

Agenda of Regular Meeting

The Board of Trustees Grand Prairie Independent School District

A Regular Meeting of the Board of Trustees of Grand Prairie Independent School District will be held Thursday, July 16, 2026, beginning at 5:30 PM in the Board Room at the Education Center, 2602 South Belt Line Road, Grand Prairie, Texas 75052.

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice.

Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

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

1. **5:30 P.M. - CALL TO ORDER**
2. **RECESS TO CLOSED SESSION**
 - A. Personnel Matters (§ 551.074)
Appointments, Discipline, Dismissals, Duties, Employment, Employment Contracts, Evaluations, Extensions, Leaves of Absence, Nonrenewals, Proposals for Nonrenewals, Renewals, Reassignments, Retirements, Job Abandonment, Terminations, Proposed Terminations, Requests for Leave of Absence, Requests for Extended Leave Without Pay, Proposed Suspension Without Pay, Resignations, and Settlements, for Administrators, Principals, Teachers and/or other Employees.
 1. Proposed Termination of Term Contract(s) 4
 2. Chapter 21 Contract Recommendations for 2026-2027
 3. The evaluation, duties, and discipline of a public officer
 4. Board Operating Procedures
 - B. Deliberation Regarding Real Property (§ 551.072).
 1. Long Range Facility Planning
 - C. School Children; School District Employees; Disciplinary Matter or Complaint (§ 551.082).
 - D. Consultation with Attorney (§ 551.071)
Consultation with the attorney with respect to pending or contemplated litigation, settlement offers, and matters where the attorney's duty to the district, pursuant to the code of professional responsibility of the State Bar of Texas, clearly conflicts with the provisions of the Open Meetings Act, or on a matter which the attorney determines should be confidential, including, but not limited to, contract negotiations in accordance with the Texas Government Code §§ 551.071, 551.082, 551.0821, 551.087.

- E. Deliberation Regarding Security Devices or Security Audits (§§ 551.076; .089).
The deployment, or specific occasions for implementation, of security personnel or devices;
or a security audit.
 - 1. Intruder Detection Audit.
- 3. **RECONVENE IN OPEN SESSION AT 7:00 P.M.**
- 4. **INVOCATION**
- 5. **PLEDGE TO THE AMERICAN FLAG AND TEXAS FLAG**
- 6. **RECOGNITION OF SPECIAL GUESTS**
Presenter: Sam Buchmeyer, Public Information Officer
- 7. **OPEN FORUM FOR AGENDA ITEMS**
 - A. Persons attending the meeting may request an Open Forum Sign-Up Card. The card must be completed in its entirety and submitted to the Board President or designee by 7:00 p.m. The first Open Forum is limited to: (a) agenda items other than personnel, public officers, and individual/specific students and (b) parents/guardians of a student who currently attends a GPISD school. Speakers will be limited to three (3) minutes. When more than one individual wishes to address the same agenda item, the President may ask the group to appoint one spokesperson.
- 8. **ACTION AS A RESULT OF CLOSED SESSION**
- 9. **CONSIDER APPROVAL OF CONSENT AGENDA ITEMS**
 - A. Minutes
 - 1. Minutes 6.11.26 5
 - B. Personnel: Routine Action
 - 1. Employment, Retirement(s), Termination(s)/Proposed Termination(s), Proposed Nonrenewal(s), Request(s) for Leave of Absence, Request(s) for Extended Leave Without Pay, Resignation(s), Reassignment(s), Request(s) for Temporary Disability, Job Abandonment, Proposed Extension of Probationary Contract(s), Proposed Suspension Without Pay, Administrator Contract Recommendations, Non-Administrator Contract Recommendations
 - 2. Personnel Report
 - a. Personnel Report
 - C. Regular Reports of the Superintendent
Presenter: Dr. Thurston Lamb, Deputy Superintendent of Operations
 - 1. Contract Listing
 - a. Contract Listing
 - 2. Property Tax Collection Report
 - a. Tax Report 9
 - 3. Revenue and Expenditure
 - a. Revenue and Expenditure 10
 - b. Revenue and Expenditure — \$16 Million Donation 11
 - c. Revenue and Expenditure — Capital Projects 12
 - 4. Budget Transfers and Amendments
 - a. Budget Transfers and Amendments General Fund #11 13
 - b. Budget Transfers and Amendments Child Nutrition #11 14
 - c. Budget Transfers and Amendments Debt Services #11 15
 - d. Budget Transfers and Amendments MacKenzie Scott #7 16
 - 5. Quarterly Investment Report 17
 - D. Annual Approval of Investment Policy 18
 - E. Approval of Broker/Dealer List
 - F. Investment Officer Training Sources 42
Presenter: Krystin Byrd, Chief Financial Officer
 - G. Resolution Approving Application of GASB 54 Standards for 2025/2026

H.	Approval of Interlocal Agreement with The University of Texas at Austin for the OnRamp Program	43
I.	Memorandum of Understanding for Dallas County Juvenile Justice Alternative Education Program (DCJJAEP) Presenter: Dr. Dana Jackson, Associate Superintendent of Student Support	44
J.	Library Materials Presenter: Dr. Melissa Steger, Chief Data and Information Systems Officer	45
K.	Texas Teacher Evaluation and Support System — List of Certified Appraisers Presenter: Karry Chapman, Chief of Human Capital	46
L.	Public Information Act Schedule for the 2026–2027 School Year Presenter: Dr. Melissa Kates, General Counsel	47
10.	CONSIDER APPROVAL OF ACTION AGENDA ITEMS	
A.	1615-Foot Utility Easement at Grand Prairie High School Presenter: Pablo F. Orozco, Executive Director of Facilities and Maintenance, and Charles Brewer, CFM, with the City of Grand Prairie	49
B.	Local Policy Updates Presenter: Dr. Melissa Kates, General Counsel	57
11.	INFORMATION/DISCUSSION ITEMS	
A.	Summer Program Update Presenter: Dr. Angela Herron, Chief of Teaching and Learning, and Kasie Roden, Executive Director of Advanced Academics/GT and STEM	172
12.	OPEN FORUM FOR NON-AGENDA ITEMS	
A.	Persons attending the meeting may request an Open Forum Sign-Up Card. The card must be completed in its entirety and submitted to the Board President or designee by 7:00 p.m. This second Open Forum allows individuals to address the Board on any subject, except personnel and individual/specific students. Any personnel concern should be brought directly to the attention of the Superintendent prior to the meeting. Speakers will be limited to three (3) minutes. When more than one individual wishes to address the same topic, the Board President may ask the group to appoint one spokesperson.	
13.	COMMENTS FROM INDIVIDUAL BOARD MEMBERS AND SUPERINTENDENT UPDATE	
A.	Board of Trustees' expressions of thanks, congratulations, and condolences.	
14.	ADJOURNMENT	

Grand Prairie ISD Board of Trustees

CREATE.
EMPOWER.
LEAD.

☐ Information

☒ Action

☐ Consent

Topic: Proposed Termination of Term Contracts

Submitted by: Dr. Melissa Kates, General Counsel

Approved for Transmittal: 

Board Meeting Date: 7/16/2026

Recommendation:

The Administration recommends that the Board approve the proposed termination of the employees' 2026-2027 Chapter 21 term contracts (listed under Exhibit 1) and direct the Superintendent to provide written notice to the employee(s) as required under the Texas Education Code.

Rationale:

Pursuant to the Texas Education Code §21.211 and Board Policies DFBA(LEGAL) and (LOCAL), the Board may take action on a proposed termination of a term contract at the end of the contract term.

Budget Information:

No budgetary impact.

Board Policy Reference and Compliance:

Texas Education Code Chapter 21; DFBA(LEGAL) and (LOCAL)

Regular Meeting

Thursday, June 11, 2026, 5:30 PM

Board Room at the Education Center, 2602 South Belt Line Road, Grand Prairie, Texas 75052

Bryan Parra: Present

Terry Brooks: Present

Gloria
Carrillo: Present

David Espinosa: Present

Emily Liles: Present

Amber
Moffitt: Absent when meeting was called to order but joined in closed session

1. 5:30 P.M. - CALL TO ORDER

Board Vice President Emily Liles called the meeting to order at 5:30 p.m.

2. RECESS TO CLOSED SESSION

A. Personnel Matters (§ 551.074)

Appointments, Discipline, Dismissals, Duties, Employment, Employment Contracts, Evaluations, Extensions, Leaves of Absence, Nonrenewals, Proposals for Nonrenewals, Renewals, Reassignments, Retirements, Job Abandonment, Terminations, Proposed Terminations, Requests for Leave of Absence, Requests for Extended Leave Without Pay, Proposed Suspension Without Pay, Resignations, and Settlements, for Administrators, Principals, Teachers and/or other Employees.

1. Proposed Termination of Probationary Contract(s) at the End of the Contract Term
2. Chapter 21 Contract Recommendations for 2026-2027
3. The evaluation, duties, and discipline of a public officer
4. Final Evaluation of the Superintendent's Entry Plan

B. Deliberation Regarding Real Property (§ 551.072).

1. Long Range Facility Planning

C. School Children; School District Employees; Disciplinary Matter or Complaint (§ 551.082).

D. Consultation with Attorney (§ 551.071)

Consultation with the attorney with respect to pending or contemplated litigation, settlement offers, and matters where the attorney's duty to the district, pursuant to the code of professional responsibility of the State Bar of Texas, clearly conflicts with the provisions of the Open Meetings Act, or on a matter which the attorney determines should be confidential, including, but not limited to, contract negotiations in accordance with the Texas Government Code §§ 551.071, 551.082, 551.0821, 551.087.

E. Deliberation Regarding Security Devices or Security Audits (§§ 551.076; .089).

The deployment, or specific occasions for implementation, of security personnel or devices; or a security audit.

1. Intruder Detection Audit.
3. RECONVENE IN OPEN SESSION AT 7:00 P.M.
Ms. Moffitt was present after joining in Closed Session
4. INVOCATION
5. PLEDGE TO THE AMERICAN FLAG AND TEXAS FLAG
6. OATH OF OFFICE OF ELECTED OFFICIALS
7. REORGANIZATION OF THE BOARD OF TRUSTEES
Mr. Espinosa made a slate nomination for Emily Liles as Board President, Gloria Carrillo as Vice President, Tarrance Jones as Secretary.
Motion failed 2-5.

Roll Call Vote:
Mr. Espinosa - Yes
Mr. Brooks - No
Mr. Jimerson - No
Ms. Moffitt - No
Ms. Liles - No
Ms. Carrillo - Yes
Ms. Jones - No

Mr. Brooks made a slate nomination for Emily Liles as President, Terry Brooks as Vice President, and Tarrance Jones as Secretary.
Motion passed 7-0.

Roll Call Vote:
Mr. Espinosa - Yes
Mr. Brooks - Yes
Mr. Jimerson - Yes
Ms. Moffitt - Yes
Ms. Liles - Yes
Ms. Carrillo - Yes
Ms. Jones - Yes
8. RECOGNITION OF SPECIAL GUESTS
Sam Buchmeyer, Public Information Officer
9. OPEN FORUM FOR AGENDA ITEMS
No one addressed the Board during Open Forum for Agenda Items.
10. ACTION AS A RESULT OF CLOSED SESSION
Ms. Carrillo made the motion to approve the Chapter 21 Contracts as discussed in Closed Session. Ms. Moffitt seconded the motion.
Motion passed 7-0
11. CONSIDER APPROVAL OF CONSENT AGENDA ITEMS
Mr. Brooks made the motion to approve the consent agenda as presented.
Mr. Espinosa seconded the motion. Motion passed 7-0.

A. Minutes
 1. 5.5.26
 2. 5.13.26

- 3. 5.14.25
- 4. 5.20.26
- B. Personnel: Routine Action
 - 1. Employment, Retirement(s), Termination(s)/Proposed Termination(s), Proposed Nonrenewal(s), Request(s) for Leave of Absence, Request(s) for Extended Leave Without Pay, Resignation(s), Reassignment(s), Request(s) for Temporary Disability, Job Abandonment, Proposed Extension of Probationary Contract(s), Proposed Suspension Without Pay, Administrator Contract Recommendations, Non-Administrator Contract Recommendations
 - 2. Personnel Report
 - a. Personnel Report
- C. Regular Reports of the Superintendent
 - Dr. Thurston Lamb, Deputy Superintendent of Operations
 - 1. Contract Listing
 - a. Contract Listing
 - 2. Check Register Listing
 - a. Check Register
 - 3. Property Tax Collection Report
 - a. Tax Report
 - 4. Revenue and Expenditure
 - a. Revenue and Expenditure
 - b. Revenue and Expenditure – \$16 Million Donation
 - c. Revenue and Expenditure – Capital Projects
 - 5. Budget Transfers and Amendments
 - a. Budget Transfer and Amendment General Fund #10
- D. Donation to the District
- E. 2026 TAFE Educators Rising Nationals
 - Traci Davis, Strategic Innovation Officer, and Aniska Douglas, Chief of Career and Technical Education & Innovative Programs
- F. Out-of-State Travel, GPHS Mariachi Azul
 - Amy Francis, Executive Director of Fine Arts
- G. Out-of-State Travel, SGPHS Chey-annes
 - Amy Francis, Executive Director of Fine Arts

12. CONSIDER APPROVAL OF ACTION AGENDA ITEMS

- A. Innovation Update: Virtual Hybrid Programming
 - Aniska Douglas, Chief of CTE and Innovative Programs, and Dr. Angela Herron, Chief of Teaching and Learning
 - Ms. Moffitt made the motion to approve the Innovation Update: Virtual Hybrid Programming. Ms. Carrillo seconded the motion. Motion passed 7-0.**
- B. Renewal of District of Innovation Plan
 - Dr. Melissa Kates, General Counsel
 - Mr. Brooks made the motion to approve the Renewal of District of Innovation Plan. Ms. Moffitt seconded the motion. Motion passed 7-0.**
- C. Authorization for Superintendent to hire contractual personnel until September 1, 2026
 - Dr. Gabriel Trujillo, Superintendent of Schools

Ms. Carrillo made the motion to approve the Authorization for Superintendent to hire contractual personnel until September 1, 2026
Mr. Espinosa seconded the motion. Motion passed 7-0.

13. INFORMATION/DISCUSSION ITEMS

14. OPEN FORUM FOR NON-AGENDA ITEMS

Dr. Angela Luckey
Doris Hill
Nancy Segovia

15. COMMENTS FROM INDIVIDUAL BOARD MEMBERS AND SUPERINTENDENT UPDATE

A. Board of Trustees' expressions of thanks, congratulations, and condolences.

16. ADJOURNMENT

Board President Emily Liles adjourned the meeting at 8:47 p.m.

Approved: July 16, 2026

President, Board of Education

Attest: _____
Secretary, Board of Education



GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT PROPERTY TAX COLLECTION REPORT FOR THE PERIOD ENDING MAY 31, 2026

MAINTENANCE & OPERATION (M&O)

Description	2025-2026		MAY	
	Original Budget	Revised Budget	2025-2026 Monthly Activity	2025-2026 FYTD Activity
LOCAL TAXES-CURRENT	\$ 99,156,302.00	\$ 99,156,302.00	\$ 70,802.86	\$ 103,875,280.57
LOCAL TAXES-PRIOR YR	-	-	50,142.97	(1,120,763.83)
PENALTY/INTEREST	500,000.00	500,000.00	53,585.28	504,702.93
TOTAL	\$ 99,656,302.00	\$ 99,656,302.00	\$ 174,531.11	\$ 103,259,219.67

INTEREST & SINKING (I&S)

Description	2025-2026		MAY	
	Original Budget	Revised Budget	2025-2026 Monthly Activity	2025-2026 FYTD Activity
LOCAL TAXES - CUR YR	\$ 34,750,000.00	\$ 34,750,000.00	\$ 24,814.49	\$ 36,405,455.53
LOCAL TAXES - PRIOR YEAR	-	-	20,685.72	(450,095.78)
PENALTY/INTEREST/DEL	100,000.00	100,000.00	19,910.86	193,748.64
TOTAL	\$ 34,850,000.00	\$ 34,850,000.00	\$ 65,411.07	\$ 36,149,108.39

This report is prepared for the Board of Trustees meeting held July 16, 2026.

2025-2026 GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
FINANCIAL POSITION AS OF MAY 31, 2026

	General Fund Original Budget	May 31, 2026 Amended Budget	05/31/26 Revenue, Expenditures, and Change in FB	% of Budget
REVENUES:				
5700 Local revenues	\$ 109,649,888	\$ 109,649,888	\$ 115,700,381	106%
5800 State revenues	186,986,474	186,986,474	125,193,597	67%
5900 Federal revenues	1,940,000	1,940,000	408,807	21%
TOTAL REVENUES	\$ 298,576,362	\$ 298,576,362	\$ 241,302,785	81%
EXPENDITURES:				
11 Instruction	\$ 184,213,250	\$ 184,491,317	\$ 112,433,166	61%
12 Inst. Resources/Media	3,419,418	3,394,278	2,321,218	68%
13 Curr & Staff Develop	3,422,462	3,295,859	1,871,429	57%
21 Inst Leadership	6,084,043	6,697,714	4,868,101	73%
23 School Leadership	20,779,472	20,979,468	15,345,877	73%
31 Guidance/Counseling	13,381,182	13,054,072	8,899,445	68%
32 Social Services	1,045,448	1,046,363	705,488	67%
33 Health Services	4,049,305	4,018,568	2,449,266	61%
34 Transportation	8,512,559	9,141,874	7,832,789	86%
35 Food Service	803,176	821,814	760,286	93%
36 Extra-Curricular	6,259,034	6,430,062	4,617,529	72%
41 General Admin.	8,156,208	7,819,904	5,702,657	73%
51 Maint & Operations	34,588,228	36,293,050	24,420,212	67%
52 Security	6,825,710	7,300,186	4,821,928	66%
53 Data Processing	8,129,683	8,196,035	6,414,850	78%
61 Community Services	4,290,158	4,136,904	2,672,164	65%
71 Debt Service	1,198,700	1,198,700	1,091,800	91%
81 Facilities Acq/Constr.	171,627	15,467,925	2,536,178	16%
95 Juvenile Justice Prgm	16,000	16,000	8,130	51%
97 Payments to TIF	-	-	-	0%
99 Intergovernmental Chgs	496,703	496,703	496,703	100%
TOTAL EXPENDITURES	\$ 315,842,366	\$ 334,296,796	\$ 210,269,216	63%
OTHER SOURCES:				
7912 Sale of Property	\$ -	\$ -	\$ 151,524	
7913 Proceeds from Capital Leases	-	-	-	
7915 Operating Transfer In	-	-	-	
TOTAL OTHER SOURCES	\$ -	\$ -	\$ 151,524	
OTHER USES:				
8911 Operating Transfer Out	\$ -	\$ -	\$ -	
TOTAL OTHER USES	\$ -	\$ -	\$ -	
CHANGE IN FUND BALANCE	\$ (17,266,004)	\$ (35,720,434)	\$ 31,185,093	

2025-2026 GENERAL FUND - MACKENZIE SCOTT DONATION
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
FINANCIAL POSITION AS OF MAY 31, 2026

	Mackenzie Scott Donation Original Budget	May 31, 2026 Amended Budget	05/31/26 Revenue, Expenditures, and Change in FB	% of Budget
REVENUES:				
5700 Local revenues	\$ 250,000	\$ 250,000	\$ 189,700	76%
5800 State revenues	-	-	-	0%
5900 Federal revenues	-	-	-	0%
TOTAL REVENUES	\$ 250,000	\$ 250,000	\$ 189,700	76%
EXPENDITURES:				
11 Instruction	\$ 3,651,368	\$ 1,139,153	\$ 120,318	11%
12 Inst. Resources/Media	-	-	-	0%
13 Curr & Staff Develop	-	-	-	0%
21 Inst Leadership	-	-	-	0%
23 School Leadership	-	-	-	0%
31 Guidance/Counseling	3,835	2,285,835	1,140,999	50%
32 Social Services	-	-	-	0%
33 Health Services	-	-	-	0%
34 Transportation	-	-	-	0%
35 Food Service	-	-	-	0%
36 Extra-Curricular	-	-	-	0%
41 General Admin.	-	375,000	-	0%
51 Maint & Operations	-	1,300,000	-	0%
52 Security	-	-	-	0%
53 Data Processing	-	-	-	0%
61 Community Services	-	-	-	0%
71 Debt Service	-	-	-	0%
81 Facilities Acq/Constr.	3,737,892	2,214,096	(52,059)	-2%
95 Juvenile Justice Prgm	-	-	-	0%
97 Payments to TIF	-	-	-	0%
99 Intergovernmental Chgs	-	-	-	0%
TOTAL EXPENDITURES	\$ 7,393,095	\$ 7,314,084	\$ 1,209,258	17%
OTHER SOURCES:				
7912 Sale of Property	\$ -	\$ -	\$ -	
7913 Proceeds from Capital Leases	-	-	-	
7915 Operating Transfer In	-	-	-	
TOTAL OTHER SOURCES	\$ -	\$ -	\$ -	
OTHER USES:				
8911 Operating Transfer Out	\$ -	\$ -	\$ -	
TOTAL OTHER USES	\$ -	\$ -	\$ -	
CHANGE IN FUND BALANCE	\$ (7,143,095)	\$ (7,064,084)	\$ (1,019,558)	

8/31/25 FUND BALANCE	\$ 7,182,608
2025-2026 Revenue (Interest Earnings) as of 05/31/26	\$ 189,700
2025-2026 Expenditures as of 05/31/26	\$ (1,209,258)
05/31/26 FUND BALANCE	\$ 6,163,050

2025-2026 LOCALLY DEFINED CAPITAL PROJECT FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
FINANCIAL POSITION AS OF MAY 31, 2026

	Locally Defined Capital Project Fund Original Budget	May 31, 2026 Amended Budget	05/31/26 Revenue, Expenditures, and Change in FB	% of Budget
REVENUES:				
5700 Local revenues	\$ -	\$ -	\$ 224,274	0%
5800 State revenues	-	-	-	0%
5900 Federal revenues	-	-	-	0%
TOTAL REVENUES	\$ -	\$ -	\$ 224,274	0%
EXPENDITURES:				
11 Instruction	\$ -	\$ -	\$ -	0%
12 Inst. Resources/Media	-	-	-	0%
13 Curr & Staff Develop	-	-	-	0%
21 Inst Leadership	-	-	-	0%
23 School Leadership	-	-	-	0%
31 Guidance/Counseling	-	-	-	0%
32 Social Services	-	-	-	0%
33 Health Services	-	-	-	0%
34 Transportation	-	-	-	0%
35 Food Service	-	-	-	0%
36 Extra-Curricular	-	-	-	0%
41 General Admin.	-	-	-	0%
51 Maint & Operations	-	-	-	0%
52 Security	-	-	-	0%
53 Data Processing	-	1,811,384	546,559	30%
61 Community Services	-	-	-	0%
71 Debt Service	-	-	-	0%
81 Facilities Acq/Constr.	-	3,946,173	699,379	18%
95 Juvenile Justice Prgm	-	-	-	0%
97 Payments to TIF	-	-	-	0%
99 Intergovernmental Chgs	-	-	-	0%
TOTAL EXPENDITURES	\$ -	\$ 5,757,557	\$ 1,245,938	22%
OTHER SOURCES:				
7912 Sale of Property	\$ -	\$ -	\$ -	
7913 Proceeds from Capital Leases	-	-	-	
7915 Operating Transfer In	-	-	-	
TOTAL OTHER SOURCES	\$ -	\$ -	\$ -	
OTHER USES:				
8911 Operating Transfer Out	\$ -	\$ -	\$ -	
TOTAL OTHER USES	\$ -	\$ -	\$ -	
CHANGE IN FUND BALANCE	\$ -	\$ (5,757,557)	\$ (1,021,664)	

08/31/25 FUND BALANCE	\$ 7,399,926
2025-2026 Revenue (Interest Earnings) as of 05/31/26	\$ 224,274
2025-2026 Transfer In from General Fund as of 05/31/26	\$ -
2025-2026 Expenditures as of 05/31/26	\$ (1,245,938)
05/31/26 FUND BALANCE	\$ 6,378,262

2025-2026 General Fund
Summary of Proposed Budget Transfers/Amendments
07/16/2026 Regular Board Meeting

	General Fund Original Budget	June, 2026 Amended Budget	July, 2026 Proposed Budget Transfers	July, 2026 Proposed Amended Budget
REVENUES:				
5700 Local revenues	\$ 109,649,888	\$ 109,649,888	\$ 1,000,000	\$ 110,649,888
5800 State revenues	186,986,474	186,986,474	(200,000)	186,786,474
5900 Federal revenues	1,940,000	1,940,000	(800,000)	1,140,000
TOTAL REVENUES	\$ 298,576,362	\$ 298,576,362	\$ -	\$ 298,576,362
EXPENDITURES:				
11 Instruction	\$ 184,213,250	\$ 184,382,817	\$ -	\$ 184,382,817
12 Inst. Resources/Media	3,419,418	3,394,278	-	3,394,278
13 Curr & Staff Develop	3,422,462	3,180,916	-	3,180,916
21 Inst Leadership	6,084,043	6,707,987	-	6,707,987
23 School Leadership	20,779,472	21,091,234	-	21,091,234
31 Guidance/Counseling	13,381,182	13,059,837	-	13,059,837
32 Social Services	1,045,448	1,046,363	-	1,046,363
33 Health Services	4,049,305	4,018,568	-	4,018,568
34 Transportation	8,512,559	9,145,633	-	9,145,633
35 Food Service	803,176	824,320	-	824,320
36 Extra-Curricular	6,259,034	6,430,062	-	6,430,062
41 General Admin.	8,156,208	7,928,404	-	7,928,404
51 Maint & Operations	34,588,228	36,799,139	-	36,799,139
52 Security	6,825,710	7,255,837	-	7,255,837
53 Data Processing	8,129,683	8,213,577	-	8,213,577
61 Community Services	4,290,158	4,140,081	-	4,140,081
71 Debt Service	1,198,700	1,198,700	-	1,198,700
81 Facilities Acq/Constr.	171,627	15,467,925	-	15,467,925
95 Juvenile Justice Prgm	16,000	16,000	-	16,000
99 Intergovernmental Chgs	496,703	496,703	-	496,703
TOTAL EXPENDITURES	\$ 315,842,366	\$ 334,798,381	\$ -	\$ 334,798,381
OTHER SOURCES:				
7912 Sale of Property	\$ -	\$ -	\$ -	\$ -
7913 Proceeds from Capital Leases	-	-	-	-
7915 Operating Transfer In	-	-	-	-
7917 SBITA	-	-	-	-
TOTAL OTHER SOURCES	\$ -	\$ -	\$ -	\$ -
OTHER USES:				
8911 Operating Transfer Out	\$ -	\$ -	\$ -	\$ -
TOTAL OTHER USES	\$ -	\$ -	\$ -	\$ -
CHANGE IN FUND BALANCE	\$ (17,266,004)	\$ (36,222,019)	\$ -	\$ (36,222,019)

2025-2026 Child Nutrition Fund
Summary of Proposed Budget Transfers/Amendments
07/16/2026 Regular Board Meeting

	Child Nutrition Fund Original Budget	June, 2026 Amended Budget	July, 2026 Proposed Budget Transfers	July, 2026 Proposed Budget Amendment	July, 2026 Proposed Amended Budget
REVENUES:					
5700 Local revenues	\$ 2,773,000	\$ 2,773,000	\$ -	\$ (500,000)	\$ 2,273,000
5800 State revenues	74,000	74,000	-	(2,000)	72,000
5900 Federal revenues	15,913,417	15,913,417	-	302,000	16,215,417
TOTAL REVENUES	\$ 18,760,417	\$ 18,760,417	\$ -	\$ (200,000)	\$ 18,560,417
EXPENDITURES:					
11 Instruction	\$ -	\$ -	\$ -	\$ -	\$ -
12 Inst. Resources/Media	-	-	-	-	-
13 Curr & Staff Develop	-	-	-	-	-
21 Inst Leadership	-	-	-	-	-
23 School Leadership	-	-	-	-	-
31 Guidance/Counseling	-	-	-	-	-
32 Social Services	-	-	-	-	-
33 Health Services	-	-	-	-	-
34 Transportation	-	-	-	-	-
35 Food Service	18,760,417	18,834,636	-	730,000	19,564,636
36 Extra-Curricular	-	-	-	-	-
41 General Admin.	-	-	-	-	-
51 Maint & Operations	-	-	-	-	-
52 Security	-	-	-	-	-
53 Data Processing	-	-	-	-	-
61 Community Services	-	-	-	-	-
71 Debt Service	-	-	-	-	-
81 Facilities Acq/Constr.	-	-	-	-	-
95 Juvenile Justice Prgm	-	-	-	-	-
99 Intergovernmental Chgs	-	-	-	-	-
TOTAL EXPENDITURES	\$ 18,760,417	\$ 18,834,636	\$ -	\$ 730,000	\$ 19,564,636
OTHER SOURCES:					
7912 Sale of Property	\$ -	\$ -	\$ -	\$ -	\$ -
7913 Proceeds from Capital Leases	-	-	-	-	-
7915 Operating Transfer In	-	-	-	-	-
7917 SBITA	-	-	-	-	-
TOTAL OTHER SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER USES:					
8911 Operating Transfer Out	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OTHER USES	\$ -	\$ -	\$ -	\$ -	\$ -
CHANGE IN FUND BALANCE	\$ -	\$ (74,219)	\$ -	\$ (930,000)	\$ (1,004,219)

2025-2026 Debt Service Fund
Summary of Proposed Budget Transfers/Amendments
07/16/2026 Regular Board Meeting

	Debt Service Fund Original Budget	June, 2026 Amended Budget	July, 2026 Proposed Budget Transfers	July, 2026 Proposed Budget Amendment	July, 2026 Proposed Amended Budget
REVENUES:					
5700 Local revenues	\$ 40,749,225	\$ 36,850,000	\$ -	\$ (600,000)	\$ 36,250,000
5800 State revenues	100,775	4,000,000	-	600,000	4,600,000
5900 Federal revenues	-	-	-	-	-
TOTAL REVENUES	\$ 40,850,000	\$ 40,850,000	\$ -	\$ -	\$ 40,850,000
EXPENDITURES:					
11 Instruction	\$ -	\$ -	\$ -	\$ -	\$ -
12 Inst. Resources/Media	-	-	-	-	-
13 Curr & Staff Develop	-	-	-	-	-
21 Inst Leadership	-	-	-	-	-
23 School Leadership	-	-	-	-	-
31 Guidance/Counseling	-	-	-	-	-
32 Social Services	-	-	-	-	-
33 Health Services	-	-	-	-	-
34 Transportation	-	-	-	-	-
35 Food Service	-	-	-	-	-
36 Extra-Curricular	-	-	-	-	-
41 General Admin.	-	-	-	-	-
51 Maint & Operations	-	-	-	-	-
52 Security	-	-	-	-	-
53 Data Processing	-	-	-	-	-
61 Community Services	-	-	-	-	-
71 Debt Service	40,850,000	40,850,000	-	-	40,850,000
81 Facilities Acq/Constr.	-	-	-	-	-
95 Juvenile Justice Prgm	-	-	-	-	-
99 Intergovernmental Chgs	-	-	-	-	-
TOTAL EXPENDITURES	\$ 40,850,000	\$ 40,850,000	\$ -	\$ -	\$ 40,850,000
OTHER SOURCES:					
7912 Sale of Property	\$ -	\$ -	\$ -	\$ -	\$ -
7913 Proceeds from Capital Leases	-	-	-	-	-
7915 Operating Transfer In	-	-	-	-	-
7917 SBITA	-	-	-	-	-
TOTAL OTHER SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER USES:					
8911 Operating Transfer Out	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OTHER USES	\$ -	\$ -	\$ -	\$ -	\$ -
CHANGE IN FUND BALANCE	\$ -	\$ -	\$ -	\$ -	\$ -

2025-2026 MacKenzie Scott Donation Fund
Summary of Proposed Budget Transfers/Amendments
07/16/2026 Regular Board Meeting

	MacKenzie Scott Fund Original Budget	June, 2026 Amended Budget	July, 2026 Proposed Budget Transfers	July, 2026 Proposed Budget Amendment	July, 2026 Proposed Amended Budget
REVENUES:					
5700 Local revenues	\$ 250,000	\$ 250,000	\$ -	\$ -	\$ 250,000
5800 State revenues	-	-	-	-	-
5900 Federal revenues	-	-	-	-	-
TOTAL REVENUES	\$ 250,000	\$ 250,000	\$ -	\$ -	\$ 250,000
EXPENDITURES:					
11 Instruction	\$ 3,651,368	\$ 1,139,153	\$ -	\$ 58,224	\$ 1,197,377
12 Inst. Resources/Media	-	-	-	-	-
13 Curr & Staff Develop	-	-	-	-	-
21 Inst Leadership	-	-	-	-	-
23 School Leadership	-	-	-	-	-
31 Guidance/Counseling	3,835	2,285,835	-	-	2,285,835
32 Social Services	-	-	-	-	-
33 Health Services	-	-	-	-	-
34 Transportation	-	-	-	-	-
35 Food Service	-	-	-	-	-
36 Extra-Curricular	-	-	-	-	-
41 General Admin.	-	375,000	-	-	375,000
51 Maint & Operations	-	1,300,000	-	-	1,300,000
52 Security	-	-	-	-	-
53 Data Processing	-	-	-	-	-
61 Community Services	-	-	-	-	-
71 Debt Service	-	-	-	-	-
81 Facilities Acq/Constr.	3,737,892	2,214,096	-	-	2,214,096
95 Juvenile Justice Prgm	-	-	-	-	-
99 Intergovernmental Chgs	-	-	-	-	-
TOTAL EXPENDITURES	\$ 7,393,095	\$ 7,314,084	\$ -	\$ 58,224	\$ 7,372,308
OTHER SOURCES:					
7912 Sale of Property	\$ -	\$ -	\$ -	\$ -	\$ -
7913 Proceeds from Capital Leases	-	-	-	-	-
7915 Operating Transfer In	-	-	-	-	-
7917 SBITA	-	-	-	-	-
TOTAL OTHER SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER USES:					
8911 Operating Transfer Out	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OTHER USES	\$ -	\$ -	\$ -	\$ -	\$ -
CHANGE IN FUND BALANCE	\$ (7,143,095)	\$ (7,064,084)	\$ -	\$ (58,224)	\$ (7,122,308)

GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT

Quarterly Summary of Investments for the period March 1, 2026 to May 31, 2026 (3rd Quarter)

	BEGINNING BALANCE 03/01/2026	INCREASES	DECREASES	ENDING BALANCE 05/31/2026	AVERAGE YIELD	# DAYS IN PERIOD	QUARTERLY INTEREST EARNED
TEXPOOL							
Debt Service Fund	3,489,126.17	32,212.73	-	3,521,338.90	3.65%	92	32,212.73
General Fund	4,250,636.35	39,243.19	-	4,289,879.54	3.65%	92	39,243.19
Total Texpool	\$ 7,739,762.52	\$ 71,455.92	\$ -	\$ 7,811,218.44			\$ 71,455.92
TexStar							
General Fund	127,422.84	1,169.04	-	128,591.88	3.63%	92	1,169.04
Debt Service Fund	2,221.29	20.31	-	2,241.60	3.63%	92	20.31
Total TexStar Pool	\$ 129,644.13	\$ 1,189.35	\$ -	\$ 130,833.48			\$ 1,189.35
Texas Class Pool							
General Fund	114,458,842.48	36,905,312.61	66,651,449.39	84,712,705.70	3.77%	92	884,546.83
Debt Service Fund	23,722,618.70	1,480,038.38	319,475.81	24,883,181.27	3.77%	92	234,242.10
Capital Projects Fund	7,317,669.17	66,789.15	1,008,657.97	6,375,800.35	3.77%	92	66,789.15
Campus Activity Fund	892,411.76	8,510.78	-	900,922.54	3.77%	92	8,510.78
Food Service Fund	6,854,283.49	2,561,093.97	1,798,575.64	7,616,801.82	3.77%	92	61,093.97
Natl Philanthropic	6,105,276.62	58,224.03	450.08	6,163,050.57	3.77%	92	58,224.03
Total Texas Class Pool	\$ 159,351,102.22	\$ 41,079,968.92	\$ 69,778,608.89	\$ 130,652,462.25			\$ 1,313,406.86
Lone Star Pool							
General Fund	22,285.86	204.90	-	22,490.76	3.64%	92	204.90
Total Lone Star Pool	\$ 22,285.86	\$ 204.90	\$ -	\$ 22,490.76			\$ 204.90

SECURITIES	BEGINNING MARKET VALUE		ENDING MARKET VALUE	QUARTERLY EARNINGS/FV AMORT ADJ
Gen Fund-Treasury Securities	58,450,338.40	-	14,379,245.63	251,878.02
Gen Fund-Commercial Paper	9,663,736.11	90,722.22	-	90,722.22
Debt Service-Treasury Securities	9,026,015.67	-	16,523.46	(16,523.46)
Debt Service-Commercial Paper	19,730,133.33	188,088.90	19,918,222.23	188,088.90
	<u>\$ 96,870,223.51</u>		<u>\$ 82,753,265.54</u>	<u>\$514,165.68</u>
TOTAL INVESTMENTS	<u>\$ 264,113,018.24</u>		<u>\$ 221,370,270.47</u>	<u>\$ 1,900,422.71</u>

	BEGINNING BALANCE 09/01/2025	INCREASES	DECREASES	ENDING BALANCE 05/31/2026	YEAR TO DATE INTEREST/FV ADJ
FISCAL YEAR TO DATE	\$ 182,715,286.62	\$ 364,247,464.65	\$ 325,592,480.80	\$ 221,370,270.47	\$ 6,353,922.63

COMPLIANCE CERTIFICATION

I hereby certify that the quarterly Investment Report represents the investment position of the district as of May 31, 2026 and that all investments were purchased in compliance with the Board approved Investment Policy. The Board of Trustees has approved and reviewed the policies and strategies for investments of the Grand Prairie Independent School District.


Lara Brown
 Executive Director of Finance

June 16, 2026
 Date

 6/24/2026

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All investments made by a district shall comply with the Public Funds Investment Act (Texas Government Code Chapter 2256, Subchapter A) and all federal, state, and local statutes, rules, or regulations. *Gov't Code 2256.026*

Definitions

Bond Proceeds

"Bond proceeds" means the proceeds from the sale of bonds, notes, and other obligations issued by a district, and reserves and funds maintained by a district for debt service purposes.

Investment Pool

"Investment pool" means an entity created under the Texas Government Code to invest public funds jointly on behalf of the entities that participate in the pool and whose investment objectives in order of priority are preservation and safety of principal, liquidity, and yield.

Pooled Fund Group

"Pooled fund group" means an internally created fund of a district in which one or more institutional accounts of a district are invested.

Separately Invested Asset

"Separately invested asset" means an account or fund of a district that is not invested in a pooled fund group.

Gov't Code 2256.002(1), (6), (9), (12)

Pledged Revenue

"Pledged revenue" means money pledged to the payment of or as security for:

1. Bonds or other indebtedness issued by a district;
2. Obligations under a lease, installment sale, or other agreement of a district; or
3. Certificates of participation in a debt or obligation described by item 1 or 2.

Gov't Code 2256.0208(a)

Joint Account

"Joint account" means an account maintained by a custodian bank and established on behalf of two or more parties to engage in aggregate repurchase agreement transactions.

Repurchase Agreement

"Repurchase agreement" means a simultaneous agreement to buy, hold for a specified time, and sell back at a future date obligations, described by Government Code 2256.009(a)(1) (obligations of governmental entities) or 2256.013 (commercial paper) or if applicable, 2256.0204 (corporate bonds), at a market value at the time the funds are disbursed of not less than the principal amount of the funds disbursed. The term includes a direct security repurchase agreement and a reverse security repurchase agreement.

Gov't Code 2256.011(b)

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Hedging

“Hedging” means acting to protect against economic loss due to price fluctuation of a commodity or related investment by entering into an offsetting position or using a financial agreement or producer price agreement in a correlated security, index, or other commodity.

Eligible Entity

“Eligible entity” means a political subdivision that has:

1. A principal amount of at least \$250 million in outstanding long-term indebtedness, long-term indebtedness proposed to be issued, or a combination of outstanding long-term indebtedness and long-term indebtedness proposed to be issued; and
2. Outstanding long-term indebtedness that is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities, without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation.

Eligible Project

“Eligible project” has the meaning assigned by Government Code 1371.001 (issuance of obligations for certain public improvements).

Gov’t Code 2256.0207(a)

Corporate Bond

“Corporate bond” means a senior secured debt obligation issued by a domestic business entity and rated not lower than “AA-” or the equivalent by a nationally recognized investment rating firm. The term does not include a debt obligation that, on conversion, would result in the holder becoming a stockholder or shareholder in the entity, or any affiliate or subsidiary of the entity, that issued the debt obligation, or is an unsecured debt obligation. *Gov’t Code 2256.0204(a)*

Written Policies

The board shall adopt by rule, order, ordinance, or resolution, as appropriate, a written investment policy regarding the investment of its funds and funds under its control. The investment policies must primarily emphasize safety of principal and liquidity and must address investment diversification, yield, and maturity and the quality and capability of investment management. The policies must include:

1. A list of the types of authorized investments in which the district’s funds may be invested;
2. The maximum allowable stated maturity of any individual investment owned by the district;

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3. For pooled fund groups, the maximum dollar-weighted average maturity allowed based on the stated maturity date of the portfolio;
4. Methods to monitor the market price of investments acquired with public funds;
5. A requirement for settlement of all transactions, except investment pool funds and mutual funds, on a delivery versus payment basis; and
6. Procedures to monitor rating changes in investments acquired with public funds and the liquidation of such investments consistent with the provisions of Government Code 2256.021 [see Loss of Required Rating, below].

Gov't Code 2256.005(a), (b)

Annual Review

The board shall review its investment policy and investment strategies not less than annually. The board shall adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies. *Gov't Code 2256.005(e)*

Annual Audit

A district shall perform a compliance audit of management controls on investments and adherence to the district's established investment policies. The compliance audit shall be performed in conjunction with the annual financial audit. *Gov't Code 2256.005(m)*

Investment
Strategies

As an integral part of the investment policy, the board shall adopt a separate written investment strategy for each of the funds or group of funds under the board's control. Each investment strategy must describe the investment objectives for the particular fund using the following priorities in order of importance:

1. Understanding of the suitability of the investment to the financial requirements of the district;
2. Preservation and safety of principal;
3. Liquidity;
4. Marketability of the investment if the need arises to liquidate the investment before maturity;
5. Diversification of the investment portfolio; and
6. Yield.

Gov't Code 2256.005(d)

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Investment Officer	A district shall designate by rule, order, ordinance, or resolution, as appropriate, one or more officers or employees as investment officer(s) to be responsible for the investment of its funds consistent with the investment policy adopted by the board. If the board has contracted with another investing entity to invest its funds, the investment officer of the other investing entity is considered to be the investment officer of the contracting board's district. In the administration of the duties of an investment officer, the person designated as investment officer shall exercise the judgment and care, under prevailing circumstances, that a prudent person would exercise in the management of the person's own affairs, but the board retains the ultimate responsibility as fiduciaries of the assets of the district. Unless authorized by law, a person may not deposit, withdraw, transfer, or manage in any other manner the funds of the district. Authority granted to a person to invest the district's funds is effective until rescinded by the district or until termination of the person's employment by a district, or for an investment management firm, until the expiration of the contract with the district. <i>Gov't Code 2256.005(f)</i> A district or investment officer may use the district's employees or the services of a contractor of the district to aid the investment officer in the execution of the officer's duties under Government Code Chapter 2256. <i>Gov't Code 2256.003(c)</i>
Investment Training	Investment training must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with the Public Funds Investment Act. <i>Gov't Code 2256.008(c)</i>
<i>Initial</i>	Within 12 months after taking office or assuming duties, the treasurer, the chief financial officer if the treasurer is not the chief financial officer, and the investment officer of a district shall attend at least one training session from an independent source approved by the board or a designated investment committee advising the investment officer. This initial training must contain at least 10 hours of instruction relating to their respective responsibilities under the Public Funds Investment Act. <i>Gov't Code 2256.008(a)</i>
<i>Ongoing</i>	The treasurer, or the chief financial officer if the treasurer is not the chief financial officer, and the investment officer of a district shall attend an investment training session not less than once in a two-year period that begins on the first day of the district's fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than eight hours of instruction relating to investment responsibilities under the Public Funds Investment Act from an independent source approved by the board or by a designated

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investment committee advising the investment officer. *Gov't Code 2256.008(a-1)*

Exception

The ongoing training requirement does not apply to the treasurer, chief financial officer, or investment officer of a district if:

1. The district does not invest district funds or only deposits those funds in interest-bearing deposit accounts or certificates of deposit as authorized by Government Code 2256.010; and
2. The treasurer, chief financial officer, or investment officer annually submits to the agency a sworn affidavit identifying the applicable criteria under item 1 that apply to the district.

Gov't Code 2256.008(g)

Standard of Care

Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. Investment of funds shall be governed by the following objectives, in order of priority:

1. Preservation and safety of principal;
2. Liquidity; and
3. Yield.

In determining whether an investment officer has exercised prudence with respect to an investment decision, the following shall be taken into consideration:

1. The investment of all funds, or funds under the district's control, over which the officer had responsibility rather than the prudence of a single investment; and
2. Whether the investment decision was consistent with the district's written investment policy.

Gov't Code 2256.006

Personal Interest

A district investment officer who has a personal business relationship with a business organization offering to engage in an investment transaction with the district shall file a statement disclosing that personal business interest. An investment officer who is related within the second degree by affinity or consanguinity, as determined by Government Code Chapter 573 (nepotism prohibition), to an individual seeking to sell an investment to the investment officer's district shall file a statement disclosing that relationship. A required statement must be filed with the board and with the Texas

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Ethics Commission. For purposes of this policy, an investment officer has a personal business relationship with a business organization if:

1. The investment officer owns 10 percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;
2. Funds received by the investment officer from the business organization exceed 10 percent of the investment officer's gross income for the previous year; or
3. The investment officer has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the investment officer.

Gov't Code 2256.005(i)

Quarterly Reports

Not less than quarterly, the investment officer shall prepare and submit to the board a written report of investment transactions for all funds covered by the Public Funds Investment Act for the preceding reporting period. This report shall be presented not less than quarterly to the board and the superintendent within a reasonable time after the end of the period. The report must:

1. Describe in detail the investment position of the district on the date of the report;
2. Be prepared jointly and signed by all district investment officers;
3. Contain a summary statement of each pooled fund group that states the:
 - a. Beginning market value for the reporting period;
 - b. Ending market value for the period; and
 - c. Fully accrued interest for the reporting period;
4. State the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;
5. State the maturity date of each separately invested asset that has a maturity date;
6. State the account or fund or pooled group fund in the district for which each individual investment was acquired; and

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7. State the compliance of the investment portfolio of the district as it relates to the investment strategy expressed in the district's investment policy and relevant provisions of the Public Funds Investment Act.

If a district invests in other than money market mutual funds, investment pools or accounts offered by its depository bank in the form of certificates of deposit, or money market accounts or similar accounts, the reports prepared by the investment officers shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the board by that auditor.

Gov't Code 2256.023

Selection of Broker

The board or the designated investment committee shall, at least annually, review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with a district.
Gov't Code 2256.025

Bond Proceeds

The investment officer of a district may invest bond proceeds or pledged revenue only to the extent permitted by the Public Funds Investment Act, in accordance with:

1. Statutory provisions governing the debt issuance or the agreement, as applicable; and
2. The district's investment policy regarding the debt issuance or the agreement, as applicable.

Gov't Code 2256.0208(b)

**Authorized
Investments**

A board may purchase, sell, and invest its funds and funds under its control in investments described below, in compliance with its adopted investment policies and according to the standard of care set out in this policy. *Gov't Code 2256.003(a)*

The board may specify in its investment policy that any authorized investment is not suitable. *Gov't Code 2256.005(j)*

**Investment
Management Firm**

In the exercise of these powers, the board may contract with an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to provide for the investment and management of its public funds or other funds under its control. A contract made under this authority may not be for a term longer than two years. A renewal or extension of the contract must be made by the board by order, ordinance, or resolution.

A district that contracts with an investment management firm may authorize the firm to invest the district's public funds or other funds

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under the district's control in repurchase agreements as provided by Government Code 2256.011 using a joint account.

An investment management firm responsible for managing a repurchase agreement transaction using a joint account on behalf of a district must ensure that:

1. Accounting and control procedures are implemented to document the district's aggregate daily investment and pro rata share in the joint account;
2. Each party participating in the joint account retains the sole rights of ownership to the party's pro rata share of assets invested in the joint account, including investment earnings on those assets; and
3. Policies and procedures are implemented to prevent a party participating in the joint account from using any part of a balance of the joint account that is credited to another party.

Gov't Code 2256.003(b), .011(f), (g)

Obligations of
Governmental
Entities

The following are authorized investments:

1. Obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks;
2. Direct obligations of this state or its agencies and instrumentalities;
3. Collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States;
4. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state, the United States, or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC) or by the explicit full faith and credit of the United States;
5. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent;
6. Bonds issued, assumed, or guaranteed by the state of Israel;

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7. Interest-bearing banking deposits that are guaranteed or insured by the FDIC or its successor, or the National Credit Union Share Insurance Fund or its successor; and
8. Interest-bearing banking deposits other than those described at item 7 above if:
 - a. The funds are invested through a broker with a main office or a branch office in this state that the district selects from a list the board or designated investment committee of the district adopts as required at Selection of Broker above or a depository institution with a main office or a branch office in this state and that the district selects;
 - b. The broker or depository institution selected as described above arranges for the deposit of the funds in the banking deposits in one or more federally insured depository institutions, regardless of where located, for the district's account;
 - c. The full amount of the principal and accrued interest of the banking deposits is insured by the United States or an instrumentality of the United States; and
 - d. The district appoints as the district's custodian of the banking deposits issued for the district's account the depository institution selected as described above, an entity described by Government Code 2257.041(d) (custodian with which to deposit securities), or a clearing broker-dealer registered with the Securities and Exchange Commission and operating under Rule 15c3-3 (17 C.F.R. Section 240.15c3-3).

Gov't Code 2256.009(a)

*Unauthorized
Obligations*

The following investments are not authorized:

1. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
2. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
3. Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and

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4. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

Gov't Code 2256.009(b)

Certificates of
Deposit and Share
Certificates

A certificate of deposit or share certificate is an authorized investment if the certificate is issued by a depository institution that has its main office or a branch office in Texas and is:

1. Guaranteed or insured by the FDIC or its successor or the National Credit Union Share Insurance Fund or its successor;
2. Secured by obligations described at Obligations of Governmental Entities, above, including mortgage backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates, but excluding those mortgage backed securities described at Unauthorized Obligations, above; or
3. Secured in accordance with Government Code Chapter 2257 (Public Funds Collateral Act) or in any other manner and amount provided by law for the deposits of the district.

Gov't Code 2256.010(a)

In addition to the authority to invest funds in certificates of deposit under the previous section, an investment in certificates of deposit made in accordance with the following conditions is an authorized investment:

1. The funds are invested by the district through a broker that has its main office or a branch office in this state and is selected from a list adopted by the district as required at Selection of Broker, above or a depository institution that has its main office or a branch office in this state and that is selected by the district;
2. The broker or depository institution selected by the district arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the district;
3. The full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and
4. The district appoints the depository institution selected by the district, an entity described by Government Code 2257.041(d) (custodian with which to deposit securities), or a clearing broker-dealer registered with the Securities and Exchange Com-

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mission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the district with respect to the certificates of deposit issued for the account of the district.

Gov't Code 2256.010(b)

The district's investment policies may provide that bids for certificates of deposit be solicited orally, in writing, electronically, or in any combination of those methods. *Gov't Code 2256.005(c)*

Repurchase
Agreements

A fully collateralized repurchase agreement is an authorized investment if it:

1. Has a defined termination date;
2. Is secured by a combination of cash and obligations described by Government Code 2256.009(a)(1) (obligations of governmental entities) or 2256.013 (commercial paper) or if applicable, 2256.0204 (corporate bonds);
3. Requires the securities being purchased by the district or cash held by the district to be pledged to the district either directly or through a joint account approved by the district, held in the district's name either directly or through a joint account approved by the district, and deposited at the time the investment is made with the district or a third party selected and approved by the district; and
4. Is placed through a primary government securities dealer, as defined by the Federal Reserve or a financial institution doing business in Texas.

The term of any reverse security repurchase agreement may not exceed 90 days after the date the reverse security repurchase agreement is delivered. Money received by a district under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of the authorized investments acquired must mature not later than the expiration date stated in the reverse security repurchase agreement.

Government Code 1371.059(c) (validity and incontestability of obligations for certain public improvements) applies to the execution of a repurchase agreement by a district.

Gov't Code 2256.011(a), (c), (d), (e)

Securities Lending
Program

A securities lending program is an authorized investment if:

1. The value of securities loaned is not less than 100 percent collateralized, including accrued income;

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2. A loan allows for termination at any time;
3. A loan is secured by:
 - a. Pledged securities described at Obligations of Governmental Entities, above;
 - b. Pledged irrevocable letters of credit issued by a bank that is organized and existing under the laws of the United States or any other state, and continuously rated by at least one nationally recognized investment rating firm at not less than A or its equivalent; or
 - c. Cash invested in accordance with Government Code 2256.009 (obligations of governmental entities), 2256.013 (commercial paper), 2256.014 (mutual funds), or 2256.016 (investment pools);
4. The terms of a loan require that the securities being held as collateral be pledged to the district, held in the district's name, and deposited at the time the investment is made with the district or with a third party selected by or approved by the district; and
5. A loan is placed through a primary government securities dealer, as defined by 5 C.F.R. Section 6801.102(f), as that regulation existed on September 1, 2003, or a financial institution doing business in this state.

An agreement to lend securities under a securities lending program must have a term of one year or less.

Gov't Code 2256.0115

Banker's
Acceptances

A banker's acceptance is an authorized investment if it:

1. Has a stated maturity of 270 days or fewer from the date of issuance;
2. Will be, in accordance with its terms, liquidated in full at maturity;
3. Is eligible for collateral for borrowing from a Federal Reserve Bank; and
4. Is accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank, or of a bank holding company of which the bank is the largest subsidiary, are rated not less than A-1 or P-1 or

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an equivalent rating by at least on nationally recognized credit rating agency.

Gov't Code 2256.012

Commercial Paper

Commercial paper is an authorized investment if it has a stated maturity of 365 days or fewer from the date of issuance; and is rated not less than A-1 or P-1 or an equivalent rating by at least:

1. Two nationally recognized credit rating agencies; or
2. One nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States law or any state.

Gov't Code 2256.013

Mutual Funds

A no-load money market mutual fund is an authorized investment if the mutual fund:

1. Is registered with and regulated by the Securities and Exchange Commission;
2. Provides the district with a prospectus and other information required by the Securities and Exchange Act of 1934 (15 U.S.C. 78a et seq.) or the Investment Company Act of 1940 (15 U.S.C. 80a-1 et seq.); and
3. Complies with federal Securities and Exchange Commission Rule 2a-7 (17 C.F.R. Section 270.2a-7), promulgated under the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.).

Gov't Code 2256.014(a)

In addition to the no-load money market mutual fund authorized above, a no-load mutual fund is an authorized investment if it:

1. Is registered with the Securities and Exchange Commission;
2. Has an average weighted maturity of less than two years; and
3. Either has a duration of:
 - a. One year or more and is invested exclusively in obligations approved by the Public Funds Investment Act, or
 - b. Less than one year and the investment portfolio is limited to investment grade securities, excluding asset-backed securities.

Gov't Code 2256.014(b)

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Limitations

A district is not authorized to:

1. Invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds described in Government Code 2256.014(b);
2. Invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds described in Government Code 2256.014(b); or
3. Invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund described in Government Code 2256.014(a) or (b) in an amount that exceeds 10 percent of the total assets of the mutual fund.

Gov't Code 2256.014(c)

Guaranteed
Investment
Contracts

A guaranteed investment contract is an authorized investment for bond proceeds if the guaranteed investment contract:

1. Has a defined termination date;
2. Is secured by obligations described at Obligations of Governmental Entities, above, excluding those obligations described at Unauthorized Obligations, in an amount at least equal to the amount of bond proceeds invested under the contract; and
3. Is pledged to the district and deposited with the district or with a third party selected and approved by the district.

Bond proceeds, other than bond proceeds representing reserves and funds maintained for debt service purposes, may not be invested in a guaranteed investment contract with a term longer than five years from the date of issuance of the bonds.

To be eligible as an authorized investment:

1. The board must specifically authorize guaranteed investment contracts as eligible investments in the order, ordinance, or resolution authorizing the issuance of bonds;
2. The district must receive bids from at least three separate providers with no material financial interest in the bonds from which proceeds were received;
3. The district must purchase the highest yielding guaranteed investment contract for which a qualifying bid is received;

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4. The price of the guaranteed investment contract must take into account the reasonably expected drawdown schedule for the bond proceeds to be invested; and
5. The provider must certify the administrative costs reasonably expected to be paid to third parties in connection with the guaranteed investment contract.

Government Code 1371.059(c) (validity and incontestability of obligations for certain public improvements) applies to the execution of a guaranteed investment contract by a district.

Gov't Code 2256.015

Investment Pools

A district may invest its funds or funds under its control through an eligible investment pool if the board by rule, order, ordinance, or resolution, as appropriate, authorizes the investment in the particular pool. *Gov't Code 2256.016, .019*

To be eligible to receive funds from and invest funds on behalf of a district, an investment pool must furnish to the investment officer or other authorized representative of the district an offering circular or other similar disclosure instrument that contains the information specified in Government Code 2256.016(b). To maintain eligibility, an investment pool must furnish to the investment officer or other authorized representative investment transaction confirmations and a monthly report that contains the information specified in Government Code 2256.016(c). A district by contract may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds. *Gov't Code 2256.016(b)-(d)*

Corporate Bonds

A district that qualifies as an issuer as defined by Government Code 1371.001 [see CCF], may purchase, sell, and invest its funds and funds under its control in corporate bonds (as defined above) that, at the time of purchase, are rated by a nationally recognized investment rating firm "AA-" or the equivalent and have a stated final maturity that is not later than the third anniversary of the date the corporate bonds were purchased.

A district is not authorized to:

1. Invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds, reserves, and other funds held for the payment of debt service, in corporate bonds; or
2. Invest more than 25 percent of the funds invested in corporate bonds in any one domestic business entity, including subsidiaries and affiliates of the entity.

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A district subject to these provisions may purchase, sell, and invest its funds and funds under its control in corporate bonds if the board:

1. Amends its investment policy to authorize corporate bonds as an eligible investment;
2. Adopts procedures to provide for monitoring rating changes in corporate bonds acquired with public funds and liquidating the investment in corporate bonds; and
3. Identifies the funds eligible to be invested in corporate bonds.

The district investment officer, acting on behalf of the district, shall sell corporate bonds in which the district has invested its funds not later than the seventh day after the date a nationally recognized investment rating firm:

1. Issues a release that places the corporate bonds or the domestic business entity that issued the corporate bonds on negative credit watch or the equivalent, if the corporate bonds are rated "AA-" or the equivalent at the time the release is issued; or
2. Changes the rating on the corporate bonds to a rating lower than "AA-" or the equivalent.

Gov't Code 2256.0204

Hedging
Transactions

The board of an eligible entity (as defined above) shall establish the entity's policy regarding hedging transactions. An eligible entity may enter into hedging transactions, including hedging contracts, and related security, credit, and insurance agreements in connection with commodities used by an eligible entity in the entity's general operations, with the acquisition or construction of a capital project, or with an eligible project. A hedging transaction must comply with the regulations of the federal Commodity Futures Trading Commission and the federal Securities and Exchange Commission.

Government Code 1371.059(c) (validity and incontestability of obligations for certain public improvements) applies to the execution by an eligible entity of a hedging contract and any related security, credit, or insurance agreement.

An eligible entity may:

1. Pledge as security for and to the payment of a hedging contract or a security, credit, or insurance agreement any general or special revenues or funds the entity is authorized by law to pledge to the payment of any other obligation.

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2. Credit any amount the entity receives under a hedging contract against expenses associated with a commodity purchase.

An eligible entity's cost of or payment under a hedging contract or agreement may be considered an operation and maintenance expense, an acquisition expense, or construction expense of the eligible entity; or a project cost of an eligible project.

Gov't Code 2256.0206

Prohibited
Investments

Except as provided by Government Code 2270 (prohibited investments), a district is not required to liquidate investments that were authorized investments at the time of purchase. *Gov't Code 2256.017*

Note: As an "investing entity" under Government Code 2270.0001(7)(A), a district must comply with Chapter 2270, including reporting requirements, regarding prohibited investments in scrutinized companies listed by the comptroller in accordance with Government Code 2270.0201.

Loss of Required
Rating

An investment that requires a minimum rating does not qualify as an authorized investment during the period the investment does not have the minimum rating. A district shall take all prudent measures that are consistent with its investment policy to liquidate an investment that does not have the minimum rating. *Gov't Code 2256.021*

**Sellers of
Investments**

A written copy of the investment policy shall be presented to any business organization (as defined below) offering to engage in an investment transaction with a district. The qualified representative of the business organization offering to engage in an investment transaction with a district shall execute a written instrument in a form acceptable to the district and the business organization substantially to the effect that the business organization has:

1. Received and reviewed the district investment policy; and
2. Acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the district and the organization that are not authorized by the district's investment policy, except to the extent that this authorization:
 - a. Is dependent on an analysis of the makeup of the district's entire portfolio;

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- b. Requires an interpretation of subjective investment standards; or
- c. Relates to investment transactions of the entity that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority.

The investment officer of a district may not acquire or otherwise obtain any authorized investment described in the district's investment policy from a business organization that has not delivered to the district the instrument required above.

Gov't Code 2256.005(k)-(l)

Nothing in this section relieves the district of the responsibility for monitoring investments made by the district to determine that they are in compliance with the investment policy.

Business
Organization

For purposes of the provisions at Sellers of Investments above, "business organization" means an investment pool or investment management firm under contract with a district to invest or manage the district's investment portfolio that has accepted authority granted by the district under the contract to exercise investment discretion in regard to the district's funds.

Gov't Code 2256.005(k)

Donations

A gift, devise, or bequest made to a district to provide college scholarships for district graduates may be invested by the board as provided in Property Code 117.004 (Uniform Prudent Investor Act), unless otherwise specifically provided by the terms of the gift, devise, or bequest. *Education Code 45.107*

Investments donated to a district for a particular purpose or under terms of use specified by the donor are not subject to the requirements of the Public Funds Investment Act. *Gov't Code 2256.004(b)*

**Electronic Funds
Transfer**

A district may use electronic means to transfer or invest all funds collected or controlled by the district. *Gov't Code 2256.051*

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Investment Authority

The Superintendent and others designated by Board resolution shall serve as the investment officer of the District and shall invest District funds as directed by the Board and in accordance with the District's written investment policy and generally accepted accounting procedures. All investment transactions except investment pool funds and mutual funds shall be settled on a delivery versus payment basis.

**Approved
Investment
Instruments**

From those investments authorized by law and described further in CDA(LEGAL) under Authorized Investments, the Board shall permit investment of District funds, including bond proceeds and pledged revenue to the extent allowed by law, in only the following investment types, consistent with the strategies and maturities defined in this policy:

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

Safety

The primary goal of the investment program is to ensure safety of principal, to maintain liquidity, and to maximize financial returns within current market conditions in accordance with this policy. Investments shall be made in a manner that ensures the preservation of capital in the overall portfolio, and offsets during a 12-month period any market price losses resulting from interest-rate fluctuations by income received from the balance of the portfolio. No indi-

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vidual investment transaction shall be undertaken that jeopardizes the total capital position of the overall portfolio.

**Investment
Management**

In accordance with Government Code 2256.005(b)(3), the quality and capability of investment management for District funds shall be in accordance with the standard of care, investment training, and other requirements set forth in Government Code Chapter 2256.

**Liquidity and
Maturity**

Any internally created pool fund group of the District shall have a maximum dollar weighted maturity of two years. The maximum allowable stated maturity of any other individual investment owned by the District shall not exceed three years from the time of purchase. The Board may specifically authorize a longer maturity for a given investment, within legal limits.

The District's investment portfolio shall have sufficient liquidity to meet anticipated cash flow requirements.

Diversity

The investment portfolio shall be diversified in terms of investment instruments, maturity scheduling, and financial institutions to reduce risk of loss resulting from overconcentration of assets in a specific class of investments, specific maturity, or specific issuer.

**Monitoring Market
Prices**

The investment officer shall monitor the investment portfolio and shall keep the Board informed of significant changes in the market value of the District's investment portfolio. Information sources may include financial/investment publications and electronic media, available software for tracking investments, depository banks, commercial or investment banks, financial advisers, and representatives/advisers of investment pools or money market funds. Monitoring shall be done at least quarterly, as required by law, and more often as economic conditions warrant by using appropriate reports, indices, or benchmarks for the type of investment.

**Monitoring Rating
Changes**

In accordance with Government Code 2256.005(b), the investment officer shall develop a procedure to monitor changes in investment ratings and to liquidate investments that do not maintain satisfactory ratings.

Funds / Strategies

Investments of the following fund categories shall be consistent with this policy and in accordance with the applicable strategy defined below. All strategies described below for the investment of a particular fund should be based on an understanding of the suitability of an investment to the financial requirements of the District and consider preservation and safety of principal, liquidity, marketability of an investment if the need arises to liquidate before maturity, diversification of the investment portfolio, and yield.

Operating Funds

Investment strategies for operating funds (including any commingled pools containing operating funds) shall have as their primary

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	objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.
Custodial Funds	Investment strategies for custodial funds shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.
Debt Service Funds	Investment strategies for debt service funds shall have as their primary objective sufficient investment liquidity to timely meet debt service payment obligations in accordance with provisions in the bond documents. Maturities longer than one year may be authorized provided legal limits are not exceeded.
Capital Project Funds	Investment strategies for capital project funds shall have as their primary objective sufficient investment liquidity to timely meet capital project obligations. Maturities longer than one year may be authorized provided legal limits are not exceeded.
Internal Service Funds	Investment strategies for internal service funds shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.
Enterprise Funds	Investment strategies for enterprise funds shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.
Maximum Investment Maturities	The District primarily intends to match holding periods of investment funds with liquidity needs of the District. However, the maximum final stated maturity of any single investment shall not exceed three years. Additionally, the weighted average maturity of investments of the District's funds shall not exceed two years .
Safekeeping and Custody	The District shall retain clearly marked receipts providing proof of the District's ownership. The District may delegate, however, to an investment pool the authority to hold legal title as custodian of investments purchased with District funds by the investment pool.
Sellers of Investments	Prior to handling investments on behalf of the District, a broker/dealer or a qualified representative of a business organization must submit required written documents in accordance with law. [See Sellers of Investments, CDA(LEGAL)] Representatives of brokers/dealers and representatives with distributors of investment pools shall be registered with the Texas State Securities Board and must have membership in the Securities Investor Protection Corporation (SIPC) and be in good standing with the Financial Industry Regulatory Authority (FINRA). Dis-

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tributors of investment pools shall also be a registrant in good standing with the Municipal Securities Rulemaking Board (MSRB).

**Soliciting Bids for
CDs**

In order to get the best return on its investments, the District may solicit bids for certificates of deposit in writing, by telephone, or electronically, or by a combination of these methods.

Interest Rate Risk

To reduce exposure to changes in interest rates that could adversely affect the value of investments, the District shall use final and weighted-average-maturity limits and diversification.

The District shall monitor interest rate risk using weighted average maturity and specific identification.

Internal Controls

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

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

These controls shall be reviewed by the District's independent auditing firm.

Annual Review

The Board shall review this investment policy and investment strategies not less than annually and shall document its review in writing, which shall include whether any changes were made to either the investment policy or investment strategies.

Annual Audit

In conjunction with the annual financial audit, the District shall perform a compliance audit of management controls on investments and adherence to the District's established investment policies.

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Topic: Investment Officer Training Sources

Submitted by: Kristin Byrd, Chief Financial Officer

Approved for Transmittal: 

Board Meeting Date: 7/16/2026

Recommendation:

The Public Funds Investment Act (Government Code 2256.008) requires that investment officers of the District attend at least one training session from an independent source approved by the governing body of the District as provided for in the investment policy of the District and containing at least 10 hours of instruction relating to the investment officer's responsibilities within 12 months of taking office or assuming duties. In addition, investment officers of the District are required to receive a minimum of 8 hours of instruction relating to investment responsibilities every two years.

Rationale:

Administration recommends the approval of the following investment officer training sources:

Weaver & Tidwell, LLP	AICPA	TASB
Deloitte & Touche, LLP	ASBO	TASBO
Education Services Centers	FDIC	TexasCLASS
Meeder Public Funds	GFOA	TexasTERM
Texas Comptroller of Public Accounts	GTOT	TexStar
Texas State Board of Public Accountancy	LOGIC	TexPool
The PFM Group	TASA	Lone Star (First Public)
UNT Center for Public Management	Texas Municipal League (TLM)	
North Central Texas Council of Governments		

Budget Information:

Board Policy Reference and Compliance:

Policy CDA (LEGAL) and CDA (LOCAL)

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Topic: Approval of The University of Texas at Austin Interlocal Agreement for the 2026-2027 OnRamps Program

Submitted by: Dr. Thurston Lamb, Deputy Superintendent of Operations *TBL*

Approved for Transmittal: *Anthony F. Hill*

Board Meeting Date: 07-16-2026

Recommendation:

The administration recommends the Board of Trustees approve the Interlocal Agreement with The University of Texas at Austin for the 2026-2027 OnRamps Program.

Rationale:

This interlocal agreement with The University of Texas at Austin will allow Grand Prairie ISD greater efficiency and economic value to provide the OnRamps program which gives Grand Prairie ISD high school students the opportunity to earn college credits from The University of Texas at Austin through distance education courses.

Budget Information:

Local

Board Policy Reference and Compliance:

CH (LEGAL) and CH (LOCAL)

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Topic: Memorandum of Understanding for Dallas County Juvenile Justice Alternative Education Program (DCJJAEP)

Submitted by: Dr. Dana Jackson, Associate Superintendent of Student Support Services

Approved for Transmittal:



Board Meeting Date: 7/16/2026

Recommendation:

The Administration recommends that the Board of Trustees adopt the Memorandum of Understanding for Dallas County Juvenile Justice Alternative Education Program for the 2026-2027 school year. This is the same agreement that is approved by the Board every year.

Rationale:

The agreement is in compliance with the Texas Education Code, Chapter 37, which requires that a county with a population greater than 125,000 develop a juvenile justice alternative education program. The agreement outlines the responsibilities between the Dallas County Juvenile Board and the Region 10 Education Service Center.

Budget Information:

Local Funds

Board Policy Reference and Compliance:

FODA(LEGAL)

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Topic: Library Materials

Submitted by: Dr. Melissa Steger, Chief Data and Information Systems Officer

Approved for Transmittal: 

Board Meeting Date: 7/16/2026

Recommendation:

It is recommended the Board approve the purchase of the proposed library materials.

Rationale:

Senate Bill 13 requires that the Board approve the purchase of new library materials. A list of the books for purchase are posted on the GPISD website.

Budget Information:

Local Instructional Media Budget

Board Policy Reference and Compliance:

EFB(LOCAL)

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Topic: Texas Teacher Evaluation and Support System – List of Certified Appraisers

Submitted by: Karry Chapman, Chief of Human Capital

Approved for Transmittal: 

Board Meeting Date: 7/16/2026

Recommendation:

The Superintendent recommends that the Board take action and approve the list of certified appraisers who can provide an appraisal in place of the teacher's supervisor.

Rationale:

This action is being taken in accordance with DNA(LOCAL).

Budget Information:

No budgetary impact.

Board Policy Reference and Compliance:

Board Policy DNA(LOCAL)

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Topic: Public Information Act Schedule for 2026-2027 School Year

Submitted by: Dr. Melissa Kates, General Counsel

Approved for Transmittal: 

Board Meeting Date: 7/16/2026

Recommendation:

The Administration is presenting information to the Board regarding the schedule of nonbusiness days that will guide the completion of requests under the Public Information Act. The details of the schedule are presented in Exhibit 1 (attached).

Under Texas Government Code Chapter 552, the Board must approve nonbusiness days to be used under open records request response timelines.

Rationale:

The Texas Attorney General's office has established specific timeframes for the fulfillment of requests for information from members of the public. The schedule of nonbusiness days that affect those timeframes must be updated yearly to reflect federal and state holidays, along with additional days permitted under Chapter 552.

Budget Information:

No budgetary impact.

Board Policy Reference and Compliance:

GBAA(LEGAL), GBAA(LOCAL)



Exhibit 1

Public Information Act Schedule, 2026-2027 School Year

Rationale: As required by the Public Information Act (PIA), Grand Prairie ISD responds to the public's requests for information. When establishing timelines for responses or requests for attorney-general decisions regarding information that is exempt, the District's nonbusiness days are not counted. Federal and state holidays are also not counted. In addition, House Bill 3033 allows for an additional 10 days to be designated as nonbusiness days in processing PIA requests.

Grand Prairie ISD's comprehensive schedule of PIA nonbusiness days for the 2026-2027 school year is as follows, with **federal** holidays marked in yellow, **state** holidays in blue, and **House Bill 3033** days in green:

2026

September 7 Labor Day (Monday)

September 18 (Friday)

October 12 Columbus Day (Monday)

(Known as Indigenous Peoples' Day in GPISD)

October 23 (Friday)

November 11 Veterans Day (Wednesday)

November 18 (Wednesday)

November 26 Thanksgiving Day (Thursday)

November 27 Day after Thanksgiving (Friday)

December 24 Christmas Eve Day (Thursday; all state agencies)

December 25 Christmas Day (Friday)

December 28 (Monday)

2027

January 1 New Year's Day (Friday)

January 18 Martin Luther King, Jr. Day (Monday)

January 19 Confederate Heroes Day (Tuesday)

February 15 Washington's Birthday (Monday)

(Known as President's Day at state level)

February 26 (Friday)

March 2 Texas Independence Day (Tuesday)

April 2 (Friday)

April 21 San Jacinto Day (Wednesday; skeleton crew required)

May 10 (Monday)

May 31 Memorial Day (Monday)

June 11 (Friday)

Independence Day (observed Monday July 5)

July 6 (Tuesday)

August 10 (Monday)

August 27 LBJ Day (Thursday; skeleton crew required)

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☐ Consent

Topic: 15-Foot Utility Easement at Grand Prairie High School

Submitted by: Pablo F. Orozco, Executive Director of Facilities and Maintenance, and Charles Brewer, CFM, with the City of Grand Prairie

Approved for Transmittal



Board Meeting Date: 7/16/2026

Recommendation:

The Administration recommends that the Board approve a 15-foot utility easement request from the City of Grand Prairie Water Utilities Department at Grand Prairie High School to allow installation of a replacement 8-inch waterline connection to the City's existing 24-inch water main along E. Tarrant Road. The easement will support continued reliability and redundancy of fire protection and water service infrastructure serving the campus.

Rationale:

The City of Grand Prairie discontinued use of an existing 8-inch waterline within the GPHS slope stabilization area to reduce future infrastructure risk. To restore a third connection point and improve long-term fire protection reliability at Grand Prairie High School, the city is requesting a new 15-foot utility easement to connect to the existing 24-inch water main along E. Tarrant Road. The easement will also allow the city to maintain the waterline as part of its municipal water distribution system.

Budget Information:

There is no anticipated direct cost to GPISD associated with granting the easement. All construction, installation, and utility work associated with the proposed waterline relocation will be performed and funded by the City of Grand Prairie.

Board Policy Reference and Compliance:

- Texas Education Code §11.151 – Authority of Board of Trustees
- Coordination with GPISD Legal Counsel and Facilities Department prior to execution of easement documents

CITY OF GRAND PRAIRIE WATER MAIN EASEMENT

STATE OF TEXAS

KNOW ALL PERSONS BY THESE PRESENTS

COUNTY OF DALLAS

That **Grand Prairie Independent School District**, whose address is 2602 S. Belt Line Road, Grand Prairie, TX 75052, hereinafter referred to as "Grantor", for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by the **City of Grand Prairie**, Texas, 300 West Main Street, Grand Prairie, Texas 75050, hereinafter referred to as "City", the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and does by these presents GRANT, SELL and CONVEY unto City, a 15-foot water main easement, on, over and across all that certain tract or parcel of land described in **EXHIBIT "A"** attached hereto and made a part hereof for all purposes.

TO HAVE AND TO HOLD the same perpetually to said City, its successors and assigns, together with the right and privilege at any and all time to enter upon said easement for the purpose of construction or reconstruction on and maintenance of water main facilities within this easement; and Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto City, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof; by, through or under Grantor but not otherwise.

This permanent easement shall be used by the City in connection with constructing and connecting a new 8-inch PVC waterline from the City's existing 8-inch PVC waterline (located within the Grantor's property legally described as being Block 1, Lot 1, Grand Prairie High School Addition with property address being 101 E. Gopher Blvd.) to the City's existing 24-inch RCCP waterline (located along the north side of E. Tarrant Road), herein referred to as "Improvements".

Grantor shall not be liable for any property damage and/or bodily injury caused by Grantee, its employees, contractors, invitees or other persons entering upon and utilizing the easement property that are acting by, through or under the direction of Grantee.

The City, in connection with construction of the Improvements, shall restore and replace the Easement Property to a condition substantially similar to its condition prior to construction, including the restoration of grass with similar grass wherever grass has been removed during construction.

Grantor represents and warrants to City that Grantor is the sole owner of the fee simple title to the Easement Property. Grantor does hereby represent and warrant that there are no liens, attachments or other encumbrances which will affect the title or right of the Grantor to convey this deed and this easement to the City for the purposes as described herein. If such condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein and subordinating any such lien to the deed and the easement granted herein.

Grantor covenants that Grantor will not convey any other easement or conflicting rights within the Easement Property which unreasonably interfere with City's rights granted herein and provided that all

such other conveyances comply with all applicable local, state and federal laws, ordinances, rules, regulations and/or requirements, as they exist, may be amended or in the future arising.

Grantor shall not place any improvement or take any action, permanent or temporary, on the Easement Property which may affect or interfere with, in any way, the rights granted herein. City may remove and keep removed any and all improvements to the extent necessary to make repairs to the Improvements. City will not be responsible for loss of improvements due its exercise of the rights granted herein.

The individuals executing this instrument on behalf of Grantor represents that all appropriate and necessary actions have been taken to authorize the individual who is executing this instrument to do so for and on behalf of Grantor, that there are no other parties or entities required to execute this instrument in order for the same to be an authorized and binding agreement on Grantor and that the individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

This instrument shall be binding on, and inure to the benefit of, City and Grantor and their respective successors or assigns.

[Signature Pages Follow]

This instrument is executed to be effective as of the later of the dates in the notary blocks below.

EXECUTED this ____ day of _____, 2026.

GRANTOR:

Grand Prairie Independent School District

By: _____

Name: _____

Title: _____

STATE OF TEXAS

§

§

COUNTY OF DALLAS

§

This instrument was acknowledged before me on the ____ day of _____, 2026
by _____, _____ for
Grand Prairie Independent School District and acknowledged to me that he/she executed said
instrument for the purposes and considerations therein expressed, and as the act of said entity.

[NOTARY SEAL]

Notary Public in and for the State of Texas

EXECUTED this ____ day of _____, 2026.

AGREED AND ACCEPTED:

CITY OF GRAND PRAIRIE, TEXAS

By: _____

Name: Megan Mahan

Title: Deputy City Manager

APPROVED AS TO FORM:

Maleshia B. McGinnis, City Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

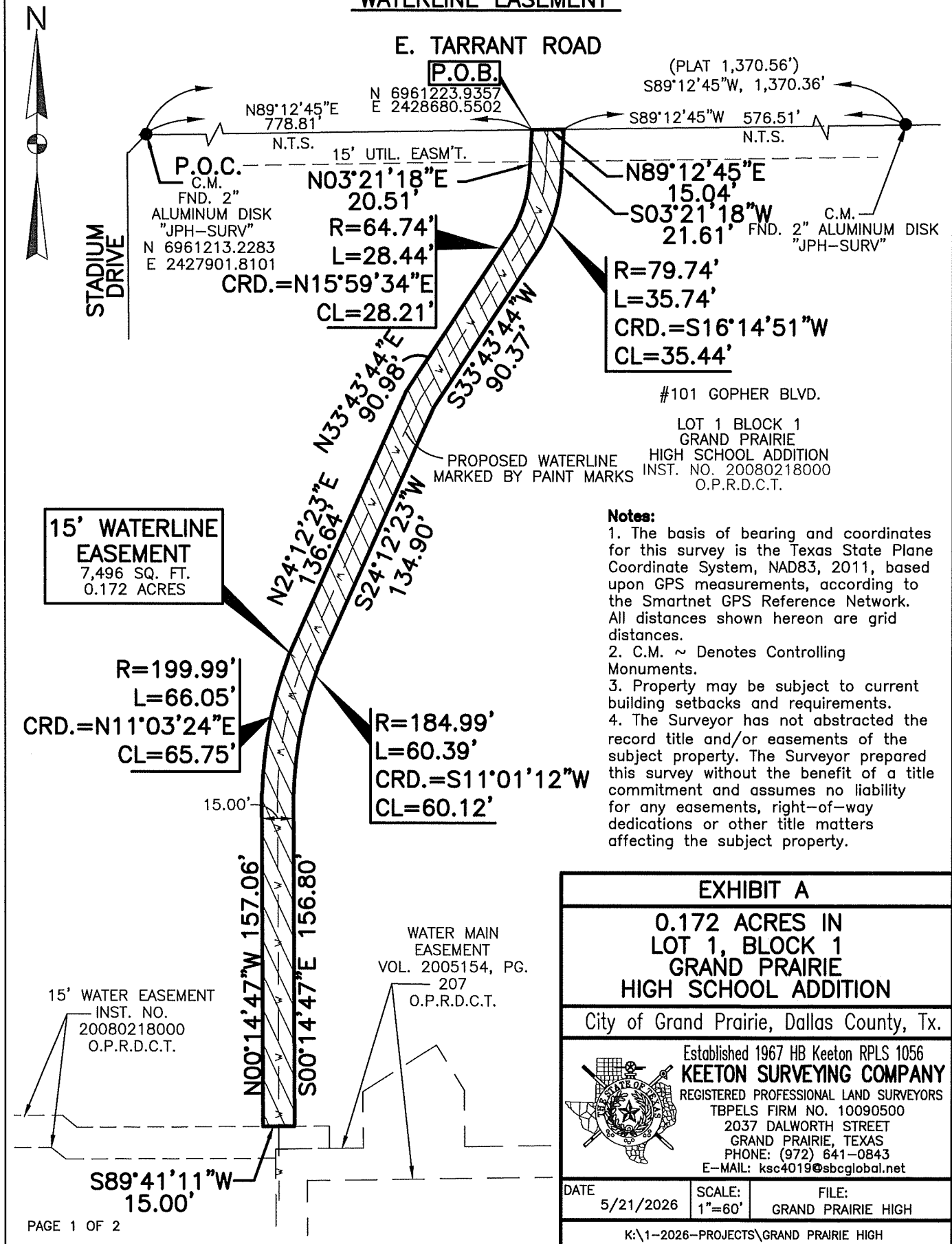
This instrument was acknowledged before me on _____, 2026, by Megan Mahan, Deputy City Manager of the City of Grand Prairie, Texas, on behalf of said municipality.

[NOTARY SEAL]

Notary Public in and for the State of Texas

EXHIBIT “A”

WATERLINE EASEMENT



WATERLINE EASEMENT

METES AND BOUNDS DESCRIPTION (WATERLINE EASEMENT)

Being a 0.172 tract of land located in the Charles Campbell Survey, Abstract No. 376 and the James Brannon Survey, Abstract No. 208, in the City of Grand Prairie, Dallas County, Texas, said 0.172 acre tract being a part of Lot 1, Block 1, Grand Prairie High School Addition, an addition to the City of Grand Prairie, Dallas County, Texas, according to the plat thereof recorded in Instrument No. 20080218000, of the Official Public Records of Dallas County, Texas, said 0.172 acre tract being more particularly described as follows:

COMMENCING at a 2 inch aluminum disk marked "JPH-Surv" found for the most northerly northwest corner of said Lot 1, Block 1, and being in the south line of Tarrant Road (right-of-way varies), (said POINT OF COMMENCING having NAVD83 "2011 adjustment" Texas North Central Zone (4202) grid coordinates N: 6961213.2283, E: 2427901.8101);

THENCE N. 89°12'45" E., with the common line of said Lot 1, Block 1 and said E. Tarrant Road, a distance of 778.81 feet to the **POINT OF BEGINNING**, (said POINT OF BEGINNING having NAVD83 "2011 adjustment" Texas North Central Zone (4202) grid coordinates N: 6961223.9357, E: 2428680.5502);

THENCE N. 89°12'45" E., continuing with the common line of said Lot 1, Block 1 and said E. Tarrant Road, a distance of 15.04 feet to a point for corner, from which a 2 inch aluminum disk marked "JPH-Surv" found bears N. 89°12'45" E., 576.51 feet

THENCE over and across said Lot 1, Block 1, the following thirteen calls;

S. 03°21'18" W., a distance of 21.61 feet to a point for the beginning of a non-tangent curve to the right; in a southwesterly direction with said curve to the right with an arc length of 35.74 feet, having a radius of 79.74 feet, and having a chord bearing of S. 16°14'51" W., and a chord length of 35.44 feet to the end of said curve;

S. 33°43'44" W., a distance of 90.37 feet to a point for corner;

S. 24°12'23" W., a distance of 134.90 feet to a point for the beginning of a non-tangent curve to the left; in a southwesterly direction with said curve to the left with an arc length of 60.39 feet, having a radius of 184.99 feet, and having a chord bearing of S. 11°01'12" W., and a chord length of 60.12 feet to the end of said curve;

S. 00°14'47" E., a distance of 156.80 feet to a point for corner;

S. 89°41'11" W., a distance of 15.00 feet to a point for corner;

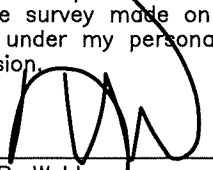
N. 00°14'47" W., a distance of 157.06' to a point for the beginning of a non-tangent curve to the right; in a northeasterly direction with said curve to the right with an arc length of 66.05 feet, having a radius of 199.99 feet, and having a chord bearing of N. 11°03'24" E., and a chord length of 65.75 feet to the end of said curve;

N. 24°12'23" E., a distance of 136.64 feet to a point for corner;

N. 33°43'44" E., a distance of 90.98 feet to a point for the beginning of a non-tangent curve to the left; in a northeasterly direction with said curve to the left with an arc length of 28.44 feet, having a radius of 64.74 feet, and having a chord bearing of N. 15°59'34" E., and a chord length of 28.21 feet;

N. 03°21'18" E., a distance of 20.51 feet to the **POINT OF BEGINNING** and **CONTAINING** 7,496 square feet or 0.172 acres of land, more or less.

I, **Kurtis R. Webb**, a Registered Professional Land Surveyor, hereby certify that the foregoing Plat was compiled from an accurate survey made on the ground under my personal supervision.


Kurtis R. Webb
Registered Professional Land
Surveyor Registration No. 4125

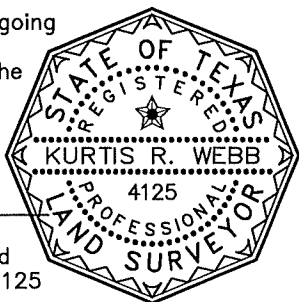
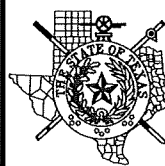


EXHIBIT A

**0.172 ACRES IN
LOT 1, BLOCK 1
GRAND PRAIRIE
HIGH SCHOOL ADDITION**

City of Grand Prairie, Dallas County, Tx.



Established 1967 HB Keeton RPLS 1056
KEETON SURVEYING COMPANY
REGISTERED PROFESSIONAL LAND SURVEYORS
TBPELS FIRM NO. 10090500
2037 DALWORTH STREET
GRAND PRAIRIE, TEXAS
PHONE: (972) 641-0843
E-MAIL: ksc4019@sbcglobal.net

DATE
5/21/2026

SCALE:
1"=60'

FILE:
GRAND PRAIRIE HIGH

Grand Prairie ISD Board of Trustees

CREATE.
EMPOWER.
LEAD.

☐ Information

☒ Action

☐ Consent

Topic: Local Policy Updates

Submitted by: Dr. Melissa Kates, General Counsel

Approved for Transmittal: 

Board Meeting Date: 7/16/2026

Recommendation:

The Administration is recommending the Board adopt Updates 126 and 127 and EIC(LOCAL) as presented. Attachment A provides a list of the policies for which updates are recommended.

Rationale:

The attached policies are recommended for adoption by the Board to align with the most recent changes to laws and recent court decisions.

Budget Information:

No budgetary impact.

Board Policy Reference and Compliance:

BF(LEGAL)
BF(LOCAL)

ATTACHMENT 1

Instruction Sheet
TASB Localized Policy Manual Update 127

Grand Prairie ISD

Code	Type	Action To Be Taken	Note
ATTN	(NOTE)	No policy enclosed	See explanatory note
BJCF	(LOCAL)	Replace policy	Revised policy
CAA	(LOCAL)	Replace policy	Revised policy
CFB	(LOCAL)	No policy enclosed	See explanatory note
DC	(LOCAL)	Replace policy	Revised policy
DH	(LOCAL)	Replace policy	Revised policy
DP	(LOCAL)	DELETE policy	See explanatory note
DPA	(LOCAL)	ADD policy	See explanatory note
DPB	(LOCAL)	ADD policy	See explanatory note
EHBB	(LOCAL)	Replace policy	Revised policy
FFF	(LOCAL)	Replace policy	Revised policy

Instruction Sheet

TASB Localized Policy Manual Update 126

Grand Prairie ISD

Code	Type	Action To Be Taken	Note
ATTN	(NOTE)	No policy enclosed	See explanatory note
BE	(LOCAL)	Replace policy	Revised policy
BED	(LOCAL)	Replace policy	Revised policy
CJ	(LOCAL)	Replace policy	Revised policy
CJA	(LOCAL)	Replace policy	Revised policy
CLE	(LOCAL)	Replace policy	Revised policy
CQB	(LOCAL)	Replace policy	Revised policy
CQD	(LOCAL)	ADD policy	See explanatory note
CSA	(LOCAL)	Replace policy	Revised policy
CV	(LOCAL)	Replace policy	Revised policy
DBD	(LOCAL)	Replace policy	Revised policy
DEC	(LOCAL)	Replace policy	Revised policy
DFBB	(LOCAL)	Replace policy	Revised policy
DGBA	(LOCAL)	Replace policy	Revised policy
DH	(LOCAL)	Replace policy	Revised policy
EEP	(LOCAL)	ADD policy	See explanatory note
EFA	(LOCAL)	Replace policy	Revised policy
EHBAF	(LOCAL)	Replace policy	Revised policy
EIA	(LOCAL)	Replace policy	Revised policy
FA	(LOCAL)	ADD policy	See explanatory note
FEF	(LOCAL)	Replace policy	Revised policy
FFAC	(LOCAL)	Replace policy	Revised policy
FFB	(LOCAL)	Replace policy	Revised policy
FFF	(LOCAL)	Replace policy	Revised policy
FFG	(LOCAL)	Replace policy	Revised policy
FNG	(LOCAL)	Replace policy	Revised policy
FO	(LOCAL)	Replace policy	Revised policy
GF	(LOCAL)	Replace policy	Revised policy
GKA	(LOCAL)	Replace policy	Revised policy



(LOCAL) Policy Comparisons

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

In this packet, you will find:

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

Annotations are shown as follows:

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

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

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

Contact us:

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

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

BOARD MEETINGS

BE
(LOCAL)

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 ~~Thursday immediately following the second Monday~~ ~~Thursday immediately following the second Monday~~ of each month at ~~5:30 p.m.~~ ~~5:30 p.m.~~ 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~~ ~~two~~ members of the Board.

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

Continuance of Open Session

The Board is committed to conducting District business in a timely, efficient, and effective manner. To that end, all regular and special open meetings of the Board held in the evening shall not extend later than 10:30 p.m. Any exceptions to continue the open session of a Board meeting beyond the 10:30 p.m. timeline shall be by specific action of the Board.

Agenda

Deadline

The deadline for submitting items in writing for inclusion on the agenda is ~~9:00 a.m. on the 14th calendar~~ ~~the 14th calendar~~ day before regular meetings and ~~9:00 a.m. on the 14th calendar~~ ~~the 14th 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.

BOARD MEETINGS

BE
(LOCAL)

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]
Call to Order	In the absence of the Board President, the Board Vice President, and the Board Secretary, any member of the Board may call the meeting to order and preside until a temporary chairperson has been elected. The temporary chairperson shall then preside for the duration of the meeting or until such time as either the Board President, Board Vice President, or the Board Secretary arrives at the meeting.
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 <i>Robert's Rules of Order, Newly Revised</i> , 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; by show of hands, roll call , or electronic vote , means 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.

BOARD MEETINGS

BE
(LOCAL)

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.

BOARD MEETINGS
PUBLIC PARTICIPATION

BED
(LOCAL)

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 regarding an agenda item or by a parent/guardian of a student currently attending a Grand Prairie ISD school 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.
	Except as permitted by this policy and the Board's procedures on public comment, an individual's comments to the Board shall not exceed three 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 <u>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</u> 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.

CONTRACTED SERVICES

CJ
(LOCAL)

**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.

TECHNOLOGY RESOURCES
CYBERSECURITY

CQB
(LOCAL)

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.

FACILITIES CONSTRUCTION

CV
(LOCAL)

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 ~~\$50,000~~\$50,000, 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.

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 disclose in writing to his or her immediate supervisor any private tutoring of District students for pay.

**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

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

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.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

Discretionary Use

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

*Request for
Leave*

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.

Discretionary use of state personal leave shall not exceed three consecutive workdays.

Local Leave

Each employee shall earn five paid local leave days per school year in accordance with administrative regulations.

Local leave shall accumulate without limit.

Local leave shall be used according to the terms and conditions of state personal leave. [See State Personal Leave, above]

Sick Leave Bank

The District shall establish a sick leave bank that employees may join through contribution of local leave.

Leave contributed to the bank shall be solely for the use of participating employees. An employee who is a member of the bank may request leave from the bank if the employee experiences a catastrophic illness or injury and has exhausted all paid leave and any applicable compensatory time.

The Superintendent shall develop regulations for the operation of the sick leave bank that address the following:

1. Membership in the sick leave bank, including the number of days an employee must contribute to become a member;
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.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

**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~~
~~Twelve Month~~
~~Period~~
~~FMLA Exception~~

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.

For purposes of an employee's entitlement to FMLA leave, the 12-month period shall be measured backward from the date an employee uses FMLA leave.

**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 not 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.

**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.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

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.

Paid Leave Offset

The District shall 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.

**Payment for
Accumulated Leave
Upon Retirement**

The following leave provisions shall apply to state and local leave accumulated beginning on the original effective date of this program.

An employee who retires from the District and meets criteria approved by the Board shall be eligible for payment for accumulated state and local leave.

The employee shall receive payment for each day of accumulated state and local leave, to a maximum of 100 days, at a rate established by the Board. If the employee is reemployed with the District, days for which the employee received payment shall not be available to that employee.

The rate established by the Board shall be in effect until the Board adopts a new rate. Any changes to the rate shall apply beginning with the school year following the adoption of the rate change.

**Neutral Absence
Control**

If an employee does not return to work after exhausting all available paid and unpaid leave, the District shall provide the employee written notice that he or she no longer has leave available for use. The District shall automatically pursue termination of an employee who has exhausted all available leave, regardless of the reason for the absence [see DF series]. The employee's eligibility for reasonable accommodations, as required by the Americans with Disabilities Act [see DAA(LEGAL)], shall be considered before termination. If terminated, the employee may apply for reemployment with the District.

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.

TERM CONTRACTS
NONRENEWAL

DFBB
(LOCAL)

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.

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

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. Use or possession of a firearm by a specific employee is authorized by Board action [see the CKE series];
2. A District employee who holds a ~~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
3. The use, possession, or display of an otherwise prohibited weapon takes place as part of a District-approved activity supervised by proper authorities. [See FOD]

**Electronic
Communication**

Use with Students

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

Unless an exception has been made in accordance with the employee handbook or other administrative regulations, an employee

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

shall not use a personal electronic communication platform, application, or account to communicate with currently enrolled students.

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

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

In accordance with ethical standards applicable to all District employees [see DH(EXHIBIT)], 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.

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

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.]

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

**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

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

3. Possesses a controlled substance or drug that a licensed physician has prescribed for the employee's child or other individual for whom the employee is a legal guardian.

Sanctions

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

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

Notice

Employees shall receive a copy of this policy.

**Arrests, Indictments,
Convictions, and
Other Adjudications**

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

1. Crimes involving school property or funds;
2. Crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
3. Crimes that occur wholly or in part on school property or at a school-sponsored activity; or
4. Crimes involving moral turpitude, which include:
 - Dishonesty; fraud; deceit; theft; misrepresentation;
 - Deliberate violence;
 - Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor;
 - Felony possession or conspiracy to possess, or any misdemeanor or felony transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any controlled substance defined in Chapter 481 of the Health and Safety Code;
 - Felony driving while intoxicated (DWI); or
 - Acts constituting abuse or neglect under the Texas Family Code.

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

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 ARRANGEMENTS
LESSON PLANS

EEP
(LOCAL)

**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.

District Website

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

INSTRUCTIONAL RESOURCES
INSTRUCTIONAL MATERIALS

EFA
(LOCAL)

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.

INSTRUCTIONAL RESOURCES
INSTRUCTIONAL MATERIALS

EFA
(LOCAL)

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.

INSTRUCTIONAL RESOURCES
INSTRUCTIONAL MATERIALS

EFA
(LOCAL)

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.

INSTRUCTIONAL RESOURCES
INSTRUCTIONAL MATERIALS

EFA
(LOCAL)

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.

SPECIAL EDUCATION
VIDEO/AUDIO MONITORING

EHBAF
(LOCAL)

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;

SPECIAL EDUCATION
VIDEO/AUDIO MONITORING

EHBAF
(LOCAL)

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.

ACADEMIC ACHIEVEMENT
GRADING/PROGRESS REPORTS TO PARENTS

EIA
(LOCAL)

Relation to Essential Knowledge and Skills

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

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

Guidelines for Grading

The Superintendent or designee shall ensure that each campus or instructional level develops guidelines for teachers to follow in determining grades for students. These guidelines shall ensure that grading reflects a student's relative mastery of an assignment and that a sufficient number of grades are taken to support the grade average assigned. Guidelines for grading shall be clearly communicated to students and parents.

The District shall permit a student who meets the criteria detailed in the grading guidelines a reasonable opportunity to redo an assignment or retake a test for which the student received a failing grade.

Progress Reporting

The District shall issue grade reports/report cards every ~~nine~~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 in accordance with law for a student who demonstrates consistent unsatisfactory performance. Other interim reports shall be issued as established by district grading guidelines. Supplemental progress reports may be issued at the teacher's discretion.

Conferences

~~In addition to conferences scheduled on the campus calendar,~~Each year, the District shall provide at least two opportunities for in-person conferences between each parent and the student's teacher. Additional conferences may be requested by a teacher or parent as needed.

Academic Dishonesty

A student found to have engaged in academic dishonesty shall be subject to grade penalties on assignments or tests and disciplinary penalties in accordance with the Student Code of Conduct. Academic dishonesty includes cheating or copying the work of another student, plagiarism, [the use of artificial intelligence to complete an assignment in part or in whole unless approved by the classroom teacher \[see CQD\]](#), and unauthorized communication between students during an examination. The determination that a student has engaged in academic dishonesty shall be based on the judgment

of the classroom teacher or another supervising professional employee, taking into consideration written materials, observation, ~~or~~ information from students, ~~or the use of an artificial intelligence detection tool selected by the District.~~

PARENT RIGHTS AND RESPONSIBILITIES

FA
(LOCAL)

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.

**Students Release
from School**

A student shall not be released from school at times other than regular dismissal hours except with the permission of the principal or designee 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.

WELLNESS AND HEALTH SERVICES
MEDICAL TREATMENT

FFAC
(LOCAL)

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.

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 each campus that serves students in grades 6-12.

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.

WELLNESS AND HEALTH SERVICES
MEDICAL TREATMENT

FFAC
(LOCAL)

*Maintenance,
Availability,
Training, and
Reporting*

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

Each applicable campus shall have at least ~~one~~^{two} unused, unexpired opioid antagonist ~~dose~~^{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 educator~~ ~~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 ~~educator's~~ ~~individual's~~ alleged abuse or commission of an otherwise unlawful act with ~~the~~ student or involvement in a romantic relationship, or soliciting or engaging in sexual contact with ~~the~~ student.

**Notice of Suspected
Criminal Offense**

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

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

STUDENT WELFARE
CHILD ABUSE AND NEGLECT

FFG
(LOCAL)

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

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

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

Training

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

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

**Reporting Child
Abuse and Neglect**

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

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

The following individuals have an additional legal obligation to submit a written or oral report within ~~48~~24 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.

STUDENT WELFARE
CHILD ABUSE AND NEGLECT

FFG
(LOCAL)

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>

STUDENT DISCIPLINE

FO
(LOCAL)

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. Final approval of all extracurricular activity standards of behavior shall be given by the District Board every two years.

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.

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FO
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“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

Corporal punishment may be used as a discipline management technique in accordance with this policy and the Student Code of Conduct.

Corporal punishment shall not be administered to a student whose parent has submitted to the principal a signed statement for the current school year prohibiting the use of corporal punishment with his or her child. The parent may reinstate permission to use corporal punishment at any time during the school year by submitting a signed statement to the principal.

Guidelines

Corporal punishment shall be limited to spanking or paddling the student and shall be administered in accordance with the following guidelines:

1. The student shall be told the reason corporal punishment is being administered.

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2. Corporal punishment shall be administered only by the principal or designee.
3. Corporal punishment shall be administered only by an employee who is the same sex as the student.
4. The instrument to be used in administering corporal punishment shall be approved by the principal.
5. Corporal punishment shall be administered in the presence of one other District professional employee and in a designated place out of view of other students.

Disciplinary
Records

The disciplinary record reflecting the use of corporal punishment shall include any related disciplinary actions, the corporal punishment administered, the name of the person administering the punishment, the name of the witness present, and the date and time of punishment.

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

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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)]

COMMUNITY RELATIONS
CONDUCT ON SCHOOL PREMISES

GKA
(LOCAL)

Note: ~~This local policy has been revised in accordance with the District's innovation plan.ⁱ~~

**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 from
District
Property under
Education Code
37.105**

In accordance with ~~the District's innovation plan, the District is exempt from the state law regarding refusal of entry to or ejection from District property. A District official shall not be required to~~ Education Code 37.105, a District official shall provide a person refused entry to or ejected from property under the District's control ~~prior verbal warning or~~ written information explaining the right to appeal such refusal of entry or ejection ~~under the District's grievance process.~~

A person ~~may appeal refusal of entry to or ejection from District property in accordance with the District's grievance process~~ 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~~
~~E-Cigarettes~~
Weapons

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.

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

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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]

~~i~~ Innovation Plan: <https://www.gpsd.org>

PROPOSED POLICY

retaining current grievance procedures through DOI exemption and adding Level 4 appeal process

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

Complaints

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

Other Complaint Processes

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

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

Notice to Employees

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

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EMPLOYEE COMPLAINTS/GRIEVANCES

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Guiding Principles

Informal Process

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

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

Direct
Communication with
Board Members

Employees shall not be prohibited from communicating with a member of the Board regarding District operations except when communication between an employee and a Board member would be inappropriate because of a pending hearing or appeal related to the employee.

Formal Process

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

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

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

**Freedom from
Retaliation**

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

**Whistleblower
Complaints**

Whistleblower complaints shall be filed within the time specified by law and may be made to the Superintendent ~~or designee~~ beginning at Level Two. Timelines for the employee and the District set out in this policy may be shortened to allow the Board to make a final decision within 60 calendar days of the initiation of the complaint.
[See DG]

**Complaints Against
Supervisors**

Complaints alleging a violation of law by a supervisor may be made to the Superintendent ~~or designee~~. Complaint forms alleging a violation of law by the Superintendent may be submitted directly to the Board or designee.

General Provisions

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic

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communication. Mail filings shall be timely filed if they are post-marked 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.

A grievance form that is incomplete must be refiled within five days of the date the grievance form was returned to the grievant, with all the requested information, in order for the grievance form to be considered timely and a hearing to be scheduled.

All time limits for filing grievances shall be strictly followed. However, upon mutual agreement between the grievant and the designated administrator, the deadlines may be extended.

If the grievant fails to meet the deadlines, including agreed upon extensions, the grievance shall be dismissed. If the District fails to meet the deadlines, including agreed upon extensions, the grievance is advanced to the next level.

Scheduling
Conferences

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

Response

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

Days

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

Representative

"Representative" shall mean any person who or an organization that does not claim the right to strike and is designated by the employee to represent him or her in the complaint process.

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

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Consolidating Complaints	Complaints arising out of an event or a series of related events shall be addressed in one complaint. Employees shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint. When two or more complaints are sufficiently similar in nature and remedy sought to permit their resolution through one proceeding, the District may consolidate the complaints.
Untimely Filings	All time limits shall be strictly followed unless modified by mutual written consent. If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the employee, at any point during the complaint process. The employee may appeal the dismissal by seeking review in writing within ten <u>10</u> 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.
<u>Failure to Appear</u>	<u>If the grievant and/or the representative fail to appear at any level (Level I, II, III or IV) hearing, the grievance shall be denied, and the decision shall be rendered in favor of the District.</u> <u>If the District representative fails to appear at a Level I hearing, the grievance shall advance to a Level II grievance.</u> <u>If the District representative fails to appear at a Level II hearing, the grievance shall advance to the next level. Within five days from the date of the previously scheduled Level II hearing, exhibits may be submitted to the designated administrator to be part of the Level III grievance process only if exhibits were not able to be submitted at the Level II due solely to the District's failure to appear. The grievant may also request to have the Level II grievance hearing rescheduled within five days.</u> <u>Extenuating circumstances shall be given consideration in all cases for the grievant and the administration.</u>
Complaint and Appeal Forms	Complaints and appeals under this policy shall be submitted in writing on a form provided by the District. Copies of any documents that support the complaint should be attached to the complaint form. If the employee does not have copies of these documents, they may be presented at the Level One conference. After the Level One conference, no new documents may

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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.

Resolution

If at any level of the grievance process the grievant is granted the relief he or she has requested, the grievance shall be deemed resolved, and a copy of the written resolution shall be provided to the grievant. A resolved grievance may not be appealed to the next level of the process and shall be considered closed.

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.

Burden of Proof

In a grievance, the burden of proof is on the grievant.

Hearing Protocol

Hearings shall be conducted in a fair and impartial manner. The hearing officer shall maintain the integrity of the hearing environment.

Level One

Complaint forms must be filed:

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

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

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

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

The appropriate administrator shall investigate as necessary and schedule a conference with the employee within ~~ten~~ 10 days after

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receipt of the written complaint. The administrator may set reasonable time limits for the conference.

Absent extenuating circumstances, the administrator shall provide the employee a written response within ~~ten~~ 10 days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.

Level Two

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

The appeal notice must be filed in writing, on a form provided by the District, within ~~ten~~ 10 days of the date of the written Level One response or, if no response was received, within ~~ten~~ 10 days of the Level One response deadline.

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

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the employee at Level One.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The ~~Superintendent or designee~~ Level Two administrator shall schedule a conference within ~~ten~~ 10 days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One. At the conference, the employee may provide information concerning any documents or information relied upon by the administration for the Level One decision. The ~~Superintendent or designee~~ Level Two administrator may set reasonable time limits for the conference.

The ~~Superintendent or designee~~ Level Two administrator shall provide the employee a written response within ~~ten~~ 10 days following the conference. The written response shall set forth the basis of the

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decision. In reaching a decision, the ~~Superintendent or designee~~ Level Two administrator may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the ~~Superintendent or designee~~ Level Two administrator 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~~ request a conference with the Superintendent to appeal the Level Two decision.

The appeal notice must be filed in writing, on a form provided by the District, within ~~ten~~ 10 days of the date of the written Level Two response or, if no response was received, within ~~ten~~ 10 days of the Level Two response deadline.

After receiving notice of the appeal, the Level Two administrator shall prepare and forward a record of the Level Two appeal to the Level Three administrator. ~~The Superintendent or designee shall inform the employee of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.~~

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

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. The written response issued at Level Two and any attachments.
4. All other documents relied upon by the ~~administration~~ Level Two administrator in reaching the Level Two decision.

The Level Three administrator 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 Two. At the conference, the employee may provide information concerning any documents or information relied upon by the administration for the Level One and Level Two decisions. The Level Three administrator may set reasonable time limits for the conference.

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The Level Three 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 Level Three administrator may consider the Level One and Level Two records, information provided at the Level Three conference, and any other relevant documents or information the Level Three administrator believes will help resolve the complaint.

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

~~-except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the employee notice of the nature of the evidence at least three days before the hearing.~~

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

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

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

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

Level Four

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

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The appeal notice must be filed in writing, on a form provided by the District, within 10 days of the date of the written Level Three response or, if no response was received, within 10 days of the Level Three response deadline.

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

The Level Three record shall include:

1. The Level One record.
2. The Level Two record.
3. The notice of appeal from Level Two to Level Three.
4. The written response issued at Level Three and any attachments.
5. All other documents relied upon by the administration in reaching the Level Three decision.

The appeal shall be limited to the issues and documents considered at Level Three, except that if at the Level Four hearing the administration intends to rely on evidence not included in the Level Three 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 Four presentation. The Level Four presentation, including the presentation by the employee or the employee's representative, any presentation from the administration, and questions from the Board

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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 Three.

PROPOSED REVISIONS

Retaining current grievance procedures through DOI exemption and adding Level 4 appeal process

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

Complaints

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

Other Complaint Processes

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

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,

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evaluation, educational placement, or discipline of a student with a disability, shall be submitted in accordance with EHBAE, FOF, and the procedural safeguards handbook provided to parents of all students referred to special education.

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

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

**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, the Level ~~Two~~ Three decision is final and may not be appealed to the Board.

**Discipline Placement
Complaints**

A complaint or an appeal concerning the duration of a student's placement in in-school suspension (ISS) or the District's disciplinary alternative education program (DAEP) shall be addressed in accordance with the District Student Code Of Conduct.

**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.

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	Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.
Formal Process	A student or parent may initiate the formal process described below by timely filing a written complaint form. Even after initiating the formal complaint process, students and parents are encouraged to seek informal resolution of their concerns. A student or parent whose concerns are resolved may withdraw a formal complaint at any time. The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or “mini-trial” at any level.
Freedom from Retaliation	Neither the Board nor any District employee shall unlawfully retaliate against any student or parent for bringing a concern or complaint.
General Provisions	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 post-marked 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. <u>A grievance form that is incomplete must be refiled within five days of the date the grievance form was returned to the grievant, with all the requested information, in order for the grievance form to be considered timely and a hearing to be scheduled.</u> <u>All time limits for filing grievances shall be strictly followed. However, upon mutual agreement between the grievant and the designated administrator, the deadlines may be extended.</u> <u>If the grievant fails to meet the deadlines, including agreed upon extensions, the grievance shall be dismissed. If the District fails to meet the deadlines, including agreed upon extensions, the grievance is advanced to the next level.</u>
Filing	
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.

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Response	At Levels One, Two , and Two <u>Three</u> , “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 post-marked by U.S. Mail on or before the deadline.
Days	“Days” shall mean District business days, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is “day zero.” The following business day is “day one.”
Representative	“Representative” shall mean any person who or organization that is designated by the student or parent to represent the student or parent in the complaint process. A student may be represented by an adult at any level of the complaint. The student or parent may designate a representative through written notice to the District at any level of this process. If the student or parent designates a representative with fewer than three days’ notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District’s counsel. The District may be represented by counsel at any level of the process.
Consolidating Complaints	Complaints arising out of an event or a series of related events shall be addressed in one complaint. A student or parent shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.
Untimely Filings	All time limits shall be strictly followed unless modified by mutual written consent. If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the student or parent, at any point during the complaint process. The student or parent may appeal the dismissal by seeking review in writing within ten <u>10</u> 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.
<u>Failure to Appear</u>	<u>If the grievant and/or the representative fail to appear at any level (Level I, II, III or IV) hearing, the grievance shall be denied, and the decision shall be rendered in favor of the District.</u>

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	<u>If the District representative fails to appear at a Level I hearing, the grievance shall advance to a Level II grievance.</u> <u>If the District representative fails to appear at a Level II hearing, the grievance shall advance to the next level. Within five days from the date of the previously scheduled Level II hearing, exhibits may be submitted to the designated administrator to be part of the Level III grievance process only if exhibits were not able to be submitted at the Level II due solely to the District's failure to appear. The grievant may also request to have the Level II grievance hearing rescheduled within five days.</u> <u>Extenuating circumstances shall be given consideration in all cases for the grievant and the administration.</u>
Complaint and Appeal Forms	Complaints and appeals under this policy shall be submitted in writing on a form provided by the District. Copies of any documents that support the complaint should be attached to the complaint form. If the student or parent does not have copies of these documents, copies may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the student or parent unless the student or parent did not know the documents existed before the Level One conference. A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refiling is within the designated time for filing.
<u>Resolution</u>	<u>If at any level of the grievance process the grievant is granted the relief he or she has requested, the grievance shall be deemed resolved, and a copy of the written resolution shall be provided to the grievant. A resolved grievance may not be appealed to the next level of the process and shall be considered closed.</u>
<u>Burden of Proof</u>	<u>In a grievance, the burden of proof is on the grievant.</u>
<u>Hearing Protocol</u>	<u>Hearings shall be conducted in a fair and impartial manner. The hearing officer shall maintain the integrity of the hearing environment.</u>
Level One	Complaint forms must be filed: 1. Within 15 days of the date the student or parent first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and 2. With the lowest level administrator who has the authority to remedy the alleged problem.

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In most circumstances, students and parents shall file Level One complaints with the campus principal.

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

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

The appropriate administrator shall investigate as necessary and schedule a conference with the student or parent within ~~ten~~ 10 days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

Absent extenuating circumstances, the administrator shall provide the student or parent a written response within ~~ten~~ 10 days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.

Level Two

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

The appeal notice must be filed in writing, on a form provided by the District, within ~~ten~~ 10 days of the date of the written Level One response or, if no response was received, within ~~ten~~ 10 days of the Level One response deadline.

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

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the student or parent at Level One.
3. The written response issued at Level One and any attachments.

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4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The ~~Superintendent or designee~~ Level Two administrator shall schedule a conference within ~~ten~~ 10 days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One. At the conference, the student or parent may provide information concerning any documents or information relied upon by the administration for the Level One decision. The ~~Superintendent or designee~~ Level Two administrator may set reasonable time limits for the conference.

The ~~Superintendent or designee~~ Level Two administrator shall provide the student or parent a written response within ~~ten~~ 10 days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the ~~Superintendent or designee~~ Level Two administrator may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the ~~Superintendent or designee~~ Level Two administrator 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

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 request a conference with the Superintendent to appeal the Level Two decision ~~to the Board~~.

The appeal notice must be filed in writing, on a form provided by the District, within ~~ten~~ 10 days of the date of the written Level Two response or, if no response was received, within ~~ten~~ 10 days of the Level Two response deadline.

After receiving notice of the appeal, the Level Two administrator shall prepare and forward a record of the Level Two appeal to the Level Three administrator. The Superintendent or designee shall inform the student or parent of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The Superintendent or designee shall provide the Board the record of the Level Two appeal.

The student or parent may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.

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2. The notice of appeal from Level One to Level Two.
3. The written response issued at Level Two and any attachments.
4. All other documents relied upon by the ~~administration~~ Level Two administrator in reaching the Level Two decision.

The Level Three administrator shall schedule a conference within 10 days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One and Level Two and identified in the Level Three appeal notice. At the conference, the student or parent may provide information concerning any documents or information relied upon by the administration for the Level Two decision. The Level Three administrator may set reasonable time limits for the conference.

The Level Three 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 Level Three administrator may consider the Level One and Level Two records, information provided at the Level Three conference, and any other relevant documents or information the Level Three administrator believes will help resolve the complaint.

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

~~, except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the student or parent notice of the nature of the evidence at least three days before the hearing.~~

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

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

~~In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the student or parent or the student's representative, any~~

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~~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.~~

Level Four

With the exception of complaints regarding extracurricular activities, described above, if the student or parent did not receive the relief requested at Level Three 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 10 days of the date of the written Level Three response or, if no response was received, within 10 days of the Level Three response deadline.

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

The Level Three record shall include:

1. The Level One record.
2. The Level Two record.
3. The notice of appeal from Level Two to Level Three.
4. The written response issued at Level Three and any attachments.
5. All other documents relied upon by the administration in reaching the Level Three decision.

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

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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 Four presentation. The Level Four 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 Three.

PROPOSED POLICY

Retaining current grievance procedures through DOI exemption and adding Level 4 appeal process

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

Complaints

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

Other Complaint Processes

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

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

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

Guiding Principles

Informal Process

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

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

Formal Process

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

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

The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board

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	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	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.
Filing	<u>A grievance form that is incomplete must be refiled within five days of the date the grievance form was returned to the grievant, with all the requested information, in order for the grievance form to be considered timely and a hearing to be scheduled.</u> <u>All time limits for filing grievances shall be strictly followed. However, upon mutual agreement between the grievant and the designated administrator, the deadlines may be extended.</u> <u>If the grievant fails to meet the deadlines, including agreed upon extensions, the grievance shall be dismissed. If the District fails to meet the deadlines, including agreed upon extensions, the grievance is advanced to the next level.</u>
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, <u>Two</u> , and Two <u>Three</u> , “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.”

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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 <u>10</u> 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.
<u>Failure to Appear</u>	<u>If the grievant and/or the representative fail to appear at any level (Level I, II, III or IV) hearing, the grievance shall be denied, and the decision shall be rendered in favor of the District.</u> <u>If the District representative fails to appear at a Level I hearing, the grievance shall advance to a Level II grievance.</u> <u>If the District representative fails to appear at a Level II hearing, the grievance shall advance to the next level. Within five days from the date of the previously scheduled Level II hearing, exhibits may be submitted to the designated administrator to be part of the Level III grievance process only if exhibits were not able to be submitted at the Level II due solely to the District’s failure to appear. The grievant may also request to have the Level II grievance hearing rescheduled within five days.</u> <u>Extenuating circumstances shall be given consideration in all cases for the grievant and the administration.</u>

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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 refile is within the designated time for filing.

Resolution

If at any level of the grievance process the grievant is granted the relief he or she has requested, the grievance shall be deemed resolved, and a copy of the written resolution shall be provided to the grievant. A resolved grievance may not be appealed to the next level of the process and shall be considered closed.

Burden of Proof

In a grievance, the burden of proof is on the grievant.

Hearing Protocol

Hearings shall be conducted in a fair and impartial manner. The hearing officer shall maintain the integrity of the hearing environment.

Level One

Complaint forms must be filed:

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

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

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

The appropriate administrator shall investigate as necessary and schedule a conference with the individual within ~~ten~~ 10 days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

Absent extenuating circumstances, the administrator shall provide the individual a written response within ~~ten~~ 10 days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.

Level Two

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

The appeal notice must be filed in writing, on a form provided by the District, within ~~ten~~ 10 days of the date of the written Level One response or, if no response was received, within ~~ten~~ 10 days of the Level One response deadline.

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

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the individual at Level One.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The Superintendent ~~or designee~~ shall schedule a conference within ~~ten~~ 10 days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One. At the conference, the individual may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Superintendent ~~or designee~~ may set reasonable time limits for the conference.

The Superintendent ~~or designee~~ shall provide the individual a written response within ~~ten~~ 10 days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Superintendent ~~or designee~~ may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Superintendent ~~or designee~~ believes will help resolve the complaint.

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

Level Three

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

The appeal notice must be filed in writing, on a form provided by the District, within ~~ten~~ 10 days of the date of the written Level Two response or, if no response was received, within ~~ten~~ 10 days of the Level Two response deadline.

After receiving notice of the appeal, the Level Two administrator shall prepare and forward a record of the Level Two appeal to the Level Three administrator. ~~The Superintendent or designee shall inform the individual of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.~~

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

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. The written response issued at Level Two and any attachments.
4. All other documents relied upon by the ~~administration~~ Level Two administrator in reaching the Level Two decision.

The Level Three administrator 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 Two. At the conference, the individual may provide information concerning any documents or information relied upon by the administration for the Level One and Level Two decisions. The Level Three administrator may set reasonable time limits for the conference.

The Level Three administrator 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 and Level Two records, information provided at the Level Three conference, and any other relevant documents or information the Level Three administrator believes will help resolve the complaint.

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

~~, 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.~~

Level Four

If the individual did not receive the relief requested at Level Three 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 10 days of the date of the written Level Three response or, if no response was received, within 10 days of the Level Three response deadline.

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

The Level Three record shall include:

1. The Level One record.
2. The Level Two record.
3. The notice of appeal from Level Two to Level Three.
4. The written response issued at Level Three and any attachments.
5. All other documents relied upon by the administration in reaching the Level Three decision.

The appeal shall be limited to the issues and documents considered at Level Three, except that if at the Level Four hearing the administration intends to rely on evidence not included in the Level Three 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 Four presentation. The Level Four 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 Three.



(LOCAL) Policy Comparisons

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

In this packet, you will find:

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

Annotations are shown as follows:

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

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

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

Contact us:

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

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

Reasons

The Board's decision not to renew the Superintendent's contract shall not be based on the Superintendent's exercise of Constitutional rights or based unlawfully on race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law. Reasons for the nonrenewal of the Superintendent's contract shall be:

1. Deficiencies pointed out in evaluations, supplemental memoranda, or other communications.
2. Failure to fulfill duties or responsibilities.
3. Incompetency or inefficiency in the performance of duties.
4. Insubordination or failure to comply with Board directives.
5. Failure to comply with Board policies or administrative regulations.
6. Failure of the District to make measurable progress toward the goals stated in the District improvement plan. [See BQ]
7. Conducting personal business during school hours when it results in neglect of duties.
8. Drunkenness or excessive use of alcoholic beverages; or possession, use, or being under the influence of alcohol or alcoholic beverages while on District property, while working in the scope of the employee's duties, or while attending any school- or District-sponsored activity.
9. The illegal possession, use, manufacture, or distribution of a controlled substance, a drug, a dangerous drug, hallucinogens, or other substances regulated by state statutes.
10. Failure to meet the District's standards of professional conduct.
11. Failure to report to the Board any arrest, indictment, conviction, no contest or guilty plea, or other adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL). [See DH]
12. Conviction of or deferred adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL); or conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony. [See DH]
13. Failure to comply with reasonable District requirements regarding advanced coursework or professional improvement and growth.

14. Disability, not otherwise protected by law, that prevents the Superintendent from performing the essential functions of the job, [with or without reasonable accommodation](#).
15. Any activity, school-connected or otherwise, that, because of publicity given it or knowledge of it among students, faculty, or the community, impairs or diminishes the Superintendent's effectiveness in the District.
16. Any breach by the Superintendent of an employment contract or any reason specified in the Superintendent's employment contract.
17. Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, staff, or the Board.
18. Behavior that presents a danger of physical harm to a student or other individuals.
19. Assault on a person on District property or at a school-related function, or on an employee, student, or student's parent regardless of time or place.
20. Use of profanity in the course of performing any duties of employment, whether on or off District premises, in the presence of students, staff, or members of the public, if reasonably characterized as unprofessional.
21. Falsification of records or other documents related to the District's activities.
22. Falsification or omission of required information on an employment application.
23. Misrepresentation of facts to the Board or other District officials in the conduct of District business.
24. Failure to fulfill or maintain requirements for Superintendent certification, unless granted a waiver by the commissioner of education.
25. Any attempt to encourage or coerce a child to withhold information from the child's parent or from other District personnel.
26. Any reason that makes the employment relationship void or voidable, such as a violation of federal, state, or local law.
27. [Engaging in or assigning to another individual, whether intentionally or knowingly, an instruction, guidance, activities, or programming prohibited by law. \[See EMB\]](#)

28. Engaging in or assigning to another individual, whether intentionally or knowingly, diversity, equity, and inclusion duties prohibited by law.

~~27-29.~~ Any reason constituting good cause for terminating the contract during its term.

**Notice of Proposed
Nonrenewal**

If the Board determines that the Superintendent's contract should be considered for nonrenewal, the Board shall deliver to the Superintendent written notice of the proposed nonrenewal in accordance with law.

Request for Hearing

If the Superintendent desires a hearing after receiving notice of the proposed nonrenewal, the Superintendent shall file a written request with the commissioner for an independent hearing examiner, and provide the Board a copy of the request, not later than the 15th day after the date the Superintendent received the notice of proposed nonrenewal.

Hearing Examiner

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

Board Decision

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

No Hearing

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

FISCAL MANAGEMENT GOALS AND OBJECTIVES
FINANCIAL ETHICS

CAA
(LOCAL)

All Board members, employees, vendors, contractors, agents, consultants, volunteers, and any other parties who are involved in the District's financial transactions shall act with integrity and diligence in duties involving the District's fiscal resources.

Note: See the following policies and/or administrative regulations regarding conflicts of interest, ethics, and financial oversight:

- Code of ethics:
 - for Board members — BBF
 - for employees — ~~DH~~DHA
- Financial conflicts of interest:
 - for public officials — BBFA
 - for all employees — DBD
 - for vendors — CHE
- Compliance with state and federal grant and award requirements: CB, CBB
- Financial conflicts and gifts and gratuities regarding federal funds: CB, CBB
- Systems for monitoring the District's investment program: CDA
- Budget planning and evaluation: CE
- Compliance with accounting regulations: CFC
- Activity fund management: CFD
- Criminal history record information for employees: DBAA, DC
- Disciplinary action for fraud by employees: DCD, DCE, and DF series

Fraud and Financial Impropriety

The District prohibits fraud and financial impropriety, as defined below, in the actions of its Board members, employees, vendors, contractors, agents, consultants, volunteers, and others seeking or maintaining a business relationship with the District.

Definition

Fraud and financial impropriety shall include but not be limited to:

1. Forgery or unauthorized alteration of any document or account belonging to the District.

FISCAL MANAGEMENT GOALS AND OBJECTIVES
FINANCIAL ETHICS

CAA
(LOCAL)

2. Forgery or unauthorized alteration of a check, bank draft, or any other financial document.
3. Misappropriation of funds, securities, supplies, or other District assets, including employee time.
4. Impropriety in the handling of money or reporting of District financial transactions.
5. Profiteering as a result of insider knowledge of District information or activities.
6. Unauthorized disclosure of confidential or proprietary information to outside parties.
7. Unauthorized disclosure of investment activities engaged in or contemplated by the District.
8. Accepting or seeking anything of material value from contractors, vendors, or other persons providing services or materials to the District, except as otherwise permitted by law or District policy. [See CB, DBD]
9. Inappropriately destroying, removing, or using records, furniture, fixtures, or equipment.
10. Failure to provide financial records required by federal, state, or local entities.
11. Failure to disclose conflicts of interest as required by law or District policy.
12. Any other dishonest act regarding the finances of the District.
13. Failure to comply with requirements imposed by law, the awarding agency, or a pass-through entity for state and federal awards.

**Financial Controls
and Oversight**

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

Fraud Prevention

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

Reports

Any person who suspects fraud or financial impropriety in the District shall report the suspicions immediately to a person with authority to investigate the suspicions, including any supervisor, the chief internal auditor, the Superintendent, the Board President, or local law enforcement. The internal audit fraud hotline is also available for reporting fraud. The Superintendent shall report all sus-

FISCAL MANAGEMENT GOALS AND OBJECTIVES
FINANCIAL ETHICS

CAA
(LOCAL)

pected fraud to the chief internal auditor and may order investigations as appropriate.

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

*Protection from
Retaliation*

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

Fraud Investigations

The chief internal auditor shall promptly investigate reports of potential fraud or financial impropriety.

Response

If an investigation substantiates a report of fraud or financial impropriety, the chief internal auditor shall promptly inform the Superintendent, appropriate administrators, and the Board of the report, the investigation, and any responsive action taken by the chief internal auditor.

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

When circumstances warrant, the chief internal auditor shall refer matters to appropriate law enforcement or regulatory authorities. In cases involving monetary loss to the District, the District may seek to recover lost or misappropriated funds.

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

Federal Awards
Disclosure

In connection with federal awards, the District shall promptly disclose in writing whenever the District has credible evidence of the commission of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in federal law, including the Civil False Claims Act. This provision applies to any activities or subawards of a federal award. [See CBB]

Analysis of Fraud

After any investigation substantiates a report of fraud or financial impropriety, the chief internal auditor shall analyze conditions or

FISCAL MANAGEMENT GOALS AND OBJECTIVES
FINANCIAL ETHICS

CAA
(LOCAL)

factors that may have contributed to the fraudulent or improper activity and shall provide advice, opinions, and recommendations to the Superintendent and the Board. The Superintendent shall ensure that appropriate administrative procedures are developed and implemented to prevent future misconduct. These measures shall be presented to the Board for review.

EMPLOYMENT PRACTICES

DC
(LOCAL)

Personnel Duties	The Superintendent shall define the qualifications, duties, and responsibilities of all positions and shall ensure that job descriptions are current and accessible to employees and supervisors.
Posting Vacancies	The Superintendent or designee shall establish guidelines for advertising employment opportunities and posting notices of vacancies. These guidelines shall advance the Board's commitment to equal opportunity employment and to recruiting well-qualified candidates. Current District employees may apply for any vacancy for which they have appropriate qualifications.
Applications	All applicants shall complete the application form supplied by the District. Information on applications shall be confirmed before a contract is offered for a contractual position and before hiring or as soon as possible thereafter for a noncontractual position. [For information related to the evaluation of criminal history records, see DBAA.]
Employment of Contractual Personnel	The Superintendent has sole authority to make recommendations to the Board regarding the selection of contractual personnel. The Board retains final authority for employment of contractual personnel. [See DCA, DCB, DCC, and DCE as appropriate]
Employment of Noncontractual Personnel	Note: For employment of a bus driver related to a Board member or the Superintendent, see DBE(LEGAL). The Board delegates to the Superintendent final authority to employ and dismiss noncontractual employees on an at-will basis. [See DCD]
Employment Assistance Prohibited	No District employee shall assist another employee of the District or of any school district in obtaining a new job if the employee knows, or has probable cause to believe, that the other employee engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition. [See CJ for prohibitions relating to contractors and agents and DH (EXHIBIT DHA(LEGAL) for the Educators' Code of Ethics.]

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

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

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

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

**Violations of
Standards of
Conduct**

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

Weapons Prohibited

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

Exceptions

No violation of this policy occurs when:

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

**Electronic
Communication**

Use with Students

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

Unless an exception has been made in accordance with the employee handbook or other administrative regulations, an employee

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

shall not use a personal electronic communication platform, application, or account to communicate with currently enrolled students.

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

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

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

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

Personal Use	All employees shall be held to the same professional standards in their public use of electronic communication as for any other public conduct. If an employee's use of electronic communication violates state or federal law or District policy, or interferes with the employee's ability to effectively perform his or her job duties, the employee is subject to disciplinary action, up to and including termination of employment.
Reporting Improper Communication	In accordance with administrative regulations, an employee shall notify his or her supervisor when a student engages in improper electronic communication with the employee.
Disclosing Personal Information	An employee shall not be required to disclose his or her personal email address or personal phone number to a student.

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

Prohibited Classroom Instruction or Activities	An employee is prohibited from intentionally or knowingly engaging in or assigning to another individual instruction, guidance, activities, or programming prohibited by law [see EMB].
Prohibited Diversity, Equity, and Inclusion Duties	An employee shall be subject to disciplinary action, including termination of employment, if the employee, intentionally or knowingly: • Engages in diversity, equity, and inclusion (DEI) duties. • Assigns to another individual DEI duties. [See BT(LEGAL)]
Social Transitioning	An employee shall be prohibited from assisting a District student with social transitioning, as the term is defined in law. This prohibition includes providing any information to a District student about social transitioning or guidelines intended to assist a District student with social transitioning.
Safety Requirements	Each employee shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor.
Harassment or Abuse	An employee shall not engage in prohibited harassment, including sexual harassment, of: 1. Other employees. [See DIA] 2. Students. [See FFH; see FFG regarding child abuse and neglect.] While acting in the course of employment, an employee shall not engage in prohibited harassment, including sexual harassment, of other persons, including Board members, vendors, contractors, volunteers, or parents. An employee shall report child abuse or neglect as required by law. [See FFG]
Relationships with Students	An employee shall not form romantic or other inappropriate social relationships with students. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. As required by law, the District shall notify the parent of a student with whom a District employee or person acting as a service provider for the District is alleged to have engaged in certain misconduct. [See FFF for parent notification requirements and DHB and DHC for reporting requirements.]

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

**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

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

3. Possesses a controlled substance or drug that a licensed physician has prescribed for the employee's child or other individual for whom the employee is a legal guardian.

Sanctions

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

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

Notice

Employees shall receive a copy of this policy.

**Arrests, Indictments,
Convictions, and
Other Adjudications**

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

1. Crimes involving school property or funds;
2. Crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
3. Crimes that occur wholly or in part on school property or at a school-sponsored activity; or
4. Crimes involving moral turpitude, which include:
 - Dishonesty; fraud; deceit; theft; misrepresentation;
 - Deliberate violence;
 - Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor;
 - Felony possession or conspiracy to possess, or any misdemeanor or felony transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any controlled substance defined in Chapter 481 of the Health and Safety Code;
 - Felony driving while intoxicated (DWI); or
 - Acts constituting abuse or neglect under the Texas Family Code.

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

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.

PERSONNEL POSITIONS

DP
(LOCAL)

**Principal
Qualifications**

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

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

School Counselors

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

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

PERSONNEL POSITIONS
PRINCIPALS

DPA
(LOCAL)

Qualifications

In addition to the minimal education and certification requirements established in the job description, a principal shall have at least:

1. Working knowledge of curriculum and instruction;
2. The ability to evaluate instructional program and teaching effectiveness;
3. The ability to manage budgets and personnel and to coordinate campus functions;
4. The ability to implement policy and procedures;
5. The ability to interpret data;
6. Strong communications, public relations, and interpersonal skills;
7. Prior experience in instructional leadership roles; and
8. Other qualifications deemed necessary by the Board and included in the job description.

PERSONNEL POSITIONS
OTHER PERSONNEL POSITIONS

DPB
(LOCAL)

School Counselors

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

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

SPECIAL PROGRAMS
GIFTED AND TALENTED STUDENTS

EHBB
(LOCAL)

Referral

Students may be referred for the gifted and talented program at any time by teachers, school counselors, parents, or other interested persons.

Screening and
Identification
Process

The District shall provide assessment opportunities to complete the screening and identification process for referred students at least once per school year.

The District shall schedule a gifted and talented program awareness session for parents that provides an overview of the identification procedures and services for the program prior to beginning the screening and identification process.

Parental Consent

The District shall obtain written parental consent before any special testing or individual assessment is conducted as part of the screening and identification process. All student information collected during the screening and identification process shall be an educational record, subject to the protections set out in policies at FL.

Selection

Identification
Criteria

The Board-approved program for the gifted and talented shall establish criteria to identify gifted and talented students. The criteria shall be specific to the state definition of gifted and talented and shall ensure the fair assessment of students with special needs, such as the culturally different, the economically disadvantaged, and students with disabilities.

Assessments

Data collected through both objective and subjective assessments shall be measured against the criteria approved by the Board to determine individual eligibility for the program. Assessment tools may include, but are not limited to, the following: achievement tests, intelligence tests, creativity tests, behavioral checklists completed by teachers and parents, student/parent conferences, and available student work products.

*Selection Matrix
or Threshold
System*

If the selection process relies on a matrix or threshold system, the use of a scoring value based on race, ethnicity, sex, socioeconomic status, or disability shall be prohibited.

Placement
Committee

A placement committee shall evaluate each referred student according to the established criteria and shall identify those students for whom placement in the gifted and talented program is the most appropriate educational setting. The committee shall be composed of at least three professional educators who have received training in the nature and needs and identification of gifted students, as required by law.

Notification

The District shall provide written notification to parents of students who qualify for services through the District's gifted and talented program. Participation in any program or services provided for

SPECIAL PROGRAMS
GIFTED AND TALENTED STUDENTS

EHBB
(LOCAL)

gifted students shall be voluntary, and the District shall obtain written permission from the parents before placing a student in a gifted and talented program.

Reassessment

If the District reassesses students in the gifted and talented program, the reassessment shall be based on a student's performance in response to services and shall occur no more than once in elementary grades, once in middle school grades, and once in high school grades.

Transfer Students

Interdistrict

When a student identified as gifted by a previous school district enrolls in the District, the placement committee shall review the student's records and conduct assessment procedures when necessary to determine if placement in the District's program for gifted and talented students is appropriate.

[See FDD(LEGAL) for information regarding transfer students and the Interstate Compact on Educational Opportunities for Military Children]

Intradistrict

A student who transfers from one campus in the District to the same grade level at another District campus shall continue to receive services in the District's gifted and talented program.

Furloughs

The District may place on a furlough any student who is unable to maintain satisfactory performance or whose educational needs are not being met within the structure of the gifted and talented program. A furlough may be initiated by the District, the parent, or the student.

In accordance with the Board-approved program, a furlough shall be granted for specified reasons and for a specified period of time. At the end of a furlough, the student may reenter the gifted and talented program, be placed on another furlough, or be exited from the program.

Exit Provisions

The District shall monitor student performance in response to gifted and talented program services. If at any time the placement committee or a parent determines the program is not meeting the student's educational needs, the committee shall meet with the parent and student before finalizing an exit decision.

Appeals

A parent, student, or educator may appeal any final decision of the placement committee regarding services in the gifted and talented program. Appeals shall be made first to the placement committee. Any subsequent appeals shall be made in accordance with FNG(LOCAL) beginning at Level Two.

Program Evaluation

The District shall annually evaluate the effectiveness of the District's gifted and talented program, and the results of the evaluation

SPECIAL PROGRAMS
GIFTED AND TALENTED STUDENTS

EHBB
(LOCAL)

shall be used to modify and update the District and campus improvement plans. The District shall include parents in the evaluation process and shall share the information with Board members, administrators, teachers, school counselors, students in the gifted and talented program, and the community.

Funding

The Superintendent shall develop administrative procedures to ensure that 100 percent of the state funds allocated for the gifted and talented program are spent providing for and enhancing the District's program and that a method accounting for expenditures related to the gifted and talented program is established and aligns with the Texas Education Agency's financial compliance guidance.

**Community
Awareness**

The District shall ensure that information about the District's gifted and talented program is available to parents and community members and that they have an opportunity to develop an understanding of and support for the program.

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

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

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

For purposes of this policy, misconduct is defined as an individual's **alleged**:

1. **Alleged** abuse or commission of an otherwise unlawful act with a student ~~or involvement in~~;
2. **Involvement in or soliciting** a romantic relationship, or soliciting or engaging in sexual contact, **with a student**;
3. **Engaging in inappropriate communications with a student**; or
- ~~4.~~ **Failing to maintain appropriate boundaries** with a student.

Notice of Suspected Criminal Offense

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

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

PROPOSED REVISIONS

Valedictorian and Salutatorian

To be considered for valedictorian or salutatorian, a student shall have been in attendance in the District for three semesters immediately preceding the completion of all graduation requirements. The student must also graduate under either the Recommended Program or the Advanced/Distinguished Achievement Program and must remain in good standing according to the District's Student Code of Conduct. If a student enrolls in a university course(s) following the completion of graduation requirements, he or she shall maintain his or her senior status and shall be considered for valedictorian or salutatorian if the following requirements are met:

1. A senior student shall apply for the current academic year.
2. Courses shall be preapproved and shall be completed at a four-year university campus.
3. A student may receive high school credit and weighted grade points upon submission of a college transcript, a university grade, and/or a credit report to his or her counselor in accordance with EHDD(LOCAL).

Grade Point Averages

High school students shall have the opportunity to select courses based on three levels of difficulty: Advanced Placement/Dual Credit, Pre-Advanced Placement, and Regular. Beginning, with the 2013–14 school year, the following weighted grade point system shall be used to determine the equivalent grade point of high school students:

	AP/Dual Credit	Pre-AP	Regular
90–100	5	4.5	4
80–89	4	3.5	3
70–79	3	2.5	2
Below 70	0	0	0

Grades earned prior to the 2013–14 school year shall be weighted according to the applicable grade point system in place at the time the coursework was completed.

A middle school student who takes an approved high school course in middle school shall receive high school grade points at the same level that a high school student would receive who takes the same course in high school. Local procedures shall outline the process for District-approved high school courses in middle school.

Restrictions

ACADEMIC ACHIEVEMENT
CLASS RANKING

EIC
(LOCAL)

Grade points shall not be awarded for correspondence courses, credit by examination with prior instruction, or credit by examination without prior instruction.

Class Rank

Class rank shall be based on the cumulative grade point average (GPA) in grade 9. Grade points for middle school students who take high school courses shall be reflective of successful completion of the high school course(s) included in their high school cumulative GPA once they enter grade 9.

For purposes of admission to a general academic teaching institution, rank in class shall be computed for students in grades 9–12 who complete all state regular content requirements.

**Local Graduation
Honors**

Beginning with the graduating class of 2027, for the purpose of determining honors to be conferred during graduation activities, the District shall calculate class rank in accordance with this policy and administrative regulations by using grades available at the time of calculation at the end of the fall semester of the senior year.

For the purpose of applications to institutions of higher education, the District shall also calculate class rank as required by state law. The District's eligibility criteria for local graduation honors shall apply only for local recognitions and shall not restrict class rank for the purpose of automatic admission under state law. [See EIC(LE-GAL)]

Grand Prairie ISD Board of Trustees

CREATE.
EMPOWER.
LEAD.

☒ Information

☐ Action

☐ Consent

Topic: Summer Program Update

Submitted by: Dr. Angela Herron, Chief of Teaching and Learning, and Kasie Roden, Executive Director of Advanced Academics/GT and STEM

Approved for Transmittal: 

Board Meeting Date: 07/16/2026

Recommendation:

The Administration is providing an informational update on GPISD's 2026 summer programming, showcasing the District's commitment to meeting the diverse needs and interests of students through more than 60 camps and learning experiences in academics, sports, STEM, technology, CTE, CCMR, credit recovery, fine arts, Special Education, and Bilingual/ESL.

Rationale:

Grand Prairie ISD's summer programming is designed to extend learning beyond the traditional school year by providing high-quality academic, enrichment, athletic, and specialized experiences that support student achievement, engagement, and readiness. This presentation highlights the District's ongoing commitment to meeting the diverse needs of all learners.

Budget Information:

N/A

Board Policy Reference and Compliance:

EHAA(LEGAL)