

**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, December 15, 2025 – 6:30 PM**

Notice is hereby given that on December 15, 2025, 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. Presentation of Colors by JROTC
3. Invocation
4. Recognitions:
 - A. Special Olympics Bowling Team
 - B. Youth Soccer National Champion
 - C. State V.A.S.E. Winner - Jocelyn Ortega
 - D. International Thespian Fest Winners
 - E. School Financial Integrity Rating System of Texas (FIRST) Rating & Government Finance Officers Association Award for 2024-2025
5. Public Hearing:
 - A. Public Hearing to Discuss the School Financial Integrity Rating System of Texas (FIRST) Rating for 2024-2025 4
6. Public Comment
7. BUSINESS - CONSENT AGENDA:
 - A. Approval of Minutes:
 1. November 17, 2025 17
 - B. Approve Child Care Local Match Agreement 22
 - C. Approve Public Information Act (PIA) Non-Business Days for Calendar Year 2026 37
 - D. Review Tax Collection Report 40
 - E. Review Cash Investment Report 43
8. COMMUNICATION:
 - A. Student Demographic Projections Report 46
 - B. 2025-2026 Monthly Budget Update and 2026-2027 Budget Planning Calendar 48
 - C. District Achievement Dashboard: Progress towards Targets 51
9. COMMUNICATION/ACTION:
 - A. Consider and/or Approve Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 2025 53
 - B. Consider and/or Approve Staffing for the 2025-2026 School Year 55
 - C. Consider and/or Approve Guarantee Maximum Price (GMP) No. 2 for Middle School #2 57
 - D. Consider and/or Approve Local Policy Update 126: BE(LOCAL): BOARD MEETINGS; BED(LOCAL): BOARD MEETINGS - PUBLIC PARTICIPATION; CJ(LOCAL): CONTRACTED SERVICES; CJA(LOCAL): CONTRACTED SERVICES - BACKGROUND CHECKS AND REQUIRED REPORTING; CLE(LOCAL): BUILDINGS, GROUNDS, AND 59

EQUIPMENT MANAGEMENT - REQUIRED DISPLAYS; CQB(LOCAL): TECHNOLOGY RESOURCES – CYBERSECURITY; CQD(LOCAL): TECHNOLOGY RESOURCES - ARTIFICIAL INTELLIGENCE; CSA(LOCAL): FACILITY STANDARDS - SAFETY AND SECURITY; CV(LOCAL): FACILITIES CONSTRUCTION; DBD(LOCAL): EMPLOYMENT REQUIREMENTS AND RESTRICTIONS - CONFLICT OF INTEREST; DEC(LOCAL): COMPENSATION AND BENEFITS - LEAVES AND ABSENCES; DFBB(LOCAL): TERM CONTRACTS – NONRENEWAL; DGBA(LOCAL): PERSONNEL-MANAGEMENT RELATIONS - EMPLOYEE COMPLAINTS/GRIEVANCES; DH(LOCAL): EMPLOYEE STANDARDS OF CONDUCT; EEP(LOCAL): INSTRUCTIONAL ARRANGEMENTS - LESSON PLANS; EFA(LOCAL): INSTRUCTIONAL RESOURCES - INSTRUCTIONAL MATERIALS; EHBAF(LOCAL): SPECIAL EDUCATION - VIDEO/AUDIO MONITORING; EIA(LOCAL): ACADEMIC ACHIEVEMENT - GRADING/PROGRESS REPORTS TO PARENTS; FA(LOCAL): PARENT RIGHTS AND RESPONSIBILITIES; FEF(LOCAL): ATTENDANCE - RELEASED TIME; FFAC(LOCAL): WELLNESS AND HEALTH SERVICES - MEDICAL TREATMENT; FFB(LOCAL): STUDENT WELFARE - CRISIS INTERVENTION; FFF(LOCAL): STUDENT WELFARE - STUDENT SAFETY; FFG(LOCAL): STUDENT WELFARE - CHILD ABUSE AND NEGLECT; FNG(LOCAL): STUDENT RIGHTS AND RESPONSIBILITIES - STUDENT AND PARENT COMPLAINTS/GRIEVANCES; FO(LOCAL): STUDENT DISCIPLINE; GF(LOCAL): PUBLIC COMPLAINTS; GKA(LOCAL): COMMUNITY RELATIONS - CONDUCT ON SCHOOL PREMISES

E. Consider and take possible action to approve Lockhart Independent School District’s withdrawal from the Caldwell County Special Education Cooperative effective at the conclusion of the 2025–2026 school year, resulting in the dissolution of the Cooperative in accordance with Section 7 of the Caldwell County Special Education Interlocal Agreement. 138

F. Consider and/or Approve Name for New Middle School #2 140

10. CLOSED SESSION:

A. Adjourned to Closed Session: 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); specifically to discuss:

1. Superintendent's Monthly Performance Review
2. Superintendent's Performance Goals

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)]

- 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 December 9, 2025, this Notice was mailed or faxed to news media who had previously requested such Notice and an original copy was posted on the display window in the School District Administration Building on said date.



Superintendent

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.

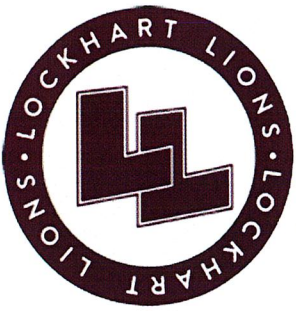
AGENDA TITLE:

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:



OFFICE OF BUSINESS AND FINANCE

Lockhart ISD • 105 S. Colorado St. • Lockhart, Texas 78644 • phone: 512.398.0000 • fax: 512.398.0025
www.lockhartisd.org

December 15, 2025

Lockhart ISD Board of Trustees and Superintendent Estrada,

I am pleased to present the Schools Financial Integrity Rating System of Texas (FIRST) report for the 2024-25 school year. There are four ratings that TEA could assign. Lockhart ISD has received the highest rating, A=Superior for the fiscal year 2023-2024. The report is always one fiscal year behind because the 2024-2025 fiscal year has not been reported to the Texas Education Agency yet, due to normal reporting time lines.

Since the Schools FIRST rating inception in 2003 for the 2001-2002 school year, Lockhart ISD has received the highest rating each year. The administration is very proud of this achievement.

The Texas Administrative Code, Title 19, Section 109.1001(I) includes the rules regarding disclosures of information to the public, including a comparison between Lockhart ISD and state standards, as well as reimbursements and gifts to the School Board and the Superintendent. It also requires the disclosure of the current Superintendent's contract. All required disclosures are included with this report.

Please let me know if you have any questions.

Respectfully,

A handwritten signature in blue ink that reads "Nicole Weiser".

Nicole Weiser
Chief Financial Officer

Financial Integrity Rating System of Texas (FIRST)				
Using Data for Fiscal Year Ended June 30, 2024				
Current		Lockhart	State	Indicator
Indicator #	Indicator Description	ISD	Standard	Rating
	<i>Critical Indicators</i>			
1	Was the Annual Financial Report filed within one month after November 27th or January 28th deadline depending upon the district's fiscal year end date (June 30th or August 31st)?	Date Rec'd = 11/26/2024	12/27/24	Yes
2	Was there an unmodified opinion in the AFR on the financial statements as a whole?	Yes	Yes	Yes
3	Was the school district in compliance with the payment terms of all debt agreements at fiscal year end?	Yes	Yes	Yes
4	Did the school district make timely payments to the Teachers Retirement System (TRS), Texas Workforce Commission (TWC), Internal Revenue Service (IRS), and other government agencies?	Yes, with warrant hold	Yes	Max score of 95 due to warrant hold
5	Was the total unrestricted net asset balance (Net of Accretion of Interest on Capital Appreciation Bonds) in the Governmental Activities Column in the Statement of Net Assets Greater than Zero?	Yes	Yes	Yes
6	Was the average change in fund balances (assigned and unassigned) over 3 years less than a 25 percent decrease or did the current year's assigned and unassigned fund balances exceed 75 days of operational expenditures?	Yes	Yes	Yes
7	Was the number of days of cash on hand and current investments in the general fund for the school district sufficient to cover operating expenditures (excluding facilities acquisition and construction)?	85.5627	10 points for >= 90	8 points
8	Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt?	6.0037	10 points for >= 3.00	10 points
9	Did the school district's general fund revenues equal or exceed expenditures (excluding facilities acquisition and construction)	0.0735	10 points for >= 0%	10 points
10	Did the school district's average less than a 10 percent variance when comparing budgeted revenues to actual revenues for the last 3 fiscal years?	Indicator not scored for FY 23-24		
11	Was the ratio of long-term liabilities to total assets for the school district sufficient to the support long-term solvency? If the school district's increase of students in membership over 5 years was 7 percent or more, then the school district automatically passes this indicator.	7.12% Student Growth	10 points for >= 7% growth	10 points

Financial Integrity Rating System of Texas (FIRST)				
Using Data for Fiscal Year Ended June 30, 2024				
Current		Lockhart	State	Indicator
Indicator #	Indicator Description	ISD	Standard	Rating
12	What is the correlation between future bet requirements and the district's assessed property value?	3.7335	10 points for <=4	10 points
13	Was the administrative cost ratio equal to or less than the threshold ratio?	.0889	10 points for <= 0.10	10 points
14	Did the school district not have a 15 percent decline in the students to staff ratio over 3 years?	Yes	Yes	10 points
15	Was the school district's ADA within the allotted range of the district's biennial pupil projection(s) submitted to TEA?	Actual: 5,894 Proj: 5,903 Diff: 9	5 points for projection <=10% of actual	5 points
16	Did the comparison of Public Education Information Management System (PEIMS) data to like information in the school district's AFR result in a total variance of less than 3 percent of all expenditures by function?	0	3%	Passed
17	Did the external independent auditor report that the AFR was free of any instance(s) of material weaknesses in internal controls over financial reporting and compliance for local, state or federal funds?	Yes	Yes	Passed
18	Did the external independent auditor indicate the AFR was free of any instance(s) of material noncompliance for grants, contracts, and laws related to local, state or federal funds?	Yes	Yes	10 points
19	Did the school district post the required financial information on its website in accordance with Government Code, Local Government Code, Texas Education Code, Texas Administrative Code and other statutes, laws and rules that were in effect at the school district's fiscal year end?	Yes	Yes	5 points
20	Did the school board members discuss the district's property values at a board meeting within 120 days before the district adopted its budget?	Yes	Yes	Passed
21	Did the school district receive an adjusted repayment schedule for more than one fiscal year for an over-allocation of Foundation School Program (FSP) funds because of financial hardship?	No	No	Passed
	Score:	98		
	24-25 MAX Score:	95		
	Rating:	A=Superior		

School FIRST Annual Financial Management Report

Title 19 Texas Administrative Code Chapter 109, Budgeting, Accounting, and Auditing Subchapter AA, Commissioner's Rules Concerning Financial Accountability Rating System, Section 109.1005. Effective 2/3/11.

The template has been established to help the districts in gathering their data and presenting it at their School FIRST hearing. The template may not be all inclusive.

Superintendent's Current Employment Contract

A copy of the superintendent's current employment contract at the time of the School FIRST hearing is to be provided. In lieu of publication in the annual School FIRST financial management report, the school district may chose to publish the superintendent's employment contract on the school district's Internet site.

If published on the Internet, the contract is to remain accessible for twelve months.

Reimbursements Received by the Superintendent and Board Members

For the Twelve-Month Period
Ended June 30, 2024

Description of Reimbursements	M. Estrada	B Sanchez	R. Pulliam	T. Guyton	W. Burnett	R Rayos	S Lockhart	M Wright
	Superintendent	Board Member 1	Board Member 2	Board Member 3	Board Member 4	Board Member 5	Board Member 6	Board Member 7
Meals	\$ 389.83	\$ 63.58	\$ -	\$ 35.24	\$ -	\$ 74.62	\$ 63.68	\$ 37.67
Lodging	\$ 7,193.11	\$ 2,444.58	\$ 1,691.29	\$ 1,143.16	\$ 1,134.46	\$ 8,515.41	\$ 2,445.27	\$ 2,451.79
Transportation	\$ 2,287.76	\$ 519.71	\$ 114.17	\$ -	\$ 384.02	\$ 906.83	\$ 815.20	\$ 760.44
Motor Fuel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other	\$ 2,650.06	\$ 2,395.00	\$ 1,040.00	\$ 580.00	\$ 1,080.00	\$ 2,125.00	\$ 1,855.00	\$ 1,615.00
Total	\$ 12,520.76	\$ 5,422.87	\$ 2,845.46	\$ 1,758.40	\$ 2,598.48	\$ 11,621.86	\$ 5,179.15	\$ 4,864.90

All "reimbursements" expenses, regardless of the manner of payment, including direct pay, credit card, cash, and purchase order are to be reported. Items to be reported per category include:

Meals – Meals consumed out of town, and in-district meals at area restaurants (outside of board meetings, excludes catered board meeting meals).

Lodging - Hotel charges.

Transportation - Airfare, car rental (can include fuel on rental, taxis, mileage reimbursements, leased cars, parking and tolls).

Motor fuel – Gasoline.

Other: - Registration fees, telephone/cell phone, internet service, fax machine, and other reimbursements (or on-behalf of) to the superintendent and board member not defined above.

Outside Compensation and/or Fees Received by the Superintendent for Professional Consulting and/or Other Personal Services

For the Twelve-Month Period
Ended June 30, 2024

Name(s) of Entity(ies)	Amount Received
None reported	\$ -
Total	\$0.00

Compensation does not include business revenues generated from a family business (farming, ranching, etc.) that has no relation to school district business.

Gifts Received by Executive Officers and Board Members (and First Degree Relatives, if any) (gifts that had an economic value of \$250 or more in the aggregate in the fiscal year)

For the Twelve-Month Period
Ended June 30, 2024

	M. Estrada	B Sanchez	R. Pulliam	T. Guyton	W. Burnett	R Rayos	S Lockhart	M Wright
	Superintendent	Board Member 1	Board Member 2	Board Member 3	Board Member 4	Board Member 5	Board Member 6	Board Member 7
Total (none reported)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Note – An executive officer is defined as the superintendent, unless the board of trustees or the district administration names additional staff under this classification for local officials.

Business Transactions Between School District and Board Members

For the Twelve-Month Period
Ended June 30, 2024

Amounts (none to report)	M. Estrada	B Sanchez	R. Pulliam	T. Guyton	W. Burnett	R Rayos	S Lockhart	M Wright
	Superintendent	Board Member 1	Board Member 2	Board Member 3	Board Member 4	Board Member 5	Board Member 6	Board Member 7
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Note - The summary amounts reported under this disclosure are not to duplicate the items disclosed in the summary schedule of reimbursements received by board members.

Superintendent Term Contract

This Contract is entered into between the Board of Trustees (the “Board”) of LOCKHART INDEPENDENT SCHOOL DISTRICT (the “District”) and MARK ESTRADA (the “Superintendent”).

The Board and the Superintendent, for and in consideration for the terms stated in this Contract, hereby agree as follows:

1. **Term.** The Board agrees to employ the Superintendent on a twelve-month basis per school year, for a four-year term, beginning January 23, 2025, and ending January 23, 2029. The Board and the Superintendent (the “Parties”) may extend the term of this Contract by agreement.
2. **Certification.** The Superintendent agrees to maintain the required certification throughout the term of employment with the District. If the Superintendent’s certification expires, is canceled, or is revoked, this Contract is void.
3. **Representations.** The Superintendent makes the following representations:
 - 3.1 **Beginning of Contract:** At the beginning of this Contract, and at any time during this Contract, the Superintendent specifically agrees to submit to a review of his or her national criminal history record information (NCHRI) if required by the District, TEA, or SBEC. The Superintendent understands that a criminal history record acceptable to the Board, at its sole discretion, is a condition precedent to this Contract.
 - 3.2 **During Contract:** The Superintendent also agrees that, during the term of this Contract, the Superintendent will notify the Board in writing of any arrest or of any indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent. The Superintendent agrees to provide such notification in writing within three calendar days of the event.
 - 3.3 **False Statements and Misrepresentations:** The Superintendent represents that any records or information provided in connection with his or her employment application are true and correct. Any false statements, misrepresentations, omissions of requested information, or fraud by the Superintendent in or concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.
4. **Duties.** The Superintendent shall be the educational leader and chief executive officer of the District. The Superintendent agrees to perform his or her duties as follows:

- 4.1 **Authority:** The Superintendent shall perform such duties and have such powers as may be prescribed by the law and the Board. The Board shall have the right to assign additional duties to the Superintendent and to make changes in responsibilities or work at any time during the contract term. All duties assigned by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.
- 4.2 **Standard:** Except as otherwise permitted by this Contract, the Superintendent agrees to devote his or her full time and energy to the performance of his or her duties. The Superintendent shall perform his or her duties with reasonable care, skill, and diligence. The Superintendent shall comply with all Board directives, state and federal laws and rules, Board policy, and regulations as they exist or may hereafter be amended.
- 4.3 **Residency:** The Superintendent shall maintain a residence within the geographic boundaries of the District while Superintendent of the District.
5. **Compensation.** The District shall pay the Superintendent an annual salary as follows:
- 5.1 **Salary:** The Superintendent shall be paid Two Hundred and Eighty Thousand, Five Hundred Fifty-Six and 00/100 Dollars (\$280,556.00) per year. Annually, the Superintendent will be entitled to the same percentage raise that a teacher with the same years of experience receives as a result of a Board-approved salary increase, if any such increase is approved by the Board of Trustees.
- (a) **Widespread Salary Reduction.** If the Board implements a widespread salary reduction under Texas Education Code section 21.4023, the Superintendent's annual salary shall be reduced by the percent or fraction of a percent that is equal to the average percent or fraction of a percent by which teacher salaries have been reduced.
- (b) **Furlough.** If the Board implements a furlough under Texas Education Code section 21.4021, the Superintendent shall be furloughed for the same number of days as other contract personnel and the Superintendent's salary shall be reduced in proportion to the number of furlough days.
- 5.2 **Texas Teacher Retirement System Salary Supplement.** The District shall continue to supplement the Superintendent's annual salary by an amount equal to one hundred percent (100%) of the Superintendent's portion of the monthly member contribution to the Texas Teacher Retirement System ("TRS"). This supplement shall include both the retirement and TRS-Care parts of the TRS member contribution, as applicable. This additional salary supplement shall be paid to the Superintendent in regular semi-monthly payroll installments and shall be reported as "creditable compensation" by the District for purposes of TRS, to the extent permitted by TRS.
- 5.3 **Longevity Award.** If the Superintendent is employed by the District on June 30,

2027, the District shall pay the Superintendent a lump sum payment of Seventy-Five Thousand and 00/100 Dollars (\$75,000.00).

5.4 **Benefits:** The District shall provide benefits to the Superintendent as provided by state law and Board policies. The Board reserves the right to amend its policies at any time during the term of this Contract to reduce or increase these benefits, at the Board's sole discretion.

(a) **Leave.** The Superintendent shall receive the same number of days of leave as authorized by Board policy for administrative employees on 12-month contracts. The Superintendent shall observe the same holidays and breaks as provided for other 12-month administrators in the Board's adopted annual calendar and shall be eligible for any leave available to other employees under Board policy. The Superintendent shall schedule vacation and leave days with prior written approval of the Board President and at times that will least interfere with the performance of the Superintendent's duties. Each year of this contract, the Superintendent shall be reimbursed his daily rate of pay for a maximum of ten, unused leave days.

(b) **Transportation.** The District shall provide the Superintendent with an automobile allowance in the sum of Two Hundred Fifty dollars (\$250.00) per month. This payment is in lieu of mileage expense reimbursement, gasoline, insurance, or other charges associated with in-District travel.

(c) **Professional memberships.** The Board encourages the Superintendent to become a member of and participate in professional associations and community and civic affairs, including the chamber of commerce, civic clubs, governmental committees, and educational organizations. The Board concludes that such participation will serve a legitimate purpose related to the educational mission of the District. The District shall reimburse the Superintendent for the cost of membership in up to two professional educational organizations and four local civic organizations, subject to advance approval by the Board.

(d) **Insurance Premiums**

1. **Health Insurance.** The District shall pay premiums for health benefits for the Superintendent in accordance with the group health care plan provided by the District for all full-time employees of the District.

2. **Family Insurance.** The District shall reimburse the Superintendent for costs incurred by the Superintendent for health insurance for his immediate family (defined for the purposes of this provision to include his spouse and children). The District shall make payments pursuant to this reimbursement monthly, upon receipt of payment of health insurance premiums by Superintendent.

3. **Life Insurance.** The District shall provide the Superintendent with a term

life insurance policy in the amount of Fifty Thousand Dollars (\$50,000). The district shall pay the premiums for the life insurance policy for the duration of this Agreement. The life insurance policy shall be owned by the District on the life of the Superintendent, but the Superintendent shall have the sole right to determine the beneficiary under the policy.

(e) **Business Expenses.** The District shall reimburse the Superintendent, according to Board policy, for expenses incurred by the Superintendent in the performance of the Superintendent's duties. The Superintendent shall be reimbursed for travel on District business out of the District at the standard mileage rate approved by the Internal Revenue Service. If the Superintendent receives reimbursement for travel, lodging or other expenses from another entity or organization, the Superintendent shall not also be reimbursed by the District for the same expenses.

(f) **Technology Allowance.** The District will provide the Superintendent with a technology allowance of One Hundred Dollars (\$100.00) per month.

(g) **Professional Development.** The Board encourages the continued professional growth of the Superintendent through reasonable attendance and participation in appropriate professional meetings at the local, regional, state, and national levels, with the advance approval of the Board. The District shall reimburse the Superintendent for the reasonable expense of such professional activities up to a maximum of Four Thousand and 00/100 dollars (\$4,000.00) each district fiscal year, in accordance with the adopted budget and the Board's policies regarding expense reimbursement.

5.5 **Retirement Account Contribution.** The District will make a monthly payment of One Thousand, Nine Hundred Fifty-Eight and 33/100 (\$1,958.33) to a 457B Retirement Account on behalf of the Superintendent. Should the annual contribution limit be raised above \$23,500, the District's contribution will increase to annual contribution limit, to a maximum of \$30,000.

6. **Board Meetings.** Unless otherwise prohibited by law, the Superintendent shall attend, and shall be permitted to attend, all meetings of the Board, both public and closed, with the exception of those closed meetings devoted to the consideration of any action or lack of action on the Contract or the Superintendent's salary and benefits as set forth in this Contract, or the Superintendent's evaluation, or for purposes of resolving conflicts between individual Board members, or when the Board is acting in its capacity as a tribunal. In the event of illness or Board President approved absence, the Superintendent's designee may attend such meetings, subject to the exceptions noted above. Notwithstanding the terms of this provision, the parties may agree to excuse the Superintendent from any Board meeting or closed session.

7. **Indemnification.** To the extent it may be permitted to do so by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapter 102, the District does hereby agree to defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, judgments, expenses and attorneys'

fees incurred in any legal proceedings brought against the Superintendent in the Superintendent's individual or official capacity as an employee and as a Superintendent of the District, providing the incident(s), which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses and attorneys' fees, arose or does arise in the future from an act or omission of Superintendent as an employee of the District, acting within the course and scope of Superintendent's employment with the District; excluding, however, any such demand, claim, suits, actions, judgments, expenses and attorneys' fees for those claims or any causes of action where it is determined by the Board that Superintendent committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith, with conscious indifference or reckless disregard; and excluding any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract, held either by the District or by the Superintendent. The selection of the Superintendent's legal counsel shall be with the mutual agreement of the Superintendent and by the District if such legal counsel is not also District's legal counsel. A legal defense may be provided through insurance coverage, in which case the Superintendent's right to agree to legal counsel provided for her will depend on the terms of the applicable insurance contract. To the extent this Section exceeds the authority provided and the limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly. The provisions of this Section shall survive the termination of this contract.

8. **Goals and Evaluation.**

8.1 Development of Goals. The Superintendent shall submit to the Board each year, for the Board's consideration and adoption, a preliminary list of goals for the District. The goals approved by the Board shall at all times be reduced to writing and shall be among the criteria on which the Superintendent's performance will be reviewed and evaluated.

8.2 Time and Basis of Evaluation. The Board shall evaluate and assess in writing the performance of the Superintendent at least once each year during the term of this Contract. The evaluation and assessment shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description.

8.3 Confidentiality. Unless the Board and Superintendent expressly agree otherwise in writing, the evaluation of the Superintendent shall at all times be conducted in executive session and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Board or Superintendent from sharing the content of the Superintendent's evaluation with their respective legal counsel.

8.4 Evaluation Format and Procedures. The evaluation format and procedure shall be in accordance with the evaluation instrument selected by the Board in accordance with the provisions of this Contract, the Board's policies, and state and federal law. In the event the Board deems that the evaluation instrument, format and/or procedure is to be modified by the Board and such modifications would require new or different performance expectations, the Superintendent shall be provided a reasonable period of time to demonstrate such expected performance

before being evaluated.

9. **Suspension.** In accordance with Texas Education Code chapter 21, the Board may suspend the Superintendent without pay during the term of this Contract for good cause as determined by the Board.

10. **Termination, Nonrenewal, and Resignation of Contract.** Termination or nonrenewal of this contract, or resignation under this contract, will be governed by Texas Education Code chapter 21. Notwithstanding anything to the contrary in Texas Education Code chapter 21, the Superintendent shall be entitled to written notice not later than the 45th day before the last day of the contract term, containing reasonable notice of the reason(s) for the proposed non-renewal of the Superintendent's Contract with the District.

11. **General Provisions.**
 - 11.1 **Amendment:** This Contract may not be amended except by written agreement of the Parties.

 - 11.2 **Severability:** If any provision in this Contract is, for any reason, held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of the Contract. This Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been a part of the Contract.

 - 11.3 **Entire Agreement:** All existing agreements and contracts, both verbal and written, between the Parties regarding the employment of the Superintendent are superseded by this Contract. This Contract constitutes the entire agreement between the Parties.

 - 11.4 **Applicable Law and Venue:** Texas law shall govern construction of this Contract. The Parties agree that venue for any litigation relating to the Superintendent's employment with the District, including this Contract, shall be the county in which the District's administration building is located. If litigation is brought in federal court, the Parties agree that venue shall be the federal district and division in which the District's administration building is located.

 - 11.5 **Paragraph Headings:** The headings used at the beginning of each numbered paragraph in this Contract are not intended to have any legal effect; the headings do not limit or expand the meaning of the paragraphs that follow them.

 - 11.6 **Legal Representation:** Both Parties have been represented by legal counsel of their choice, or have had the opportunity to consult with legal counsel, in the negotiation and execution of this Contract.

12. **Notices.**

- 12.1 **To Superintendent:** The Superintendent agrees to keep a current address on

file with the District's human resources office and the Board President. The Superintendent agrees that the Board may meet any legal obligation it has to give the Superintendent written notice regarding this Contract or the Superintendent's employment by hand-delivery, or by certified mail, regular mail, and/or express delivery service to the Superintendent's address of record.

12.2 **To Board:** The Board agrees that the Superintendent may meet any legal obligation to give the Board written notice regarding this Contract or the Superintendent's employment by providing one copy of the notice to the President of the Board and one copy to the Vice President of the Board. The Superintendent may provide such notices by hand delivery, or by certified mail, regular mail, and/or express delivery service, to the Board President and Vice President's addresses of record, as provided to the District.

I have read this Contract and agree to abide by its terms and conditions:

Superintendent: 
Mark Estrada

Date signed: 1/23/25

Lockhart Independent School District

By: 
Michael Wright, President, Board of Trustees

Date signed: 1/23/25

Minutes of Regular Meeting

The Board of Trustees Lockhart Independent School District

A Regular meeting of the Board of Trustees of Lockhart Independent School District was held Monday, November 17, 2025, 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 Micahel Wright Other members present were Chris Charles, Sam Lockhart, Tom Guyton, Dr. Barbara Sanchez and Rebecca Pulliam. Rene Rayos arrived at 7:57p.m.
2. Invocation was given by Trustee Guyton
3. Presentation of Colors by JROTC
4. Recognition
 - A. Lions Club Peace Poster Winners
 - B. Boys Cross Country State Qualifier
5. Public Comment

N/A

6. PUBLIC HEARING:
 - A. Public Hearing for the Targeted Improvement Plans for Alma Brewer Strawn and Navarro Elementary

Michael Shrine addressed the Board during this hearing.

7. Business: Consent Agenda
 - A. Approval of Minutes
 1. October 27, 2025
 - B. Review Tax Collection Report
 - C. Review Cash Investments Report

Trustee Sanchez made the motion to approve the Consent agenda as presented. Trustee Pulliam seconded the motion. The motion carried, 6-0.

Voting for:

**Dr. Barbara Sanchez, Rebecca Pulliam, Michael Wright,
Tom Guyton, Sam Lockhart, Chris Charles**

Note: Rene Rayos arrived after this vote.

Voting against:

8. COMMUNICATION:

A. Special Services Department Update

This update was given by the Director of Special Services, Christina Smith. No action was taken.

B. Staff Engagement Survey/Staff Forum

This presentation was provided by the Director of School Safety & Community Relations, Adam Miller. No action was taken.

C. 2025-2026 Monthly Budget Update

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

D. District Achievement Dashboard: Progress towards targets

This presentation was given by the Director of Accountability, Todd McBride, the Director of Elementary Education, Dr. Belinda Vasquez, and the Executive Director of Secondary Education, Ty Davidson. No action was taken.

E. Guarantee Maximum Price (GMP) No. 2 for Middle School #2

This update was provided by the Bond Construction Manager, Jeremiah Chapman. No action was taken.

9. COMMUNICATION/ACTION:

A. Consider and/or Approve Name for New Middle School #2

The Board moved this item to after closed session. No action. Tabled to next month.

Voting for:

Voting against:

B. Consider and/or Approve Targeted Improvement Plans for Alma Brewer Strawn and Navarro Elementary

Trustee Sanchez made the motion that the Board approve the Targeted Improvement Plans of Alma Brewer Strawn Elementary and Navarro Elementary as presented. Trustee Pulliam seconded the motion. The motion carried 7-0.

Voting for: Dr. Barbara Sanchez, Rebecca Pulliam, Michael Wright, Rene Rayos, Tom Guyton, Sam Lockhart, Chris Charles

Voting against:

C. Consider and/or Approve Student Athletic Ticket Admission Proposal

Trustee Guyton made the motion that the Board approve the dissolution of student athletic ticket admissions for secondary athletic events. Trustee Rayos seconded the motion. The motion carried 7-0.

Voting for: Tom Guyton, Rene Rayos, Rebecca Pulliam, Dr. Barbara Sanchez, Michael Wright, Sam Lockhart, Chris Charles

Voting against:

D. Consider and/or Approve Guarantee Maximum Price (GMP) No.1 for Middle School #2

Trustee Sanchez made the motion that the Board approve the GMP 1 for Middle School #2 not to exceed \$9,100,000.00. Trustee Lockhart seconded the motion. The motion carried 7-0.

Voting for: Dr. Barbara Sanchez, Sam Lockhart, Rebecca Pulliam, Michael Wright, Rene Rayos, Tom Guyton, Chris Charles

Voting against:

E. Consider and/or Approve Bid for Interactive Panels

Trustee Sanchez made the motion that the Board approve the award of RFP 25-013 Interactive Panels to M & A Technology as presented. Trustee Pulliam seconded the motion. The motion carried 7-0.

Voting for: Dr. Barbara Sanchez, Rebecca Pulliam, Michael Wright, Rene Rayos, Tom Guyton, Sam Lockhart, Chris Charles

Voting against:

F. Consider and/or Approve New Innovative Courses

Trustee Sanchez made the motion that the Board approve the new innovative courses as presented. Trustee Rayos seconded the motion. The motion carried 7-0.

Voting for: Dr. Barbara Sanchez, Rene Rayos, Rebecca Pulliam,
Michael Wright, Tom Guyton, Sam Lockhart, Chris Charles

Voting against:

G. Consider and/or Approve Caldwell County Appraisal District Board of Directors Candidate(s)

Trustee Sanchez made the motion that the Board approve elect Alfredo Munoz for a position on the Caldwell County Appraisal District Board of Directors. Trustee Rayos seconded the motion. The motion carried 7-0.

Voting for: Dr. Barbara Sanchez, Rene Rayos, Rebecca Pulliam,
Michael Wright, Tom Guyton, Sam Lockhart, Chris Charles

Voting against:

H. Consider and/or Approve Region 13 Instructional Coaches for Alma Brewer Strawn and Navarro Elementary Schools

Trustee Sanchez made the motion that the Board approve the Region 13 Instructional Coaches for Alma Brewer Strawn Elementary and Navarro Elementary as presented. Trustee Pulliam seconded the motion. The motion carried 7-0.

Voting for: Dr. Barbara Sanchez, Rebecca Pulliam, Michael Wright,
Rene Rayos, Tom Guyton, Sam Lockhart, Chris Charles

Voting against:

10. 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) specifically to discuss:

1. Superintendent's Monthly Performance Review

The Board of Trustees on Monday, November 17, 2025, convened at 8:53 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); and 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. The Board ended its closed session at 9:54 PM on Monday November 17, 2025. No votes, decisions, or actions were taken while in closed session.

The Board moved back to item 9-A. Then returned to item 11.

- 11. BOARD AND STAFF COMMENTS - ITEMS OF COMMUNITY INTEREST*
- 12. BENEDICTION was given by Trustee Guyton
- 13. ADJOURNMENT was at 10:00 p.m. by Board President Michael Wright

Michael Wright, Board President

Dr. Barbara Sanchez, Board Secretary

Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item:

AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION:

DEPARTMENT:

DISTRICT GOAL(S) ALIGNMENT:

1. Create 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:

Texas Workforce Commission

Child Care Local Match Contribution Agreement

General Agreement Terms

Please enter Contributor and Local Workforce Development Board (Board) information, including the local workforce development area(s) (workforce area) and the amount of pledged local funds.

Name of Contributor: Lockhart Independent School District

Board Legal Entity Name: Workforce Solutions Rural Capital Area

Workforce Area: Rural Capital Area

Donation Amount: \$ _____ **Transfer Amount:** \$ _____

Certification of Expenditures Amount: \$ 48,805

The contributor identified above pledges the local funds as indicated in order for the Texas Workforce Commission (TWC) to draw down additional federal funds. Both the local and matched federal funds will be used for the provision of allowable child care services or activities in the workforce area(s) listed above or within the state if indicated through this agreement. All parties understand and agree that:

- the appropriate Federal Medical Assistance Percentage for Texas will be used to determine the amount of federal funds matched as a result of this local contribution, and
- this agreement is contingent upon acceptance of this agreement in an open meeting by a majority of TWC’s three-member Commission.

Signatures

The individual signing this agreement on behalf of the contributor or the Board hereby warrants that he or she has been fully authorized to execute this agreement on behalf of his or her organization; and validly and legally bind his or her organization to all the terms, performances, and provisions of this agreement.

For the faithful performance of this agreement as delineated, the parties below affix their signatures and bind their

agencies effective 1/1/2026 **, and continuing through** 12/31/2026

Contributor Signature: _____ **Date:** _____

Printed Name: Mark Estrada

Title: Superintendent **E-mail (optional):** Mark.estrada@lockhart.txed.net

Board Signature: _____ **Date:** _____

Printed Name: _____

Legal Authority

In the State of Texas, TWC is designated as the lead agency for the administration of Child Care and Development Fund (CCDF) funds available under Title VI of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (42 United States Code § 9801 *et seq.*).

Pursuant to federal regulations (45 Code of Federal Regulations (C.F.R.) Parts 98 and 99), TWC is the CCDF lead agency for Texas and the entity designated to accept donated funds from any private entity, or transferred funds from any public entity, or certifications of expenditures from public entities that may be used as match for available federal funds. As such, the terms of this agreement are contingent upon the certification of private donations (if applicable) by TWC, and the final acceptance of this agreement in an open meeting by a majority of TWC's three-member Commission.

Contributions from a Private Entity to TWC

For contributions from a private entity to TWC, the contributor, by executing this agreement, certifies that pursuant to Labor Code § 301.021(b)–(d) and Texas Government Code § 575.005:

- the contributor is not party to an administrative proceeding before the Commission.
 - Under Texas Government Code §575.005, “administrative proceeding” means a “contested case” as defined by Texas Government Code § 2001.003(1), that is, “a proceeding, including a ratemaking or licensing proceeding, in which the legal rights, duties, or privileges of a party are to be determined by a state agency after an opportunity for adjudicative hearing.”
 - Before accepting this agreement, TWC will verify whether the private entity contributor is party to an administrative proceeding before the Commission. If the private entity contributor is, or becomes a party to, an administrative proceeding before the Commission before the Commission’s acceptance of this agreement, Texas Labor Code § 301.021(b) and Texas Government Code § 575.005 prohibit the Commission from accepting this agreement until the 30th calendar day after the date that the decision in the proceeding becomes final under Texas Government Code § 2001.144.
- If the contributor is a for-profit entity, the contributor does not currently:
 - have a contract with TWC for services or products of a value of fifty thousand dollars (\$50,000) or greater; or
 - have a bid in response to a request for proposal for such contract before TWC.

This condition does not apply to a contract or bid that relates only to providing child care services.

- Upon execution of this agreement, if it is for the contribution of privately donated funds from a for-profit entity, the contributor understands that pursuant to Texas Labor Code § 301.021(d), the contributor shall not enter into a contract with TWC or submit a bid in response to a request for proposal issued by TWC before the first anniversary of the date on which TWC accepted a donation from the contributor, unless the contract or bid relates only to providing child care services.

Contributions from a Private Entity to a Board

For contributions from a private entity to a Board, consistent with Labor Code § 301.021(b)–(d) and Texas Government Code § 575.005:

- the contributor is not party to a Board-level complaint or appeal pursuant to 40 Texas Administrative Code, Chapter 823, Subchapter B.
 - Before accepting this agreement, the Board will verify whether the private entity contributor is party to a Board-level complaint or appeal. If the private entity contributor is, or becomes a party to, a Board-level complaint or appeal before the Commission’s acceptance of this agreement, the Commission will not accept this agreement until the 30th calendar day after the date that the decision in the proceeding becomes final under Chapter 823.

- If the contributor is a for-profit entity, the contributor does not currently:
 - have a contract with the Board for services or products of a value of fifty thousand dollars (\$50,000) or greater; or
 - have a bid in response to a request for proposal for such contract before the Board.

This condition does not apply to a contract or bid that relates only to providing child care services.

- Upon execution of this agreement, if it is for the contribution of privately donated funds from a for-profit entity, the contributor understands that consistent with Texas Labor Code § 301.021(d), the contributor shall not enter into a contract with the Board or submit a bid in response to a request for proposal issued by the Board before the first anniversary of the date on which the Board accepted a donation from the contributor unless the contract or bid relates only to providing child care services.

Contributor Agreement

The contributor agrees as follows:

- To remit to TWC the pledged local share in accordance with the contributions schedules and payment plans specified in the local agreement.
- For public transfers of funds and private donations made to TWC, checks remitted by the contributor must be made payable to the “Texas Workforce Commission” and submitted to TWC.
- For private donations made to the Board, the contributor must remit the donation to the Board.
- To keep and make available to TWC or the Board upon request, records adequate to show that the contributed funds put forth in this agreement are eligible for matching purposes. The records shall be retained and made accessible for the longer of:
 - the period specified by the Board’s record retention policies for such records,
 - seven (7) years after the end date of this agreement, or
 - until the completion and resolution of all issues that arise from any litigation, claim, negotiation, audit, or other action that began during and was ongoing as of the end of the normal retention period.
- When certifying expenditures of public funds as the local match, to provide the Board and TWC with a statement that certifies the expenditures and includes information detailing services delivered and expenditures in the format and within the time frames prescribed by the Board.
- When certifying expenditures of public funds as the local match, to report to TWC no later than the 14th month of the grant certifications consistent with the contributions schedules and payment plans specified in the local agreement.
- To certify that the expenditures used as child care match are eligible for federal match and were not used to match other federal funds.
- Donations from private entities:
 - are donated without any restriction that would require their use for a specific individual, organization, facility, or institution;
 - do not revert to the donor’s facility or use;
 - are not used to match other federal funds;
 - shall be certified both by the donor and by TWC;
 - shall be subject to the audit requirements in 45 C.F.R. § 98.65; and
 - shall be subject to federal reporting; entities shall provide the Board and TWC, on request, data needed for federal reporting purposes.

Board Agreement

The Board agrees as follows:

- To use the funds donated or transferred by the contributor, and the resulting federal funds for child care services consistent with the intent of this agreement and in accordance with applicable local, state, and federal laws and regulations.
- To ensure that certified public expenditures (if applicable):
 - represent expenditures eligible for federal match;
 - were not used to match other federal funds;
 - were not federal funds unless authorized by federal law to be used to match other federal funds; and
 - do not represent expenditures for public prekindergarten programs as referenced in 45 C.F.R. § 98.55(h).
- To ensure that donations from private entities:
 - are donated without any restriction that would require their use for a specific individual, organization, facility, or institution;
 - do not revert to the donor's facility or use;
 - are not used to match other federal funds;
 - shall be certified both by the donor and by TWC;
 - shall be subject to the audit requirements in 45 C.F.R. § 98.65; and
 - shall be subject to federal reporting (Entities shall provide the Board and TWC, upon request, data needed for federal reporting purposes.).
- To inform the contributor of the time frames and procedures for remitting payment of pledged funds or submitting reports delineating certification of expenditures during the contribution period.

Board and Contributor Agreement

The Board and the Contributor agree as follows:

- That performance under this agreement is contingent upon the certification of private donations (if applicable) and the final acceptance of this agreement in an open meeting by a majority of TWC's three-member Commission.
- "Child Care Local Match Contribution Information" is incorporated by reference.
- To comply with federal regulations in 45 C.F.R. § 98.55, relating to matching fund requirements, and 45 C.F.R. § 98.56, relating to restrictions on the use of funds.
- To submit a certification of expenditures report, certifying that the child care-related expenditures were incurred according to regulations and policies to draw down such federal matching funds, and have not already been used as match for any other federal matching program.
- Other agreed-upon local operating plans and procedures used to implement and carry out the terms and intent of this agreement must comply with Board policies and procedures.
- This agreement for the contributor to provide matching funds is contingent upon the availability and amount of unmatched federal CCDF appropriations. If such funds are otherwise unavailable or reduced, written notice of termination, payment suspension, or funding reduction will be given by any party.
- These terms and conditions may be amended by written agreement of all parties at any time before the current agreement end date, as indicated on page one of this agreement, contingent upon acceptance of the amended terms and conditions by all parties.

- If federal, state, or local laws, or other requirements are amended or judicially interpreted so as to render continued fulfillment of this agreement, on the part of any of the parties, substantially unreasonable or impossible, and if the parties should be unable to agree upon any amendment that would therefore be needed to enable the substantial continuation of the services contemplated herein, the parties shall be discharged from any further obligations created under the terms of this agreement, except for the equitable settlement of the respective accrued interests or obligations incurred up to the date of termination.
- This agreement may be terminated by any party, for any reason, upon written notification to the other parties of at least thirty (30) days in advance of such termination. Such written notification will be sent to the contributor's address as specified in the Child Care Local Match Contributor Information section in this agreement.

Board Information

Complete the section below regarding the Board.

Board Legal Entity Name Workforce Solutions Rural Capital Area

Street Address: 701 E. Whitestone Blvd. Suite 200

City: Cedar Park **State:** Texas **Zip Code:** 78613

Board Staff Contact Name: Gwen Snyder **Phone:** (512) 431-2893 **Fax:** _____

Board Staff Contact E-mail Address: Gwen.snyder@ruralcapital.net

Contributor Information

Complete the section below regarding the Child Care Local Match Contributor.

Contributor Name: Lockhart Independent School

Street Address: 419 Bois D' Art Street

City: Lockhart **State:** Texas **Zip Code:** 78664

Type of Entity: Independent School District

Name of Fiscal Agent (if applicable): _____

Vendor ID Number or Federal Employer ID Number of Contributor or Contributor's Fiscal Agent: 17460016359

Contributor Contact Name: Deanna Juarez **Phone:** 512-398-0246 **Fax:** _____

Contributor Contact E-mail Address: Deanna.juarez@lockhart.txed.net

Originating Agreement Information

Please fill out the information below regarding the type of contribution and pledged local match amount.

Type of Contribution:

- Donation (Private Entity)
- Transfer (Public Entity)
- Certification (Public Entity)

Pledged Local Match Amount: \$48,805

Amounts secured in excess of the pledged local match amount, if any, are herein included in this agreement and approved for use in accordance with this agreement, including use for statewide match purposes, if agreed in this agreement

The contributor voluntarily agrees and allows that any local contributions secured in excess of the amount needed to draw down the federal match amount allocated to the workforce area may be used for statewide match purposes. Yes No

Program Number: 1526CCMC02

The contributor voluntarily agrees and allows that any certifications of expenditures and donations over the pledged amount will be aggregated and obligated at the state level. The excess amounts will be applied to the local leverage amounts that all workforce areas are required to secure to access federal matching funds allocated among all workforce areas. Yes No

Did a Board Member assist in securing this local match agreement? Yes No

If yes, Name of Board Member: _____

How did the Board Member assist? _____

Cash Contributions

Use of funds description for cash contributions: The description below addresses the Board’s planned use of local and federal funds resulting from donation and transfer of funds agreements.

Use of funds must be in compliance with the state’s CCDF State Plan in effect for the contract period.

No restrictions can be placed on use of funds by contributor.

Planned Use of Local Cash Contributions

Child Care Quality Improvement

The funds will be used for Board administered quality improvement activities allowable under TWC rule §809.16.

Source of Local Funds: _____

Planned Local Funding Amount for Child Care Quality Improvement: \$ _____

Direct Child Care

The funds will be used for:

- direct child care services;
- for eligible children and families meeting TWC and Board eligibility criteria; and
- at child care providers eligible under TWC rules.

Source of Local Funds: _____

Planned Local Funding Amount for Direct Child Care: \$ _____

Planned Use of Federal Matching Funds

Direct Child Care: Funds must be used for direct child care services.

The federal funds will be used:

- for direct child care services;
- for eligible children and families meeting TWC and Board eligibility criteria; and
- at child care providers eligible under TWC rules.

Planned Federal Funding Amount for Direct Child Care: \$ _____

Total planned local and federal funds resulting from Cash Contributions: \$ _____

Certification of Expenditures

Use of funds description for Certification of Expenditures: The descriptions below describe:

- the allowable child care services or activities that will result in local certified expenditures,
- the funding source of those certified expenditures

Use of funds must be in compliance with the state's CCDF State Plan in effect for the contract period.

No restrictions can be placed on use of funds by contributor.

Planned Local Activities to be Certified

Child Care Quality Improvement

The funds will be used by the certifying entity for quality improvement activities allowable under TWC rule §809.16.

Source of Local Funds: _____

Planned Local Certification Amount for Child Care Quality Improvement: \$ _____

Direct Child Care

The funds will be used for:

- direct child care services;
- for eligible children and families meeting TWC and Board eligibility criteria; and
- at child care providers eligible under TWC rules.

Source of Local Funds: _____ Local tax dollars and school general revenue funds

Planned Local Certification Amount for Direct Child Care: \$ 48,805

Planned Use of Federal Matching Funds

Direct Child Care: Funds must be used for direct child care services.

The federal funds will be used:

- for direct child care services;
- for eligible children and families meeting TWC and Board eligibility criteria; and
- at child care providers eligible under TWC rules.

Planned Federal Funding Amount for Direct Child Care: \$ 97,610

Total planned local and federal funds resulting from Certification of Expenditures: \$ 146,415

Donation/Transfer Payment(s) (Local Funds) Schedule

In compliance with the Contributor Agreement section of this agreement, the contributor will remit payment or reports of actual expenditures in accordance with the completed schedule below. Pursuant to TWC rule § 800.73(a)(2), the donation(s)/transfer(s) must occur within the effective program year in which the funds are allocated.

Private donor cash donations—submit one signed form to the e-mail address ccm.agreements@twc.texas.gov.

1.	Donation/Transfer Date:		Actual Amount:	\$
2.	Donation/Transfer Date:		Actual Amount:	\$
3.	Donation/Transfer Date:		Actual Amount:	\$
4.	Donation/Transfer Date:		Actual Amount:	\$
5.	Donation/Transfer Date:		Actual Amount:	\$
6.	Donation/Transfer Date:		Actual Amount:	\$
7.	Donation/Transfer Date:		Actual Amount:	\$
8.	Donation/Transfer Date:		Actual Amount:	\$
9.	Donation/Transfer Date:		Actual Amount:	\$
10.	Donation/Transfer Date:		Actual Amount:	\$
11.	Donation/Transfer Date:		Actual Amount:	\$
12.	Donation/Transfer Date:		Actual Amount:	\$
			TOTAL	\$

Public Entity Certification of Expenditures (Local Funds) Schedule

In compliance with the Contributor Agreement section of this agreement, the contributor will remit payment or reports of actual expenditures in accordance with the completed schedule below. Pursuant to TWC rule §800.73(a)(2), the certification(s) must occur within the effective program year in which the funds are allocated.

Public Entity Transfers and Certifications—submit one copy of the signed form to the e-mail address ccm.agreements@twc.texas.gov.

#	Certification Period					Reporting Date		Planned Amount of Expenditures
	From	Date	to	Date		Date		Amount
1.	From	10/1/2025	to	9/30/2026		11/1/2026		\$48,805
2.	From		to					\$
3.	From		to					\$
4.	From		to					\$
5.	From		to					\$
6.	From		to					\$
7.	From		to					\$
8.	From		to					\$
9.	From		to					\$
10.	From		to					\$
11.	From		to					\$
12.	From		to					\$

TOTAL	\$48,805
--------------	----------

Explanation is required below if reporting dates are outside the contract end date:

Board has agreement with entity for overlapping years.

Please call the Board’s assigned contract manager if you have questions. An individual may receive and review information that TWC collects by submitting a request at <https://www.twc.texas.gov/services/open-records>, sending an e-mail to open.records@twc.texas.gov or submitting a request form to TWC Open Records Unit, 101 East 15th Street, Room 266, Austin, Texas 78778-0001.

Certification of Expenditures by a Public Entity

Name of Contributing Public Entity: Lockhart ISD

The public entity named above certifies expenditures in the amount of \$48,805

to be used as state matching funds to draw down available federal matching funds as authorized in the CCDF regulations at 45 C.F.R. § 98.55.

By signing below, the public entity named above certifies that the funds specified above:

- are not federal funds, or are federal funds authorized by federal law to be used to match other federal funds;
- are not used to match other federal funds;
- represent expenditures eligible for federal match; and
- do not represent expenditures for public prekindergarten programs as referenced in 45 C.F.R. § 98.55(h).

Signature of authorized agent: _____

Date: _____

Printed name of authorized agent: Mark Estrada

Title of authorized agent: Superintendent

Joint Certification of Funds Donated to TWC from Private Sources

Name of Donor: _____

The Donor named above contributes funds in the amount of \$ _____

to TWC to be used as state matching funds to draw down available federal matching funds as authorized in CCDF regulations at 45 C.F.R. § 98.55(e)(2).

By signing below, the Donor and TWC certify that the donated funds specified above:

- are available and represent expenditures eligible for federal match;
- are donated without any restriction that would require their use for a specific individual, organization, facility, or institution;
- do not revert to the Donor's facility or use; and
- are not used to match other federal funds.

Donor's Certification

Signature of authorized agent: _____ Date: _____

Printed name of authorized agent: _____

Title of authorized agent: _____

TWC's Certification

Signature of authorized agent: _____ Date: _____

Printed name of authorized agent: Reagan Miller

Title of authorized agent: Director, Child Care & Early Learning Division

Joint Certification of Funds Donated to the Board from Private Sources

Name of Donor: _____

The Donor named above contributes funds in the amount of \$ _____ to the _____ **Workforce Development Board** to be used as state matching funds to draw down available federal matching funds as authorized in the CCDF regulations at 45 C.F.R. § 98.55(e)(2).

By signing below, the Donor, Board, and TWC certify that the donated funds specified above:

- are available and represent expenditures eligible for federal match;
- are donated without any restriction that would require their use for a specific individual, organization, facility, or institution;
- do not revert to the Donor's facility or use; and
- are not used to match other federal funds.

Donor's Certification

Signature of authorized agent: _____ Date: _____

Printed name of authorized agent: _____

Title of authorized agent: _____

Board's Certification

Signature of authorized agent: _____ Date: _____

Printed name of authorized agent: _____

Title of authorized agent: _____

TWC's Certification

Signature of authorized agent: _____ Date: _____

Printed name of authorized agent: Reagan Miller

Title of authorized agent: Director, Child Care & Early Learning Division

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:

List of Non Business Days for PIA

For Calendar Year 2026:

March 18th, 19th & 20st

July 2nd

November 24th, 27th

December 23rd, 24th, 30th, 31st

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

NOVEMBER 2025

	November	Prior Months	TOTAL	PRIOR YEAR
2025 Tax Collection	\$2,877,473.60	\$730,887.28	\$3,608,360.88	\$3,123,962.63
2024 & Prior Collection	\$135,306.08	\$877,928.87	\$1,013,234.95	\$849,333.20
Total Tax Collection =	\$3,012,779.68	\$1,608,816.15	\$4,621,595.83	\$3,973,295.83

note: Above figures include penalties and interest collected

2025 Original Levy \$35,125,913.48

November 30, 2025 Percent of 2025 Tax Collected	10.29%
November 30, 2024 Percent of 2024 Tax Collected	9.12%
November 30, 2023 Percent of 2023 Tax Collected	7.92%
November 30, 2025 - Balance of Delinquent Tax	\$4,017,238.89
November 30, 2024 - Balance of Delinquent Tax	\$3,481,402.82
November 30, 2023 - Balance of Delinquent Tax	\$2,654,432.60

Corrections made to Current Tax Roll (\$39,310.83)

Corrections made to Delinquent Tax Roll \$3,039.96

NOTE:

Caldwell County Appraisal District has collected and disbursed Attorney Fees in the amount of \$19,924.56

Submitted by:

Shanna Ramzinski

Shanna Ramzinski
 Chief Appraiser
 Caldwell County Appraisal District

Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item:

AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION:

DEPARTMENT:

DISTRICT GOAL(S) ALIGNMENT:

1. Create 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 ISD
Cash Investments Report
As of November 30, 2025**

	Texas Term	Texpool	First Lockhart	District Funds Total
General Fund	\$ 406,456	\$ 26,278,589	\$ 1,372,441	\$ 28,057,486
Redemption Fund			\$ 2,352	\$ 2,352
Interest & Sinking Fund	\$ 1,542,123	\$ 1,112,737	\$ 921,168	\$ 3,576,027
Payroll			\$ 1,000,365	\$ 1,000,365
School Nutrition	\$ 111,996	\$ 44,105	\$ 278,069	\$ 434,170
2023 Bond Proceeds	\$ 13,411,372		\$ 853,603	\$ 14,264,975
2025 Bond Proceeds	\$ 93,284,769		\$ 229,892	\$ 93,514,661
District Funds	\$ 108,756,716	\$ 27,435,431	\$ 4,657,889	\$ 140,850,036
C.D. Marshall JHS Scholarship		\$ 33,972		\$ 33,972
G.F. Hudnall Scholarship		\$ 17,746		\$ 17,746
L. White Scholarship		\$ 16,593		\$ 16,593
Mary Barron Canning Sanders Schol.		\$ 7,069		\$ 7,069
Fiduciary Funds			\$ 17,951	\$ 17,951
Roland Endowment Scholarship			\$ 22,281	\$ 22,281
Canning Engineering Scholarship		\$ 27,761		\$ 27,761
Mohle Scholarship		\$ 1,187		\$ 1,187
Top Ten Scholarship			\$ 143,066	\$ 143,066
Scholarship Funds	\$ -	\$ 104,327	\$ 183,297	\$ 287,625
Monthly rate in Bank/Pool:	4.09%	4.11%	3.00%	

Earnings from Temporary Investment Budget Amount (General Fund)	\$ 1,126,541.00
Earnings Realized	\$ 402,197
Budget Balance (Interest received in excess of budget)	\$ 724,344

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.
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 ISD
Budget Planning Calendar
2026-2027 Budget Adoption

Target Date	Activity/Process	Responsibility
12/15/2025	Budget planning calendar reviewed with school board	Superintendent, CFO
1/16/2026	Preliminary projected enrollments developed	CFO
1/16/2026	Preliminary revenue projections	CFO
1/21/2026	Budget process and campus budget preparation outlined to Leadership	Superintendent, CFO
1/23/2026	Campus Improvement Committee advisory review	CIC
2/23/2026	Review of 2025-26 Budget at board meeting (comparison of current budget to actual)	Superintendent, CFO
3/2/2026	Projected enrollments developed and revision of revenue projections	CFO
3/31/2026	Review personnel staffing	Superintendent and Asst. Supts.
3/31/2026	Admin Meets with campus/programs to review alignment of proposed campus/program budgets with District and Campus Improvement Plans	Admin/Principals/Directors
3/31/2026	Administrative review of building maintenance and renovation priorities	Superintendent and Asst. Supts.
3/31/2026	Complete superintendent's review of preliminary district budget, personnel requirements, facility requirements, and projected revenue	Superintendent and Asst. Supts.
4/6/2026	Special Called meeting - Board Budget workshop	Superintendent & Administration
4/6/2026	TASB Market Review report presented to school board	Superintendent, Director of HR, and CFO
4/6/2026	Presentation to school board to review proposed salary schedules for all employees	Superintendent, CFO, Director of HR
4/6/2026	Preliminary budget update presented to school board	Superintendent and School Board
4/30/2026	Deadline for submission of all budgets	Principals/Directors
4/30/2026	Estimated Certified Values Due from Appraisal District	CCAD Chief Appraiser
4/30/2026	Review draft of district budget	Superintendent
5/4/2026	Special Called meeting - Board Budget workshop	Superintendent & Administration
5/11/2026	Review projected revenue estimates	Superintendent, CFO
5/11/2026	Tax rate and rollback tax rate calculations	CFO/Appraisal District
5/11/2026	Adoption of 2026-2027 Employee Compensation Plan	Superintendent and School Board
5/11/2026	At regular school board meeting: Board reviews a public hearing date to discuss the budget and reviews proposed tax rate to be published.	Superintendent & Administration
5/25/2026	Complete near final budget draft	Superintendent, CFO
6/1/2026	Special Called meeting - Board Budget workshop	Superintendent & Administration
6/1/2026	At special called school board meeting: Board approves a public hearing date to discuss the budget and approves tax rate to be published.	Superintendent & Administration
6/2/2026	Advertisement delivered to the newspaper	CFO
6/11/2026	Advertise official public budget hearing (must be a quarter page ad)	CFO
6/22/2026	Official public budget hearing - advertise no later than 10 days or earlier than 30 days prior to meeting	School Board, Superintendent & CFO
6/22/2026	Budget adopted	School Board

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.
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.
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.
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.
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:



(LOCAL) Policy Comparisons

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

In this packet, you will find:

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

Annotations are shown as follows:

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

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

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

Contact us:

School Districts and Education Service Centers, call 800-580-7529 or email policy.service@tasb.org.

Community Colleges, call 800-580-1488 or email colleges@tasb.org.

Meeting Place and Time

Board meetings shall be held during a time that is outside of typical work hours. [See FA(LEGAL)]

The notice for a Board meeting shall reflect the date, time, and location of the meeting.

Regular Meetings

Regular meetings of the Board shall normally be held on the fourth Monday at the time specified in the meeting notice. When determined necessary and for the convenience of Board members, the Board President may change the date, time, or location of a regular meeting with proper notice.

Special or Emergency Meetings

The Board President shall call special meetings at the Board President's discretion or on request by two members of the Board.

The Board President shall call an emergency meeting when it is determined by the Board President or two members of the Board that an emergency or urgent public necessity, as defined by law, warrants the meeting.

Agenda

Deadline

The deadline for submitting items for inclusion on the agenda is noon of the ~~seventh~~ 10th calendar day before regular meetings and noon of the ~~third business~~ 10th calendar day before special meetings.

Preparation

In consultation with the Board President, the Superintendent shall prepare the agenda for all Board meetings. Any Board member may request that a subject be included on the agenda for a meeting, and the Superintendent shall include on the preliminary agenda of the meeting all topics that have been timely submitted by a Board member.

Before the official agenda is finalized for any meeting, the Superintendent shall consult the Board President to ensure that the agenda and the topics included meet with the Board President's approval. In reviewing the preliminary agenda, the Board President shall ensure that any topics the Board or individual Board members have requested to be addressed are either on that agenda or scheduled for deliberation at an appropriate time in the near future. The Board President shall not have authority to remove from the agenda a subject requested by a Board member without that Board member's specific authorization.

Notice to Members

Members of the Board shall be given notice of regular and special meetings at least ~~72-hour~~ three business days prior to the scheduled ~~time~~ date of the meeting and at least one hour prior to the time of an emergency meeting.

Closed Meeting

Notice of all meetings shall provide for the possibility of a closed meeting during an open meeting, in accordance with law.

The Board may conduct a closed meeting when the agenda subject is one that may properly be discussed in closed meeting. [See BEC]

Order of Business

The order of business for regular Board meetings shall be as set out in the agenda accompanying the notice of the meeting. At the meeting, the order in which posted agenda items are taken may be changed by consensus of Board members.

Rules of Order

The Board shall observe the parliamentary procedures as found in *Robert's Rules of Order, Newly Revised*, except as otherwise provided in Board procedural rules or by law. Procedural rules may be suspended at any Board meeting by majority vote of the members present.

~~Voting~~ Record Vote

Voting on any item shall be ~~by voice~~ a record vote ~~or~~ by show of hands ~~or roll call~~, as directed by the Board President. Any member may abstain from voting on an item, and a member's vote or failure to vote shall be recorded ~~upon that member's request~~ in the minutes. [See BDAA(LOCAL) for the Board President's voting rights]

Consent Agenda

When the agenda is prepared, the Board President shall determine items, if any, that qualify to be placed on the consent agenda. A consent agenda shall include items of a routine and/or recurring nature grouped together under one action item. For each item listed as part of a consent agenda, the Board shall be furnished with background material. All such items shall be acted upon by one vote without separate discussion, unless a Board member requests that an item be withdrawn for individual consideration. The remaining items shall be adopted under a single motion and vote.

Minutes

Board action shall be carefully recorded by the Board Secretary or clerk; when approved, these minutes shall serve as the legal record of official Board actions. The written minutes of all meetings shall be approved by vote of the Board and signed by the Board President and the Board Secretary.

~~The official minutes of the Board shall be retained on file in the office of the Superintendent and shall be available for examination during regular office hours.~~ [See CPC regarding retention of records.]

Discussions and Limitation

Discussions shall be addressed to the Board President and then the entire membership. Discussion shall be directed solely to the business currently under deliberation, and the Board President shall halt discussion that does not apply to the business before the Board.

The Board President shall also halt discussion if the Board has agreed to a time limitation for discussion of an item, and that time

limit has expired. Aside from these limitations, the Board President shall not interfere with debate so long as members wish to address themselves to an item under consideration.

Limit on Participation

Audience participation at a Board meeting is limited to the portion of the meeting designated to receive public comment in accordance with this policy. At all other times during a Board meeting, the audience shall not enter into discussion or debate on matters being considered by the Board, unless requested by the presiding officer.

Public Comment

Public comment shall occur at the beginning of the meeting. [See FA]

Regular Meetings

At regular Board meetings, the Board shall permit public comment, regardless of whether the topic is an item on the agenda posted with notice of the meeting.

Special Meetings

At all other Board meetings, public comment shall be limited to items on the agenda posted with notice of the meeting.

Procedures

Individuals who wish to participate during the portion of the meeting designated for public comment shall sign up with the presiding officer or designee before the meeting begins as specified in the Board's procedures on public comment and shall indicate the agenda item or topic on which they wish to address the Board.

~~Public comment shall occur at the beginning of the meeting.~~

Except as permitted by this policy and the Board's procedures on public comment, an individual's comments to the Board shall not exceed five minutes per meeting.

Meeting Management

When necessary for effective meeting management or to accommodate large numbers of individuals wishing to address the Board, the presiding officer may ~~make adjustments to public comment procedures, including adjusting when public comment will occur during the meeting, reordering agenda items, deferring public comment on nonagenda items, continuing agenda items to a later meeting, providing expanded opportunity for public comment, or establishing an overall time limit for public comment and adjusting~~ adjust the time allotted to each speaker. However, no individual shall be given less than one minute to make comments.

Board's Response

Specific factual information or recitation of existing policy may be furnished in response to inquiries, but the Board shall not deliberate or decide regarding any subject that is not included on the agenda posted with notice of the meeting.

Complaints and Concerns

The presiding officer or designee shall determine whether an individual addressing the Board has attempted to solve a matter administratively through resolution channels established by policy. If not, the individual shall be referred to the appropriate policy to seek resolution:

- Employee complaints: DGBA
- Student or parent complaints: FNG
- Public complaints: GF

Disruption

The Board shall not tolerate disruption of the meeting by members of the audience. If, after at least one warning from the presiding officer, any individual continues to disrupt the meeting by his or her words or actions, the presiding officer may request assistance from law enforcement officials to have the individual removed from the meeting.

Employment Assistance Prohibited

No District employee shall assist a contractor or agent of the District or of any other school district in obtaining a new job if the employee knows, or has probable cause to believe, that the contractor or agent engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative file does not violate this prohibition.

No District contractor or agent shall assist an employee, contractor, or agent of the District or of any other school district in obtaining a new job if the contractor or agent knows, or has probable cause to believe, that the individual engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition.

[See also DC for prohibitions relating to employees.]

Prohibited Classroom Instruction or Activities

A District contractor is prohibited from intentionally or knowingly engaging in or assigning to another individual instruction, guidance, activities, or programming prohibited by law [see EMB(LEGAL)]. Violation of this policy shall result in termination of the contract. A District contractor shall be permitted to appeal this action in accordance with GF(LOCAL).

Prohibition on Diversity, Equity, and Inclusion

A contract is subject to termination if the District contractor intentionally or knowingly:

- Engages in diversity, equity, and inclusion (DEI) duties.
- Assigns to another individual DEI duties.

A District contractor shall be permitted to appeal this action in accordance with GF(LOCAL).

[See BT(LEGAL)]

CONTRACTED SERVICES
~~CRIMINAL HISTORY~~BACKGROUND CHECKS AND REQUIRED REPORT-
ING

CJA
(LOCAL)

Emergencies

In an emergency due to a health or safety concern, a reasonably unforeseeable situation, or other exigent circumstance, the District employee who is in charge of the facility shall be authorized to determine whether an employee of a contracting or subcontracting entity who does not have the required criminal history record information (CHRI) review or who has a disqualifying conviction will be permitted to enter a District facility.

If allowed to enter the facility, the employee of the contracting or subcontracting entity shall be accompanied by a District employee at all times.

The U.S. and Texas flags shall be prominently displayed in each classroom to which a student is assigned during the time that the pledges of allegiance to those flags are recited.

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

Coordinator The Superintendent shall designate a cybersecurity coordinator. The cybersecurity coordinator shall serve as the liaison between the District and the Texas Education Agency in cybersecurity matters.

Training The Board delegates to the Superintendent the authority to:

1. Determine the cybersecurity training program to be used in the District;
2. Verify and report compliance with training requirements in accordance with guidance from the [Department of Information Resources Texas Cyber Command](#); and
3. Remove access to the District's computer systems and databases for noncompliance with training requirements as appropriate.

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

Security Breach and Cybersecurity Incident Notifications Upon discovering or receiving notification of a breach of system security or a [security](#) [cybersecurity](#) incident, as defined by law, the District shall disclose the breach or incident to affected persons or entities [and provide any other notices](#) in accordance with the time frames established by law. The District shall give notice by using one or more of the following methods:

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

The District shall disclose a breach or incident involving sensitive, protected, or confidential student information as required by law.

Training

The Board delegates to the Superintendent the authority to:

1. Determine the artificial intelligence (AI) training program to be used in the District;
2. Verify and report compliance with training requirements in accordance with guidance from the Department of Information Resources; and
3. Remove access to the District's computer systems and databases for noncompliance with training requirements as appropriate.

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

Use in District

Employees and students shall be permitted to explore AI and implement its use in and out of the classroom in accordance with policy and administrative regulations. The use of AI shall only be as a support tool to enhance student outcomes and shall never take the place of teacher and student decision-making. Any use of AI must comply with law, policy, and administrative regulations relating to student and employee privacy and data security.

A student shall only use AI tools with teacher permission and shall be expected to produce original work and properly credit sources, including AI tools used in creating the work. Students who use AI tools to deceptively harm, bully, or harass others shall be disciplined in accordance with the Student Code of Conduct and policy. [See EIA(LOCAL), FFH, FFI, and the FO series]

**Building Access
Control**

Audits of building access control shall include weekly inspections of instructional facilities during school hours to certify all exterior doors are, by default, set to closed, latched, and locked status and cannot be opened from the outside without a key.

The Superintendent shall ensure that the findings of the weekly inspections are:

1. Reported to the District safety and security committee; and
2. Reported to the campus principal or lead administrator of the instructional facility to ensure awareness of any deficiencies identified.

The campus principal or lead administrator shall assign appropriate staff to take action to reduce the likelihood of similar deficiencies in the future.

The results of the weekly reports shall be kept for review as part of the required safety and security audit.

The District's building access control procedures shall not be interpreted as discouraging parents or guardians who have been properly verified as authorized visitors from visiting their student's campus. [See GKC]

**Designation and Use
of Private Spaces**

The Board shall ensure that the Superintendent, or appropriate staff as determined by the Superintendent, designates private spaces in accordance with law.

The Superintendent shall develop administrative regulations to ensure compliance with law and policy regarding the use of private spaces in District facilities.

Compliance with Law

The Superintendent shall establish procedures that ensure that all school facilities within the District comply with applicable laws and local building codes.

Construction Contracts

Prior to advertising, the Board shall determine the project delivery/contract award method to be used for each construction contract valued at or above ~~\$50,000~~ **the competitive purchasing threshold established in law**. To assist the Board, the Superintendent shall recommend the project delivery/contract award method that he or she determines provides the best value to the District. [See CV series generally and CBB(LEGAL) for requirements if federal funds are involved.]

For construction contracts valued at or above \$100,000, the Superintendent shall also submit the resulting contract to the Board for approval. Lesser expenditures for construction and construction-related materials or services shall be at the discretion of the Superintendent and consistent with law and policy. [See also CH and CBB(LEGAL)]

Note: For provisions regarding delegation of authority for construction contracts in the event of a catastrophe, emergency, or natural disaster affecting the District, see CH(LOCAL).

Change Orders

Change orders permitted by law shall be approved by the Board or its designee prior to any changes being made in the approved plans or the actual construction of the facility.

Change orders valued at or above \$100,000 shall require Board approval. The Superintendent or designee shall be authorized to approve change orders of a lesser amount.

Project Administration

All construction projects shall be administered by the Superintendent or designee.

The Superintendent shall keep the Board informed concerning construction projects and also shall provide information to the general public.

Final Payment

The District shall not make final payments for construction or the supervision of construction until the work has been completed and the Board has accepted the work.

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CONFLICT OF INTEREST

DBD
(LOCAL)

Note: For conflicts of interest and gifts and gratuities related to federal grants and awards, see CB and CBB.

~~Disclosure—~~
~~General Disclosure —~~
General Standard

An employee shall disclose to his or her immediate supervisor a personal financial interest, a business interest, or any other obligation or relationship that in any way creates a potential conflict of interest with the proper discharge of assigned duties and responsibilities or with the best interest of the District.

Specific Disclosures

Substantial Interest

The Superintendent shall file an affidavit with the Board President disclosing a substantial interest, as defined by Local Government Code 171.002, in any business or real property that the Superintendent or any of his or her relatives in the first degree may have.

Any other employee who is in a position to affect a financial decision involving any business entity or real property in which the employee has a substantial interest, as defined by Local Government Code 171.002, shall file an affidavit with the Superintendent; however, the employee shall not be required to file an affidavit for the substantial interest of a relative.

Interest in Property

The Superintendent shall be required to file an affidavit disclosing interest in property in accordance with Government Code 553.002.

Annual Financial
Management
Report

The Superintendent, as the executive officer of the District, shall provide to the District in a timely manner information necessary for the District's annual financial management report.

[See BBFA]

Gifts

An employee shall not accept or solicit any gift, favor, service, or other benefit that could reasonably be construed to influence the employee's discharge of assigned duties and responsibilities. [See CAA, CB, and CBB]

Endorsements

An employee shall not recommend, endorse, or require students to purchase any product, material, or service in which the employee has a financial interest or that is sold by a company that employs or retains the District employee during nonschool hours. No employee shall require students to purchase a specific brand of school supplies if other brands are equal and suitable for the intended instructional purpose.

Sales

An employee shall not use his or her position with the District to attempt to sell products or services.

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CONFLICT OF INTEREST

DBD
(LOCAL)

**Nonschool
Employment**

An employee shall disclose in writing to his or her immediate supervisor any outside employment that in any way creates a potential conflict of interest with the proper discharge of assigned duties and responsibilities or with the best interest of the District.

Private Tutoring

An employee shall not privately tutor his or her own students for pay unless otherwise approved by the Superintendent or designee. Prior to an employee privately tutoring a District student, other than the employee's students, for pay, an employee shall obtain approval from his or her immediate supervisor.

**Personal Services
Performed by an
Administrator**

An administrator, as defined in law, shall not receive any financial benefit for the performance of personal services except as permitted by and in accordance with law.

An administrator, other than a Superintendent or an assistant superintendent, who wishes to seek Board approval to perform personal services permitted by law shall submit that request to the Superintendent in accordance with administrative regulations.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

Leave Administration

The Superintendent shall develop administrative regulations addressing employee leaves and absences to implement the provisions of this policy.

Definitions

The term “immediate family” is defined as:

Immediate Family

1. Spouse.
2. Son or daughter, including a biological, adopted, or foster child, a son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands *in loco parentis*.
3. Parent, stepparent, parent-in-law, or other individual who stands *in loco parentis* to the employee.
4. Sibling, stepsibling, and sibling-in-law.
5. Grandparent and grandchild.
6. Any person residing in the employee’s household at the time of illness or death.

For purposes of the Family and Medical Leave Act (FMLA), the definitions of spouse, parent, son or daughter, and next of kin are found in DECA(LEGAL).

Family Emergency

The term “family emergency” shall be limited to disasters and life-threatening situations involving the employee or a member of the employee’s immediate family.

Leave Day

A “leave day” for purposes of earning, using, or recording leave shall mean the number of hours per day equivalent to the employee’s usual assignment, whether full-time or part-time.

School Year

A “school year” for purposes of earning, using, or recording leave shall mean the term of the employee’s annual employment as set by the District for the employee’s usual assignment, whether full-time or part-time.

Daily Rate of Pay

The “daily rate” of a contract employee, including a teacher, school counselor, or librarian, shall be computed by dividing the employee’s annual salary by the number of duty days in the employee’s contract year.

Catastrophic Illness or Injury

A catastrophic illness or injury is a severe condition or combination of conditions affecting the mental or physical health of the employee or a member of the employee’s immediate family that requires the services of a licensed practitioner for a prolonged period of time and that forces the employee to exhaust all leave time earned by that employee and to lose compensation from the District. Such conditions typically require prolonged hospitalization or recovery or are expected to result in disability or death. Conditions

relating to pregnancy or childbirth shall be considered catastrophic if they meet the requirements of this paragraph.

Note: For District contribution to employee insurance during leave, see CRD(LOCAL).

Availability

The District shall make state personal leave and local leave for the current year available for use at the beginning of the school year.

State Leave Proration

If an employee separates from employment with the District before his or her last duty day of the school year or begins employment after the first duty day of the school year, state personal leave shall be prorated based on the actual time employed.

If an employee separates from employment before the last duty day of the school year, the employee's final paycheck shall be reduced for state personal leave the employee used beyond his or her pro rata entitlement for the school year.

Medical Certification

An employee shall submit medical certification of the need for leave if:

1. The employee is absent more than five consecutive workdays because of personal illness or illness in the immediate family;
2. The District requires medical certification due to a questionable pattern of absences or when deemed necessary by the supervisor or Superintendent; or
3. The employee requests FMLA leave for the employee's serious health condition; a serious health condition of the employee's spouse, parent, or child; or for military caregiver leave.

In each case, medical certification shall be made by a health-care provider as defined by the FMLA. [See DECA(LEGAL)]

State Personal Leave

The Board requires employees to differentiate the manner in which state personal leave is used.

Nondiscretionary Use

Nondiscretionary use of leave shall be for the same reasons and in the same manner as state sick leave accumulated before May 30, 1995. [See DEC(LEGAL)]

Nondiscretionary use includes leave related to the birth or placement of a child and taken within the first year after the child's birth, adoption, or foster placement.

Discretionary Use

Discretionary use of leave is at the individual employee's discretion, subject to limitations set out below.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

<i>Request for Leave</i>	<p>In deciding whether to approve or deny a request for discretionary use of state personal leave, the supervisor shall not seek or consider the reasons for which an employee requests to use leave. The supervisor shall, however, consider the duration of the requested absence in conjunction with the effect of the employee's absence on the educational program and District operations, as well as the availability of substitutes.</p> <p>Discretionary use of state personal leave shall not exceed three consecutive workdays.</p>
Schedule Limitations	<p>Discretionary use of leave shall not be allowed on days scheduled for state-mandated assessments or professional or staff development days.</p>
Local Leave	<p>Each employee shall earn five paid local leave days per school year in accordance with administrative regulations.</p> <p>Local leave shall accumulate to a maximum of 30 leave days.</p> <p>Except as provided below, local leave shall be used according to the terms and conditions of state personal leave. [See State Personal Leave, above]</p>
Schedule Limitations	<p>Discretionary use of local leave shall not be allowed on days scheduled for state-mandated assessments or professional or staff development days.</p>
<i>Exception</i>	<p>The Superintendent shall develop administration regulations to allow an employee to request an exception from the Schedule Limitations provision for extenuating circumstances. Unapproved local leave taken on a schedule limitation day shall result in the employee's pay being docked accordingly.</p>
Sick Leave Bank	<p>The District shall establish a sick leave bank that employees may join through contribution of local leave.</p> <p>Leave contributed to the bank shall be solely for the use of participating employees who are eligible for benefits under the Teacher Retirement System of Texas (TRS). An employee who is a member of the bank may request leave from the bank if the employee or a member of the employee's immediate family experiences a catastrophic illness or injury and the employee has exhausted all paid leave and any applicable compensatory time.</p> <p>The Superintendent shall develop regulations for the operation of the sick leave bank that address the following:</p> <ol style="list-style-type: none">1. Membership in the sick leave bank, including the number of days an employee must contribute to become a member;

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

2. Procedures to request leave from the sick leave bank;
3. The maximum number of days per school year a member employee may receive from the sick leave bank;
4. The committee or administrator authorized to consider requests for leave from the sick leave bank and criteria for granting requests; and
5. Other procedures deemed necessary for the operation of the sick leave bank.

Appeal

An employee may appeal a decision regarding the sick leave bank in accordance with DGBA(LOCAL), beginning with the Superintendent or appropriate administrator.

Family and Medical Leave

The District shall make FMLA leave available to employees in accordance with DECA(LEGAL) and the following provisions.

Concurrent Use of Paid Leave

FMLA leave shall run concurrently with applicable paid leave and compensatory time, as applicable, **except as provided below.**

Note: — See DECA(LEGAL) for provisions addressing

A teacher shall notify the appropriate administrator if they choose not to use paid leave concurrently with FMLA leave for an absence related to pregnancy or the birth or adoption of child.

Twelve-Month FMLA Exception Period

For purposes of an employee's entitlement to FMLA leave, the 12-month period shall be July 1 through June 30.

Combined Leave for Spouses

When both spouses are employed by the District, the District shall limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined total of 12 weeks. The District shall limit military caregiver leave to a combined total of 26 weeks.

Intermittent or Reduced Schedule Leave

The District shall permit use of intermittent or reduced schedule FMLA leave for the care of a newborn child or for the adoption or placement of a child with the employee.

Certification of Leave

When an employee requests leave, the employee shall provide certification, in accordance with FMLA regulations, of the need for leave.

Fitness-for-Duty Certification

In accordance with administrative regulations, when an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification.

Leave at the End of Semester

When a teacher takes leave near the end of the semester, the District may require the teacher to continue leave until the end of the semester.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

Temporary Disability Leave

Any full-time employee whose position requires educator certification by the State Board for Educator Certification or by the District shall be eligible for temporary disability leave. The maximum length of temporary disability leave shall be 180 calendar days. [See DBB(LOCAL) for temporary disability leave placement and DEC(LEGAL) for return to active duty.]

An employee's notification of need for extended absence due to the employee's own medical condition shall be forwarded to the Superintendent as a request for temporary disability leave.

The District shall require the employee to use temporary disability leave and paid leave, including any compensatory time, concurrently with FMLA leave.

Workers' Compensation

Note: Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the District's contribution to health insurance.

An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.

No Paid Leave Offset

The District shall not permit the option for paid leave offset in conjunction with workers' compensation income benefits. [See CRE]

Court Appearances

Absences due to compliance with a valid subpoena or for jury duty shall be fully compensated by the District and shall not be deducted from the employee's pay or leave balance.

Absences for court appearances related to an employee's personal business, and not in compliance with a valid subpoena, shall be deducted from the employee's leave or, at the option of the employee, shall be taken as leave without pay.

Reasons

The recommendation to the Board and its decision not to renew a contract under this policy shall not be based on an employee's exercise of Constitutional rights or based unlawfully on an employee's race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law. Reasons for proposed nonrenewal of an employee's term contract shall be:

1. Deficiencies pointed out in observation reports, appraisals or evaluations, supplemental memoranda, or other communications.
2. Failure to fulfill duties or responsibilities.
3. Incompetency or inefficiency in the performance of duties.
4. Inability to maintain discipline in any situation in which the employee is responsible for the oversight and supervision of students.
5. Insubordination or failure to comply with official directives.
6. Failure to comply with Board policies or administrative regulations.
7. Excessive absences.
8. Conducting personal business during school hours when it results in neglect of duties.
9. Reduction in force because of financial exigency. [See DFFA]
10. Reduction in force because of a program change. [See DFFB]
11. The employee is not retained at a campus in accordance with the provisions of a campus turnaround plan. [See AIC]
12. Drunkenness or excessive use of alcoholic beverages; or possession, use, or being under the influence of alcohol or alcoholic beverages while on District property, while working in the scope of the employee's duties, or while attending any school- or District-sponsored activity.
13. The illegal possession, use, manufacture, or distribution of a controlled substance, a drug, a dangerous drug, hallucinogens, or other substances regulated by state statutes.
14. Failure to meet the District's standards of professional conduct.
15. Failure to report any arrest, indictment, conviction, no contest or guilty plea, or other adjudication for any felony, any crime

involving moral turpitude, or other offense listed at DH(LOCAL). [See DH]

16. Conviction of or deferred adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL); or conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony. [See DH]
17. Failure to comply with reasonable District requirements regarding advanced coursework or professional improvement and growth.
18. Disability, not otherwise protected by law, that prevents the employee from performing the essential functions of the job, [with or without reasonable accommodation](#).
19. Any activity, school-connected or otherwise, that, because of publicity given it, or knowledge of it among students, faculty, or the community, impairs or diminishes the employee's effectiveness in the District.
20. Any breach by the employee of an employment contract or any reason specified in the employee's employment contract.
21. Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, or colleagues.
22. A significant lack of student progress attributable to the educator.
23. Behavior that presents a danger of physical harm to a student or to other individuals.
24. Assault on a person on District property or at a school-related function, or on an employee, student, or student's parent regardless of time or place.
25. Use of profanity in the course of performing any duties of employment, whether on or off school premises, in the presence of students, staff, or members of the public, if reasonably characterized as unprofessional.
26. Falsification of records or other documents related to the District's activities.
27. Falsification or omission of required information on an employment application.
28. Misrepresentation of facts to a supervisor or other District official in the conduct of District business.

29. Failure to fulfill requirements for state licensure or certification, including passing certification or licensing examinations required by state or federal law or by the District, for the employee's assignment.
30. Failure to maintain licensing and certification requirements, including the completion of required continuing education hours, for the employee's assignment.
31. Failure to complete certification or permit renewal requirements, or failure to fulfill the requirements of a deficiency plan, under an Emergency Permit or a Temporary Classroom Assignment Permit.
32. Any attempt to encourage or coerce a child to withhold information from the child's parent or from other District personnel.
33. Any reason that makes the employment relationship void or voidable, such as a violation of federal, state, or local law.
34. Engaging in or assigning to another individual, whether intentionally or knowingly, an instruction, guidance, activities, or programming prohibited by law. [See EMB]
35. Engaging in or assigning to another individual, whether intentionally or knowingly, diversity, equity, and inclusion duties prohibited by law.
- ~~34-36.~~ Any reason constituting good cause for terminating the contract during its term.

Recommendations
from Administration

Administrative recommendations for renewal or proposed nonrenewal of term contracts shall be submitted to the Superintendent. A recommendation for proposed nonrenewal shall be supported by any relevant documentation. The final decision on the administrative recommendation to the Board on each employee's contract rests with the Superintendent.

Superintendent's
Recommendation

The Superintendent shall prepare lists of employees whose contracts are recommended for renewal or proposed nonrenewal by the Board. Supporting documentation, if any, and reasons for the recommendation shall be submitted for each employee recommended for proposed nonrenewal.

The Board shall consider such information, as appropriate, in support of recommendations for proposed nonrenewal and shall then act on all recommendations. If the Board votes to propose nonrenewal for any employees, it shall also decide whether any requested hearing will be conducted by the Board or by an independent hearing examiner.

Notice of Proposed
Nonrenewal

After the Board votes to propose nonrenewal, the Superintendent or designee shall deliver written notice of proposed nonrenewal in accordance with law.

If the notice of proposed nonrenewal does not contain a statement of the reason or all the reasons for the proposed action, and the employee requests a hearing, the District shall give the employee notice of all reasons for the proposed nonrenewal at a reasonable time before the hearing.

The Board has chosen to designate the type of hearing for proposed nonrenewals on a case-by-case basis. In the notice of proposed nonrenewal, the employee shall receive notice of whether the Board [see Request for Board Hearing, below] or an independent hearing examiner appointed by the commissioner of education [see Request for Appointment of Hearing Examiner, below] will conduct the hearing.

**Request for
Appointment of
Hearing Examiner**

If the notice of proposed nonrenewal states that the nonrenewal hearing will be conducted by an independent hearing examiner, the employee may request a hearing by filing a written request with the commissioner, and providing the Board a copy of the request, not later than the 15th day after the date the employee received the notice of proposed nonrenewal.

Hearing Procedures

The hearing shall be conducted by an independent hearing examiner in accordance with the process described at DFD.

Board Decision

Following the hearing, the Board shall take appropriate action in accordance with DFD.

**Request for Board
Hearing**

If the notice of proposed nonrenewal states that the nonrenewal hearing will be conducted by the Board, the employee may request a hearing by providing written notice to the Board not later than the 15th day after the date the employee received the notice of proposed nonrenewal.

When a timely request for a hearing on a proposed nonrenewal is received by the presiding officer, the Board shall notify the employee whether the hearing will be conducted by the Board [see Hearing by the Board, below] or an attorney designated by the Board [see Hearing by an Attorney Designated by the Board, below].

In either case, the hearing shall be held not later than the 15th day after receipt of the request, unless the parties mutually agree to a delay. The employee shall be given notice of the hearing date as soon as it is set.

Hearing by the Board

Unless the employee requests that the hearing be open, the hearing shall be conducted in closed meeting with only the members of the Board, the employee, the Superintendent, their representatives, and such witnesses as may be called in attendance. Witnesses may be excluded from the hearing until called to present evidence. The employee and the administration may choose a representative. Notice, at least five days in advance of the hearing, shall be given by each party intending to be represented, including the name of the representative. Failure to give such notice may result in postponement of the hearing.

Hearing Procedures

The conduct of the hearing shall be under the presiding officer's control and shall generally follow the steps listed below:

1. After consultation with the parties, the presiding officer shall impose reasonable time limits for presentation of evidence and closing arguments.
2. The hearing shall begin with the administration's presentation, supported by such proof as it desires to offer.
3. The employee may cross-examine any witnesses for the administration.
4. The employee may then present such testimonial or documentary proof, as desired, to offer in rebuttal or general support of the contention that the contract be renewed.
5. The administration may cross-examine any witnesses for the employee and offer rebuttal to the testimony of the employee's witnesses.
6. Closing arguments may be made by each party.

A record of the hearing shall be made so that a certified transcript can be prepared, if required.

Board Decision

The Board may consider only evidence presented at the hearing. After all the evidence has been presented, if the Board determines that the reasons given in support of the recommendation to not renew the employee's contract are lawful, supported by the evidence, and not arbitrary or capricious, it shall so notify the employee by a written notice not later than the 15th day after the date on which the hearing is concluded. This notice shall also include the Board's decision on renewal, which decision shall be final.

**Hearing by an
Attorney Designated
by the Board**

The hearing must be private unless the employee requests in writing that the hearing be public, except that the attorney may close the hearing to maintain decorum. If the employee does not request a public hearing, only the attorney designated by the Board, the

employee, the Superintendent, their representatives, and witnesses will be permitted to be in attendance, and witnesses may be excluded from the hearing until called to present evidence. The employee and the administration may choose a representative. Notice, at least five days in advance of the hearing, shall be given by each party intending to be represented, including the name of the representative. Failure to give such notice may result in postponement of the hearing.

The conduct of the hearing shall be under the control of the attorney designated by the Board and shall generally follow the steps listed at Hearing by the Board.

Not later than the 15th day after the completion of the hearing, the attorney shall provide to the Board a record of the hearing and his or her recommendation on renewal.

Board Review

The Board shall consider the record of the hearing and the attorney's recommendation at the first Board meeting for which notice can be posted, unless the parties agree in writing to a different date. The Board shall notify the employee of the meeting date as soon as it is set. At the meeting, the Board shall allow each party an equal amount of time to present oral arguments. The Board shall notify the employee in writing of the Board's decision on renewal not later than the 15th day after the date of the meeting.

No Hearing

If the employee fails to request a hearing, the Board shall take the appropriate action and notify the employee in writing of that action not later than the 30th day after the date the notice of proposed nonrenewal was sent.

PROPOSED POLICY

Note: This local policy has been revised in accordance with the District's innovation plan. [See AF(LOCAL)]

Complaints

Other Complaint Processes

In this policy, the terms "complaint" and "grievance" shall have the same meaning.

Employee complaints shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with DGBA after the relevant complaint process:

1. Complaints alleging discrimination, including violations of Title IX (gender), Title VII (sex, race, color, religion, national origin), ADEA (age), or Section 504 (disability), shall be submitted in accordance with DIA.
2. Complaints alleging certain forms of harassment, including harassment by a supervisor and violation of Title VII, shall be submitted in accordance with DIA.
3. Complaints concerning retaliation related to discrimination and harassment shall be submitted in accordance with DIA.
4. Complaints concerning instructional resources shall be submitted in accordance with the EF series.
5. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with the CKE series.
6. Complaints concerning the proposed nonrenewal of a term contract issued under Chapter 21 of the Education Code shall be submitted in accordance with DFBB.
7. Complaints concerning the proposed termination or suspension without pay of an employee on a probationary, term, or continuing contract issued under Chapter 21 of the Education Code during the contract term shall be submitted in accordance with DFAA, DFBA, or DFCA.

Notice to Employees

The District shall inform employees of this policy through appropriate District publications.

Guiding Principles

Informal Process

The Board encourages employees to discuss their concerns with their supervisor, principal, or other appropriate administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA
(LOCAL)

Direct Communication with Board Members	Employees shall not be prohibited from communicating with a member of the Board regarding District operations except when communication between an employee and a Board member would be inappropriate because of a pending hearing or appeal related to the employee.
Formal Process	An employee may initiate the formal process described below by timely filing a written complaint form. Even after initiating the formal complaint process, employees are encouraged to seek informal resolution of their concerns. An employee whose concerns are resolved may withdraw a formal complaint at any time. The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or “mini-trial” at any level.
Freedom from Retaliation	Neither the Board nor any District employee shall unlawfully retaliate against an employee for bringing a concern or complaint.
Whistleblower Complaints	Whistleblower complaints shall be filed within the time specified by law and may be made to the Superintendent or designee beginning at Level Two. Timelines for the employee and the District set out in this policy may be shortened to allow the Board to make a final decision within 60 calendar days of the initiation of the complaint. [See DG]
Complaints Against Supervisors	Complaints alleging a violation of law by a supervisor may be made to the Superintendent or designee. Complaint forms alleging a violation of law by the Superintendent may be submitted directly to the Board or designee.
General Provisions Filing	Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are postmarked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.
Scheduling Conferences	The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If the employee fails to appear at a scheduled conference, the District may hold the conference and issue a decision in the employee’s absence.
Response	At Levels One and Two, “response” shall mean a written communication to the employee from the appropriate

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA
(LOCAL)

	<p>administrator. Responses may be hand-delivered, sent by electronic communication to the employee's email address of record, or sent by U.S. Mail to the employee's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.</p>
Days	<p>"Days" shall mean District business days, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one."</p>
Representative	<p>"Representative" shall mean any person who or an organization that does not claim the right to strike and is designated by the employee to represent him or her in the complaint process.</p> <p>The employee may designate a representative through written notice to the District at any level of this process. The representative may participate in person or by telephone conference call. If the employee designates a representative with fewer than three days' notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.</p>
Consolidating Complaints	<p>Complaints arising out of an event or a series of related events shall be addressed in one complaint. Employees shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.</p>
Untimely Filings	<p>When two or more complaints are sufficiently similar in nature and remedy sought to permit their resolution through one proceeding, the District may consolidate the complaints.</p> <p>All time limits shall be strictly followed unless modified by mutual written consent.</p>
Costs Incurred	<p>If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the employee, at any point during the complaint process. The employee may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.</p> <p>Each party shall pay its own costs incurred in the course of the complaint.</p>
Complaint and Appeal Forms	<p>Complaints and appeals under this policy shall be submitted in writing on a form provided by the District.</p> <p>Copies of any documents that support the complaint should be attached to the complaint form. If the employee does not have copies of these documents, they may be presented at the Level</p>

One conference. After the Level One conference, no new documents may be submitted by the employee unless the employee did not know the documents existed before the Level One conference.

A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refiling is within the designated time for filing.

Audio Recording

As provided by law, an employee shall be permitted to make an audio recording of a conference or hearing under this policy at which the substance of the employee's complaint is discussed. The employee shall notify all attendees present that an audio recording is taking place.

Level One

Complaint forms must be filed:

8. Within 15 days of the date the employee first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and
9. With the lowest level administrator who has the authority to remedy the alleged problem.

In most circumstances, employees on a school campus shall file Level One complaints with the campus principal; other District employees shall file Level One complaints with their immediate supervisor.

If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

The appropriate administrator shall investigate as necessary and schedule a conference with the employee within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

Absent extenuating circumstances, the administrator shall provide the employee a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.

Level Two

If the employee did not receive the relief requested at Level One or if the time for a response has expired, the employee may request a conference with the Superintendent or designee to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline.

After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to the Level Two administrator. The employee may request a copy of the Level One record.

The Level One record shall include:

10. The original complaint form and any attachments.
11. All other documents submitted by the employee at Level One.
12. The written response issued at Level One and any attachments.
13. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The Superintendent or designee shall schedule a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One. At the conference, the employee may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Superintendent or designee may set reasonable time limits for the conference.

The Superintendent or designee shall provide the employee a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Superintendent or designee may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Superintendent or designee believes will help resolve the complaint.

Recordings of the Level One and Level Two conferences, if any, shall be maintained with the Level One and Level Two records.

Level Three

If the employee did not receive the relief requested at Level Two or if the time for a response has expired, the employee may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

The Superintendent or designee shall inform the employee of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The Superintendent or designee shall provide the Board the record of the Level Two appeal. The employee may request a copy of the Level Two record.

The Level Two record shall include:

14. The Level One record.
15. The notice of appeal from Level One to Level Two.
16. The written response issued at Level Two and any attachments.
17. All other documents relied upon by the administration in reaching the Level Two decision.

The appeal shall be limited to the issues and documents considered at Level Two, except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the employee notice of the nature of the evidence at least three days before the hearing.

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the employee and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the employee or the employee's representative, any presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA
(LOCAL)

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.

Each District employee shall perform his or her duties in accordance with state and federal law, District policy, and ethical standards. The District holds all employees accountable to the Educators' Code of Ethics. [See DH(EXHIBIT)]

Each District employee shall recognize and respect the rights of students, parents, other employees, and members of the community and shall work cooperatively with others to serve the best interests of the District.

An employee wishing to express concern, complaints, or criticism shall do so through appropriate channels. [See DGBA]

Violations of Standards of Conduct

Each employee shall comply with the standards of conduct set out in this policy and with any other policies, regulations, and guidelines that impose duties, requirements, or standards attendant to his or her status as a District employee. Violation of any policies, regulations, or guidelines, including intentionally making a false claim, offering a false statement, or refusing to cooperate with a District investigation, may result in disciplinary action, including termination of employment. [See DCD, DCE, and DF series]

Weapons Prohibited

The District prohibits the use, possession, or display of any firearm, location-restricted knife, club, or prohibited weapon, as defined at FNCG, on District property at all times.

Exceptions

No violation of this policy occurs when:

1. A District employee who holds a ~~Texas~~ handgun license in accordance with state law stores a handgun or other firearm in a locked vehicle in a parking lot, parking garage, or other parking area provided by the District, provided the handgun or other firearm is not in plain view; or
2. The use, possession, or display of an otherwise prohibited weapon takes place as part of a District-approved activity supervised by proper authorities. [See FOD]

Electronic Communication

Use with Students

A certified employee or licensed employee designated in writing by the Superintendent or a campus principal may use electronic communication, as this term is defined by law, with currently enrolled students only about matters within the scope of the employee's professional responsibilities.

Unless an exception has been made in accordance with the employee handbook or other administrative regulations, an employee shall not use a personal electronic communication platform, application, or account to communicate with currently enrolled students.

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

Unless authorized above, all other employees are prohibited from using electronic communication directly with students who are currently enrolled in the District. The employee handbook or other administrative regulations shall further detail:

1. Exceptions for family and social relationships;
2. The circumstances under which an employee may use text messaging to communicate with individual students or student groups;
3. Hours of the day during which electronic communication is discouraged or prohibited; and
4. Other matters deemed appropriate by the Superintendent.

In accordance with ethical standards applicable to all District employees [see DH(EXHIBIT)], an employee shall be prohibited from using electronic communications in a manner that constitutes prohibited harassment or abuse of a District student; adversely affects the student's learning, mental health, or safety; includes threats of violence against the student; reveals confidential information about the student; or constitutes an inappropriate communication with a student, as described in the Educators' Code of Ethics.

An employee shall have no expectation of privacy in electronic communications with students. Each employee shall comply with the District's requirements for records retention and destruction to the extent those requirements apply to electronic communication. [See CPC]

Personal Use All employees shall be held to the same professional standards in their public use of electronic communication as for any other public conduct. If an employee's use of electronic communication violates state or federal law or District policy, or interferes with the employee's ability to effectively perform his or her job duties, the employee is subject to disciplinary action, up to and including termination of employment.

Reporting Improper Communication In accordance with administrative regulations, an employee shall notify his or her supervisor when a student engages in improper electronic communication with the employee.

Disclosing Personal Information An employee shall not be required to disclose his or her personal email address or personal phone number to a student.

Prohibited Classroom Instruction or Activities An employee is prohibited from intentionally or knowingly engaging in or assigning to another individual instruction, guidance, activities, or programming prohibited by law [see EMB].

Prohibited Diversity, Equity, and Inclusion Duties

An employee shall be subject to disciplinary action, including termination of employment, if the employee, intentionally or knowingly:

- Engages in diversity, equity, and inclusion (DEI) duties.
- Assigns to another individual DEI duties.

[See BT(LEGAL)]

Social Transitioning

An employee shall be prohibited from assisting a District student with social transitioning, as the term is defined in law. This prohibition includes providing any information to a District student about social transitioning or guidelines intended to assist a District student with social transitioning.

Safety Requirements

Each employee shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor.

Harassment or Abuse

An employee shall not engage in prohibited harassment, including sexual harassment, of:

1. Other employees. [See DIA]
2. Students. [See FFH; see FFG regarding child abuse and neglect.]

While acting in the course of employment, an employee shall not engage in prohibited harassment, including sexual harassment, of other persons, including Board members, vendors, contractors, volunteers, or parents.

An employee shall report child abuse or neglect as required by law. [See FFG]

Relationships with Students

An employee shall not form romantic or other inappropriate social relationships with students. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See FFH]

As required by law, the District shall notify the parent of a student with whom ~~an educator~~ a District employee or person acting as a service provider for the District is alleged to have engaged in certain misconduct. [See FFF]

[See FFF for parent notification requirements and DHB and DHC for reporting requirements.]

Tobacco and Nicotine Products and E-Cigarettes

An employee is prohibited from possessing or using any type of tobacco product, e-cigarette, or any other electronic vaporizing device while on school property, in a District vehicle, or while attending an off-campus school-related activity. An employee is also

prohibited from possessing or using any type of nicotine product, including nicotine pouches, regardless of whether the product contains tobacco, while on District property, in a District vehicle, or while attending an off-campus school-related activity.

An employee's supervisor is authorized to approve an exception to this policy for a smoking cessation product.

**Alcohol and Drugs /
Notice of Drug-Free
Workplace**

As a condition of employment, an employee shall abide by the terms of the following drug-free workplace provisions. An employee shall notify the Superintendent in writing if the employee is convicted for a violation of a criminal drug statute occurring in the workplace in accordance with Arrests, Indictments, Convictions, and Other Adjudications, below.

An employee shall not manufacture, distribute, dispense, possess, use, or be under the influence of any of the following substances during working hours while on District property or at school-related activities during or outside of usual working hours:

1. Any controlled substance or dangerous drug as defined by law, including but not limited to marijuana, any narcotic drug, hallucinogen, stimulant, depressant, amphetamine, or barbiturate.
2. Alcohol or any alcoholic beverage.
3. Any abusable glue, aerosol paint, or any other chemical substance for inhalation.
4. Any other intoxicant or mood-changing, mind-altering, or behavior-altering drug.

An employee need not be legally intoxicated to be considered "under the influence" of a controlled substance.

Exceptions

It shall not be considered a violation of this policy if the employee:

1. Manufactures, possesses, or dispenses a substance listed above as part of the employee's job responsibilities;
2. Uses or possesses a controlled substance or drug authorized by a licensed physician prescribed for the employee's personal use; or
3. Possesses a controlled substance or drug that a licensed physician has prescribed for the employee's child or other individual for whom the employee is a legal guardian.

Sanctions

An employee who violates these drug-free workplace provisions shall be subject to disciplinary sanctions. Sanctions may include:

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

1. Referral to drug and alcohol counseling or rehabilitation programs;
2. Referral to employee assistance programs;
3. Termination from employment with the District; and
4. Referral to appropriate law enforcement officials for prosecution.

Notice

Employees shall receive a copy of this policy.

Arrests, Indictments, Convictions, and Other Adjudications

An employee shall notify his or her principal or immediate supervisor within three calendar days of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony, any offense involving moral turpitude, and any of the other offenses as indicated below:

1. Crimes involving school property or funds;
2. Crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
3. Crimes that occur wholly or in part on school property or at a school-sponsored activity; or
4. Crimes involving moral turpitude, which include:
 - Dishonesty, fraud, deceit, theft, or misrepresentation;
 - Deliberate violence;
 - Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor;
 - Any alcohol offense;
 - Any drug offense;
 - Driving while intoxicated (DWI) or driving under the influence (DUI); or
 - Acts constituting abuse or neglect under the Texas Family Code.

Dress and Grooming

An employee's dress and grooming shall be clean, neat, in a manner appropriate for his or her assignment, and in accordance with any additional standards established by his or her supervisor and approved by the Superintendent.

Instructional Plan and Course Syllabus

Prior to the beginning of each semester, each teacher shall provide a copy of the teacher's instructional plan or course syllabus for each class for which the teacher provides instruction.

The teacher shall provide this information to the District administration and the parent of each student enrolled in the teacher's class. Additional copies of the instructional plan or course syllabus shall be made available to a parent of a student enrolled upon that parent's request.

The Superintendent shall develop administrative procedures for the posting of the instructional plans and course syllabi for each class offered in the District on the District's website.

Note: For information related to the accounting of instructional materials, as this term is defined by state law and rule, see CMD.

For information related to the selection process of library materials, see EFB.

The District shall provide instructional materials designed to teach the Texas Essential Knowledge and Skills and further the District's educational mission. Although the Superintendent shall ensure that professional staff select instructional materials in accordance with District policy and administrative regulations, the ultimate authority for determining and approving the curriculum and instructional program of the District lies with the Board.

Objectives

In this policy, "instructional materials" may include textbooks, supplementary resources for classroom use, and any other instructional resources, including electronic resources, used for formal or informal teaching and learning purposes. The primary objectives of instructional materials are to implement, enrich, and support the District's educational program.

Selection

Instructional materials that are textbooks and related supplemental materials, which may include items from the list of resources adopted by the State Board of Education, shall be chosen in accordance with administrative regulations and the objectives above.

The Board shall rely on District professional staff to select and acquire instructional materials that:

1. Enrich and support the curriculum consistent with the general educational goals of the state and District, the aims and objectives of individual schools and specific courses, and the District and campus improvement plans.
2. Are appropriate for the subject area and for the age, ability level, learning styles, interests, and social and emotional development of the students for whom they are selected.
3. Meet high standards for artistic quality, literary style, authenticity, educational significance, factual content, physical format, presentation, readability, and technical quality.
4. Present various sides of controversial issues so that students have an opportunity to develop, under guidance, skills in critical analysis and in making informed judgments in their daily lives. [See also EMB regarding instruction about controversial issues.]
5. Promote literacy.

District professional staff may select additional instructional materials in accordance with administrative regulations and the criteria above.

Administrators, teachers, other District personnel, parents, and community members, as appropriate, may recommend instructional materials for selection. Gifts of instructional materials shall be evaluated according to these criteria and accepted or rejected in accordance with CDC(LOCAL).

Selection of instructional materials is an ongoing process that includes the removal of materials no longer appropriate and the periodic replacement or repair of materials that still have educational value.

Parent Request for Instructional Material Review

The Superintendent shall develop administrative regulations to ensure compliance with state law and rules that a parent or guardian of a District student may request an instructional materials review for a subject area in the grade level in which their student is enrolled on the basis of the following:

1. The material is not aligned with District-adopted materials; or
2. The material does not have the appropriate rigor for the grade level for the subject area in which the instructional material is used.

The regulations shall also address procedures for submitting a parent petition to review instructional materials, the appeal process if a petition for review is denied, criteria for reviewing any appeal, and timelines for each step in the process.

Reconsideration of Instructional Materials

A District employee or a parent or guardian of a District student may request reconsideration of instructional material used in the District's educational program on the basis that the instructional material fails to meet the standards set forth in this policy.

Guiding Principles

The following principles shall guide the Board and staff in responding to a request for reconsideration of instructional materials:

1. A complainant may raise an objection to an instructional material used in a school's educational program, despite the fact that the professional staff selecting the materials were qualified to make the selection, followed the proper procedure, and adhered to the objectives for instructional materials set out in this policy.
2. A parent's ability to exercise control over instruction extends only to his or her own child as set forth in Education Code Chapter 26.

3. Access to a challenged material shall not be restricted during the reconsideration process, except the District may deny access to a child if requested by the child's parent.

The major criterion for the final decision on challenged instructional materials is the appropriateness of the material for its intended educational use. No challenged instructional material shall be removed solely because of the ideas expressed therein.

*Informal
Reconsideration*

When the District or a campus receives an objection to the appropriateness of an instructional material, the appropriate administrator shall try to resolve the matter informally. The administrator shall explain the selection process and discuss the intended educational purpose for the instructional material. If appropriate, the administrator may offer a concerned parent an alternative instructional material to be used by that parent's child in place of the challenged material.

If the complainant wishes to make a formal challenge, the administrator shall provide the complainant a copy of this policy and a form to request a formal reconsideration of the instructional material.

*Formal Request for
Reconsideration*

A complainant shall make any formal request to reconsider an instructional material on the form provided by the District and shall submit the completed and signed form to the principal. Upon receipt of the form, the principal shall appoint a reconsideration committee.

The reconsideration committee shall include at least one member of the instructional staff who has experience using the challenged material with students or is familiar with the challenged material's content. Other members of the committee may include District-level staff, secondary-level students, parents, and any other appropriate individuals.

All members of the committee shall review the challenged instructional material in its entirety. As soon as reasonably possible, the committee shall meet and determine whether the challenged material conforms to the principles of selection set out in this policy and whether the challenged material will continue to be used in the educational program. The committee shall prepare a written report of its findings. The Superintendent, other appropriate administrators, and the complainant shall receive copies of the report.

*Frequency of
Review*

After an instructional material has been reviewed through formal reconsideration, it shall not be reviewed again until it is evaluated in the periodic local selection process.

Appeal

The complainant may appeal the decision of the reconsideration committee in accordance with appropriate complaint policies, starting at the appropriate level. [See DGBA, FNG, and GF]

Note: Unless otherwise noted, the terms “video recording,” “video surveillance,” and “video monitoring” shall also include any associated audio recordings. In addition, the term “classroom” shall also include other special education settings subject to video and audio recording required by law.

To promote student safety, the District shall comply with requests for video and audio monitoring of certain ~~self-contained~~ special education classrooms as required by law. Regular or continual monitoring of video recordings shall be prohibited. Video recordings shall not be used for teacher evaluation or monitoring or for any purpose other than the promotion of student safety.

The ~~Superintendent~~ Superintendent is responsible for coordinating the provision of equipment to campuses in compliance with the law.

The Superintendent shall ensure that administrative regulations are developed to implement this policy.

Requests

For Following Year

A parent of a student receiving special education services and whose placement for the following school year will be in a ~~self-contained~~ special education classroom eligible for video surveillance may request in writing that a video camera be placed in the classroom by the end of the current school year or by the ~~tenth~~ 10th business day after the student’s admission, review, and dismissal (ARD) committee determines the student’s placement, whichever is later. If such a request is made, the campus shall begin operation of the camera by the deadlines in law.

For Current Year

Written requests from a parent, assistant principal, principal, staff member, or the Board shall be submitted and processed in accordance with the procedures in law.

Response

As required by law, the District shall provide a response to the requester not later than the seventh business day after receipt of the request.

Notice

Before a camera is activated, the principal shall provide advance written notice to staff on the campus and to parents of the students assigned to or engaging in school activities in the classroom that video and audio surveillance will be conducted in the classroom.

Installation and Operation

The classroom subject to the request shall begin operation of video surveillance not later than the time frames required in law, except when the District is granted an extension of time.

When the District has installed video cameras in a classroom as required by law, the District shall operate the cameras during the instructional day at all times when one or more students are in the classroom. For purposes of this policy, the instructional day shall be defined as the portion of a school day during which instruction is taking place in the classroom.

For the school year in which a campus receives a request for video and audio surveillance, the campus shall continue to operate and maintain any video cameras placed in the classroom for as long as the classroom continues to satisfy the requirements in Education Code 29.022(a). However, the campus may discontinue operation of the video camera during the year if the requester withdraws the request in writing and no request is submitted to continue the surveillance. Before a camera is deactivated, the principal shall provide advance written notice to staff on the campus and to parents of the students assigned to or engaging in school activities in the classroom that video and audio surveillance will be discontinued in the classroom and of the opportunity to request continued video and audio surveillance.

Video cameras must be capable of recording video and audio of all areas of the classroom, including a room attached to the classroom used for time out as defined by law. No visual monitoring, other than incidental coverage, shall be conducted of the inside of a bathroom or other area used for changing a student's clothes.

The District shall post notice at the entrance to a classroom in which video cameras are placed stating that video and audio surveillance is conducted in that classroom.

Retention of Recordings

Video recordings shall be retained for at least three months after the date of the recording but may be retained for a longer period in accordance with the District's records management program, or as required by law. [See CPC]

Confidentiality of Recordings

Video recordings made in accordance with this policy shall be confidential and shall only be released or viewed by the individuals and in the limited circumstances permitted by law. The following individuals shall have authority to view video recordings to the extent permitted by the Family Educational Rights and Privacy Act (FERPA):

1. A District employee or a parent of a student who is involved in an alleged incident documented by a recording and reported to the District;
2. Appropriate Department of Family and Protective Services (DFPS) personnel as part of an investigation of alleged abuse or neglect of a child;

3. A peace officer, school nurse, District administrator trained in de-escalation and restraint techniques, or human resource staff member in response to a report of an alleged incident or an investigation of an employee or a report of alleged abuse committed by a student; and
4. Appropriate Texas Education Agency or State Board for Educator Certification personnel or their agents as part of an investigation.

For purposes of this policy, the term “human resource staff member” shall include the Superintendent, a principal, an assistant principal or other campus administrator, and any supervisory position within the District’s human resources office. If an individual listed in items ~~2-42-4~~, above, believes that a recording shows a violation of District policy or campus procedures, the individual may allow access to the recording by appropriate legal and human resources personnel designated by the District for the purpose of determining whether a policy or procedure has been violated.

Any person who suspects that child abuse or neglect has occurred shall report this suspicion as required by law and District policy.
[See FFG]

Reporting an Incident

A person alleging that an incident, as defined by law, has occurred in a classroom in which video surveillance is conducted shall file a report on the form provided by the District with the principal as soon as possible after the person suspects the alleged incident. If possible, an incident report form shall be filed within ~~48~~24 hours of the facts giving rise to the allegation. The principal shall promptly view, or direct an authorized individual to view, the video surveillance footage to identify the relevant portion of the recording. No later than ~~ten District business days~~10 District business days after the report is filed, the principal or designee shall respond by notifying the person whether the alleged incident was recorded in the District’s video surveillance footage and shall initiate other steps as required by law, District policy, or local procedures.

Complaints

Complaints related to video and audio recordings under this policy shall be filed in accordance with DGBA, FNG, or GF, as applicable. A complainant who is dissatisfied with the outcome of the District’s complaint process may appeal in writing to the commissioner of education in accordance with Education Code 7.057 and 19 Administrative Code 103.1303. A parent, staff member, or District administrator may request an expedited review in accordance with 19 Administrative Code 103.1303.

PROPOSED REVISIONS

Note: This local policy has been revised in accordance with the District's innovation plan. [See AF(LOCAL)]

Relation to Essential Knowledge and Skills

The District shall establish instructional objectives that relate to the essential knowledge and skills for grade-level subjects or courses. These objectives shall address the skills needed for successful performance in the next grade or next course in a sequence of courses.

Guidelines for Grading

Assignments, tests, projects, classroom activities, and other instructional activities shall be designed so that each student's performance indicates the level of mastery of the designated District objectives.

The Superintendent or designee shall ensure that each campus or instructional level develops guidelines for teachers to follow in determining grades for students. These guidelines shall ensure that grading reflects a student's relative mastery of an assignment and that a sufficient number of grades are taken to support the non-number or grade average assigned. Grades shall not be reduced for disciplinary reasons except in cases of late assignments or academic dishonesty (refer to criteria detailed in the grading guidelines). Guidelines for grading shall be clearly communicated to students and parents.

The District shall permit a student who meets the criteria detailed in the grading guidelines a reasonable opportunity to reassess for mastery.

Progress Reporting

The District shall issue grade reports/report cards every nine weeks on a form approved by the Superintendent or designee. Performance shall be measured in accordance with this policy and the standards established in EIE.

Interim Reports

Interim progress reports shall be issued for all students after the third week and the sixth week of each grading period. Supplemental progress reports may be issued at the teacher's discretion.

Conferences

In accordance with the District' innovation plan, in addition to conferences scheduled on the campus calendar, conferences may be requested by a teacher or parent as needed.

Academic Dishonesty

A student found to have engaged in academic dishonesty shall be subject to grade penalties on assignments or tests and disciplinary penalties in accordance with the Student Code of Conduct. Academic dishonesty includes cheating or copying the work of another student, plagiarism, and unauthorized communication between students during an examination. The determination that a student has engaged in academic dishonesty

ACADEMIC ACHIEVEMENT
GRADING/PROGRESS REPORTS TO PARENTS

EIA
(LOCAL)

shall be based on the judgment of the classroom teacher or another supervising professional employee, taking into consideration written materials, observation, or information from students.

Parent Portal

The District shall establish a parent portal on the District's website through which parents may submit comments to campus administrators, District administrators, and the Board.

The Superintendent shall develop administrative regulations related to the portal, including placement on the District or campus websites and how campus or District administrators are to address comments received from parents through the portal.

Release from School

~~Students~~A student shall not be released from school at times other than regular dismissal hours except with the permission of the principal of the school. The teacher shall determine that such permission has been granted before allowing the student to leave.

Private Lessons

~~Students shall not be excused during school hours for private lessons of any nature~~

Exception for Released Time Course

For purposes of this policy, a “released time course” shall have the same definition as provided in law.

A student shall be permitted to attend a released time course in accordance with the following requirements:

1. The parent or guardian has provided written consent for the student to attend the released time course;
2. The private entity offering the released time course maintains attendance records and will make those records available to the District;
3. The private entity, parent or guardian, or student assumes responsibility for transportation, including transportation for a student with a disability, to and from the location at which the released course is offered;
4. The private entity assumes liability for the student enrolled in the released time course while the student is under the private entity’s care; and
5. The student is responsible for any school work and assignments issued during the student’s absence from the District.

The District shall be prohibited from using District funds, excluding de minimis costs, to facilitate the student attending a released time course.

A private entity shall be prohibited from offering the released time course on District property unless the use is in accordance with policy GKD.

The District shall not interfere with a parent’s or guardian’s ability to request or access a released time course for the student.

No employee shall give any student prescription medication, non-prescription medication, herbal substances, anabolic steroids, or dietary supplements of any type, except as authorized by this or other District policy.

Medication Provided by Parent

The Superintendent shall designate the employees who are authorized to administer medication that has been provided by a student's parent. An authorized employee is permitted to administer the following medication in accordance with administrative regulations:

1. Prescription medication in accordance with legal requirements.
2. Nonprescription medication, ~~upon a parent's written request, when properly labeled and in the original container~~ in accordance with legal requirements.
3. Herbal substances or dietary supplements provided by the parent and only if required by the individualized education program or Section 504 plan for a student with disabilities.

Medication Provided by District

Except as required by law and provided by this policy, the District shall not purchase medication to administer to a student.

Emergency Basis

The District shall purchase certain nonprescription medications to administer to students only on an emergency basis and in accordance with:

1. Protocols established by the District's medical adviser who must be licensed to practice medicine in the state of Texas; and
2. Parental consent given on the emergency treatment form.

The Superintendent shall designate the employees who are authorized to administer nonprescription medication under these protocols and permissions.

First-Aid

The District shall purchase certain topical nonprescription medications for use when administering first aid to students in accordance with administrative regulations. The Superintendent shall designate the employees who are authorized to administer nonprescription medication under this provision.

Athletic Program

The District shall purchase nonprescription medication that may be used to prevent or treat illness or injury in the District's athletic program. Only a licensed athletic trainer or a physician licensed to practice medicine in the state of Texas may administer this medication and may do so only if:

1. The District has prior written consent for medication to be administered [see Medical Treatment, below]; and
2. The administration of a medication by an athletic trainer is in accordance with a standing order or procedures approved by a physician licensed to practice medicine in the state of Texas.

Opioid Antagonist

This provision shall be applicable to every campus.

On Campus

The District authorizes school personnel who have been adequately trained to administer an opioid antagonist in accordance with law and this policy. Administration of an opioid antagonist shall only be permitted when an authorized and trained individual reasonably believes a person is experiencing an opioid-related overdose.

Each applicable campus shall have at least one individual who is authorized and trained to administer an opioid antagonist present during regular school hours.

*Maintenance,
Availability,
Training, and
Reporting*

Each applicable campus shall have at least two unused, unexpired opioid antagonist doses available.

All opioid antagonists shall be stored in a secure location and shall be easily accessible by individuals who are authorized and trained to administer an opioid antagonist.

The Superintendent shall develop administrative regulations addressing acquisition, maintenance, expiration, and disposal of opioid antagonists in the District, as well as reporting, employee training, and emergency notification requirements.

Psychotropics

Except as permitted by law, an employee shall not:

1. Recommend to a student or a parent that the student use a psychotropic drug;
2. Suggest a particular diagnosis; or
3. Exclude the student from a class or a school-related activity because of the parent's refusal to consent to psychiatric evaluation or examination or treatment of the student.

Medical Treatment

A student's parent, legal guardian, or other person having lawful control shall annually complete and sign a form that provides emergency information and addresses authorization regarding medical treatment. A student who has reached age 18 shall be permitted to complete this form.

The District shall seek appropriate emergency care for a student as required or deemed necessary.

**Threat Assessment
and Safe and
Supportive Team**

In compliance with law, the Superintendent shall ensure that a multidisciplinary threat assessment and safe and supportive team is established to serve each campus. The Superintendent shall appoint team members. The team shall be responsible for developing and implementing a safe and supportive school program at each campus served by the team and shall support the District in implementing its multi-hazard emergency operations plan.

Training

Each team shall complete training provided by an approved provider on evidence-based threat assessment programs.

Student Reports

Each campus shall establish a clear procedure for a student to report concerning behavior exhibited by another student for assessment by the team or other appropriate District employee.

Employee
Confidentiality

A District employee who reports a potential threat may elect for the employee's identity to remain confidential and not be subject to disclosure under the state's public information law. The employee's identity shall only be revealed when necessary for the team, the District, or law enforcement to investigate the reported threat.

The District shall maintain a record of the identity of a District employee who elects for the employee's identity to remain confidential.

Notification to
Teaching Staff of
Threat

As soon as safe and practicable after an administrator or team receives information regarding a threat against a campus, including a threat made through social media, the appropriate administrator or the team shall immediately provide to each member of the teaching staff, including teacher aides, who may be directly affected by the threat a statement containing the following information:

1. The existence of the threat;
2. The nature of the threat; and
3. Any other pertinent detail to ensure student and staff safety.

The Superintendent shall develop administrative regulations to ensure that the required notice is provided to the teaching staff in accordance with law. The administrative regulations may also address notification of other appropriate employees on the affected campus.

Imminent Threats or
Emergencies

A member of the team or any District employee may act immediately to prevent an imminent threat or respond to an emergency, including contacting law enforcement directly.

Threat Assessment
Process

The District shall develop procedures as recommended by the Texas School Safety Center. In accordance with those procedures,

the threat assessment and safe and supportive team shall conduct threat assessments using a process that includes:

1. Identifying individuals, based on referrals, tips, or observations, whose behavior has raised concerns due to threats of violence or exhibition of behavior that is harmful, threatening, or violent.
2. Conducting an individualized assessment based on reasonably available information to determine whether the individual poses a threat of violence or poses a risk of harm to self or others and the level of risk.
3. Implementing appropriate intervention and monitoring strategies, if the team determines an individual poses a threat of harm to self or others. These strategies may include referral of a student for a mental health assessment and escalation procedures as appropriate.

For a student or other individual the team determines poses a serious risk of violence to self or others, the team shall immediately report to the Superintendent, who shall immediately attempt to contact the student's parent or guardian. Additionally, the Superintendent shall coordinate with law enforcement authorities as necessary and take other appropriate action in accordance with the District's multihazard emergency operations plan.

For a student the team identifies as at risk of suicide, the team shall follow the District's suicide prevention program.

For a student the team identifies as having a substance abuse issue, the team shall follow the District's substance abuse program.

For a student whose conduct may constitute a violation of the District's Student Code of Conduct, the team shall make a referral to the campus behavior coordinator or other appropriate administrator to consider disciplinary action.

As appropriate, the team may refer a student:

1. To a local mental health authority or health-care provider for evaluation or treatment; or
2. For a full individualized and initial evaluation for special education services.

The team shall not provide any mental health-care services, except as permitted by law.

STUDENT WELFARE
CRISIS INTERVENTION

FFB
(LOCAL)

Guidance to School
Community

The team shall provide guidance to students and District employees on recognizing harmful, threatening, or violent behavior that may pose a threat to another person, the campus, or the community and methods to report such behavior to the team, including through anonymous reporting.

Reports

The team shall provide reports to the Texas Education Agency as required by law.

Note: See policies DHB and DHC for information on other required reports regarding alleged misconduct against a student.

The District shall notify a parent of a student with whom ~~an educa-~~
~~tor~~ a District employee or a person acting as a service provider for
the District is alleged to have engaged in misconduct, informing the
parent:

1. As soon as feasible that the alleged misconduct may have occurred;
2. Whether the ~~educator~~ individual was terminated following an investigation of the alleged misconduct or resigned before completion of the investigation; and
3. Whether a report was submitted to the Texas Education Agency or State Board for Educator Certification (~~SBEC~~) concerning the alleged misconduct.

For purposes of this policy, misconduct is defined as an ~~educa-~~
~~tor's~~ individual's alleged abuse or commission of an otherwise un-
lawful act with ~~the~~ student or involvement in a romantic relation-
ship, or soliciting or engaging in sexual contact with ~~the~~ student.

Notice of Suspected Criminal Offense

Except as provided by state law regarding child abuse investiga-
tions, the District shall notify a parent not later than one business
day after the date an employee first suspects that a criminal of-
fense has been committed against the parent's child.

[See also FFG for reporting requirements related to child abuse
and FFH for parental notification requirements regarding prohibited
conduct as defined by that policy.]

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

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

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

Training

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

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

**Reporting Child
Abuse and Neglect**

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

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

The following individuals have an additional legal obligation to submit a written or oral report within 4824 hours of learning of the facts giving rise to the suspicion of abuse or neglect:

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

A person is required to make a report if the person has reasonable cause to believe that an adult was a victim of abuse or neglect as a

child and the person determines in good faith that disclosure of the information is necessary to protect the health and safety of another child or an elderly or disabled person.

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

Oral Reports

As required by law, an oral report made to the Texas Department of Family and Protective Services (DFPS) is recorded.

Restrictions on Reporting

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

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

Making a Report

Reports may be made to any of the following:

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

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

An individual does not fulfill his or her responsibilities under the law by only reporting suspicion of abuse or neglect to a campus principal, school counselor, or another District staff member. Furthermore, the District is prohibited from requiring an employee to first report his or her suspicion to a District or campus administrator.

In accordance with law, an individual must provide their name and telephone number when making a report. If the individual making the report is a school employee, agent, or contractor, they must also provide their business address and profession.

Confidentiality

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

Immunity

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

Failing to Report Suspected Child Abuse or Neglect

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

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

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

Responsibilities Regarding Investigations

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

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

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

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

PROPOSED REVISIONS

Note: This local policy has been revised in accordance with the District's innovation plan. [See AF(LOCAL)]

Complaints

Other Complaint Processes

In this policy, the terms "complaint" and "grievance" shall have the same meaning.

Student or parent complaints shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with FNG after the relevant complaint process:

1. Complaints alleging discrimination or harassment based on race, color, religion, sex, gender, national origin, age, or disability shall be submitted in accordance with ~~the FFH-series~~.
2. Complaints concerning dating violence shall be submitted in accordance with ~~the FFH-series~~.
3. Complaints concerning retaliation related to discrimination and harassment shall be submitted in accordance with ~~the FFH-series~~.
4. Complaints concerning bullying or retaliation related to bullying shall be submitted in accordance with FFI.
5. Complaints concerning failure to award credit or a final grade on the basis of attendance shall be submitted in accordance with FEC.
6. Complaints concerning expulsion shall be submitted in accordance with FOD and the Student Code of Conduct.
7. Complaints concerning any final decisions of the gifted and talented selection committee regarding selection for or exit from the gifted program shall be submitted in accordance with EHBB.
8. Complaints within the scope of Section 504, including complaints concerning identification, evaluation, or educational placement of a student with a disability, shall be submitted in accordance with FB and the procedural safeguards handbook.
9. Complaints within the scope of the Individuals with Disabilities Education Act, including complaints concerning identification, evaluation, educational placement, or discipline of a student with a disability, shall be submitted in accordance with

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

EHBAE, FOF, and the procedural safeguards handbook provided to parents of all students referred to special education.

10. Complaints concerning instructional resources shall be submitted in accordance with the EF series.
11. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with the CKE series.
12. Complaints concerning intradistrict transfers or campus assignment shall be submitted in accordance with FDB.
13. Complaints concerning admission, placement, or services provided for a homeless student shall be submitted in accordance with FDC.
14. Complaints concerning disputes regarding a student's eligibility for free or reduced-priced meal programs shall be submitted in accordance with COB.

Complaints regarding refusal of entry to or ejection from District property based on Education Code 37.105 shall be filed in accordance with this policy. However, the timelines shall be adjusted as necessary to permit the complainant to address the Board in person within 90 calendar days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See GKA(LEGAL)]

**Extracurricular
Activity Complaints**

For a complaint concerning a student's participation in an extracurricular activity that does not involve a violation of a right guaranteed by Education Code Chapter 26, of a Board policy, or of a provision of Education Code Title II, the Level Two decision is final and may not be appealed to the Board.

**Notice to Students
and Parents**

The District shall inform students and parents of this policy through appropriate District publications.

Guiding Principles

Informal Process

The Board encourages students and parents to discuss their concerns with the appropriate teacher, principal, or other campus administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Formal Process

Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.

A student or parent may initiate the formal process described below by timely filing a written complaint form.

Even after initiating the formal complaint process, students and parents are encouraged to seek informal resolution of their

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

concerns. A student or parent whose concerns are resolved may withdraw a formal complaint at any time.

The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or “mini-trial” at any level.

Freedom from Retaliation

Neither the Board nor any District employee shall unlawfully retaliate against any student or parent for bringing a concern or complaint.

General Provisions

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are postmarked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

Scheduling Conferences

The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If a student or parent fails to appear at a scheduled conference, the District may hold the conference and issue a decision in the student’s or parent’s absence.

Response

At Levels One and Two, “response” shall mean a written communication to the student or parent from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the student’s or parent’s email address of record, or sent by U.S. Mail to the student’s or parent’s mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.

Days

“Days” shall mean District business days, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is “day zero.” The following business day is “day one.”

Representative

“Representative” shall mean any person who or organization that is designated by the student or parent to represent the student or parent in the complaint process. A student may be represented by an adult at any level of the complaint.

The student or parent may designate a representative through written notice to the District at any level of this process. If the student or parent designates a representative with fewer than three days’ notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

	<p>later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.</p>
Consolidating Complaints	<p>Complaints arising out of an event or a series of related events shall be addressed in one complaint. A student or parent shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.</p>
Untimely Filings	<p>All time limits shall be strictly followed unless modified by mutual written consent.</p> <p>If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the student or parent, at any point during the complaint process. The student or parent may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.</p>
Costs Incurred	<p>Each party shall pay its own costs incurred in the course of the complaint.</p>
Complaint and Appeal Forms	<p>Complaints and appeals under this policy shall be submitted in writing on a form provided by the District.</p> <p>Copies of any documents that support the complaint should be attached to the complaint form. If the student or parent does not have copies of these documents, copies may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the student or parent unless the student or parent did not know the documents existed before the Level One conference.</p> <p>A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refiling is within the designated time for filing.</p>
Level One	<p>Complaint forms must be filed:</p> <ol style="list-style-type: none">15. Within 15 days of the date the student or parent first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and16. With the lowest level administrator who has the authority to remedy the alleged problem. <p>In most circumstances, students and parents shall file Level One complaints with the campus principal.</p> <p>If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the</p>

complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

The appropriate administrator shall investigate as necessary and schedule a conference with the student or parent within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

Absent extenuating circumstances, the administrator shall provide the student or parent a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.

Level Two

If the student or parent did not receive the relief requested at Level One or if the time for a response has expired, the student or parent may request a conference with the Superintendent or designee to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline

After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to the Level Two administrator. The student or parent may request a copy of the Level One record.

The Level One record shall include:

17. The original complaint form and any attachments.
18. All other documents submitted by the student or parent at Level One.
19. The written response issued at Level One and any attachments.
20. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The Superintendent or designee shall schedule a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One.

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

At the conference, the student or parent may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Superintendent or designee may set reasonable time limits for the conference.

The Superintendent or designee shall provide the student or parent a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Superintendent or designee may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Superintendent or designee believes will help resolve the complaint.

Recordings of the Level One and Level Two conferences, if any, shall be maintained with the Level One and Level Two records.

Level Three

With the exception of complaints regarding extracurricular activities, described above, if the student or parent did not receive the relief requested at Level Two or if the time for a response has expired, the student or parent may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

The Superintendent or designee shall inform the student or parent of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The Superintendent or designee shall provide the Board the record of the Level Two appeal. The student or parent may request a copy of the Level Two record.

The Level Two record shall include:

21. The Level One record.
22. The notice of appeal from Level One to Level Two.
23. The written response issued at Level Two and any attachments.
24. All other documents relied upon by the administration in reaching the Level Two decision.

The appeal shall be limited to the issues and documents considered at Level Two, except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the student or

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

parent notice of the nature of the evidence at least three days before the hearing.

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the student or parent and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the student or parent or the student's representative, any presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.

**Discipline
Philosophy**

The goal of the District is to give all children the best opportunity to learn. To achieve this, discipline is necessary.

The District believes that:

1. Discipline begins at home.
2. Enforcement of school discipline is the responsibility of the teacher with strong support from parents, administrators, and Board members.
3. Discipline must be firm, fair, and consistent.
4. Students must attend school regularly, follow the rules, respect the rights of others, and work to the best of their abilities.

**Student Code of
Conduct**

The District's rules of discipline are maintained in the Board-adopted Student Code of Conduct and are established to support an environment conducive to teaching and learning.

Rules of conduct and discipline shall not have the effect of discriminating on the basis of gender, race, color, disability, religion, ethnicity, or national origin.

At the beginning of the school year and throughout the school year as necessary, the Student Code of Conduct shall be:

1. Posted and prominently displayed at each campus or made available for review in the principal's office, as required by law; and
2. Made available on the District's website and/or as a hard copy to students, parents, teachers, administrators, and others on request.

Revisions

Revisions to the Student Code of Conduct approved by the Board during the year shall be made available promptly to students and parents, teachers, administrators, and others.

**Extracurricular
Standards of
Behavior**

With the approval of the principal and Superintendent, sponsors and coaches of extracurricular activities may develop and enforce standards of behavior that are higher than the District-developed Student Code of Conduct and may condition membership or participation in the activity on adherence to those standards. Extracurricular standards of behavior may take into consideration conduct that occurs at any time, on or off school property.

A student shall be informed of any extracurricular behavior standards at the beginning of each school year or when the student first begins participation in the activity. A student and his or her

parent shall sign and return to the sponsor or coach a statement that they have read the extracurricular behavior standards and consent to them as a condition of participation in the activity.

Standards of behavior for an extracurricular activity are independent of the Student Code of Conduct. Violations of these standards of behavior that are also violations of the Student Code of Conduct may result in independent disciplinary actions.

A student may be removed from participation in extracurricular activities or may be excluded from school honors for violation of extracurricular standards of behavior for an activity or for violation of the Student Code of Conduct.

“Parent” Defined

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

General Discipline Guidelines

A District employee shall adhere to the following general guidelines when imposing discipline:

1. A student shall be disciplined when necessary to improve the student’s behavior, to maintain order, or to protect other students, school employees, or property.
2. A student shall be treated fairly and equitably. Discipline shall be based on an assessment of the circumstances of each case. Factors to consider shall include:
 - a. The seriousness of the offense;
 - b. The student’s age;
 - c. The frequency of misconduct;
 - d. The student’s attitude;
 - e. The potential effect of the misconduct on the school environment;
 - f. Requirements of Chapter 37 of the Education Code; and
 - g. The Student Code of Conduct adopted by the Board.
3. Before a student under 18 is assigned 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.

Corporal Punishment

The Board prohibits the use of corporal punishment in the District. Students shall not be spanked, paddled, or subjected to other

physical force as a means of discipline for violations of the Student Code of Conduct.

Physical Restraint

Note: A District employee may restrain a student with a disability who receives special education services only in accordance with law. [See FOF(LEGAL)]

Within the scope of an employee's duties, a District employee may physically restrain a student if the employee reasonably believes restraint is necessary in order to:

1. Protect a person, including the person using physical restraint, from physical injury.
2. Obtain possession of a weapon or other dangerous object.
3. Protect property from serious damage.
4. Remove a student refusing a lawful command of a school employee from a specific location, including a classroom or other school property, in order to restore order or to impose disciplinary measures.

Video and Audio Monitoring

Video and audio recording equipment ~~shall~~may be used for safety purposes to monitor student behavior on District property.

~~The~~When video and audio recording equipment is in use, the District shall post signs notifying students and parents about the District's use of video and audio recording equipment. Students shall not be notified when the equipment is turned on.

Use of Recordings

The principal shall review recordings as needed, and evidence of student misconduct shall be documented. A student found to be in violation of the District's Student Code of Conduct shall be subject to appropriate discipline.

Access to Recordings

Recordings shall remain in the custody of the campus principal and shall be maintained as required by law. A parent or student who wishes to view a recording in response to disciplinary action taken against the student may request such access under the procedures set out by law. [See FL(LEGAL)]

PROPOSED POLICY

Note: This local policy has been revised in accordance with the District's innovation plan. [See AF(LOCAL)]

Complaints

Other Complaint Processes

In this policy, the terms "complaint" and "grievance" shall have the same meaning.

Complaints by members of the public shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with GF after the relevant complaint process:

1. Complaints concerning instructional resources shall be filed in accordance with the EF series.
2. Complaints concerning a commissioned peace officer who is an employee of the District shall be filed in accordance with the CKE series.

Complaints regarding refusal of entry to or ejection from District property based on Education Code 37.105 shall be filed in accordance with this policy. However, the timelines shall be adjusted as necessary to permit the complainant to address the Board in person within 90 calendar days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See GKA(LEGAL)]

Guiding Principles

Informal Process

The Board encourages the public to discuss concerns with an appropriate administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.

Formal Process

An individual may initiate the formal process described below by timely filing a written complaint form.

Even after initiating the formal complaint process, individuals are encouraged to seek informal resolution of their concerns. An individual whose concerns are resolved may withdraw a formal complaint at any time.

The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or "mini-trial" at any level.

Freedom from Retaliation

Neither the Board nor any District employee shall unlawfully retaliate against any individual for bringing a concern or complaint.

General Provisions

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are postmarked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

Scheduling Conferences

The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If the individual fails to appear at a scheduled conference, the District may hold the conference and issue a decision in the individual's absence.

Response

At Levels One and Two, "response" shall mean a written communication to the individual from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the individual's email address of record, or sent by U.S. Mail to the individual's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.

Days

"Days" shall mean District business days, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one."

Representative

"Representative" shall mean any person who or organization that is designated by an individual to represent the individual in the complaint process.

The individual may designate a representative through written notice to the District at any level of this process. If the individual designates a representative with fewer than three days' notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.

Consolidating Complaints

Complaints arising out of an event or a series of related events shall be addressed in one complaint. An individual shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.

Untimely Filings

All time limits shall be strictly followed unless modified by mutual written consent.

If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the individual, at any point during the complaint process. The individual may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.

Costs Incurred Each party shall pay its own costs incurred in the course of the complaint.

Complaint and Appeal Forms Complaints and appeals under this policy shall be submitted in writing on a form provided by the District.

Copies of any documents that support the complaint should be attached to the complaint form. If the individual does not have copies of these documents, they may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the individual unless the individual did not know the documents existed before the Level One conference.

A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refiling is within the designated time for filing.

Level One

Complaint forms must be filed:

3. Within 15 days of the date the individual first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and
4. With the lowest level administrator who has the authority to remedy the alleged problem.

If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

The appropriate administrator shall investigate as necessary and schedule a conference with the individual within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

Absent extenuating circumstances, the administrator shall provide the individual a written response within ten days following the conference. The written response shall set forth the basis of the

Level Two

decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.

If the individual did not receive the relief requested at Level One or if the time for a response has expired, he or she may request a conference with the Superintendent or designee to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline.

After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to the Level Two administrator. The individual may request a copy of the Level One record.

The Level One record shall include:

5. The original complaint form and any attachments.
6. All other documents submitted by the individual at Level One.
7. The written response issued at Level One and any attachments.
8. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The Superintendent or designee shall schedule a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One. At the conference, the individual may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Superintendent or designee may set reasonable time limits for the conference.

The Superintendent or designee shall provide the individual a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Superintendent or designee may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Superintendent or designee believes will help resolve the complaint.

Recordings of the Level One and Level Two conferences, if any, shall be maintained with the Level One and Level Two records.

Level Three

If the individual did not receive the relief requested at Level Two or if the time for a response has expired, he or she may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

The Superintendent or designee shall inform the individual of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The Superintendent or designee shall provide the Board the record of the Level Two appeal. The individual may request a copy of the Level Two record.

The Level Two record shall include:

9. The Level One record.
10. The notice of appeal from Level One to Level Two.
11. The written response issued at Level Two and any attachments.
12. All other documents relied upon by the administration in reaching the Level Two decision.

The appeal shall be limited to the issues and documents considered at Level Two, except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the individual notice of the nature of the evidence at least three days before the hearing.

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the individual and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the individual or his or her representative, any

presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.

Access to District Property

Authorized District officials, including school resource officers and District police officers if applicable, may refuse to allow a person access to property under the District's control in accordance with law.

District officials may request assistance from law enforcement in an emergency or when a person is engaging in behavior rising to the level of criminal conduct.

Ejection or Exclusion under Education Code 37.105

In accordance with Education Code 37.105, a District official shall provide a person refused entry to or ejected from property under the District's control written information explaining the right to appeal such refusal of entry or ejection under the District's grievance process.

A person appealing under the District's grievance process shall be permitted to address the Board in person within 90 calendar days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See FNG and GF]

Off-Campus Activities

Employees shall be designated to ensure appropriate conduct of participants and others attending a school-related activity at non-District or out-of-District facilities. Those so designated shall coordinate their efforts with persons in charge of the facilities.

Prohibitions

Tobacco and E-Cigarettes

The District prohibits smoking and the use of tobacco products, e-cigarettes, or other electronic vaporizing devices on District property, in District vehicles, or at school-related activities.

Weapons

The District prohibits the unlawful use, possession, or display of any firearm, location-restricted knife, club, or prohibited weapon, as defined at FNCG, on all District property at all times.

Exceptions

No violation of this policy occurs when:

1. ~~A Texas~~ An individual who holds a handgun license holder in accordance with state law stores a handgun or other firearm in a locked vehicle in a parking lot, parking garage, or other parking area provided by the District, as long as the handgun or other firearm is not in plain view; or
2. The use, possession, or display of an otherwise prohibited weapon takes place as part of a District-approved activity supervised by proper authorities. [See FOD]

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.
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: