property of the district and are provided for student use as a matter of convenience. District property is subject to search or inspection at any time without notice.

### **Reporting Crimes**

The CBC and other school administrators as appropriate shall report crimes as required by law and shall call local law enforcement when an administrator suspects that a crime has been committed on campus.

### **Security Personnel**

The board utilizes school resource officers (SROs), to ensure the security and protection of students, staff, and property. In accordance with law, the board has coordinated with the CBC and other district employees to ensure appropriate law enforcement duties are assigned to these persons. Provisions addressing the various types of security personnel can be found in the CKE policy series.

The law enforcement duties of school resource officers are: to maintain safe schools; to serve as a positive role-model for students; and to provide direct link with the Lockhart Police Department.

### **“Parent” Defined**

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

### **Participating in Graduation Activities**

The district has the right to limit a student’s participation in graduation activities for violating the district’s Code of Conduct.

Participation might include a speaking role, as established by district policy and procedures.

The valedictorian and salutatorian may also have speaking roles at graduation. No student shall be eligible to have such a speaking role if he or she engaged in any misconduct that resulted in an out-of-school suspension, removal to a DAEP, or expulsion during the semester immediately preceding graduation.

### **Unauthorized Persons**

In accordance with Education Code 37.105, a school administrator, SRO, or district police officer shall have the authority to refuse entry to or eject a person from district property if the person refuses to leave peaceably on request and:

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

Appeals regarding refusal of entry or ejection from district property may be filed in accordance with policies FNG(LOCAL) or GF(LOCAL), as appropriate. However, the timelines for the

## *School District Authority and Jurisdiction*

district's grievance procedures shall be adjusted as necessary to permit the person to address the board in person within 90 calendar days, unless the complaint is resolved before a board hearing.

See **DAEP—Restrictions During Placement** on page 23 for information regarding a student assigned to DAEP at the time of graduation.

**Standards for Student Conduct**

Each student is expected to:

- Demonstrate courtesy, even when others do not.
- Behave in a responsible manner.
- Exercise self-discipline.
- Attend all classes regularly and on time.
- Bring appropriate materials and assignments to class.
- Meet district and campus standards of grooming and dress.
- Obey all campus and classroom rules.
- Respect the rights and privileges of students, teachers, and other district staff and volunteers.
- Respect the property of others, including district property and facilities.
- Cooperate with and assist the school staff in maintaining safety, order, and discipline.
- Adhere to the requirements of the Student Code of Conduct.

### General Conduct Violations

The categories of conduct below are prohibited at school, in vehicles owned or operated by the district, and at all school-related activities, but the list does not include the most severe offenses. In the subsequent sections on **Out-of-School Suspension** on page 17, **DAEP Placement** on page 18, **Placement and/or Expulsion for Certain Offenses** on page 26, and **Expulsion** on page 29, those offenses that require or permit specific consequences are listed. Any offense, however, may be severe enough to result in **Removal from the Regular Educational Setting** as detailed on page 16.

#### Disregard for Authority

Students shall not:

- Fail to comply with directives given by school personnel.
- Leave school grounds or school-sponsored events without permission.
- Disobey rules for conduct in district vehicles.
- Refuse to accept discipline or consequence assigned by a teacher or principal.

#### Mistreatment of Others

Students shall not:

- Use profanity or vulgar language or make obscene gestures.
- Fight or scuffle. (For assault, see **DAEP—Placement and/or Expulsion for Certain Offenses** on page 26.)
- Threaten a district student, employee, or volunteer, including off school property if the conduct causes a substantial disruption to the educational environment.
- Engage in bullying, cyberbullying, harassment, or making hit lists. (See **glossary** for all four terms.)
- Release or threaten to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent.
- Engage in sexual or gender-based harassment or sexual abuse, whether by word, gesture, or any other conduct directed toward another person, including a district student, employee, board member, or volunteer.
- Engage in conduct that constitutes dating violence. (See **glossary**.)
- Engage in inappropriate or indecent exposure of private body parts.
- Participate in hazing. (See **glossary**.)
- Coerce an individual to act through the use or threat of force.
- Commit extortion or blackmail.
- Engage in inappropriate verbal, physical, or sexual conduct directed toward another person, including a district student, employee, or volunteer.
- Record the voice or image of another without the prior consent of the individual being recorded or in any way that disrupts the educational environment or invades the privacy of others.

### Property Offenses

Students shall not:

- Damage or vandalize property owned by others. (For felony criminal mischief, see **DAEP— Placement and/or Expulsion for Certain Offenses** on page 26.)
- Deface or damage school property, including textbooks, technology and electronic resources, lockers, furniture, and other equipment, with graffiti or by other means.
- Steal from students, staff, or the school.
- Commit or assist in a robbery or theft, even if it does not constitute a felony according to the Penal Code. (For felony robbery, aggravated robbery, and theft, see **DAEP— Placement and/or Expulsion for Certain Offenses** on page 26.)
- Enter, without authorization, district facilities that are not open for operations.

### Possession of Prohibited Items

Students shall not possess or use:

- Fireworks of any kind, smoke or stink bombs, or any other pyrotechnic device;
- A razor, box cutter, chain, or any other object used in a way that threatens or inflicts bodily injury to another person;
- A “look-alike” weapon that is intended to be used as a weapon or could reasonably be perceived as a weapon;
- An air gun or BB gun;
- Ammunition;
- A hand instrument designed to cut or stab another by being thrown;
- A firearm silencer or suppressor;
- \*A location-restricted knife;
- \*A club;
- \*A firearm;
- A stun gun;
- Knuckles;
- Mace or pepper spray;
- Pornographic material;
- Tobacco products, cigarettes, e-cigarettes, and any component, part, or accessory for an e-cigarette device;
- Matches or a lighter;
- A laser pointer, unless it is for an approved use; or
- Any articles not generally considered to be weapons, including school supplies, when the principal or designee determines that a danger exists.

\*For weapons and firearms, see **DAEP—Placement and/or Expulsion for Certain Offenses** on page 26. In many circumstances, possession of these items is punishable by mandatory expulsion under federal or state law.

### Possession of Telecommunications or Other Electronic Devices

Students shall not:

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

### Illegal, Prescription, and Over-the-Counter Drugs

Students shall not:

- Possess, use, give, or sell alcohol or an illegal drug. (Also see **DAEP Placement** on page 18 and **Expulsion** on page 29 for mandatory and permissive consequences under state law.)
- Possess or sell seeds or pieces of marijuana in less than a usable amount.
- Possess, use, give, or sell paraphernalia related to any prohibited substance. (See **glossary** for “paraphernalia.”)
- Possess, use, abuse, or sell look-alike drugs or attempt to pass items off as drugs or contraband.
- Abuse the student’s own prescription drug, give a prescription drug to another student, or possess or be under the influence of another person’s prescription drug on school property or at a school-related event. (See **glossary** for “abuse.”)
- Abuse over-the-counter drugs. (See **glossary** for “abuse.”)
- Be under the influence of prescription or over-the-counter drugs that cause impairment to body or mind. (See **glossary** for “under the influence.”)
- Have or take prescription drugs or over-the-counter drugs at school other than as provided by district policy.

### Misuse of Technology Resources and the Internet

Students shall not:

- Violate policies, rules, or agreements signed by the student or the student’s parent regarding the use of technology resources.
- Attempt to access or circumvent passwords or other security-related information of the district, students, or employees or upload or create computer viruses, including off school property if the conduct causes a substantial disruption to the educational environment.
- Attempt to alter, destroy, or disable district technology resources including, but not limited to, computers and related equipment, district data, the data of others, or other networks connected to the district’s system, including off school property if the conduct causes a substantial disruption to the educational environment.
- Use the internet or other electronic communications to threaten or harass district students, employees, board members, or volunteers, including off school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.

## *General Conduct Violations*

- Send, post, deliver, or possess electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal, including cyberbullying and "sexting," either on or off school property, if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.
- Use the internet or other electronic communication to engage in or encourage illegal behavior or threaten school safety, including off school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.

### **Safety Transgressions**

Students shall not:

- Possess published or electronic material that is designed to promote or encourage illegal behavior or that could threaten school safety.
- Engage in verbal (oral or written) exchanges that threaten the safety of another student, a school employee, or school property.
- Make false accusations or perpetrate hoaxes regarding school safety.
- Engage in any conduct that school officials might reasonably believe will substantially disrupt the school program or incite violence.
- Throw objects that can cause bodily injury or property damage.
- Discharge a fire extinguisher without valid cause.

### **Miscellaneous Offenses**

Students shall not:

- Violate dress and grooming standards as communicated in the Student Handbook.
- Engage in academic dishonesty, which includes cheating or copying the work of another student, plagiarism, and unauthorized communication between students during an examination.
- Gamble.
- Falsify records, passes, or other school-related documents.
- Engage in actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Repeatedly violate other communicated campus or classroom standards of conduct.

The district may impose campus or classroom rules in addition to those found in the Code of Conduct. These rules may be posted in classrooms or given to the student and may or may not constitute violations of the Code of Conduct.

### **Discipline Management Techniques**

Discipline shall be designed to improve conduct and encourage students to be responsible members of the school community. Disciplinary action shall draw on the professional judgment of teachers and administrators and on a range of discipline management techniques, including restorative practices. Discipline shall be based on the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, the effect of the misconduct on the school environment, and statutory requirements.

### **Students with Disabilities**

The discipline of students with disabilities is subject to applicable state and federal law in addition to the Code of Conduct. In the event of any conflict, the district shall comply with federal law. For more information regarding discipline of students with disabilities, see policy FOF(LEGAL).

In accordance with the Education Code, a student who receives special education services may not be disciplined for conduct meeting the definition of bullying, cyberbullying, harassment, or making hit lists (see **glossary**) until an Admission, Review, and Dismissal (ARD) committee meeting has been held to review the conduct.

In deciding whether to order suspension, DAEP placement, or expulsion, regardless of whether the action is mandatory or discretionary, the district shall take into consideration a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct.

### **Techniques**

The following discipline management techniques may be used alone, in combination, or as part of progressive interventions for behavior prohibited by the Code of Conduct or by campus or classroom rules:

- Verbal correction, oral or written.
- Cooling-off time or a brief "time-out" period, in accordance with law.
- Seating changes within the classroom or vehicles owned or operated by the district.
- Temporary confiscation of items that disrupt the educational process.
- Rewards or demerits.
- Behavioral contracts.
- Counseling by teachers, school counselors, or administrative personnel.
- Parent-teacher conferences.
- Behavior coaching.
- Anger management classes.
- Mediation (victim-offender).
- Classroom circles.
- Family group conferencing.
- Grade reductions for cheating, plagiarism, and as otherwise permitted by policy.

## *Discipline Management Techniques*

- Detention, including outside regular school hours.
- Sending the student to the office, another assigned area, or to in-school suspension (ISS).
- Assignment of school duties, such as cleaning or picking up litter.
- Withdrawal of privileges, such as participation in extracurricular activities, eligibility for seeking and holding honorary offices, or membership in school-sponsored clubs and organizations.
- Penalties identified in student organizations' extracurricular standards of behavior.
- Restriction or revocation of district transportation privileges.
- School-assessed and school-administered probation.
- Out-of-school suspension, as specified in **Out-of-School Suspension** on page 17.
- Placement in a DAEP, as specified in **DAEP** on page 18.
- Expulsion and/or placement in an alternative educational setting, as specified in **Placement and/or Expulsion for Certain Offenses** on page 26.
- Expulsion, as specified in **Expulsion** on page 29.
- Referral to an outside agency or legal authority for criminal prosecution in addition to disciplinary measures imposed by the district.
- Other strategies and consequences as determined by school officials.

### **Prohibited Aversive Techniques**

Aversive techniques are prohibited for use with students and are defined as techniques or interventions intended to reduce the reoccurrence of a behavior by intentionally inflicting significant physical or emotional discomfort or pain. Aversive techniques include:

- Using techniques designed or likely to cause physical pain by electric shock or any procedure involving pressure points or joint locks.
- Directed release of noxious, toxic, or unpleasant spray, mist, or substance near a student's face.
- Denying adequate sleep, air, food, water, shelter, bedding, physical comfort, supervision, or access to a restroom facility.
- Ridiculing or demeaning a student in a manner that adversely affects or endangers the learning or mental health of the student or constitutes verbal abuse.
- Employing a device, material, or object that immobilizes all four of a student's extremities, including prone or supine floor restraint.
- Impairing the student's breathing, including applying pressure to the student's torso or neck or placing something in, on, or over the student's mouth or nose or covering the student's face.
- Restricting the student's circulation.
- Securing the student to a stationary object while the student is standing or sitting.
- Inhibiting, reducing, or hindering the student's ability to communicate.
- Using chemical restraints.

## *Discipline Management Techniques*

- Using time-out in a manner that prevents the student from being able to be involved in and progress appropriately in the required curriculum or any applicable individualized education program (IEP) goals, including isolating the student using physical barriers.
- Depriving the student of one or more of the student's senses, unless the technique does not cause the student discomfort or complies with the student's IEP or behavior intervention plan (BIP).

### **Notification**

The CBC shall promptly notify a student's parent by phone or in person of any violation that may result in in-school or out-of-school suspension, placement in a DAEP, placement in a JJAEP, or expulsion. The CBC shall also notify a student's parent if the student is taken into custody by a law enforcement officer under the disciplinary provisions of the Education Code.

A good-faith effort shall be made to provide written notice of the disciplinary action to the student, on the day the action was taken, for delivery to the student's parent. If the parent has not been reached by telephone or in person by 5:00 p.m. of the first business day after the day the disciplinary action was taken, the CBC shall send written notification by U.S. Mail. If the CBC is not able to provide notice to the parent, the principal or designee shall provide the notice.

Before the principal or appropriate administrator assigns a student under age 18 to detention outside regular school hours, notice shall be given to the student's parent to inform him or her of the reason for the detention and permit arrangements for necessary transportation.

### **Appeals**

Questions from parents regarding disciplinary measures should be addressed to the teacher, campus administration, or CBC, as appropriate. Appeals or complaints regarding the use of specific discipline management techniques should be addressed in accordance with policy FNG(LOCAL). A copy of the policy may be obtained from the principal's office, the CBC's office, or the central administration office or through Policy Online® at the following address: [LISD Policy ONLINE](#)

The district shall not delay a disciplinary consequence while a student or parent pursues a grievance. In the instance of a student who is accused of conduct that meets the definition of sexual harassment as defined by Title IX, the district will comply with applicable federal law, including the Title IX formal complaint process. See policies FFH(LEGAL) and (LOCAL).

**Removal from the School Bus**

A bus driver may refer a student to CBC's office to maintain effective discipline on the bus. The CBC must employ additional discipline management techniques, as appropriate, which can include restricting or revoking a student's bus riding privileges.

To transport students safely, the vehicle operator must focus on driving and not be distracted by student misbehavior. Therefore, when appropriate disciplinary management techniques fail to improve student behavior or when specific misconduct warrants immediate removal, the CBC may restrict or revoke a student's transportation privileges, in accordance with law.

### **Removal from the Regular Educational Setting**

In addition to other discipline management techniques, misconduct may result in removal from the regular educational setting in the form of a routine referral or a formal removal.

#### **Routine Referral**

A routine referral occurs when a teacher sends a student to the CBC's office as a discipline management technique. The CBC shall employ alternative discipline management techniques, including progressive interventions. A teacher or administrator may remove a student from class for behavior that violates this Code of Conduct to maintain effective discipline in the classroom.

#### **Formal Removal**

A teacher may initiate a formal removal from class if:

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

Within three school days of the formal removal, the CBC or appropriate administrator shall schedule a conference with the student's parent, the student, the teacher who removed the student from class, and any other appropriate administrator.

At the conference, the CBC or appropriate administrator shall inform the student of the alleged misconduct and the proposed consequences. The student shall have an opportunity to respond to the allegations.

When a student is removed from the regular classroom by a teacher and a conference is pending, the CBC or other administrator may place the student in:

- Another appropriate classroom.
- ISS.
- Out-of-school suspension.
- DAEP.

A teacher or administrator must remove a student from class if the student engages in behavior that under the Education Code requires or permits the student to be placed in a DAEP or expelled. When removing for those reasons, the procedures in the subsequent sections on DAEP or expulsion shall be followed.

#### **Returning a Student to the Classroom**

A student who has been formally removed from class by a teacher for conduct against the teacher containing the elements of assault, aggravated assault, sexual assault, or aggravated sexual assault may not be returned to the teacher's class without the teacher's consent.

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

## **Out-of-School Suspension**

### **Misconduct**

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

The district shall not use out-of-school suspension for students in grade 2 or below unless the conduct meets the requirements established in law.

A student below grade 3 or a student who is homeless shall not be placed in out-of-school suspension unless, while on school property or while attending a school-sponsored or school-related activity on or off school property, the student engages in:

- Conduct that contains the elements of a weapons offense, as provided in Penal Code sections 46.02 or 46.05;
- Conduct that contains the elements of assault, sexual assault, aggravated assault, or aggravated sexual assault, as provided by the Penal Code; or
- Selling, giving, or delivering to another person or possessing, using, or being under the influence of any amount of marijuana, an alcoholic beverage, or a controlled substance or dangerous drug as defined by federal or state law.

The district shall use a positive behavior program as a disciplinary alternative for students below grade 3 who commit general conduct violations instead of suspension or placement in a DAEP. The program shall meet the requirements of law.

### **Process**

State law allows a student to be suspended for no more than three school days per behavior violation, with no limit on the number of times a student may be suspended in a semester or school year.

Before being suspended a student shall have an informal conference with the CBC or appropriate administrator, who shall inform the student of the alleged misconduct and give the student an opportunity to respond to the allegation before the administrator makes a decision.

The CBC shall determine the number of days of a student's suspension, not to exceed three school days.

In deciding whether to order out-of-school suspension, the CBC shall take into consideration:

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

The appropriate administrator shall determine any restrictions on participation in school-sponsored or school-related extracurricular and cocurricular activities.

**Coursework During Suspension**

The district shall ensure a student receives access to coursework for foundation curriculum courses while the student is placed in in-school or out-of-school suspension, including at least one method of receiving this coursework that doesn't require the use of the internet.

A student removed from the regular classroom to ISS or another setting, other than a DAEP, will have an opportunity before the beginning of the next school year to complete each course the student was enrolled in at the time of removal. The district may provide the opportunity by any method available, including a correspondence course, another distance learning option, or summer school. The district will not charge the student for any method of completion provided by the district.

## *Disciplinary Alternative Education Program (DAEP) Placement*

### **Disciplinary Alternative Education Program (DAEP) Placement**

The DAEP shall be provided in a setting other than the student's regular classroom. An elementary school student may not be placed in a DAEP with a student who is not an elementary school student.

For purposes of DAEP, elementary classification shall be kindergarten–grade 5 and secondary classification shall be grades 6–12.

A student who is expelled for an offense that otherwise would have resulted in a DAEP placement does not have to be placed in a DAEP in addition to the expulsion.

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

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

### **Discretionary Placement: Misconduct That May Result in DAEP Placement**

A student may be placed in a DAEP for behaviors prohibited in the General Conduct Violations section of this Code of Conduct.

#### **Misconduct Identified in State Law**

In accordance with state law, a student **may** be placed in a DAEP for any of the following offenses:

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent.
- Involvement in a public school fraternity, sorority, or secret society, or gang including participating as a member or pledge, or soliciting another person to become a pledge or member of a public school fraternity, sorority, secret society, or gang. (See **glossary**.)
- Involvement in criminal street gang activity. (See **glossary**.)
- Any criminal mischief, including a felony.
- Assault (no bodily injury) with threat of imminent bodily injury.
- Assault by offensive or provocative physical contact.

In accordance with state law, a student **may** be placed in a DAEP if the superintendent or the superintendent's designee has reasonable belief (see **glossary**) that the student engaged in

## *Disciplinary Alternative Education Program (DAEP) Placement*

conduct punishable as a felony, other than aggravated robbery or those listed as offenses in Title 5 (see **glossary**) of the Penal Code, that occurs off school property and not at a school-sponsored or school-related event, if the student's presence in the regular classroom threatens the safety of other students or teachers or will be detrimental to the educational process.

The CBC **may** place a student in a DAEP for off-campus conduct for which DAEP placement is required by state law if the administrator does not have knowledge of the conduct before the first anniversary of the date the conduct occurred.

### **Mandatory Placement: Misconduct That Requires DAEP Placement**

A student **must** be placed in a DAEP if the student:

- Engages in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school. (See **glossary**.)
- Commits the following offenses on school property, within 300 feet of school property as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:
  - Engages in conduct punishable as a felony.
  - Commits an assault (see **glossary**) under Penal Code 22.01(a)(1).
  - Sells, gives, or delivers to another person or possesses, uses, or is under the influence of a controlled substance or dangerous drug in an amount not constituting a felony offense. (School-related felony drug offenses are addressed in **Expulsion** on page 29.) (See **glossary** for "under the influence", "controlled substance," and "dangerous drug.")
  - Sells, gives, or delivers to another person or possesses, uses, or is under the influence of marijuana or THC. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision.
  - Sells, gives, or delivers to another person an alcoholic beverage; commits a serious act or offense while under the influence of alcohol; or possesses, uses, or is under the influence of alcohol.
  - Behaves in a manner that contains the elements of an offense relating to abusable volatile chemicals.
  - Sells, gives, or delivers to another person or possesses or uses an e-cigarette.
  - Behaves in a manner that contains the elements of the offense of public lewdness or indecent exposure. (See **glossary**.)
  - Engages in conduct that contains the elements of an offense of harassment against an employee under Penal Code 42.07(a)(1), (2), (3), or (7).
- Engages in expellable conduct and is six to nine years of age.
- Commits a federal firearms violation and is younger than six years of age.
- Engages in conduct that contains the elements of the offense of retaliation against any school employee or volunteer on or off school property. (Committing retaliation in combination with another expellable offense is addressed in **Expulsion** on page 29.)
- Engages in conduct punishable as aggravated robbery or a felony listed under Title 5 (see **glossary**) of the Penal Code when the conduct occurs off school property and not at a school-sponsored or school-related event and:

## *Disciplinary Alternative Education Program (DAEP) Placement*

1. The student receives deferred prosecution (see **glossary**),
2. A court or jury finds that the student has engaged in delinquent conduct (see **glossary**), or
3. The superintendent or designee has a reasonable belief (see **glossary**) that the student engaged in the conduct.

### **Sexual Assault and Campus Assignments**

A student shall be transferred to another campus if:

- The student has been convicted of continuous sexual abuse of a young child or disabled individual or convicted of or placed on deferred adjudication for sexual assault or aggravated sexual assault against another student on the same campus; and
- The victim's parent or another person with the authority to act on behalf of the victim requests that the board transfer the offending student to another campus.

If there is no other campus in the district serving the grade level of the offending student, the offending student shall be transferred to a DAEP.

### **Process**

Removals to a DAEP shall be made by the CBC.

### **Conference**

When a student is removed from class for a DAEP offense, the CBC or appropriate administrator shall schedule a conference within three school days with the student's parent, the student, and, in the case of a teacher removal, the teacher.

At the conference, the CBC or appropriate administrator shall provide the student:

- Information, orally or in writing, of the reasons for the removal;
- An explanation of the basis for the removal; and
- An opportunity to respond to the reasons for the removal.

Following valid attempts to require attendance, the district may hold the conference and make a placement decision regardless of whether the student or the student's parents attend the conference.

### **Consideration of Mitigating Factors**

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

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

## *Disciplinary Alternative Education Program (DAEP) Placement*

### **Placement Order**

After the conference, if the student is placed in a DAEP, the CBC shall write a placement order. A copy of the DAEP placement order and information for the parent or person standing in parental relation to the student regarding the process for requesting a full individual and initial evaluation of the student for purposes of special education services shall be sent to the student and the student's parent.

Not later than the second business day after the conference, the board's designee shall deliver to the juvenile court a copy of the placement order and all information required by Section 52.04 of the Family Code.

If the student is placed in a DAEP and the length of placement is inconsistent with the guidelines included in this Code of Conduct, the placement order shall give notice of the inconsistency.

### **DAEP at Capacity**

If a DAEP is at capacity at the time the CBC is deciding placement for conduct related to marijuana, THC, an e-cigarette, alcohol, or an abusable volatile chemical, the student shall be placed in ISS then transferred to a DAEP for the remainder of the period if space becomes available before the expiration of the period of the placement.

If a DAEP is at capacity at the time the CBC is deciding placement for a student who engaged in violent conduct, a student placed in a DAEP for conduct related to marijuana, THC, an e-cigarette, alcohol, or an abusable volatile chemical may be placed in ISS to make a position in the DAEP available for the student who engaged in violent conduct. If a position becomes available in a DAEP before the expiration of the period of the placement for the student removed, the student shall be returned to a DAEP for the remainder of the period.

### **Coursework Notice**

The parent or guardian of a student placed in DAEP shall be given written notice of the student's opportunity to complete, at no cost to the student, a foundation curriculum course in which the student was enrolled at the time of removal and which is required for graduation. The notice shall include information regarding all methods available for completing the coursework.

### **Length of Placement**

The CBC shall determine the duration of a student's placement in a DAEP.

The duration of a student's placement shall be determined case by case based on the seriousness of the offense, the student's age and grade level, the frequency of misconduct, the student's attitude, and statutory requirements.

The maximum period of DAEP placement shall be one calendar year, except as provided below.

Unless otherwise specified in the placement order, days absent from a DAEP shall not count toward fulfilling the total number of days required in a student's DAEP placement order.

The district shall administer the required pre- and post-assessments for students assigned to DAEP for a period of 90 days or longer in accordance with established district administrative procedures for administering other diagnostic or benchmark assessments.

## *Disciplinary Alternative Education Program (DAEP) Placement*

### **Exceeds One Year**

Placement in a DAEP may exceed one year when a review by the district determines that the student is a threat to the safety of other students or to district employees.

The statutory limitations on the length of a DAEP placement do not apply to a placement resulting from the board's decision to place a student who engaged in the sexual assault of another student so that the students are not assigned to the same campus.

### **Exceeds School Year**

Students who are in a DAEP placement at the end of one school year may be required to continue that placement at the start of the next school year to complete the assigned term of placement.

For placement in a DAEP to extend beyond the end of the school year, the CBC or the board's designee must determine that:

1. The student's presence in the regular classroom or campus presents a danger of physical harm to the student or others, or
2. The student has engaged in serious or persistent misbehavior (see **glossary**) that violates the district's Code of Conduct.

### **Exceeds 60 Days**

For placement in a DAEP to extend beyond 60 days or the end of the next grading period, whichever is sooner, a student's parent shall be given notice and the opportunity to participate in a proceeding before the board or the board's designee.

### **Appeals**

Questions from parents regarding disciplinary measures should be addressed to the campus administration.

Student or parent appeals regarding a student's placement in a DAEP should be addressed in accordance with policy FNG(LOCAL). A copy of this policy may be obtained from the principal's office, the CBC's office, the central administration office, or through Policy Online® at the following address: [LISD Policy ONLINE](#)

*Appeals shall begin at Level One with the lowest level administrator who has the authority to remedy the alleged problem.*

The district shall not delay disciplinary consequences pending the outcome of an appeal. The decision to place a student in a DAEP cannot be appealed beyond the board.

### **Restrictions During Placement**

The district does not permit a student who is placed in a DAEP to participate in any school-sponsored or school-related extracurricular or cocurricular activity, including seeking or holding honorary positions and/or membership in school-sponsored clubs and organizations.

A student placed in a DAEP shall not be provided transportation unless he or she is a student with a disability who is entitled to transportation in accordance with the student's IEP or Section 504 plan.

For seniors who are eligible to graduate and are assigned to a DAEP at the time of graduation, the last day of placement in the program shall be the last instructional day, and the student shall

## *Disciplinary Alternative Education Program (DAEP) Placement*

be allowed to participate in the graduation ceremony and related graduation activities unless otherwise specified in the DAEP placement order.

### **Placement Review**

A student placed in a DAEP shall be provided a review of his or her status, including academic status, by the CBC or the board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall be given the opportunity to present arguments for the student's return to the regular classroom or campus. The student may not be returned to the classroom of a teacher who removed the student without that teacher's consent.

### **Additional Misconduct**

If during the term of placement in a DAEP the student engages in additional misconduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the CBC may enter an additional disciplinary order as a result of those proceedings.

### **Notice of Criminal Proceedings**

When a student is placed in a DAEP for certain offenses, the office of the prosecuting attorney shall notify the district if:

1. Prosecution of a student's case was refused for lack of prosecutorial merit or insufficient evidence, and no formal proceedings, deferred adjudication (see **glossary**), or deferred prosecution will be initiated, or
2. The court or jury found a student not guilty or made a finding that the student did not engage in delinquent conduct or conduct indicating a need for supervision, and the case was dismissed with prejudice.

If a student was placed in a DAEP for such conduct, on receiving the notice from the prosecutor, the superintendent or designee shall review the student's placement and schedule a review with the student's parent not later than the third day after the superintendent or designee receives notice from the prosecutor. The student may not be returned to the regular classroom pending the review.

After reviewing the notice and receiving information from the student's parent, the superintendent or designee may continue the student's placement if there is reason to believe that the presence of the student in the regular classroom threatens the safety of other students or teachers.

The student or the student's parent may appeal the superintendent's decision to the board. The student may not be returned to the regular classroom pending the appeal. In the case of an appeal, the board shall, at the next scheduled meeting, review the notice from the prosecutor and receive information from the student, the student's parent, and the superintendent or designee, and confirm or reverse the decision of the superintendent or designee. The board shall make a record of the proceedings.

If the board confirms the decision of the superintendent or designee, the student and the student's parent may appeal to the Commissioner of Education. The student may not be returned to the regular classroom pending the appeal.

## *Disciplinary Alternative Education Program (DAEP) Placement*

### **Withdrawal During Process**

When a student violates the district's Code of Conduct in a way that requires or permits the student to be placed in a DAEP and the student withdraws from the district before a placement order is completed, the CBC may complete the proceedings and issue a placement order. If the student then re-enrolls in the district during the same or a subsequent school year, the district may enforce the order at that time, less any period of the placement that has been served by the student during enrollment in another district. If the CBC or the board fails to issue a placement order after the student withdraws, the next district in which the student enrolls may complete the proceedings and issue a placement order.

### **Newly Enrolled Students**

The district shall continue the DAEP placement of a student who enrolls in the district and was assigned to a DAEP in an open-enrollment charter school or another district including a district in another state.

When a student enrolls in the district with a DAEP placement from a district in another state, the district has the right to place the student in DAEP to the same extent as any other newly enrolled student if the behavior committed is a reason for DAEP placement in the receiving district.

State law requires the district to reduce a placement imposed by a district in another state that exceeds one year so that the total placement does not exceed one year. After a review, however, the placement may be extended beyond a year if the district determines that the student is a threat to the safety of other students or employees or the extended placement is in the best interest of the student.

### **Emergency Placement Procedure**

When an emergency placement is necessary because the student's behavior is so unruly, disruptive, or abusive that it seriously interferes with classroom or school operations, the student shall be given oral notice of the reason for the action. Not later than the tenth day after the date of the placement, the student shall be given the appropriate conference required for assignment to a DAEP.

### **Transition Services**

In accordance with law and district procedures, campus staff shall provide transition services to a student returning to the regular classroom from an alternative education program, including a DAEP. See policy FOCA(LEGAL) for more information.

## **Placement and/or Expulsion for Certain Offenses**

This section includes two categories of offenses for which the Education Code provides unique procedures and specific consequences.

### **Registered Sex Offenders**

Upon receiving notification in accordance with state law that a student is currently required to register as a sex offender, the district must remove the student from the regular classroom and determine appropriate placement unless the court orders JJAEP placement.

If the student is under any form of court supervision, including probation, community supervision, or parole, the student shall be placed in either DAEP or JJAEP for at least one semester.

If the student is not under any form of court supervision, the student may be placed in DAEP or JJAEP for one semester or placed in a regular classroom. The student may not be placed in the regular classroom if the board or its designee determines that the student's presence:

1. Threatens the safety of other students or teachers,
2. Will be detrimental to the educational process, or
3. Is not in the best interests of the district's students.

### **Review Committee**

At the end of the first semester of a student's placement in an alternative educational setting and before the beginning of each school year for which the student remains in an alternative placement, the district shall convene a committee, in accordance with state law, to review the student's placement. The committee shall recommend whether the student should return to the regular classroom or remain in the placement. Absent a special finding, the board or its designee must follow the committee's recommendation.

The placement review of a student with a disability who receives special education services must be made by the ARD committee.

### **Newly Enrolled Students**

If a student enrolls in the district during a mandatory placement as a registered sex offender, the district may count any time already spent by the student in a placement or may require an additional semester in an alternative placement without conducting a review of the placement.

### **Appeal**

A student or the student's parent may appeal the placement by requesting a conference between the board or its designee, the student, and the student's parent. The conference is limited to the factual question of whether the student is required to register as a sex offender. Any decision of the board or its designee under this section is final and may not be appealed.

### **Certain Felonies**

Regardless of whether DAEP placement or expulsion is required or permitted by one of the reasons in the DAEP Placement or Expulsion sections, in accordance with Education Code 37.0081, a student may be expelled and placed in either DAEP or JJAEP if the board or CBC makes certain findings and the following circumstances exist in relation to aggravated robbery or a felony offense under Title 5 (see **glossary**) of the Penal Code. The student must have:

## *Placement and/or Expulsion for Certain Offenses*

- Received deferred prosecution for conduct defined as aggravated robbery or a Title 5 felony offense;
- Been found by a court or jury to have engaged in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense;
- Been charged with engaging in conduct defined as aggravated robbery or a Title 5 felony offense;
- Been referred to a juvenile court for allegedly engaging in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense; or
- Received probation or deferred adjudication or have been arrested for, charged with, or convicted of aggravated robbery or a Title 5 felony offense.

The district may expel the student and order placement under these circumstances regardless of:

1. The date on which the student's conduct occurred,
2. The location at which the conduct occurred,
3. Whether the conduct occurred while the student was enrolled in the district, or
4. Whether the student has successfully completed any court disposition requirements imposed in connection with the conduct.

### **Hearing and Required Findings**

The student must first have a hearing before the board or its designee, who must determine that in addition to the circumstances above that allow for the expulsion, the student's presence in the regular classroom:

1. Threatens the safety of other students or teachers,
2. Will be detrimental to the educational process, or
3. Is not in the best interest of the district's students.

Any decision of the board or the board's designee under this section is final and may not be appealed.

### **Length of Placement**

The student is subject to the placement until:

1. The student graduates from high school,
2. The charges are dismissed or reduced to a misdemeanor offense, or
3. The student completes the term of the placement or is assigned to another program.

### **Placement Review**

A student placed in a DAEP or JJAEP under this section is entitled to a review of his or her status, including academic status, by the CBC or board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall have the opportunity to present arguments for the student's return to the regular classroom or campus.

## *Placement and/or Expulsion for Certain Offenses*

### **Newly Enrolled Students**

A student who enrolls in the district before completing a placement under this section from another school district must complete the term of the placement.

## **Expulsion**

In deciding whether to order expulsion, regardless of whether the action is mandatory or discretionary, the CBC shall take into consideration:

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

### **Discretionary Expulsion: Misconduct That May Result in Expulsion**

Some of the following types of misconduct may result in mandatory placement in a DAEP, whether or not a student is expelled. (See **DAEP Placement** on page 18.)

#### **Any Location**

A student **may** be expelled for:

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent.
- Conduct that contains the elements of assault under Penal Code 22.01(a)(1) in retaliation against a school employee or volunteer.
- Criminal mischief, if punishable as a felony.
- Engaging in conduct that contains the elements of one of the following offenses against another student:
  - Aggravated assault.
  - Sexual assault.
  - Aggravated sexual assault.
  - Murder.
  - Capital murder.
  - Criminal attempt to commit murder or capital murder.
  - Aggravated robbery.
- Breach of computer security. (See **glossary**.)

**At School, Within 300 Feet, or at a School Event**

A student **may** be expelled for committing any of the following offenses on or within 300 feet of school property, as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:

- Selling, giving, or delivering to another person, or possessing, using, or being under the influence of any amount of marijuana, a controlled substance, or a dangerous drug, A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision. (See **glossary** for “under the influence.”)
- Selling, giving, or delivering another person, or possessing, using, or being under the influence of alcohol; or committing a serious act or offense while under the influence of alcohol.
- Engaging in conduct that contains the elements of an offense relating to abusable volatile chemicals.
- Engaging in conduct that contains the elements of assault under Penal Code 22.01(a)(1) against an employee or a volunteer.
- Engaging in deadly conduct. (See **glossary**.)

**Within 300 Feet of School**

A student **may** be expelled for engaging in the following conduct while within 300 feet of school property, as measured from any point on the school's real property boundary line:

- Aggravated assault, sexual assault, or aggravated sexual assault.
- Arson. (See **glossary**.)
- Murder, capital murder, or criminal attempt to commit murder or capital murder.
- Indecency with a child.
- Aggravated kidnapping.
- Manslaughter.
- Criminally negligent homicide.
- Aggravated robbery.
- Continuous sexual abuse of a young child or disabled individual.
- Felony controlled substance or dangerous drug offenses, not including THC.
- Unlawfully carrying on or about the student's person a handgun or a location-restricted knife, as these terms are defined by state law. (See **glossary**.)
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined by state law. (See **glossary**.)
- Possession of a firearm, as defined by federal law. (See **glossary**.)

**Property of Another District**

A student **may** be expelled for committing any offense that is a state-mandated expellable offense if the offense is committed on the property of another district in Texas or while the

student is attending a school-sponsored or school-related activity of a school in another district in Texas.

**While in a DAEP**

A student may be expelled for engaging in documented serious misbehavior that violates the district's Code of Conduct, despite documented behavioral interventions while placed in a DAEP. For purposes of discretionary expulsion from a DAEP, serious misbehavior means:

1. Deliberate violent behavior that poses a direct threat to the health or safety of others;
2. Extortion, meaning the gaining of money or other property by force or threat;
3. Conduct that constitutes coercion, as defined by Penal Code 1.07; or
4. Conduct that constitutes the offense of:
  - a. Public lewdness under Penal Code 21.07;
  - b. Indecent exposure under Penal Code 21.08;
  - c. Criminal mischief under Penal Code 28.03;
  - d. Hazing under Education Code 37.152; or
  - e. Harassment under Penal Code 42.07(a)(1) of a student or district employee.

**Mandatory Expulsion: Misconduct That Requires Expulsion**

A student **must** be expelled under federal or state law for any of the following offenses that occur on school property or while attending a school-sponsored or school-related activity on or off school property:

**Under Federal Law**

- Bringing to school or possessing at school, including any setting that is under the district's control or supervision for the purpose of a school activity, a firearm, as defined by federal law. (See **glossary**.)

**Note:** Mandatory expulsion under the federal Gun Free Schools Act does not apply to a firearm that is lawfully stored inside a locked vehicle or to firearms used in activities approved and authorized by the district when the district has adopted appropriate safeguards to ensure student safety.

**Under the Penal Code**

- Unlawfully carrying on or about the student's person the following, in the manner prohibited by Penal Code 46.02:
  - A handgun, defined by state law as any firearm designed, made, or adapted to be used with one hand. (See **glossary**.) *Note:* A student may not be expelled solely on the basis of the student's use, exhibition, or possession of a firearm that occurs at an approved target range facility that is not located on a school campus; while participating in or preparing for a school-sponsored, shooting sports competition or a shooting sports educational activity that is sponsored or supported by the Parks and Wildlife Department; or a shooting sports sanctioning organization working with the department. [See policy FNCG(LEGAL).]
  - A location-restricted knife, as defined by state law. (See **glossary**.)

- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined in state law. (See **glossary**.)
- Behaving in a manner that contains elements of the following offenses under the Penal Code:
  - Aggravated assault, sexual assault, or aggravated sexual assault.
  - Arson. (See **glossary**.)
  - Murder, capital murder, or criminal attempt to commit murder or capital murder.
  - Indecency with a child.
  - Aggravated kidnapping.
  - Aggravated robbery.
  - Manslaughter.
  - Criminally negligent homicide.
  - Continuous sexual abuse of a young child or disabled individual.
  - Behavior punishable as a felony that involves selling, giving, or delivering to another person or possessing, using, or being under the influence of a controlled substance or a dangerous drug.
- Engaging in retaliation against a school employee or volunteer combined with one of the above-listed mandatory expulsion offenses.

### Under Age Ten

When a student under the age of ten engages in behavior that is expellable behavior, the student shall not be expelled, but shall be placed in a DAEP. A student under age six shall not be placed in a DAEP unless the student commits a federal firearm offense.

### Process

If a student is believed to have committed an expellable offense, the CBC or other appropriate administrator shall schedule a hearing within a reasonable time. The student's parent shall be invited in writing to attend the hearing.

Until a hearing can be held, the CBC or other administrator may place the student in:

- Another appropriate classroom.
- ISS.
- Out-of-school suspension.
- DAEP.

### Hearing

A student facing expulsion shall be given a hearing with appropriate due process. The student is entitled to:

1. Representation by the student's parent or another adult who can provide guidance to the student and who is not an employee of the district,

2. An opportunity to testify and to present evidence and witnesses in the student's defense, and
3. An opportunity to question the witnesses called by the district at the hearing.

After providing notice to the student and parent of the hearing, the district may hold the hearing regardless of whether the student or the student's parent attends.

The board of trustees delegates to the CBC authority to conduct hearings and expel students.

#### **Board Review of Expulsion**

After the due process hearing, the expelled student may request that the board review the expulsion decisions. The student or parent must submit a written request to the superintendent within seven days after receipt of the written decision. The superintendent must provide the student or parent written notice of the date, time, and place of the meeting at which the board will review the decision.

The board shall review the record of the expulsion hearing in a closed meeting unless the parent requests in writing that the matter be held in an open meeting. The board may also hear a statement from the student or parent and from the board's designee.

The board shall consider and base its decision on evidence reflected in the record and any statements made by the parties at the review. The board shall make and communicate its decision orally at the conclusion of the presentation. Consequences shall not be deferred pending the outcome of the hearing.

#### **Expulsion Order**

Before ordering the expulsion, the board or CBC shall take into consideration:

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

If the student is expelled, the board or its designee shall deliver to the student and the student's parent a copy of the order expelling the student.

Not later than the second business day after the hearing, the CBC shall deliver to the juvenile court a copy of the expulsion order and the information required by Section 52.04 of the Family Code.

If the length of the expulsion is inconsistent with the guidelines included in the Code of Conduct, the expulsion order shall give notice of the inconsistency.

### **Length of Expulsion**

The length of an expulsion shall be based on the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, and statutory requirements.

The duration of a student's expulsion shall be determined on a case-by-case basis. The maximum period of expulsion is one calendar year, except as provided below.

An expulsion may not exceed one year unless, after review, the district determines that:

1. The student is a threat to the safety of other students or to district employees, or
2. Extended expulsion is in the best interest of the student.

State and federal law require a student to be expelled from the regular classroom for a period of at least one calendar year for bringing a firearm, as defined by federal law, to school. However, the superintendent may modify the length of the expulsion on a case-by-case basis.

Students who commit offenses that require expulsion at the end of one school year may be expelled into the next school year to complete the term of expulsion.

### **Withdrawal During Process**

When a student's conduct requires or permits expulsion from the district and the student withdraws from the district before the expulsion hearing takes place, the district may conduct the hearing after sending written notice to the parent and student.

If the student then re-enrolls in the district during the same or subsequent school year, the district may enforce the expulsion order at that time, less any expulsion period that has been served by the student during enrollment in another district.

If the CBC or the board fails to issue an expulsion order after the student withdraws, the next district in which the student enrolls may complete the proceedings.

### **Additional Misconduct**

If during the expulsion, the student engages in additional conduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the CBC or the board may issue an additional disciplinary order as a result of those proceedings.

### **Restrictions During Expulsion**

Expelled students are prohibited from being on school grounds or attending school-sponsored or school-related activities during the period of expulsion.

No district academic credit shall be earned for work missed during the period of expulsion unless the student is enrolled in a JJAEP or another district-approved program.

### **Newly Enrolled Students**

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

If a student expelled in another state enrolls in the district, the district may continue the expulsion under the terms of the expulsion order, may place the student in a DAEP for the period specified in the order, or may allow the student to attend regular classes if:

1. The out-of-state district provides the district with a copy of the expulsion order, and
2. The offense resulting in the expulsion is also an expellable offense in the district in which the student is enrolling.

If a student is expelled by a district in another state for a period that exceeds one year and the district continues the expulsion or places the student in a DAEP, the district shall reduce the period of the expulsion or DAEP placement so that the entire period does not exceed one year, unless after a review it is determined that:

1. The student is a threat to the safety of other students or district employees, or
2. Extended placement is in the best interest of the student.

### **Emergency Expulsion Procedures**

When an emergency expulsion is necessary to protect persons or property from imminent harm, the student shall be given verbal notice of the reason for the action. Within ten days after the date of the emergency expulsion, the student shall be given appropriate due process required for a student facing expulsion.

### **DAEP Placement of Expelled Students**

The district may provide educational services to any expelled student in a DAEP; however, educational services in the DAEP must be provided if the student is less than ten years of age.

### **Transition Services**

In accordance with law and district procedures, campus staff shall provide transition services for a student returning to the regular classroom from placement in an alternative education program, including a DAEP or JJAEP. See policies FOCA(LEGAL) and FODA(LEGAL) for more information.

## Glossary

**Abuse** is improper or excessive use.

**Aggravated robbery** is defined in part by Penal Code 29.03(a) as when a person commits robbery and:

1. Causes serious bodily injury to another;
2. Uses or exhibits a deadly weapon; or
3. Causes bodily injury to another person or threatens or places another person in fear of imminent bodily injury or death, if the other person is:
  - a. 65 years of age or older, or
  - b. A disabled person.

**Armor-piercing ammunition** is defined by Penal Code 46.01 as handgun ammunition used in pistols and revolvers and designed primarily for the purpose of penetrating metal or body armor.

**Arson** is defined in part by Penal Code 28.02 as a crime that involves:

1. Starting a fire or causing an explosion with intent to destroy or damage:
  - a. Any vegetation, fence, or structure on open-space land; or
  - b. Any building, habitation, or vehicle:
    - (1) Knowing that it is within the limits of an incorporated city or town,
    - (2) Knowing that it is insured against damage or destruction,
    - (3) Knowing that it is subject to a mortgage or other security interest,
    - (4) Knowing that it is located on property belonging to another,
    - (5) Knowing that it has located within it property belonging to another, or
    - (6) When the person starting the fire is reckless about whether the burning or explosion will endanger the life of some individual or the safety of the property of another.
2. Recklessly starting a fire or causing an explosion while manufacturing or attempting to manufacture a controlled substance if the fire or explosion damages any building, habitation, or vehicle; or
3. Intentionally starting a fire or causing an explosion and in so doing:
  - a. Recklessly damaging or destroying a building belonging to another, or
  - b. Recklessly causing another person to suffer bodily injury or death.

**Assault** is defined in part by Penal Code 22.01 as intentionally, knowingly, or recklessly causing bodily injury to another; intentionally or knowingly threatening another with imminent bodily injury; or intentionally or knowingly causing physical contact with another that can reasonably be regarded as offensive or provocative.

**Breach of computer security** includes knowingly accessing a computer, computer network, or computer system without the effective consent of the owner as defined in Penal Code 33.02, if the conduct involves accessing a computer, computer network, or computer system owned by or operated on behalf of a school district and the student knowingly alters, damages, or deletes

school district property or information or commits a breach of any other computer, computer network, or computer system.

**Bullying** is defined as a single significant act or a pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves engaging in written or verbal expression, expression through electronic means, or physical conduct that:

1. Has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or damage to the student's property;
2. Is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student;
3. Materially and substantially disrupts the educational process or the orderly operation of a classroom or school; or
4. Infringes on the rights of the victim at school.

Bullying includes cyberbullying. (See below.) This state law on bullying prevention applies to:

1. Bullying that occurs on or is delivered to school property or to the site of a school-sponsored or school-related activity on or off school property;
2. Bullying that occurs on a publicly or privately owned school bus or vehicle being used for transportation of students to or from school or a school-sponsored or school-related activity; and
3. Cyberbullying that occurs off school property or outside of a school-sponsored or school-related activity if the cyberbullying interferes with a student's educational opportunities or substantially disrupts the orderly operation of a classroom, school, or school-sponsored or school-related activity.

**Chemical dispensing device** is defined by Penal Code 46.01 as a device designed, made, or adapted for the purpose of dispensing a substance capable of causing an adverse psychological or physiological effect on a human being. A small chemical dispenser sold commercially for personal protection is not in this category.

**Club** is defined by Penal Code 46.01 as an instrument, specially designed, made, or adapted for the purpose of inflicting serious bodily injury or death by striking a person with the instrument, and includes but is not limited to a blackjack, nightstick, mace, and tomahawk.

**Controlled substance** means a substance, including a drug, an adulterant, and a dilutant, listed in Schedules I through V or Penalty Group 1, 1-A, 1-B, 2, 2-A, 3, or 4 of the Texas Controlled Substances Act. The term includes the aggregate weight of any mixture, solution, or other substance containing a controlled substance. The term does not include hemp, as defined by Agriculture Code 121.001, or the tetrahydrocannabinols (THC) in hemp.

**Criminal street gang** is defined by Penal Code 71.01 as three or more persons having a common identifying sign or symbol or an identifiable leadership who continuously or regularly associate in the commission of criminal activities.

**Cyberbullying** is defined by Education Code 37.0832 as bullying that is done through the use of any electronic communication device, including through the use of a cellular or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an internet website, or any other internet-based communication tool.

**Dangerous drug** is defined by Health and Safety Code 483.001 as a device or a drug that is unsafe for self-medication and that is not included in Schedules I through V or Penalty Groups 1 through 4 of the Texas Controlled Substances Act. The term includes a device or drug that federal law prohibits dispensing without prescription or restricts to use by or on the order of a licensed veterinarian.

**Dating violence** occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control another person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense, as defined by Section 71.0021 of the Family Code.

**Deadly conduct** under Penal Code 22.05 occurs when a person recklessly engages in conduct that places another in imminent danger of serious bodily injury, such as knowingly discharging a firearm in the direction of an individual, habitation, building, or vehicle.

**Deferred adjudication** is an alternative to seeking a conviction in court that may be offered to a juvenile for delinquent conduct or conduct indicating a need for supervision.

**Deferred prosecution** may be offered to a juvenile as an alternative to seeking a conviction in court for delinquent conduct or conduct indicating a need for supervision.

**Delinquent conduct** is conduct that violates either state or federal law and is punishable by imprisonment or confinement in jail. It includes conduct that violates certain juvenile court orders, including probation orders, but does not include violations of traffic laws.

**Discretionary** means that something is left to or regulated by a local decision maker.

**E-cigarette** means an electronic cigarette or any other device that simulates smoking by using a mechanical heating element, battery, or electronic circuit to deliver nicotine or other substances to the individual inhaling from the device or a consumable liquid solution or other material aerosolized or vaporized during the use of an electronic cigarette or other device described by this provision. The term includes any device that is manufactured, distributed, or sold as an e-cigarette, e-cigar, or e-pipe or under another product name or description and a component, part, or accessory for the device, regardless of whether the component, part, or accessory is sold separately from the device.

**Explosive weapon** is defined by Penal Code 46.01 as any explosive or incendiary bomb, grenade, rocket, or mine and its delivery mechanism that is designed, made, or adapted for the purpose of inflicting serious bodily injury, death, or substantial property damage, or for the principal purpose of causing such a loud report as to cause undue public alarm or terror.

**False alarm or report** under Penal Code 42.06 occurs when a person knowingly initiates, communicates, or circulates a report of a present, past, or future bombing, fire, offense, or other emergency that he or she knows is false or baseless and that would ordinarily:

1. Cause action by an official or volunteer agency organized to deal with emergencies;
2. Place a person in fear of imminent serious bodily injury; or
3. Prevent or interrupt the occupation of a building, room, or place of assembly.

**Firearm** is defined by federal law (18 U.S.C. 921(a)) as:

1. Any weapon (including a starter gun) that will, is designed to, or may readily be converted to expel a projectile by the action of an explosive;
2. The frame or receiver of any such weapon;
3. Any firearm muffler or firearm silencer, defined as any device for silencing, muffling, or diminishing the report of a portable firearm; or
4. Any destructive device, such as any explosive, incendiary or poison gas bomb, or grenade.

Such term does not include an antique firearm.

**Graffiti** includes markings with paint, an indelible pen or marker, or an etching or engraving device on tangible property without the effective consent of the owner. The markings may include inscriptions, slogans, drawings, or paintings.

**Handgun** is defined by Penal Code 46.01 as any firearm that is designed, made, or adapted to be fired with one hand.

**Harassment** includes:

1. Conduct that meets the definition established in district policies DIA(LOCAL) and FFH(LOCAL);
2. Conduct that threatens to cause harm or bodily injury to another person, including a district student, employee, board member, or volunteer; is sexually intimidating; causes physical damage to the property of another student; subjects another student to physical confinement or restraint; or maliciously and substantially harms another student's physical or emotional health or safety, as defined in Education Code 37.001(b)(2); or
3. Conduct that is punishable as a crime under Penal Code 42.07, including the following types of conduct if carried out with the intent to harass, annoy, alarm, abuse, torment, or embarrass another:
  - a. Initiating communication and, in the course of the communication, making a comment, request, suggestion, or proposal that is obscene, as defined by law;
  - b. Threatening, in a manner reasonably likely to alarm the person receiving the threat, to inflict bodily injury on the person or to commit a felony against the person, a member of the person's family or household, or the person's property;
  - c. Conveying, in a manner reasonably likely to alarm the person receiving the report, a false report, which is known by the conveyor to be false, that another person has suffered death or serious bodily injury;
  - d. Causing the telephone of another to ring repeatedly or making repeated telephone communications anonymously or in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another;
  - e. Making a telephone call and intentionally failing to hang up or disengage the connection;
  - f. Knowingly permitting a telephone under the person's control to be used by another to commit an offense under this section;
  - g. Sending repeated electronic communications in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another;

- h. Publishing on an internet website, including a social media platform, repeated electronic communications in a manner reasonably likely to cause emotional distress, abuse, or torment to another person, unless the communications are made in connection with a matter of public concern, as defined by law; or
- i. Making obscene, intimidating, or threatening telephone calls or other electronic communications from a temporary or disposable telephone number provided by an internet application or other technological means.

**Hazing** is defined by Education Code 37.151 as an intentional, knowing, or reckless act, on or off campus, by one person alone or acting with others, directed against a student for the purpose of pledging, initiation into, affiliation with, holding office in, or maintaining membership in a student organization if the act meets the elements in Education Code 37.151, including:

1. Any type of physical brutality;
2. An activity that subjects the student to an unreasonable risk of harm or that adversely affects the student's mental or physical health, such as sleep deprivation, exposure to the elements, confinement to small spaces, calisthenics, or consumption of food, liquids, drugs, or other substances;
3. An activity that induces, causes, or requires the student to perform a duty or task that violates the Penal Code; or
4. Coercing a student to consume a drug or alcoholic beverage in an amount that would lead a reasonable person to believe the student is intoxicated. **Hit list** is defined in Education Code 37.001(b)(3) as a list of people targeted to be harmed, using a firearm, a knife, or any other object to be used with intent to cause bodily harm.

**Improvised explosive device** is defined by Penal Code 46.01 as a completed and operational bomb designed to cause serious bodily injury, death, or substantial property damage that is fabricated in an improvised manner using nonmilitary components.

**Indecent exposure** is defined by Penal Code 21.08 as an offense that occurs when a person exposes the person's anus or any part of the person's genitals with intent to arouse or gratify the sexual desire of any person and is reckless about whether another is present who will be offended or alarmed by the act.

**Intimate visual material** is defined by Civil Practices and Remedies Code 98B.001 and Penal Code 21.16 as visual material that depicts a person with the person's intimate parts exposed or engaged in sexual conduct. "Visual material" means any film, photograph, video tape, negative, or slide of any photographic reproduction or any other physical medium that allows an image to be displayed on a computer or other video screen and any image transmitted to a computer or other video screen.

**Location-restricted knife** is defined by Penal Code 46.01 as a knife with a blade over five and one-half inches.

**Knuckles** means any instrument consisting of finger rings or guards made of a hard substance and designed or adapted for inflicting serious bodily injury or death by striking a person with a fist enclosed in the knuckles.

**Look-alike weapon** means an item that resembles a weapon but is not intended to be used to cause serious bodily injury.

**Machine gun** as defined by Penal Code 46.01 is any firearm that is capable of shooting more than two shots automatically, without manual reloading, by a single function of the trigger.

**Mandatory** means that something is obligatory or required because of an authority.

**Paraphernalia** are devices that can be used for inhaling, ingesting, injecting, or otherwise introducing a controlled substance into a human body.

**Possession** means to have an item on one's person or in one's personal property, including, but not limited to:

1. Clothing, purse, or backpack;
2. A private vehicle used for transportation to or from school or school-related activities, including, but not limited to, an automobile, truck, motorcycle, or bicycle;
3. Telecommunications or electronic devices; or
4. Any school property used by the student, including, but not limited to, a locker or desk.

**Prohibited weapon** under Penal Code 46.05(a) means:

1. The following items, unless registered with the U.S. Bureau of Alcohol, Tobacco, Firearms, and Explosives or otherwise not subject to that registration requirement or unless the item is classified as a curio or relic by the U.S. Department of Justice: An explosive weapon;
  - a. A machine gun;
  - b. A short-barrel firearm;
2. Armor-piercing ammunition;
3. A chemical dispensing device;
4. A zip gun;
5. A tire deflation device; or
6. An improvised explosive device.

**Public Lewdness** is defined by Penal Code 21.07 as an offense that occurs when a person knowingly engages in an act of sexual intercourse, deviate sexual intercourse, or sexual contact in a public place or, if not in a public place, when the person is reckless about whether another is present who will be offended or alarmed by the act.

**Public school fraternity, sorority, secret society, or gang** means an organization composed wholly or in part of students that seeks to perpetuate itself by taking additional members from the students enrolled in school based on a decision of its membership rather than on the free choice of a qualified student. Educational organizations listed in Education Code 37.121(d) are excepted from this definition.

**Reasonable belief** is that which an ordinary person of average intelligence and sound mind would believe. Chapter 37 requires certain disciplinary decisions when the superintendent or designee has a reasonable belief that a student engaged in conduct punishable as a felony offense. In forming such a reasonable belief, the superintendent or designee may use all available information and must consider the information furnished in the notice of a student's arrest under Code of Criminal Procedure Article 15.27.

**Self-defense** is the use of force against another to the degree a person reasonably believes is immediately necessary to protect himself or herself.

**Serious misbehavior** means:

1. Deliberate violent behavior that poses a direct threat to the health or safety of others;
2. Extortion, meaning the gaining of money or other property by force or threat;
3. Conduct that constitutes coercion, as defined by Section 1.07, Penal Code; or
4. Conduct that constitutes the offense of:
  - a. Public lewdness under Penal Code 21.07;
  - b. Indecent exposure under Penal Code 21.08;
  - c. Criminal mischief under Penal Code 28.03;
  - d. Hazing under Education Code 37.152; or
  - e. Harassment under Penal Code 42.07(a)(1) of a student or district employee.

**Serious or persistent misbehavior** includes, but is not limited to:

- Behavior that is grounds for permissible expulsion or mandatory DAEP placement.
- Behavior identified by the district as grounds for discretionary DAEP placement.
- Actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Refusal to attempt or complete schoolwork as assigned.
- Insubordination.
- Profanity, vulgar language, or obscene gestures.
- Leaving school grounds without permission.
- Falsification of records, passes, or other school-related documents.
- Refusal to accept discipline assigned by the teacher or principal.

**Short-barrel firearm** is defined by Penal Code 46.01 as a rifle with a barrel length of less than 16 inches or a shotgun with a barrel length of less than 18 inches, or any weapon made from a rifle or shotgun that, as altered, has an overall length of less than 26 inches.

**Terroristic threat** is defined by Penal Code 22.07 as a threat of violence to any person or property with intent to:

1. Cause a reaction of any type by an official or volunteer agency organized to deal with emergencies;
2. Place any person in fear of imminent serious bodily injury;
3. Prevent or interrupt the occupation or use of a building; room, place of assembly, or place to which the public has access; place of employment or occupation; aircraft, automobile, or other form of conveyance; or other public place;
4. Cause impairment or interruption of public communications; public transportation; public water, gas, or power supply; or other public service;
5. Place the public or a substantial group of the public in fear of serious bodily injury; or
6. Influence the conduct or activities of a branch or agency of the federal government, the state, or a political subdivision of the state (including the district).

**Tire deflation device** is defined in part by Penal Code 46.01 as a device, including a caltrop or spike strip, that, when driven over, impedes or stops the movement of a wheeled vehicle by puncturing one or more of the vehicle's tires.

**Title 5 felonies** are those crimes listed in Title 5 of the Penal Code that typically involve injury to a person and may include:

- Murder, manslaughter, or homicide under Sections 19.02–.05;
- Kidnapping under Section 20.03;
- Trafficking of persons under Section 20A.02;
- Smuggling or continuous smuggling of persons under Sections 20.05–.06;
- Assault under Section 22.01;
- Aggravated assault under Section 22.02;
- Sexual assault under Section 22.011;
- Aggravated sexual assault under Section 22.021;
- Unlawful restraint under Section 20.02;
- Continuous sexual abuse of a young child or disabled individual under Section 21.02;
- Bestiality under Section 21.09;
- Improper relationship between educator and student under Section 21.12;
- Voyeurism under Section 21.17;
- Indecency with a child under Section 21.11;
- Invasive visual recording under Section 21.15;
- Disclosure or promotion of intimate visual material under Section 21.16;
- Sexual coercion under Section 21.18;
- Injury to a child, an elderly person, or a disabled person of any age under Section 22.04;
- Abandoning or endangering a child under Section 22.041;
- Deadly conduct under Section 22.05;
- Terroristic threat under Section 22.07;
- Aiding a person to commit suicide under Section 22.08; and
- Tampering with a consumer product under Section 22.09.

**Under the influence** means lacking the normal use of mental or physical faculties. Impairment of a person's physical or mental faculties may be evidenced by a pattern of abnormal or erratic behavior, the presence of physical symptoms of drug or alcohol use, or by admission. A student "under the in-fluence" need not be legally intoxicated to trigger disciplinary action.

**Use** means voluntarily introducing into one's body, by any means, a prohibited substance.

**Zip gun** is defined by Penal Code 46.01 as a device or combination of devices that was not originally a firearm and is adapted to expel a projectile through a smooth-bore or rifled-bore barrel by using the energy generated by an explosion or burning substance.

# Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item:

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AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION:

DEPARTMENT:

## DISTRICT GOAL(S) ALIGNMENT:

1. Create innovative opportunities for ALL students to prepare for success beyond graduation.
2. Every campus will have an A rating by 2028 through exemplary teaching and student-centered learning.
3. Cultivate an environment where our employees choose Lockhart Independent School District.

AGENDA TITLE:

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BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

AGREEMENT BETWEEN  
LOCKHART INDEPENDENT SCHOOL DISTRICT &  
COMMUNITIES IN SCHOOLS of CENTRAL TEXAS

This AGREEMENT for services is entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Lockhart ISD and Communities In Schools of Central Texas, a non-profit corporation.

Lockhart ISD (ISD) desires to engage Communities In Schools of Central Texas (CIS) to render certain social services within the ISD and CIS desires to perform certain social services within the ISD.

I. Scope of Services

**CIS will provide to the ISD during the term of the contract the following:**

1. **Campus Staff.** CIS will provide each designated campus with a full-time social service professional (i.e., Program Manager). CIS may provide, as available, additional staff, such as, AmeriCorps members, caseworkers, university interns, and volunteer tutors and mentors. CIS will assign a Program Manager chosen with the input of the appropriate school principal (or designee) to the following ISD (5) campuses: Alma Brewer Strawn Elementary, Bluebonnet Elementary, Lockhart Junior High School, and Lockhart High School, and Plum Creek Elementary.
2. **Supervision of Campus Staff.** CIS administrative staff will be responsible for the supervision of CIS staff, interns and volunteers serving each campus. Issues regarding the performance of CIS staff, interns and volunteers will be handled by the CIS administration with input from campus principal.
3. **Campus Service Delivery Plans.** The CIS Program Manager and ISD campus staff will jointly develop a program plan that describes the needs of students, services and school to be provided by CIS on each campus. This program plan will be updated each year and can be included as part of the Campus Improvement Plan.
4. **CIS Services.** As outlined in the campus service plans, CIS will provide an array of social services to assist students who have high absenteeism, poor academic performance, or who demonstrate delinquent conduct and social service needs. CIS services may include:
  - assistance in identifying students who need support services to improve their attendance, achievement or behavior;
  - involvement in campus student assistance programs, work groups, etc. as assigned by the appropriate school administrator;
  - assistance in developing and monitoring student support service plans;
  - individual, group and family counseling;
  - crisis intervention, mediation, de-escalation services
  - case management, monitoring, and related support and follow-up services;
  - parental involvement activities, such as: parent training sessions, home visits, student/parent activities, parent conferences;
  - referrals to other agencies and assistance in connecting the school with services provided by other community resources;
  - enrichment activities, such as, field trips, after school clubs, attendance incentives;
  - pre-employment skills training, such as, career days and school-to-career activities;
  - student advocacy;
  - support of school-wide activities
  - summer programming
  - special programs on select campus, (e.g. XY Zone, Pebble Project, AmeriCorps);
  - other program or services as deemed appropriate and jointly agreed upon by CIS and ISD.

5. Reporting to ISD. CIS will provide campus and district wide reports within sixty (60) days of the end of the summer semester. These reports will indicate the number of students receiving services described in each campus program plan, demographic information of students served, and information about the behavior, attendance, and academic achievement of the students served.
6. CIS will abide by all applicable federal, state and local laws and regulations.
7. CIS may request to move or leave a specific ISD campus due to a significant loss of funding from ISD or non-ISD sources, a significant change in demographics or decline in the percentage of students considered at-risk on a specific ISD campus, or other persistent factors that negatively impact CIS' ability to effectively deliver services.

**The ISD will provide to CIS at each service location during the term of the contract the following:**

1. Adequate confidential space to house the CIS staff and program. 784 minimum Elementary School square feet and 1024 minimum secondary school square feet.
2. CIS staff will be considered to be performing an institutional service or function of the ISD for which it would otherwise use ISD employees at all times CIS is performing its duties under this Agreement. CIS will be permitted access to personally identifiable information subject to FERPA (20 U.S.C. § 1232g). CIS agrees to be under the direct control of the ISD and to be bound by the requirements of 34 C.F.R. 99.33 in reviewing and disclosing any personally identifiable student information.
3. Use of campus copier
4. Phone line and internet access
5. Input regarding CIS personnel who are stationed on the campus(s)
6. Assistance to CIS in collecting data on student attendance, behavior and achievement as necessary to complete reports required in this Agreement. Attached Exhibit A Data Collection Elements
7. Inclusion of CIS in the District Improvement Plan and Campus Improvement Plan(s)

II. Time of Performance

This AGREEMENT shall be for a term of twelve months, commencing on September 1, 2023 and continuing through August 31, 2024.

III. Compensation and Method of Payment

For consideration for the services to be performed by CIS under this AGREEMENT, the ISD shall pay to CIS \$ 225,000. Payment of \$112,500 shall be due and payable upon the execution of this Agreement. Balance of \$112,500 shall be due and payable on February 1, 2024.

IV. Additional Terms

1. Termination for Cause. Either party may terminate this Agreement if the other party is in breach of this Agreement. If a party ("First Party") believes the other party ("Second Party") is in breach of this Agreement, the First Party shall notify the Second Party in writing of the breach and the Second Party shall have thirty (30) days to cure the breach. If the breach is not cured within the thirty (30) day period, the First Party may terminate this Agreement after providing five (5) days written notice. Provided, however, that nothing herein shall preclude either party from immediately terminating this Agreement to avoid an immediate threat to public health or safety, or for grounds otherwise permitted in this Agreement.

2. Termination for Convenience. ISD may terminate this Agreement without cause by giving thirty (30) days notice of termination to CIS. CIS shall continue to provide services during such thirty day period unless a shorter period is agreed to by both parties. CIS shall be paid for all services performed until the earlier of the date of termination or the date upon which CIS ceases performance of the contract by mutual agreement. Compensation for services shall be at a daily rate of 1/365<sup>th</sup> of the total compensation listed in Article III. In the event CIS has been paid for services not performed, CIS shall return such unearned payments at a daily rate of 1/365<sup>th</sup> of the total compensation listed in Article III within 30 days following the date of termination.

3. ISD Not Liable. ISD shall not be liable to CIS or its employees, agents, invitees, licensees or visitors, or to any other person for injury to person or damage to property on or about ISD premises caused by any act or omission of CIS, its agents, servants or employees, or of any other person entering upon ISD premises under express or implied invitation by CIS.

4. CIS Not Liable. CIS shall not be liable to ISD or its employees, agents, invitees, licenses or visitors, or to any other person for injury to person or damage to property on or about ISD premises caused by any act or omission of ISD, its agents, servants or employees, or of any other person entering upon ISD premises under express or implied invitation by ISD.

5. Access. CIS may be issued keys to buildings as required for CIS to carry out the terms of this Agreement. If CIS is not issued keys, then ISD personnel must be present to open and close buildings for CIS.

6. CIS's Indemnity. To the extent permitted by law, CIS agrees to indemnify, defend and hold ISD harmless from and against any claims by CIS, its clients, employees, or agents, or causes of action for death or injury to persons, or loss or damage to property arising out of or caused by CIS's maintenance, use, or operation of ISD premises. Such duty to indemnify shall apply without regard to whether the claim shall arise from the negligence of CIS, ISD, or any combination thereof.

7. Representations and Warranties. CIS represents that is a non-profit corporation organized, validly existing, and in good standing under the laws of the State of Texas, and has the power and authority to enter into this Agreement and to fulfill the duties of this Agreement. CIS has obtained all necessary approvals to execute this Agreement and to fulfill the duties specified. This Agreement, as of the Effective Date, will constitute a valid and binding Agreement of CIS, enforceable against CIS in accordance with the terms of this Agreement.

8. Assignment. Neither party shall assign its rights under this Agreement, without the prior written consent of the other party.

9. Notices. Any payment, notice or document required or permitted to be delivered under this Agreement shall be in writing and shall be deemed to be delivered (whether or not actually received) when deposited in the United States mail, with postage prepaid, by certified or registered mail, return receipt requested, addressed to the parties at the respective addresses set out below, or to any other address within the United States as any party may hereafter specify by written notice delivered to the other parties hereto:

To:	Lockhart Independent School District 419 Bois D'Arc Lockhart, TX 78644
Attn:	Stephaine Camarillo, Deputy Superintendent
To:	Communities In Schools of Central Texas 3000 S. IH-35. Ste 200 Austin, TX 78704
Attn:	Sharon Vigil, Chief Executive Officer

10. Invalid Provisions. If any provision of the Agreement is held to be illegal, invalid, or unenforceable under present or future laws, that provision shall be fully severable, and this Agreement shall be construed as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect.

11. Entire Agreement. This Agreement, together with any Program and Space Use Plans, embodies the entire agreement and understanding between the parties relating to the After-school Program Services and may not be amended, waived or discharged except by an instrument in writing executed by both ISD and CIS. All prior statements, representations, and negotiations regarding the subject matter of this Agreement are deemed to have been integrated herein.

12. Governing Law and Venue. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. This Agreement shall not be construed more or less favorably with respect to either party.

13. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors, and permitted assigns.

14. No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement, and only ISD and CIS have the right and standing to bring suit to enforce this Agreement.

15. Waiver. The provisions of this Agreement may be waived only by the written agreement of the parties. Delay or omission by either party to exercise any remedy or right accruing on default or breach of the other party does not alter or impair any remedy or right under this Agreement.

16. Relationship of Parties. ISD and CIS agree that this agreement shall create an independent contractor relationship only, and that nothing herein may be construed as creating any general or limited partnership, corporation, joint venture, or other jointly owned or operated business entity of any description.

17. Employees of Parties. Each party shall be solely responsible for hiring, training, supervising, and compensating their respective employees. No employee of either party shall, by reason on this contract, be considered an employee of the other party, as jointly employed, or otherwise eligible for any benefits of employment by the other party.

.1 The parties recognize that employees of CIS may, from time to time, be required to comply with directives from ISD's campus Principal or other administrative personnel. ISD and CIS expressly agree that neither will assert that an employee of the other was at any time acting as a borrowed servant, except pursuant to a separate, written agreement granting to a party a general right of control over an employee of the other party.

.2 Nothing herein may be construed as an attempt by either party to waive or in any restrict the application of any common law or statutory immunity available to CIS's employees as professional school employees or school district volunteers.

18. Information Regarding Children with Disabilities. CIS agrees that it will, to the maximum extent permitted by law, share information with ISD regarding children who are eligible or potentially eligible for ISD services pursuant to the Individuals with Disabilities Education Act (20 U.S.C. §§ 1400, et seq.) and/or Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794). Such information will be used by ISD solely for purposes of assessing and providing educational services to the student, and all such information will be maintained in confidence in accordance with ISD policies.

19. Employee Conduct. CIS agrees that it will establish standards of employee and/or volunteer conduct in the workplace addressing conduct towards other CIS employees, volunteers, ISD employees, students and members of the public. Such policies shall be not less stringent than those established by the ISD board of trustees in its published policies. CIS may satisfy its obligations under this paragraph by adopting ISD's policies by reference, but shall not thereby be entitled to confer upon CIS's employees any rights as an employee of ISD.

\_\_\_\_\_  
Mark Estrada, Superintendent of Schools

\_\_\_\_\_  
Sharon Vigil, Chief Executive Officer

\_\_\_\_\_  
Date of Acceptance

\_\_\_\_\_  
Date of Acceptance

## EXHIBIT A: DATA COLLECTION ELEMENTS

Lockhart ISD (ISD) agrees to provide student data access to the authorized staff of Communities In Schools for the purpose of ongoing monitoring of academic progress of the ISD students enrolled in Communities In Schools programs. The terms of this agreement are in effect as long as the contract for services between ISD and Communities In Schools is in effect or until terminated by one or both parties.

Communities In Schools will be able to generate standard reports of participants' aggregated student information (e.g., average attendance, discipline and academic achievement). ISD will provide Communities In Schools access to the following individual student level data during the term of this agreement at campuses served by Communities In Schools.

- Data Fields - Student First, Middle and Last Name, Student DOB, Student State ID, Guardian Name, Guardian address, Guardian Telephone Number, Campus Name
- Demographics – 11-digit TEA identification number, date of birth, age, gender, ethnicity, grade level, ISD enrollment dates, and types of services received, English Language Learner (ELL) flag, free/reduced lunch status, Special Education Plan, 504 Plan, retained flag, homeless flag, and unaccompanied youth flag.
- Attendance (current and previous school year) – days enrolled, date absent, absence reason and dates tardy.
- At-Risk Status and Identifier
- Grades (current and previous school year) – teacher's names, courses, grades, teacher comments, personal development scores, missing assignments, HS graduation date, HS endorsement track, credits attempted (HS only), credits earned (HS only), class rank (HS only) and cumulative GPA (HS only).
- Discipline (all the years enrolled in the ISD) – dates, reasons, actions and incident location.
- Standardized Test Scores – District, State and National standardized tests (For example – STAAR, American College Testing (ACT) etc.), Student Benchmark Assessment Scores, ISIP, ACT, SAT, TSI, PSAT, and AP Scores and Participation
- Interventions and Services.

Communities In Schools assures that individual student data made available under this agreement is strictly utilized for student tracking, program delivery and reporting to Texas Education Agency. Communities In Schools assures that in all reports and communications, electronic or otherwise, derived from information made available under this agreement, all data shall be de-identified or aggregated in such a way no individual will be identified directly or by deduction. Communities In Schools assures that individual student data will not be released to a third party without a parental consent

Communities In Schools agrees to follow guidelines contained in the Texas Family Code (Chapter 58) and the Family Educational Records Privacy Act, (FERPA) (20 USC § 1232g, et seq.) governing the sharing of student information. Any unauthorized disclosure of confidential student information is a violation of FERPA and shall not be permitted to occur.

Communities In Schools shall provide ISD with a sworn affidavit that saved data in any form, whether physically or electronically saved, have been destroyed at the end of the contract term.

Authorized Signatures:

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Sharon Vigil, Chief Executive Officer  
Communities In Schools

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Date

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Mark Estrada, Superintendent of Schools  
Lockhart Independent School District

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Date

# Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item:

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AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION:

DEPARTMENT:

## DISTRICT GOAL(S) ALIGNMENT:

1. Create innovative opportunities for ALL students to prepare for success beyond graduation.
2. Every campus will have an A rating by 2028 through exemplary teaching and student-centered learning.
3. Cultivate an environment where our employees choose Lockhart Independent School District.

AGENDA TITLE:

---

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

# Lockhart Independent School District Board of Trustees

Date of Board Meeting:

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ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN  
LOCKHART INDEPENDENT SCHOOL DISTRICT and the CITY OF LOCKHART**

This Interlocal Cooperation Agreement (“Agreement”) is made and entered into by and between Lockhart Independent School District (“Lockhart ISD”), a political subdivision acting through its Board of Trustees, and the City of Lockhart (hereinafter referred to as “the City”). Collectively, Lockhart ISD and the City may be referred to as the “Parties.”

**PREMISES**

**WHEREAS**, Chapter 791 of the Texas Government Code, as amended, entitled Interlocal Cooperation Contracts, authorizes contracts between political subdivisions for the performance of governmental functions and services;

**WHEREAS**, Lockhart ISD is a public school district with campuses located within the jurisdictional boundaries of the City where the City presently provides law enforcement services;

**WHEREAS**, Lockhart ISD and the City each find that contracting for and with respect to the governmental services described herein will result in increased efficiency, economy, and enhanced public safety for the constituents of both Lockhart ISD and the City;

**WHEREAS**, Lockhart ISD and the City warrant that both possess adequate legal authority to enter into this Interlocal Agreement and their respective governing bodies have authorized each signatory official to enter into this Agreement and bind the local governments to the terms of this Agreement and any subsequent amendments hereto;

**NOW THEREFORE**, in consideration of the mutual covenants and agreements of the Parties, it is agreed as follows:

**Article 1 LEGAL AUTHORITY AND  
PURPOSE**

- 1.1 The legal authority for the City of Lockhart and the Lockhart Independent School District to enter into this agreement is the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The purpose, terms, rights, and duties of the parties are stated below.
- 1.2 The purpose of this Agreement is to set forth guidelines to ensure that Lockhart Police Department (“LPD”) and Lockhart ISD have a shared understanding of the role and responsibility of each in maintaining safe schools, improving climate, and supporting educational opportunities for all students.
- 1.3 The mission of the SRO program is to place a community law enforcement officer in the Lockhart ISD campuses to build working relationships with schools, students, and parents; to address on-site security; to maintain safe schools; to serve as a positive role-model for student a

and to provide a direct link with the LPD.

**Article 2 SRO PROGRAM**  
**STRUCTURE**

- 2.1 Under this framework, the SROs are first and foremost law enforcement officers for the City of Lockhart. The SROs shall be responsible for carrying out all duties and responsibilities of a law enforcement officer and shall remain at all times under the control, through the chain of command, of the Lockhart Police Department (the LPD). School officials should ensure that non-criminal student disciplinary matters remain the responsibility of school staff and not the SROs. Enforcement of the Student Code of Conduct is the responsibility of teachers and administrators. The SROs shall refrain from being involved in the enforcement of disciplinary rules that do not constitute violations of law, except to support staff in maintaining a safe school environment.
- 2.2 Although the SROs have been placed in a formal educational environment, the SROs retain official duties of law enforcement officers. The SROs shall intervene when it is necessary to prevent any criminal act or maintain a safe school environment. Citations shall be issued and arrests made when appropriate and in accordance with Texas law and LPD policy. The SROs or the LPD will have the final decision on whether criminal charges shall be filed. The LPD reserves the right to temporarily remove the SROs in the event that additional officers are needed during a critical incident, natural disaster or for immediate service of public safety.
- 2.3 The SROs are not formal counselors or educators, and will not act as such. However, with the agreement of the LPD, the SROs may be used as a law enforcement resource to assist students, faculty, staff, and all persons involved with the school. The SROs can be utilized to help instruct students and staff on a variety of subjects, ranging from alcohol and drug education to formalized academic classes. The SROs may use these opportunities to build rapport between the students and the staff.
- 2.4 The SROs will confer with the principal, as needed, to develop plans and strategies to prevent and/or minimize dangerous situations and criminal activity on or near the campus or involving students at school-related activities.
- 2.5 The SROs will notify the campus principal if it is necessary for them to be out-of-district during regular school hours during non-emergency situations.

**Article 3 SERVICES TO BE**  
**PROVIDED**

The City, through its Police Department, will be responsible for the following:

- 3.1. Providing police officers licensed by the State of Texas for service as school resource officer (SROs) to be assigned to the Lockhart High School, Lockhart Junior High School, and District-wide for the 2022-2023 school year.

- 3.2. SROs will be assigned on a full-time basis, forty (40) hours each work week, according to the daily schedules agreed upon by the Parties, less any scheduled vacation time, sick time, training time, court time, or any other law enforcement related activity, including emergencies.
- 3.3. The Parties acknowledge the importance of having the same SROs present in Lockhart ISD on a day-to-day basis in order to promote continuity and familiarity with Lockhart ISD and its students. To that end, the Parties agree that every effort should be made to schedule and/or designate the SROs vacation days, compensatory time, and other days off at times when school is not in session or at other times when the SROs' absences will not otherwise create an unnecessary risk or hamper school operations. The SROs will coordinate vacation hours with the principal of the school to which each SRO is assigned.
- 3.4. Should any officer assigned as an SRO during the active school year be absent for more than two consecutive school days, the LPD shall notify principal of the campus to which the SRO is assigned with the name of the officer substituting during the absence. Lockhart ISD must approve of the officer who is assigned as a substitute.
- 3.5. The SROs shall follow the policies and procedures of Lockhart ISD to the extent those policies do not conflict with the policies and procedures of the City or LPD.
- 3.6. The SROs will coordinate and cooperate with the Lockhart ISD Superintendent and other Lockhart ISD administrative staff in carrying out their day-to-day duties as SROs. The City retains final authority over the SROs' law enforcement responsibilities. The SROs may, however, take the school's wishes into consideration, as the officer deems appropriate.
- 3.7. The duties, schedule, and responsibilities of SROs on days when school is not in session shall be determined solely at the discretion of the LPD.
- 3.8. **SROs DUTIES:** The ultimate goal of the SRO is to maintain a peaceful environment that allows the learning process to continue uninterrupted. The duties to be performed by the SROs include, but are not limited to, the following:
  - a. Establish a bond and act as liaison between the LPD and school administrators and student in an effort to reduce or eliminate the opportunity for crime, project a positive image of the LPD and improve the quality of life within the school and community.
  - b. Patrolling areas within or in the vicinity of the geographical boundaries of Lockhart ISD to protect all students, personnel, and visitors.
  - c. Being a visible presence during the school day in order to assist the Lockhart ISD administration with general public safety services during school hours.
  - d. Helping Lockhart ISD administrators maintain the peace and/or address a breach of the peace as needed.

- e. Engaging in all law enforcement activities arising from the enforcement of criminal laws or Lockhart ISD policies and rules, including, but not limited to, intervening in and investigating alleged crimes or violations of Lockhart ISD rules, issuing citations, transporting arrested persons, completing follow-up activities, filing of affidavits and complaints, and participating in legal proceedings resulting from the law enforcement services provided in accordance with this Agreement. However, violations of Lockhart ISD policies and rules that are strictly personnel matters and non-criminal in nature will only be assigned to the SROs for investigation at the specific direction of the Lockhart ISD Superintendent.
- f. Responding to calls for services during the course of the regular school day or when serving in support of an official Lockhart ISD extracurricular or after-school activity.
- g. Assisting in providing security as needed for after-hour activities and events taking place at Lockhart ISD facilities.
- h. Mediating disputes on campus, including working with students to help solve disputes in a non-violent manner.
- i. Accompanying outside service providers during random canine searches conducted on Lockhart ISD property.
- j. Preventing property loss due to theft or vandalism.
- k. Providing traffic control as needed.
- l. Assisting Lockhart ISD with its Emergency Operation Plan.
- m. Assisting with school safety projects, scheduling and maintaining emergency drills, emergency response, and after-action reviews within Lockhart ISD.
- n. Providing training for staff as requested by the Lockhart ISD Superintendent.
- o. Serving as a resource for law enforcement education at the request of the Lockhart Superintendent, such as speaking to classes on the law, search and seizure, drugs, or motor vehicle laws.
- p. Maintaining the confidentiality of student records as required by the Family Educational Rights and Privacy Act. The SROs shall not disclose to the City or the LPD any other third party education records of a student which the SROs obtain by virtue of the SROs' position with the school unless such information is obtained by the SROs in the course and scope of performing their duties in accordance with this Agreement. The SROs shall not provide student education records to other law enforcement agencies informally for external investigations.

- q. Preparing reports and documentation related to events occurring within the geographic boundaries of the City of Lockhart.
- r. Participate, as necessary or requested by the District, in District or campus Threat Assessment Teams, as described by Texas Education Code § 37.115.
- s. Performing other duties that may be assigned from time to time by Lockhart ISD, provided that the duty is legitimately and reasonably related to the services as described herein and is consistent with Federal and State law, local ordinances and orders, laws applicable to Lockhart ISD, Lockhart ISD's policies, procedures, rules, or regulations relating to the subject matter of this Agreement, and the policies, procedures, rules, and regulations of the City.

3.9 When the SROs take a person into custody in the course of performing their duties on behalf of Lockhart ISD under this Agreement, Lockhart ISD shall receive notification of the incident from the City within the timeframe required by law and of the disposition of the individual to the extent allowed by law.

3.10 REPORTING DUTIES: Lockhart ISD and LPD shall maintain records of every campus-based incident resulting in police involvement. The records shall be disaggregated by:

- Description of the incident
- Names of the officials involved
- Name of student involved
- Manner in which the LPD was notified
- Searches/questioning of students
- Tickets, citations, or summonses issued
- Arrests made
- Filing of delinquency petitions, referrals to a probation officer, and other referrals to the juvenile justice system, and
- Any police action the SRO took relative to the offense.

Data shall also be disaggregated by:

- Race
- Ethnicity
- Age
- Grade
- Gender
- Disability
- English-language learner status, and
- Economically disadvantaged status.

3.11 If it is necessary to question or interview a student at school for any purpose other than a child abuse investigation, the SROs will contact the campus principal of the student's campus. The principal will:

- a. Verify and record the identity of the officer or other authority and request an explanation of the need to arrest the student at school.
  - b. Make reasonable efforts to notify the student's parents or other person having lawful control of the student. If the SRO/designee raises criminal allegations against the student's family members, campus administration will be prohibited by the SRO/designee to notify parents/family members.
  - c. The principal or a designee ordinarily shall be present during the questioning or interview. If the interviewer presents what the principal considers to be a valid objection to a third party's presence, the interview shall be conducted without that person's presence.
- 3.12 If a student at school is arrested or taken into custody by an SRO, the principal shall immediately notify the Lockhart Superintendent and ordinarily notify the parent or other person having lawful control of the student. If the SRO raises what the principal considers to be a valid objection to notifying the parent at that time, the principal shall not notify the parent.
- 3.13 The School District and the LPD agree that canine contraband services will be conducted by a LPD Narcotic Drug Detection Dog. The Canine Handler will coordinate with campus administration and the SRO to plan dates for the canine searches. The School District and LPD agree to conduct ten (10) searches throughout the school year for the School District. Additional Narcotic Drug Detection Dog searches will be conducted by LPD at a cost of one hundred and fifty dollars per search, not to exceed 20 additional searches and to be billed monthly. The procedures for the searches will be determined by the LPD, with input from the School District.

#### **Article 4**

##### **GENERAL DUTIES AND RESPONSIBILITIES**

- 4.1 The City agrees to perform any obligations required to maintain the SROs as commissioned law enforcement officers with full Texas peace officer status; including but not limited to, providing the SROs with any and all continuing training necessary to maintain their TCLEOSE certification.
- 4.2 The SROs assigned to Lockhart ISD shall be subject to the approval of the Lockhart ISD Superintendent and LPD. Lockhart ISD understands that the City or LPD may rotate or change any officer assigned to serve as an SRO; provided, however, that Lockhart ISD may refuse any particular officer assigned as an SRO and request assignment of a different officer.
- 4.3 Any properly licensed officer providing SRO services under this Agreement shall be vested with powers, privileges, and immunities of a peace officer within all territory contained in the boundaries of Lockhart ISD and while on any property under the control and jurisdiction of Lockhart ISD or otherwise in the performance of his/her duties under the guidelines of Lockhart ISD policies and regulations.

- 4.4 The City will authorize the SROs to carry a weapon and act as a peace officer at all times, so long as the officer is acting under his/her official capacity. Likewise, Lockhart ISD specifically authorizes each SRO to carry a weapon in performing services at all schools and property within Lockhart ISD. When not on duty as SROs, the officers' rights to carry a firearm will be governed by provisions and rules set forth by TCOLE and the City and District Policies CKE (Legal) and GKA (Legal).
- 4.5 As City employees, any disciplinary action taken against the SROs shall follow the policy and procedure set forth in the employee handbook of the City.
- 4.6 Lockhart ISD will report all required student misconduct to the City in accordance with Texas Education Code § 37.015. The City will make all reports regarding students as required by Texas Code of Criminal Procedure Art. 15.27.
- 4.7 Subject to its obligations under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g, Lockhart ISD agrees to provide the SROs with (a) unrestricted access to student and personnel records as necessary for the investigation of criminal offenses that occur on school property or in conjunction with a school event or activity, to collect certain incident-based data, or to ensure the safety and security of school campuses or events, and (b) unrestricted access to technology installed at Lockhart ISD, including surveillance cameras, to provide for safety and security. SROs shall be designated as "school officials" under Lockhart ISD Policy FL (local) for purposes of access to student records to enable the SROs to perform the duties set out in this Agreement.
- 4.8 The Parties shall each monitor, review and provide oversight and supervision of the services as they are provided and each agree to notify the other as soon as reasonably possible in the event the level or quality of any scheduling, operating, service or performance issue becomes unsatisfactory.
- 4.9 The Parties recognize that the services to be provided by the City may be limited to the extent that said services conflict with or compromise the City's ability to provide effective law enforcement services to the City generally; and, should a conflict arise between the policies of Lockhart ISD and the City, the City policy shall prevail. The Parties agree to work in good faith to resolve conflicts with their best reasonable efforts; however, should such conflicts occur which prevent the City from meeting its obligations under this Agreement, the City acknowledges such conflict constitutes good cause to terminate the Agreement.
- 4.10 The Parties agree that they will use their best reasonable efforts to coordinate media relations pertaining to law enforcement incidents and investigations occurring pursuant to this Agreement prior to the release of information whenever possible. Information will only be released by a Party in accordance with established law and its existing policies and procedures.
- 4.11 Nothing in this Agreement prevents Lockhart ISD from continuing its practice of hiring off-duty police officers to provide security at sporting events, after-hour activities, or other events. This Agreement shall not govern off-duty peace officers hired for these purposes.

Article 5  
**TRAINING**

- 5.1 All SROs placed with the District shall complete the education and training program required by Section 1701.263, Texas Occupations Code. Such training must be completed with 120 days of placement at the District.
- 5.2 All SROs place with the District shall complete an active shooter response training program approved by the Texas Commission on Law Enforcement in accordance with Texas Education Code § 37.0812(a).
- 5.3 All SROs place with the District shall complete a Texas Education Agency-approved training on the use of a bleeding control station in accordance with Texas Education Code § 38.030(b)(3)(B).

**Article 6**  
**FINANCIAL RESPONSIBILITIES & EQUIPMENT**

- 6.1 The City shall provide the SROs with all wages, salaries, or other compensation, and benefits of similarly-situated and classified employees of the City. The City shall also be directly responsible for the payment of all payroll taxes, bond costs, retirement contributions, overtime, social security taxes, if any, and all other payroll expenses.
- 6.2 Lockhart ISD will be responsible for reimbursing the City at the end of school year for the SRO's salary and benefits as the approved school calendar of student in person learning plus two additional days as set out in Exhibit A. In addition, Lockhart ISD will be responsible for reimbursing the City of Lockhart at the end of the school year for the police supervisor's salary and benefits for 100% of approved school calendar plus two additional days. Lockhart ISD agrees to reimburse the City of Lockhart for the cost of two vehicles as detailed in Exhibit A and the cost for uniform and equipment for two officers as detailed in Exhibit A.
- 6.3 The City shall keep and maintain accurate records of dates of service and the hours served by the SROs. The City shall be responsible for calculating and documenting the charge for services rendered pursuant to this Agreement. With 48-hour notice, the City shall promptly provide Lockhart ISD with access to all time calculation records maintained by the City for any SRO services provided pursuant to this Agreement.
- 6.4 Overtime hours that relate to SRO duties must be authorized and approved by the Lockhart ISD Superintendent prior to the performance of the overtime work and will be paid in accordance with procedures established by the City. The Parties acknowledge that emergency situations or unscheduled events may require overtime hours for the SROs without advanced notice. Should such emergency or unplanned event occur, the SROs shall notify the Superintendent the next work day, or as soon as practicable. Excluding emergencies and unplanned events, if the SROs fail to obtain such permission for overtime hours, the City will be responsible for the costs of any overtime compensation to the SROs.

- 6.5 Lockhart ISD will pay for any additional SRO training that Lockhart ISD may require unrelated to TCOLE training requirements.
- 6.6 The Parties agree to provide the following equipment and materials to the SROs:
- a. The City shall furnish the SROs with all equipment routinely assigned to law enforcement personnel who serve the City. The City will maintain and service all equipment used by the SROs in providing services to Lockhart ISD. Equipment includes, but is not limited to, uniforms, computers and computer equipment, firearms, radios, and all other devices used by the City law enforcement personnel in the performance of their duties. City will also provide a fully equipped patrol car to each SRO.
  - b. Lockhart ISD will provide the SROs with office space on school property, a telephone, computer, and other office equipment to perform duties under this Agreement, and as mutually agreed by the Parties. Lockhart ISD will provide the SROs with a map and personnel roster for each campus and Central Office.
  - c. The Lockhart ISD will provide the SROs with access to its facilities as needed to conduct law enforcement business regarding the securing of evidence in crimes and interviewing individuals in connection with a criminal investigation into crimes conducted on school property on in conjunction with a school event or activity.

#### **Article 7**

#### **RELATIONSHIP BETWEEN THE PARTIES**

- 7.1 Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities. The relationship of Lockhart ISD and the City shall, with respect to that part of any service or function undertaken as a result of or pursuant to this Agreement, be that of independent contractors.
- 7.2 Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship.
- 7.3 Officers employed by the City and assigned by the LPD to serve as SROs at Lockhart ISD are and will remain City employees.
- 7.4 The City shall have no liability whatsoever for or with respect to Lockhart ISD's use of any Lockhart ISD property or facility, or the actions of, or failure to act by, any employees, subcontractors, agents or assigns of Lockhart ISD. Lockhart ISD covenants and agrees that:

- a. Lockhart ISD shall be solely responsible, as between Lockhart ISD and the City and the agents, officers and employees of the City, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by Lockhart ISD or its agents, officers, employees, and subcontractors, while on Lockhart ISD property or while using any Lockhart ISD facility or performing any function or providing or delivering any service undertaken by Lockhart ISD pursuant to this Agreement.
  - b. For and with respect to the services to be provided by the City to Lockhart ISD pursuant to this Agreement, Lockhart ISD hereby contracts, covenants, and agrees to obtain and maintain in full force and effect, during the term of this Agreement, a policy or policies of insurance, or risk pool coverage, reasonably expected to insure Lockhart ISD and its agents, officers, and employees from any and against any claim, cause of action or liability arising out of or from the action, omission, or failure to act by Lockhart ISD, its agents, officers, employees, and subcontractors in the course of their duties.
- 7.5 Lockhart ISD shall have no liability whatsoever for or with respect to the City's use of any City property or facility, or the actions of, or failure to act by, any employees, subcontractors, agents, or assigns of the City. The City covenants and agrees that:
- a. The City shall be solely responsible, as between the City and Lockhart ISD and the agents, officers, and employees of the Lockhart ISD, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by the City or its agents, officers, employees, and subcontractors, while on the City's property or while using the any of the City's facilities or performing any function or providing or delivering any service undertaken by the City pursuant to this Agreement.
  - b. For and with respect to the services to be provided by the City to Lockhart ISD pursuant to this Agreement, the City hereby contracts, covenants, and agrees to obtain and maintain in full force and effect, during the term of this Agreement, a policy or policies of insurance, or risk pool coverage, in the amounts sufficient to insure the City and its agents, officers, and employees from and against any claim, cause of action, or liability arising out of or from the action, omission, or failure to act by the City, its agents, officers, employees, and subcontractors in the course of their duties.
- 7.6 It is specifically agreed that, as between the Parties, each party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing liability and potential liability pursuant to this Agreement.
- 7.7 Each party hereto reserves and does not waive any immunity or defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from the services provided and/or any circumstance arising under the Agreement. Neither Lockhart ISD nor the City waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas on behalf of itself, its trustees, council members, officers, employees, and agents.

- 7.8 No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and neither the City nor Lockhart ISD shall be held legally liable for any claim or cause of action arising pursuant to, or out of the services provided under, this Agreement except as specifically provided herein or by law. The Parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Agreement.
- 7.9 Nothing in this Agreement shall be deemed to extend, increase or limit the jurisdiction or authority of any of the City or Lockhart ISD except as necessary to implement, perform and obtain the services and duties provided for in this Agreement. Save and except only as specifically provided in this Agreement, all governmental functions and services traditionally provided by Lockhart ISD, and all governmental and proprietary functions and services traditionally provided by the City, shall be and remain the sole responsibility of each such party.

**Article 8**  
**TERM**

- 8.1 The initial term of this Agreement shall commence on August 1, 2023, and continue through June 30, 2024, and shall automatically renew for an annual term commencing on August 1<sup>st</sup>, thereafter, unless terminated earlier, in writing, by either party.
- 8.2 If the City wishes to renew this Agreement subject to a change in Lockhart ISD's annual payment for the SROs' salaries and related costs, the City shall provide Lockhart ISD with written notice of that requested change, including a revised Summary of Calculations for Costs, no later than April 1<sup>st</sup> of the calendar year. Unless Lockhart ISD notifies the City in writing of its agreement to the change in annual payment by June 15<sup>th</sup>, the Agreement between the City and Lockhart ISD shall terminate at the end of the term.
- 8.3 After the initial annual term of this Agreement, Lockhart ISD and the City will agree on the annual amount payable for the SROs' salaries and related costs by executing an agreed upon Summary of Calculations for Costs.
- 8.4 This Agreement may be terminated at any time by either Party, without cause, by giving the other party a minimum of sixty (60) days written notice of its intention to terminate, such notice to be delivered by hand or U.S. Certified Mail to the other party.
- 8.5 This Agreement may be terminated by either Party, for cause, by the giving the other party a minimum of thirty (30) days written notice of its intention to terminate, such notice to be delivered by hand or U.S. Certified Mail to the other party.
- 8.6 In the event the Parties are unable to reach a mutual agreement on the terms of the Memorandum of Understanding described in Article 3 above by August 1<sup>st</sup> of the annual term, any Party will have cause to terminate its participation in the Interlocal Agreement by giving the other Parties a minimum of thirty (30) days written notice of its intention to terminate, such notice to be delivered by hand or U.S. Certified Mail to the other party.
- 8.7 Termination will not relieve Lockhart ISD of its obligation to pay the City for any amounts due and payable for services performed prior to termination. Lockhart ISD is not obligated for any costs or payments that accrue after the termination of this Agreement.

**ARTICLE 9**  
**NOTIFICATIONS**

9.1 All correspondence and communications regarding this Agreement shall be directed to:

CITY OF LOCKHART  
Attn: Chief of Police

LOCKHART INDEPENDENT SCHOOL DISTRICT  
Attn: Superintendent of Schools

9.2 Notices provided pursuant to this Agreement must be in writing and hand-delivered or sent by certified mail, return receipt requested.

**ARTICLE 10**  
**MISCELLANEOUS PROVISIONS**

- 10.1 If any portion of this Agreement shall be deemed void or invalid, the remaining portions of the Agreement shall continue in full force and effect.
- 10.2 This Agreement represents the entire Agreement between the Parties, and it supersedes any prior understanding or written or oral agreement relating to the subject matter herein. This Agreement may not be modified, altered, changed, or amended, except by written agreement of the Parties.
- 10.3 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall be in Caldwell County, Texas unless otherwise mandated by law.
- 10.4 No Party shall assign or otherwise transfer its interest in this Agreement without the express written permission of the other Party.
- 10.5 This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.
- 10.6 By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by their governing body in order to enter into and perform the terms of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Memorandum of Understanding as of the \_\_\_\_\_ of July 2023.

**CITY OF LOCKHART, TEXAS**

By \_\_\_\_\_

Lew White, Mayor, City of Lockhart

**ATTEST:**

By \_\_\_\_\_

Connie Constancio, TRMC City

Secretary/Administration Services Mgr.

**LOCKHART INDEPENDENT SCHOOL DISTRICT**

By \_\_\_\_\_

Michael Wright, President, LISD School Board

**ATTEST:**

By \_\_\_\_\_

Tom Guyton, Secretary, LISD School Board

**2023-2024 SRO Cost Summary**  
**Exhibit A**

	High School	Jr. High	Supervisor	Total
Salary	\$ 59,612.80	\$ 59,612.80	\$ 71,572.80	\$ 190,798.40
Benefits	\$ 24,098.27	\$ 24,098.27	\$ 27,119.37	\$ 75,315.91
<b>12 month total cost</b>	<b>\$ 83,711.07</b>	<b>\$ 83,711.07</b>	<b>\$ 98,692.17</b>	<b>\$ 266,114.31</b>
Percent LISD: 66.9% (1,392 hrs/2,080 hours)	\$ 56,002.71	\$ 56,002.71	\$ 66,025.06	\$ 178,030.47
Times percent of time charged to LISD:	100%	100%	100%	
<b>Total LISD Salary/benefits costs</b>	<b>\$ 56,002.71</b>	<b>\$ 56,002.71</b>	<b>\$ 66,025.06</b>	<b>\$ 178,030.47</b>
Cost per hour	\$ 40.23	\$ 40.23	\$ 47.43	
<b>Vehicle Costs (\$45,436/8 years + \$1,360.45 maint)</b>	<b>\$ 7,039.95</b>	<b>\$ 7,039.95</b>	<b>\$ -</b>	<b>\$ 14,079.90</b>
<b>Uniforms and equipment</b>				
12 month costs	\$ 5,051.00	\$ 5,051.00	\$ -	\$ 10,102.00
Divided by 5 years useful life	\$ 1,010.20	\$ 1,010.20	\$ -	\$ 2,020.40
<b>Grand Total</b>	<b>\$ 64,052.86</b>	<b>\$ 64,052.86</b>	<b>\$ 66,025.06</b>	<b>\$ 194,130.77</b>
Cost per hour:	\$ 46.01	\$ 46.01	\$ 158.11	\$ 69.73

LOCKHART ISD

Food Service Equipment Bid Tabulation

RFP 23-010FS

		Ace Mart Restaurant Supply					Mission Restaurant Supply					
ITEM	QTY	FDP DESCRIPTION	UNIT COST	REMOVAL/ INSTALL COST	DELIVERY COST	TOTAL	ALTERNATE MODEL NO.	ALTERNATE MEET SPEC?	UNIT COST	REMOVAL/ INSTALL COST	DELIVERY COST	TOTAL
<b>Carver</b>												
101.1	1	Table Top Mixer	\$6,295.91	\$682.50		\$6,978.41			\$6,507.00	\$627.00		\$7,134.00
101.2	1	Mixer Stand	\$1,382.85			\$1,382.85			\$1,375.00		\$131.00	\$1,506.00
102	1	Dishwasher	\$38,726.71	\$2,625.00		\$41,351.71			\$36,480.00	\$4,178.00		\$40,658.00
102.A	1	Dishwasher, Alternate	\$34,835.31	\$2,625.00		\$37,460.31			\$32,447.00	\$4,178.00		\$36,625.00
<b>Plum Creek</b>												
201	1	Steamer	\$13,082.71	\$1,785.00	\$12.00	\$14,879.71			\$12,174.00	\$1,463.00		\$13,637.00
202	1	Double Stack Oven	\$25,532.66	\$1,312.50	\$12.00	\$26,857.16	VC44GD	YES	\$11,851.00	\$1,881.00		\$13,732.00
203	1	3 Door Reachin Refrigerator	\$11,099.05	\$892.50		\$11,991.55	RHT332NUT-FHS	YES	\$15,697.00	\$1,672.00		\$17,369.00
204.1	1	Table Top Mixer	\$6,295.91	\$682.50		\$6,978.41			\$6,507.00	\$627.00		\$7,134.00
204.2	1	Mixer Stand	\$1,382.85			\$1,382.85			\$1,375.00		\$131.00	\$1,506.00
205	1	Dishwasher	\$38,726.71	\$2,625.00		\$41,351.71			\$36,480.00	\$4,178.00		\$40,658.00
205.A	1	Dishwasher, Alternate	\$34,835.31	\$2,625.00		\$37,460.31			\$32,447.00	\$4,178.00		\$36,625.00
<b>Navarro</b>												
301	2	Double Door Reachin Refrigerator	\$17,367.04	\$1,050.00		\$18,417.04	RHT232NUT-FHS	Yes	\$24,436.00	\$2,926.00		\$27,362.00
302.1	1	Table Top Mixer	\$6,295.91	\$682.50		\$6,978.41			\$6,507.00	\$627.00		\$7,134.00
302.2	1	Mix Stand	\$1,382.85			\$1,382.85			\$1,375.00		\$131.00	\$1,506.00
<b>Jr. High</b>												
401	1	Ice Maker	\$4,093.15	\$1,575.00		\$5,668.15			\$4,587.00	\$950.00		\$5,537.00
402	1	Steamer	\$27,381.25	\$1,785.00	\$24.00	\$29,190.25			\$25,275.00	\$1,463.00		\$26,738.00
403	1	Electric Braiser	\$23,087.78	\$1,575.00		\$24,662.78			\$22,144.00	\$1,672.00		\$23,816.00
404.1	1	Table Top Mixer	\$6,295.91	\$682.50		\$6,978.41			\$6,507.00	\$627.00		\$7,134.00
404.2	1	Mixer Stand	\$1,382.85			\$1,382.85			\$1,375.00		\$131.00	\$1,506.00
<b>High School</b>												
501	1	Double Steamer - on stage	\$22,108.50	\$1,785.00		\$23,893.50			\$20,699.00	\$1,462.00		\$22,161.00
<b>Pride High School</b>												
601	2	Double Stack Oven	\$51,184.92	\$1,312.50	\$48.00	\$52,545.42	VC44GD	Yes	\$23,702.00	\$3,762.00		\$27,464.00
602.1	1	Table Top Mixer	\$6,295.91	\$682.50		\$6,978.41			\$6,507.00	\$627.00		\$7,134.00
602.2	1	Mixer Stand	\$1,382.85			\$1,382.85			\$1,375.00		\$131.00	\$1,506.00
603	1	Steamer with table	\$14,091.33	\$1,785.00	\$12.00	\$15,888.33			\$13,109.00	\$1,463.00		\$14,572.00
<b>Strawn</b>												
701.1	1	Table Top Mixer	\$6,295.91	\$682.50		\$6,978.41			\$6,507.00	\$627.00		\$7,134.00
701.2	1	Mixer Stand	\$1,382.85			\$1,382.85			\$1,375.00		\$131.00	\$1,506.00
<b>Cost w/Dishwasher w/external booster: \$356,864.87</b> <b>Cost w/Dishwasher with chemicals: \$349,082.07</b>						<b>Cost w/Dishwasher with external booster: \$325,544.00</b> <b>Cost w/Dishwasher with chemicals: \$317,478.00</b>						
<b>**District Does not accept the alternates</b>												

Pueblo Hotel Supply				Douglas Food Stores Inc				Strategic Equipment LLC/ISI Refrigeration			
UNIT COST	REMOVAL/ INSTALL COST	DELIVERY COST	TOTAL	UNIT COST	REMOVAL/ INSTALL COST	DELIVERY COST	TOTAL	UNIT COST	REMOVAL/ INSTALL COST	DELIVERY COST	TOTAL
\$6,925.84	See quote for install quote.	free	\$6,925.84	\$6,773.42		\$0.00	\$6,773.42	\$6,650.27		\$165.00	\$6,815.27
\$1,125.48	See quote for install quote.	\$95.83	\$1,221.31	\$1,058.47		\$34.01	\$1,092.48	\$1,369.68		\$39.00	\$1,408.68
\$36,692.81	have not received a	free	\$36,692.81	\$33,215.83		\$0.00	\$33,215.83	\$36,783.80	\$4,240.00		\$41,023.80
\$36,692.81			\$36,692.81				\$0.00	\$33,037.76	\$4,240.00		\$37,277.76
\$13,266.67	See quote for install	\$198.78	\$13,465.45	\$13,546.86		\$132.25	\$13,679.11	\$11,725.89		\$577.50	\$12,303.39
\$22,118.09	See quote for install	\$6.56	\$22,124.65	\$25,508.83		\$0.00	\$25,508.83	\$24,223.01		\$715.00	\$24,938.01
\$11,008.54		free	\$11,008.54	\$22,544.36		\$0.00	\$22,544.36	\$11,280.15		\$495.00	\$11,775.15
\$6,925.84	See quote for install quote.	free	\$6,925.84	\$6,700.98		\$0.00	\$6,700.98	\$6,650.27		\$165.00	\$6,815.27
\$1,125.48	See quote for install quote.	\$95.83	\$1,221.31	\$1,058.47		\$34.01	\$1,092.48	\$1,369.68		\$39.00	\$1,408.68
\$36,692.81	have not received a	free	\$36,692.81	\$33,016.41		\$0.00	\$33,016.41	\$36,783.80	\$4,240.00		\$41,023.80
\$36,692.81			\$36,692.81				\$0.00	\$33,037.76	\$4,240.00		\$37,277.76
\$17,333.74	See quote for install quote.	free	\$17,333.74	\$17,547.86		\$0.00	\$17,547.86	\$8,837.37		\$385.00	\$18,444.74
\$6,925.84	See quote for install quote.	free	\$6,925.84	\$6,700.98		\$34.01	\$6,734.99	\$6,650.27		\$165.00	\$6,815.27
\$1,125.48	See quote for install quote.	\$95.83	\$1,221.31	\$1,058.47		\$0.00	\$1,058.47	\$1,369.68		\$39.00	\$1,408.68
\$4,299.06	See quote for install	\$470.00	\$4,769.06	\$3,012.61		\$204.05	\$3,216.66	\$4,554.43		\$825.00	\$5,379.43
\$27,792.50	See quote for install	\$412.05	\$28,204.55	\$28,369.14		\$281.28	\$28,650.42	\$24,555.75	\$770.00		\$25,325.75
\$24,218.61	See quote for install	free	\$24,218.61	\$22,124.31		\$0.00	\$22,124.31	\$23,323.37	\$385.00		\$23,708.37
\$6,925.84	See quote for install	free	\$6,925.84	\$7,968.73		\$0.00	\$7,968.73	\$6,650.27	\$165.00		\$6,815.27
\$1,125.48	See quote for install	\$95.83	\$1,221.31	\$1,058.47		\$34.01	\$1,092.48	\$1,369.68	\$39.00		\$1,408.68
\$23,004.97	See quote for install quote.	\$377.53	\$23,382.50	\$23,192.21		\$257.17	\$23,449.38	\$20,358.38	\$770.00	\$12.00	\$21,140.38
\$22,510.20	See quote for install quote. The	\$26.24	\$45,072.88	\$25,508.83		\$0.00	\$51,017.66	\$24,361.86	\$1,430.00	\$26.00	\$50,179.72
\$6,925.84	See quote for install	free	\$6,925.84	\$7,968.73		\$0.00	\$7,968.73	\$6,650.27		\$165.00	\$6,815.27
\$1,125.48	See quote for install	\$95.83	\$1,221.31	\$1,058.47		\$34.01	\$1,092.48	\$1,369.68		\$39.00	\$1,408.68
\$14,451.69	See quote for install quote	\$223.44	\$14,675.13	\$14,604.92		\$153.20	\$14,758.12	\$13,450.26	\$577.50	\$6.00	\$14,033.76
\$6,925.84	See quote for install	free	\$6,925.84	\$6,700.98		\$0.00	\$6,700.98	\$6,650.27	\$165.00		\$6,815.27
\$1,125.48	\$29,791.87	\$95.83	\$31,013.18	\$1,058.47		\$34.01	\$1,092.48	\$1,369.68	\$39.00		\$1,408.68
<b>Cost w/Dishwasher w/external booster:</b>			<b>\$356,315.50</b>	<b>Cost w/Dishwasher w/external booster:</b>			<b>\$338,097.65</b>	<b>Cost w/Dishwasher w/external booster:</b>			<b>\$338,620.00</b>
<b>Cost w/Dishwasher with chemicals:</b>			<b>\$356,315.50</b>	<b>Cost w/Dishwasher with chemicals:</b>			<b>No bid</b>	<b>Cost w/Dishwasher with chemicals:</b>			<b>\$331,127.92</b>
<b>**Bid Disqualified due to no forms with bid</b>											

# Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item:

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AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION:

DEPARTMENT:

## DISTRICT GOAL(S) ALIGNMENT:

1. Create innovative opportunities for ALL students to prepare for success beyond graduation.
2. Every campus will have an A rating by 2028 through exemplary teaching and student-centered learning.
3. Cultivate an environment where our employees choose Lockhart Independent School District.

AGENDA TITLE:

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BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

# TASB Director Candidates

\*Indicates Large District Director Positions

(I) Incumbents

<b><u>REGION/POSITION</u></b>	<b><u>DIRECTOR</u></b>	<b><u>DISTRICT</u></b>	<b><u>TERM</u></b>
Region 3	<a href="#">Demetrio Garcia</a> <a href="#">Jason Howard</a>	Kenedy ISD-Karnes County Goliad ISD	2023–2024
Region 4, Position A	<a href="#">Rose Avalos</a> <a href="#">Marques Holmes</a> <a href="#">Doug James</a>	Aldine ISD Humble ISD Klein ISD	2023–2024
Region 4, Position B	<a href="#">Darlene Breaux</a> (I)	Alief ISD	2023–2026
Region 4, Position D*	<a href="#">Angela Lemond Flowers</a>	Houston ISD	2023–2026
Region 4, Position F*	Vacant	Cypress-Fairbanks ISD	2023–2024
Region 4, Position G*	<a href="#">Kristen Davison Malone</a> (I)	Fort Bend ISD	2023–2026
Region 6, Position B*	<a href="#">Theresa Wagaman</a> (I)	Conroe ISD	2023–2025
Region 8	<a href="#">Thomas Darden</a> (I)	Cooper ISD	2023–2026
Region 10, Position D	<a href="#">Kevin Carbó</a> (I) <a href="#">Francisco Javier “Harvey” Oaxaca</a>	Mesquite ISD McKinney ISD	2023–2026
Region 10, Position E*	<a href="#">John Classe</a>	Frisco ISD	2023–2026
Region 11, Position B*	<a href="#">Quinton “Q” Phillips</a> (I)	Fort Worth ISD	2023–2026
Region 11, Position C	<a href="#">Bianca Benavides Anderson</a> <a href="#">Justin Chapa</a> (I) <a href="#">Daryl Davis, II</a>	Mansfield ISD Arlington ISD Crowley ISD	2023–2026
Region 13, Position B	<a href="#">Mary Jane Hetrick</a> (I)	Dripping Springs ISD	2023–2026
Region 14	<a href="#">Greg Welch</a> (I)	Clyde CISD	2023–2026
Region 15	<a href="#">Raymond P. Meza</a> (I) <a href="#">Ami Mizell-Flint</a>	San Felipe Del Rio CISD San Angelo ISD	2023–2026
Region 19	<a href="#">Marlene Bullard</a> <a href="#">Cynthia Najera</a> (I)	Tornillo ISD Socorro ISD	2023–2024
Region 20, Position A	<a href="#">Rolinda Schmidt</a> (I)	Kerrville ISD	2023–2026
Region 20, Position B*	<a href="#">Carol Harle</a>	Northside ISD-Bexar County	2023–2026



# TASB ENDORSEMENT FORM

DATE: \_\_\_\_\_

Our school board endorses the candidacy of the following individual nominated to fill a position on the TASB Board of Directors.

### CANDIDATE INFORMATION

NAME: \_\_\_\_\_

SCHOOL DISTRICT: \_\_\_\_\_

This endorsement was approved by our school district's board of trustees at a duly called meeting on

\_\_\_\_\_  
(Date)

Best regards,

\_\_\_\_\_  
(Signature of board president or officer)

PRINTED NAME: \_\_\_\_\_

SCHOOL DISTRICT: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ ZIP: \_\_\_\_\_

This form is to be used to endorse a nominated individual from a board of trustees within your TASB Region who is a timely candidate for a position on the TASB Board of Directors.

**Must be received by TASB on or before AUGUST 29, 2023.**

**RETURN TO: E-mail: [boardcommunications@tasb.org](mailto:boardcommunications@tasb.org)  
FAX: 512.467.3554**