



Agenda for Board of Trustees Meeting Tornillo Independent School District

Meeting Date: Wednesday, November 19, 2025

Meeting Type: Regular

Meeting Time: 5:30 PM

Meeting Location: W.E. Neill Service Center, 19210 Cobb, Tornillo, TX 79853

Disclaimer

This meeting will be conducted in accordance with the Texas Open Meetings Act; hence, the **public is welcomed and invited to attend**. When necessary, the Board may enter into *closed session* under the authority of Chapter 551 of the Texas Government Code.

Public comments related to the agenda items listed for this meeting shall be handled as follows: If you would like to sign up for public comment, please submit the following information to aguilarr@tisd.us: (1) your name, (2) contact information, and (3) specify the item(s) you would like to comment upon prior to the board's deliberation. For more information about public comment, see Policy BED.

All voting will be done in open session.

Items on the Agenda: The subjects (order may be changed) to be discussed, considered, or upon which any formal action may be taken are listed below.

1. **(OTHER) First Order of Business**
Ms. Marlene Bullard, Board President
 - A. Establish a quorum and call the meeting to order
 - B. Pledge of Allegiance to the United States
 - C. Texas Pledge of Allegiance
 - D. District Mission and Vision
2. **(OTHER) Superintendent's Report**
Mrs. Rosa Vega-Barrio, Superintendent
3. **(OTHER) District Recognitions**
 - A. 2025 Retirees
Ms. Lizeth Carroll, HR / Compliance Director
 - B. "Do Your Best" Student Recognitions - Senior CCMR Certifications
Mrs. Rosa Vega-Barrio, Superintendent
 - C. "Do Your Best" Staff Recognitions - 1st 9 Weeks Perfect Attendance
Mrs. Rosa Vega-Barrio, Superintendent
 - D. Staff Recognition
Mrs. Myrna Lopez, PK-8 Principal
4. **(OTHER) Open Forum**
Ms. Marlene Bullard, Board President
5. **Lone Star Governance**
 - A. **Student Outcome Monitoring:**
 1. Bilingual Program Update
Ms. Lizeth Carroll, HR / Compliance Director
 2. Credit Recovery Update
Mr. Alejandro Olvera, THS Principal
 3. TSIA 2 Update

	Mr. Alejandro Olvera, THS Principal	
B.	(Accountability 1) Review Board's Time Use Tracker Ms. Marlene Bullard, Board President	19
6.	(ADVOCACY) Community Engagement on Student Outcome Goals Ms. Marlene Bullard, Board President	
7.	(VISION Y) Information / Reports / Presentations	
A.	Financial Reports-Information Only Mr. Luis M. Guerra, Director of Finance	20
B.	2025-2026 Application for Bilingual Exception / ESL Waiver Ms. Lizeth Carroll, HR / Compliance Director	48
C.	Public Hearing on FIRST Ratings Mr. Luis M. Guerra, Director of Finance	53
8.	(VISION Y) Board Items	
A.	Consider Approval of 2025-2026 \$1000 One Time Lump Sum Payment Mr. Luis M. Guerra, Director of Finance	83
B.	Consider Approval of MOU between Tornillo ISD and Centro de Salud Familiar La Fe Mrs. Rosa Vega-Barrio, Superintendent	84
C.	Consideration and Approval of an Order Canvassing the Returns and Declaring the Results of the November 4, 2025, Tax Ratification Election Mr. Luis M. Guerra, Director of Finance	90
9.	(STRUCTURE) Consent Agenda (All items on the Consent Agenda shall be acted upon by one vote without separate discussion, unless a Board Member requests that an item be withdrawn for individual consideration)	
A.	Consider Approval of Minutes from Previous Meetings:	
1.	Regular Board Meeting Minutes - October 29, 2025	101
B.	Consider Approval of 2025-2026 Tax Ordinance Failed VATRE Mr. Luis M. Guerra, Director of Finance	107
C.	Consider Approval of Budget Amendments Mr. Luis M. Guerra, Director of Finance	109
D.	Consider Approval of Donations Mr. Luis M. Guerra, Director of Finance	110
E.	Consider Approval of Partnership with Region 11 for Blended Learning Professional Development and Coaching Mrs. Loretta Aguilar, Instructional Specialist - Technology	
F.	Consider Approval of TASB Policy Manual Update 126 (1st Reading) affecting the following (LOCAL) Policies: BE(LOCAL): BOARD MEETINGS BED(LOCAL): BOARD MEETINGS - PUBLIC PARTICIPATION CJ(LOCAL): CONTRACTED SERVICES CJA(LOCAL): CONTRACTED SERVICES - BACKGROUND CHECKS AND REQUIRED REPORTING CLE(LOCAL): BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT - REQUIRED DISPLAYS CQB(LOCAL): TECHNOLOGY RESOURCES - CYBERSECURITY CQD(LOCAL): TECHNOLOGY RESOURCES - ARTIFICIAL INTELLIGENCE CSA(LOCAL): FACILITY STANDARDS - SAFETY AND SECURITY CV(LOCAL): FACILITIES CONSTRUCTION DBD(LOCAL): EMPLOYMENT REQUIREMENTS AND RESTRICTIONS - CONFLICT OF INTEREST DEC(LOCAL): COMPENSATION AND BENEFITS - LEAVES AND ABSENCES DFBB(LOCAL): TERM CONTRACTS - NONRENEWAL DGBA(LOCAL): PERSONNEL-MANAGEMENT RELATIONS - EMPLOYEE COMPLAINTS/GRIEVANCES DH(LOCAL): EMPLOYEE STANDARDS OF CONDUCT EEP(LOCAL): INSTRUCTIONAL ARRANGEMENTS - LESSON PLANS EFA(LOCAL): INSTRUCTIONAL RESOURCES - INSTRUCTIONAL MATERIALS EHBAF(LOCAL): SPECIAL EDUCATION - VIDEO/AUDIO MONITORING EIA(LOCAL): ACADEMIC ACHIEVEMENT - GRADING/PROGRESS REPORTS TO PARENTS FA(LOCAL): PARENT RIGHTS AND RESPONSIBILITIES	117

FEF(LOCAL): ATTENDANCE - RELEASED TIME
FFAC(LOCAL): WELLNESS AND HEALTH SERVICES - MEDICAL TREATMENT
FFB(LOCAL): STUDENT WELFARE - CRISIS INTERVENTION
FFF(LOCAL): STUDENT WELFARE - STUDENT SAFETY
FFG(LOCAL): STUDENT WELFARE - CHILD ABUSE AND NEGLECT
FNG(LOCAL): STUDENT RIGHTS AND RESPONSIBILITIES - STUDENT AND PARENT
COMPLAINTS/GRIEVANCES
FO(LOCAL): STUDENT DISCIPLINE
GF(LOCAL): PUBLIC COMPLAINTS
GKA(LOCAL): COMMUNITY RELATIONS - CONDUCT ON SCHOOL PREMISES

Mrs. Rosa Vega-Barrio, Superintendent

10. **Next Meeting Tentative Date:** January 28, 2026

Adjournment of the Meeting



Rosa Vega-Barrio
Superintendent of Schools



2025 Tornillo ISD

Bilingual/ESL programs

Dual Language Immersion (DLI) One-Way English as a Second Language (ESL)

DLI-PreK through 5th grade
ESL-6th through 12th

Provides cognitive, social, and academic benefits by enhancing problem-solving skills, increasing cognitive flexibility, improving memory, and boosting multitasking abilities

Fosters greater cultural awareness and appreciation, leads to better communication skills, and can result in higher academic achievement and better job prospects later in life.

2025									
Grade Level	Tested	Beginning		Intermediate		Advanced		Advanced High	
All		20%		42%		32%		7%	
All	457	89		191		145		32	
K	38	71%	27	26%	10	3%	1	0%	0
1	33	48%	16	27%	9	21%	7	3%	1
2	38	39%	15	53%	20	8%	3	0%	0
3	40	15%	6	45%	18	35%	14	5%	2
4	48	8%	4	35%	17	50%	24	6%	3
5	35	6%	2	40%	14	46%	16	9%	3
6	25	8%	2	52%	13	36%	9	4%	1
7	34	3%	1	15%	5	59%	20	24%	8
8	43	2%	1	35%	15	53%	23	9%	4
9	35	9%	3	37%	13	40%	14	14%	5
10	26	8%	2	62%	16	19%	5	12%	3
11	32	19%	6	66%	21	9%	3	6%	2
12	30	13%	4	67%	20	20%	6	0%	0

2024									
Grade Level	Tested	Beginning		Intermediate		Advanced		Advanced High	
All		13%		39%		35%		12%	
All	478	61		188		167		59	
K	34	71%	24	26%	9	3%	1		
1	38	28%	11	53%	20	18%	77		
2	36	6%	2	47%	17	31%	11	17%	6
3	47	11%	5	53%	25	32%	15	4%	2
4	38	5%	2	47%	18	45%	17	3%	1
5	31	13%	4	29%	9	35%	11	23%	7
6	44	2%	1	30%	13	50%	22	18%	8
7	47	6%	3	34%	16	47%	22	13%	6
8	31	3%	1	29%	9	45%	14	23%	7
9	44	5%	2	27%	12	32%	14	32%	14
10	31	0%	0	35%	11	45%	14	19%	6
11	22	9%	3	45%	15	39%	13	3%	1
12	24	13%	3	58%	14	25%	6	4%	1

2025 TELPAS

TELPAS Growth for Years 23-24 and 24-25 and All Campuses and All Grades and All Proficiencies

		2024-2025				
		Beginning	Intermediate	Advanced	Advanced High	Totals
2023-2024	Beginning	101	91	19	2	213
	Intermediate	67	187	125	23	402
	Advanced	30	87	143	84	344
	Advanced High	4	10	39	60	113

	#	%
Progressed 1 Level	243	65.85
Progressed 2 or More Levels	42	11.38
Total Progressing	251	68.02
Students Staying the Same	332	89.97
Students Regressing	182	49.32

Each percentage shows the share of students who experienced that outcome in at least one proficiency. Students can appear in multiple categories since they may have different results across proficiencies.

Grade Level	Spring 2025 TELPAS				
	Total Students	Yearly Progress Indicator			
		Lower/Same Level	1 Level Higher	2 Levels Higher	3 Levels Higher
K	38	0%	0%	0%	0%
1	33	52.94%	38.24%	5.88%	0%
2	38	75.00%	8.33%	0%	0%
3	40	55.00%	28%	0%	0%
4	48	49%	38.78%	0%	0%
5	35	59.46%	29.73%	2.70%	0%
6	25	73%	15%	0%	0%
7	34	50.00%	41.18%	2.94%	0%
8	43	58.14%	34.88%	0%	0%
9	35	56.76%	24.32%	0%	0%
10	26	61.54%	26.92%	0%	0%
11	32	87.10%	12.90%	0%	0%
12	30	93.33%	3.33%	0%	0%

	Bilingual	ESL	Parental Denial	Total	Total Stds in grade Level	% Bil/ESL
PreK	10		1	11	14	79%
Kinder	26		9	35	48	73%
1st	30		9	39	54	72%
2nd	27		4	31	51	61%
3rd	29		9	38	49	78%
4th	33		5	38	54	70%
5th	36		9	45	59	76%
6th		25	7	32	43	74%
7th		20	7	27	47	57%
8th		15	10	25	51	49%
9th		22	19	41	61	67%
10th		10	10	20	47	43%
11th		16	9	25	62	40%
12th		19	5	24	58	41%
Total	191	127	113	431	698	62%

Bilingual Population Distribution

Grade	Number
1 st	1
2 nd	1
4 th	3
5 th	1
6 th	1
7 th	7
8 th	4
9 th	5
10 th	3
11 th	1
Total	27

Number of Students Reclassified

2025 Results Driven Accountability (RDA) Glows

Category	Performance Level (PL)
BE 3-8 Math	0
BE 3-8 ELAR	0
ESL 3-8 ELAR	0
EB PD 3-8 ELAR	0 RI

Category	Performance Level (PL)
EB Exits 3-8 Math	0
EB Exits 3-8 ELAR	0
EB Exits 3-8 Science	0
EB Exits 3-8 Social Studies	0

Category	Performance Level (PL)
EB EOC Alg. I	0
EB EOC Biology	0
EB EOC History	0
EB EOC English I, II	1

2025 Results Driven Accountability (RDA) Glows

Category	Performance Level (PL)
TELPAS Beginning Proficiency Level Rate	1
TELPAS Composite for Stds. In U.S. Schools Multiple Years	1
EB Graduation Rate	1
EB Annual Dropout Rate	0

2025 Results Driven Accountability (RDA) Grows

Category	Performance Level (PL)
ALP 3-8 ELAR	3
ALP 3-8 SC	3
EB PD 3-8 Math	3
EB PD 3-8 Science	3
EB PD 3-8 Social Studies	3

Bilingual Education/English as a Second Language/Emergent Bilingual (BE/ESL/EB) & Other Special Populations (OSP) DL

Determination Level 1 - Meets Requirements

- Establish a DCSI and DLT
- Engage in Continuous Improvement
- Maintain the SSP Locally

Determination Level 2 - Needs Assistance

- Establish a DCSI and DLT
- Engage in Continuous Improvement
- Maintain the SSP Locally

Determination Level 3 - Needs Intervention

- Establish a DCSI and DLT
- Engage in Continuous Improvement
- Submit the SSP to the TEA
- Submit self-assessment to the TEA

Determination Level 4 - Needs Substantial Intervention

- Establish a DCSI and DLT
- Engage in Continuous Improvement
- Submit the SSP to the TEA
- Submit self-assessment to the TEA

BE/ESL
Tornillo ISD
Determination
Level (DL): 2

Actions

- Conduct a Bilingual Program Self-Assessment
- Establish a District Coordinator for School Improvement
- District Leadership Team integrated in the District Advisory Board Committee
- Evaluate Resources and Trainings
- Evaluate the Bilingual Programs established in the district
- Create a Strategic Support Plan



I'M BILINGUAL
What's your Super Power?

BilingualKidspot.com



GRACIAS!

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THANK YOU!

TORNILLO HIGH SCHOOL CREDIT RECOVERY

[Publish Date]

Class of 2026	
Active credit recovery courses	8
Courses completed	66
Class of 2027	
Active credit recovery courses	19
Courses completed	18

**Tornillo High School
TSIA Data**

Cohort	Total Students	Math Tested	Math Passed	Math Passed Cohort (%)	ELAR Tested	ELAR Passed	ELAR Passed Cohort (%)
2026	64	22	2	3%	22	1	2%
	57	30	9	16%	30	9	16%
	59	30	11	19%	30	12	20%
	58	29	11	19%	29	12	21%
2027	73	25	0	0%	26	3	4%
	65	24	4	6%	24	17	26%
	64	24	7	11%	23	17	27%
	66	25	8	12%	24	18	27%
2028	NA						
	46	41	0	0%	41	4	9%
	49	41	0	0%	42	12	24%
	49	40	2	4%	41	12	24%
2029	NA						
	54	0	0	0%	49	1	2%

Data as of	10/19/2023
	10/3/2024
	6/17/2025
	11/6/2025

As of 11/6/2025	
Total THS Students	227
ELAR Passed	43
Math Passed	21

TIME USE TRACKER

Date: 10/29/2025

Framework	Student Outcome Minutes	The Board tracks its time invested during public authorized meetings	Other Topic Minutes
Vision & Goals	7	← Minutes setting student outcome goals ← Minutes receiving, discussing, and voting on Student Outcome Goal Monitoring Reports according to the Monitoring Calendar	
		← Minutes setting constraints or theories of action ← Minutes receiving, discussing, and voting on Constraint Monitoring Reports according to the Monitoring Calendar	
		Minutes setting timelines, deadlines, goals, or plans on other items or outcomes → Minutes receiving reports, discussing, debating, and/or voting on other items or outcomes →	40
Progress & Accountability	1	← Minutes performing Board self-evaluations using the LSG Integrity Instrument ← Minutes evaluating the Superintendent on student outcome goals, GPMs, constraints, and CPMs	19
		Minutes performing Board self-evaluations using instruments other than the LSG Integrity Instrument → Minutes evaluating the Superintendent on items other than student outcome goals, GPMs, constraints, and CPMs →	
Systems & Processes		Minutes discussing, debating, and voting on items removed from or on the consent agenda → Time used for public comments on items not on the Board meeting agenda →	5
Advocacy & Engagement	1	← Minutes hosting two-way communication meetings on student outcome goals, constraints, or theories of action ← Minutes recognizing the accomplishments of students and staff regarding progress on student outcome goals	
		Minutes hosting all other Board led, co-led, or called community or committee meetings → Minutes for all other recognitions →	39
Synergy & Teamwork		Minutes fulfilling statutorily required public hearings, forums, and comments Minutes fulfilling statutorily required or Lone Star Governance workshops Minutes in closed session as permitted by law	
Other		Any time spent on an activity that does not meet the conditions listed above →	1
TOTALS	9		85

Use For Student Outcome Minutes Percentage Calculation:

9

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94

× 100 =

10

% Student Outcome Minutes



FINANCIAL REPORTS

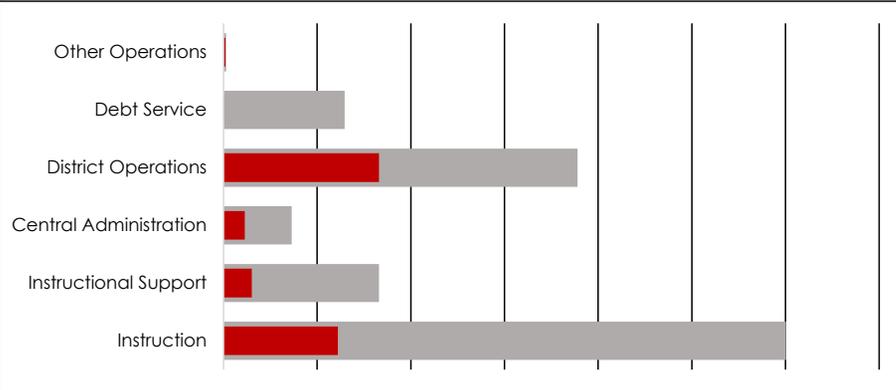
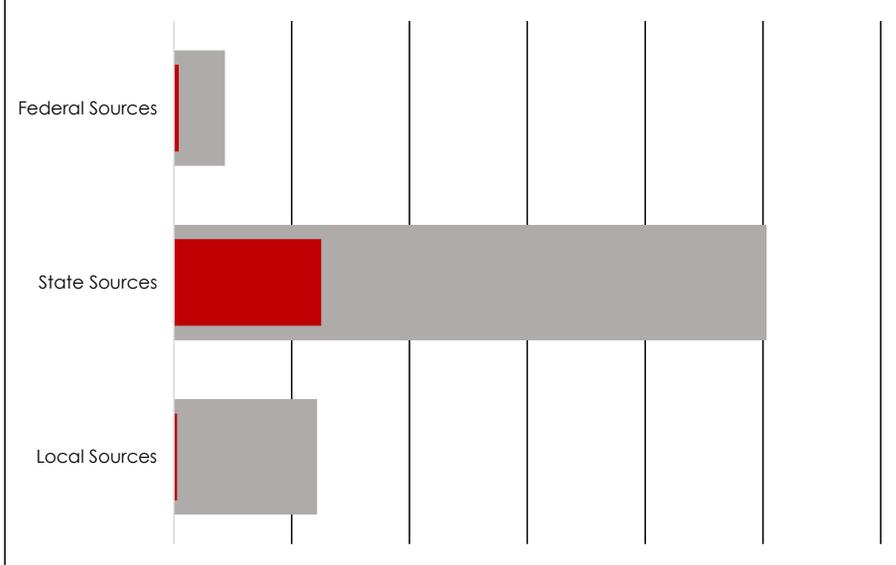
FOR THE MONTH ENDING OCTOBER, 2025

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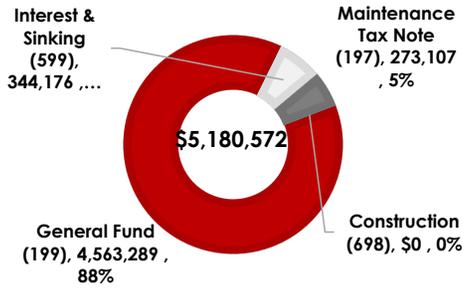
**TORNILLO INDEPENDENT SCHOOL DISTRICT
BOARD FINANCIAL REPORT SUMMARY
As of October 31, 2025**

Board Adopted Revenue and Expenditures

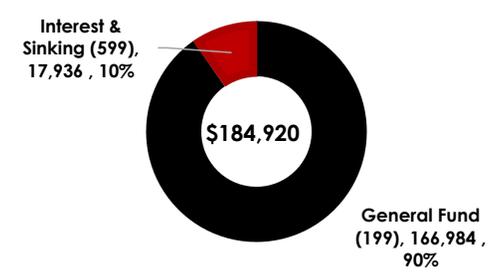


Banking and Investment Pools

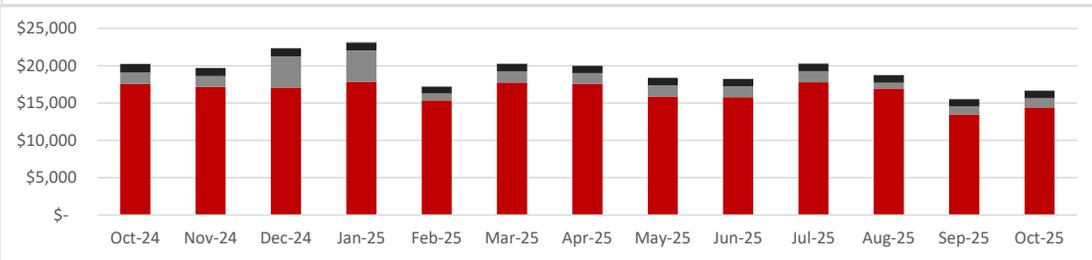
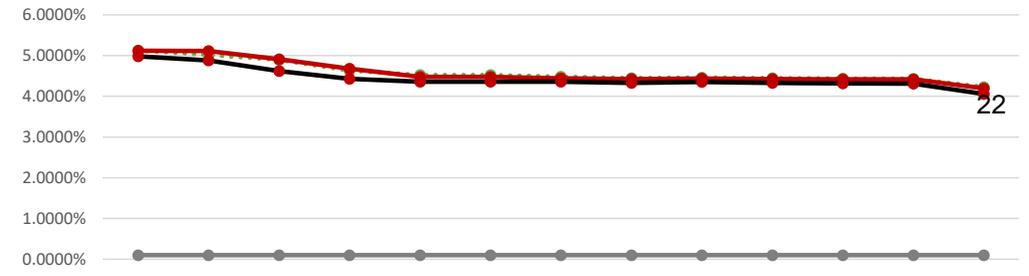
LONE STAR INVESTMENTS



WESTSTAR BANK

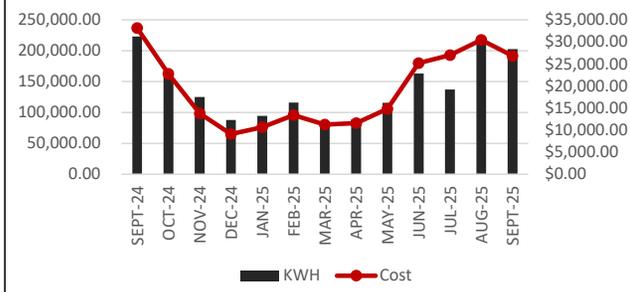


Investment Rate and Interest Revenue Trends

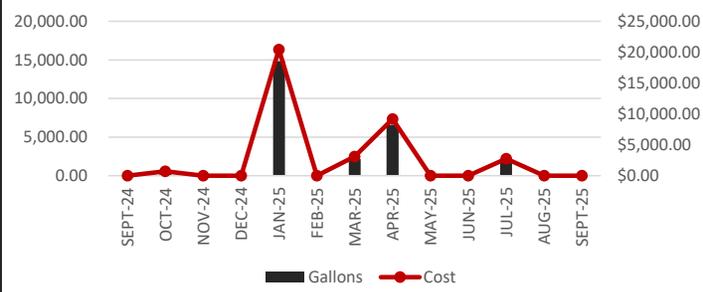


Utilities

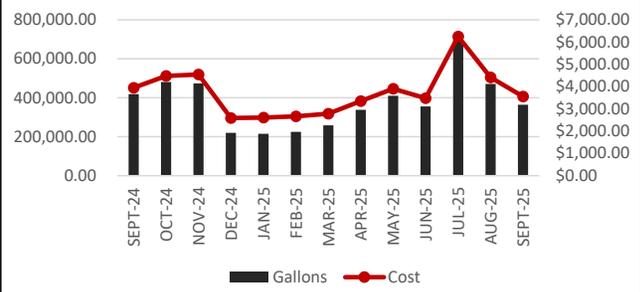
ELECTRICITY



PROPANE



WATER

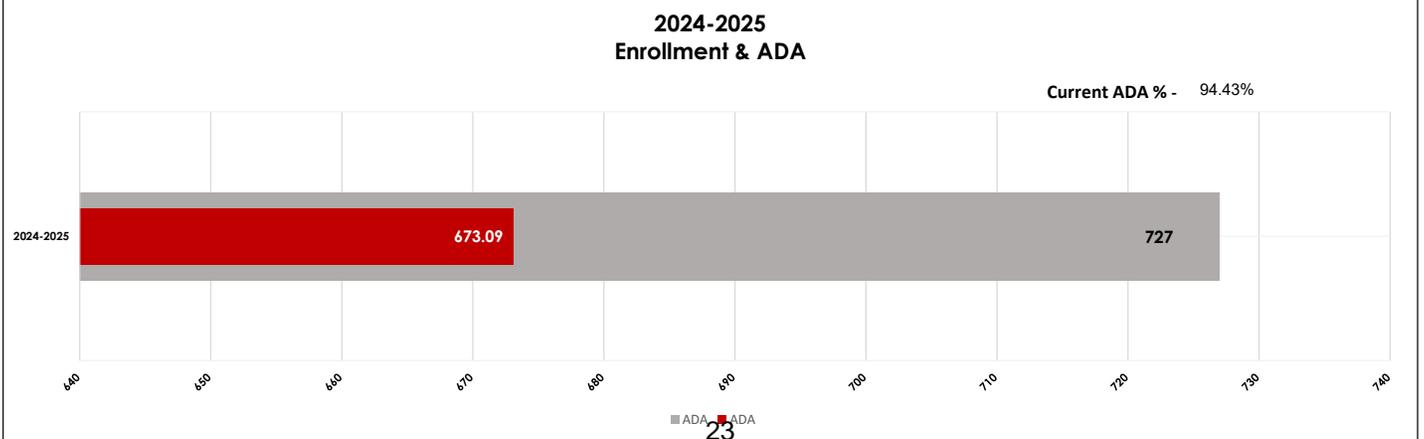
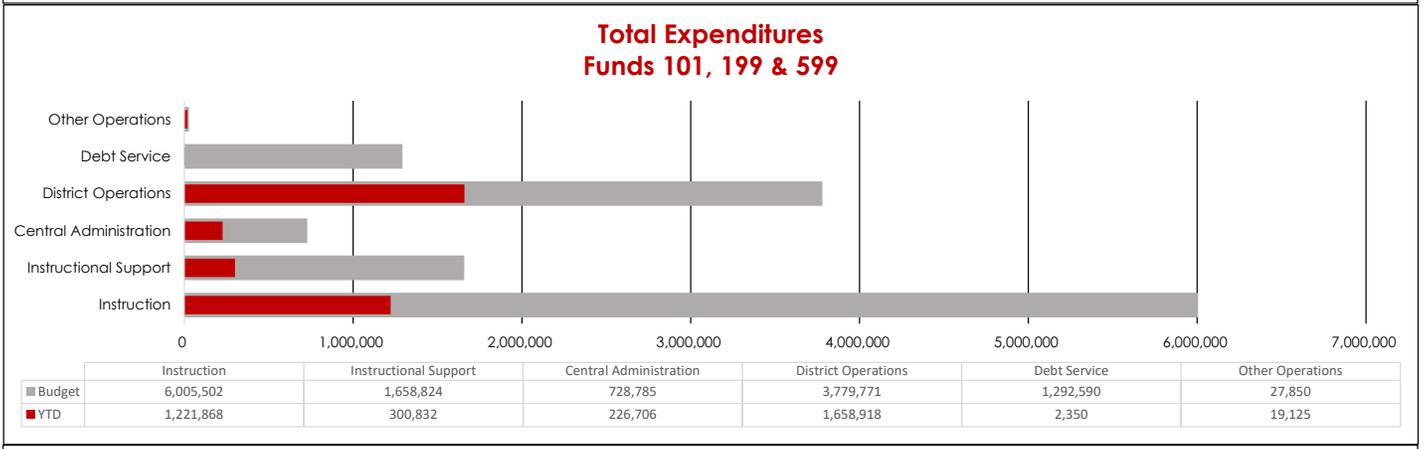
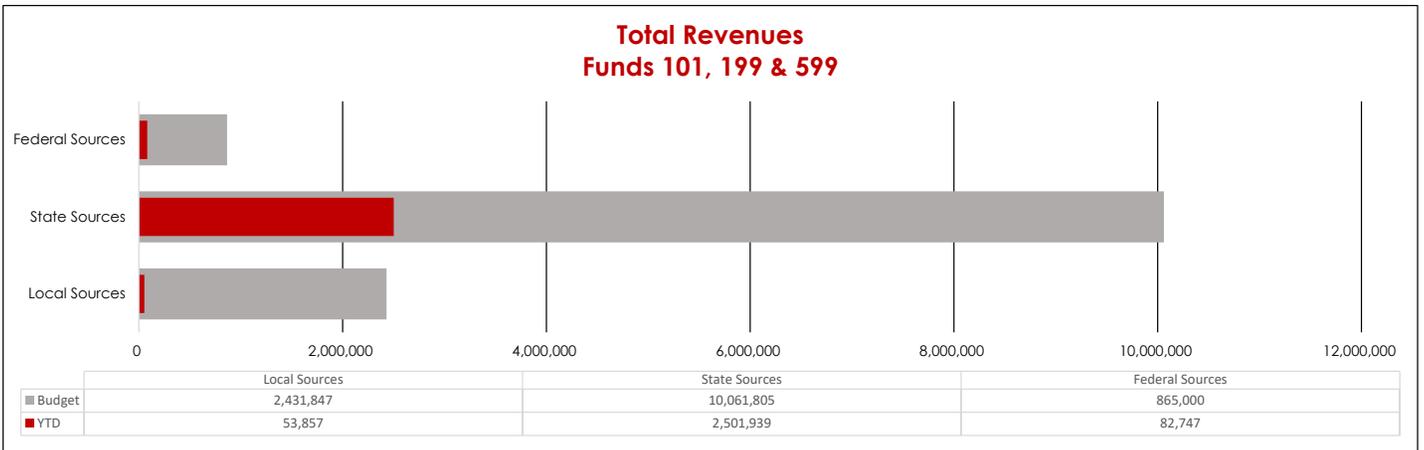


TORNILLO INDEPENDENT SCHOOL DISTRICT

Revenues & Expenditures

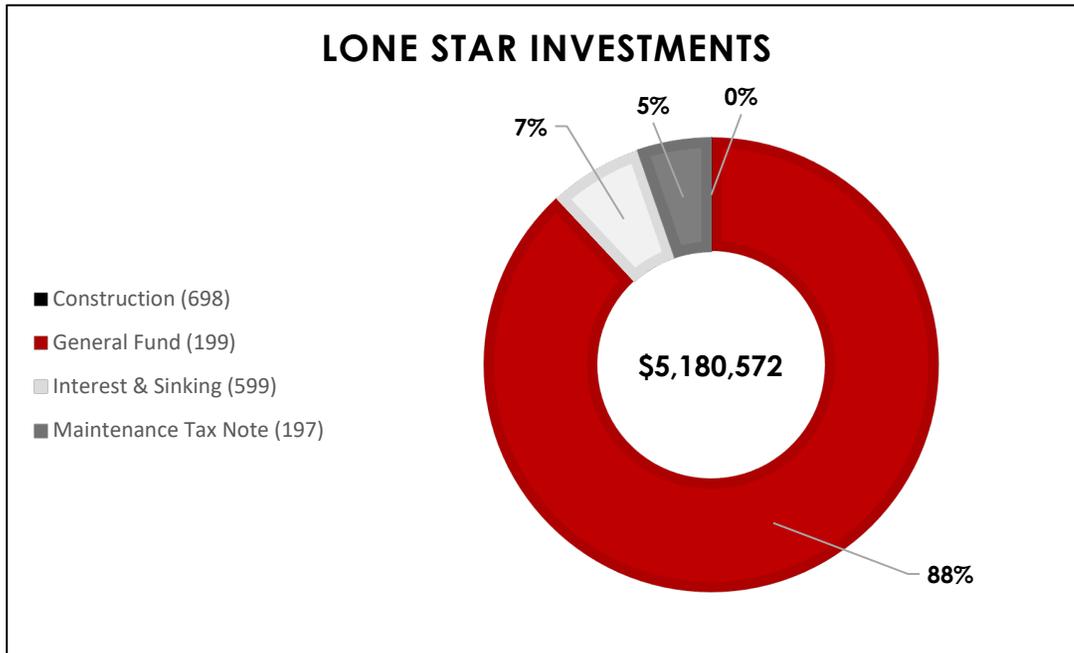
As of October 31, 2025

REVENUES	Fund 101 - CNS			Fund 199 - General Fund			Fund 599 - Debt Service			Total		
	Budget	YTD	Remaining	Budget	YTD	Remaining	Budget	YTD	Remaining	Budget	YTD	Remaining
Local Sources	114,000	434	113,566	1,407,873	43,741	1,364,132	909,974	9,682	900,292	2,431,847	53,857	2,377,990
State Sources	2,600	0	2,600	9,814,748	2,501,939	7,312,809	244,457	0	244,457	10,061,805	2,501,939	7,559,866
Federal Sources	705,000	82,747	622,253	160,000	0	160,000	0	0	0	865,000	82,747	782,253
Total Revenue:	821,600	83,181	738,419	11,382,621	2,545,680	8,836,941	1,154,431	9,682	1,144,749	13,358,652	2,638,543	10,720,109
EXPENSES												
Instruction	0	0	0	6,005,502	1,221,868	4,783,633	0	0	0	6,005,502	1,221,868	4,783,633
Instructional Support	0	0	0	1,658,824	300,832	1,357,992	0	0	0	1,658,824	300,832	1,357,992
Central Administration	0	0	0	728,785	226,706	502,079	0	0	0	728,785	226,706	502,079
District Operations	821,600	399,265	422,335	2,958,171	1,259,653	1,698,518	0	0	0	3,779,771	1,658,918	2,120,853
Debt Service	0	0	0	3,500	0	3,500	1,289,090	2,350	1,286,740	1,292,590	2,350	1,290,240
Other Operations	0	0	0	27,850	19,125	8,725	0	0	0	27,850	19,125	8,725
Total Expenses:	821,600	399,265	422,335	11,382,631	3,028,184	8,354,447	1,289,090	2,350	1,286,740	13,493,321	3,429,799	10,063,521

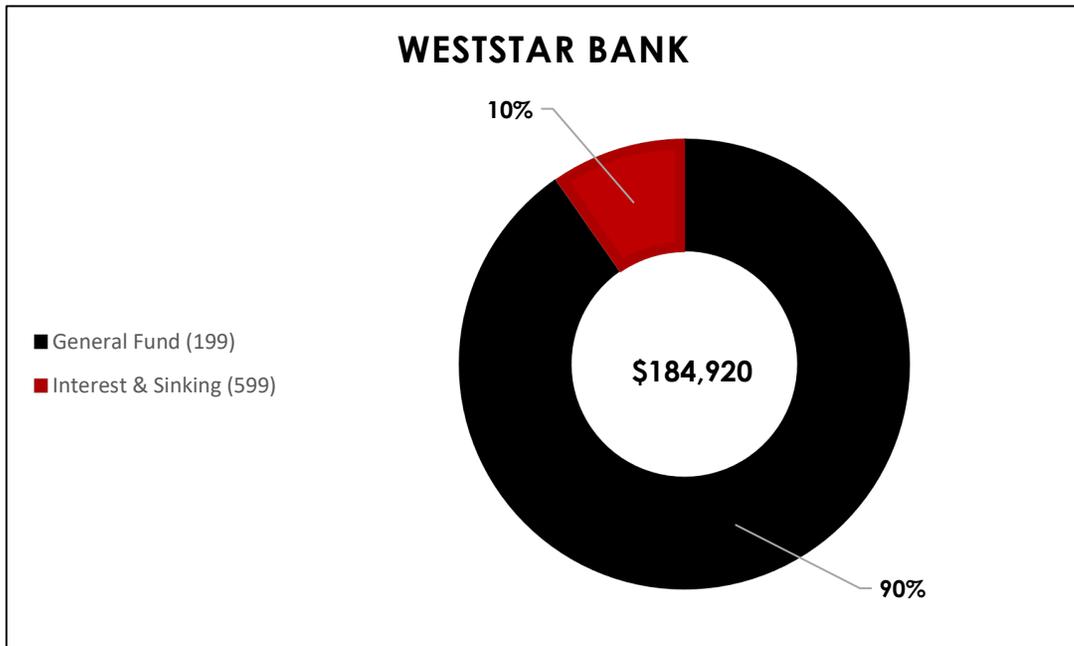


TORNILLO INDEPENDENT SCHOOL DISTRICT

As of October 31, 2025



Account	Beg. Bal.	End. Bal.	Change
Construction (698)	\$0	\$0	\$0
General Fund (199)	4,667,298	4,563,289	(104,009)
Interest & Sinking (599)	342,934	344,176	1,242
Maintenance Tax Note (197)	272,122	273,107	986
Lone Star Investment Pool	\$5,282,353	\$5,180,572	(\$101,781)



Account	Beg. Bal.	End. Bal.	Change
General Fund (199)	169,837	166,984	(2,852)
Interest & Sinking (599)	13,030	17,936	4,906
WestStar Bank	\$182,867	\$184,920	\$2,054

TORNILLO INDEPENDENT SCHOOL DISTRICT

GENERAL FUND - CASH FLOW

As of October 31, 2025

Beginning Balance \$ 169,837

Day	Taxes	Deposits	Interest	Transfers	IRS	TRS	Payroll	Checks Cleared	Fees	Balance
01	361	2,818		500,000				(4,293)		\$ 668,723
02							(268,448)	(17,450)		\$ 382,825
03		4,827		450,000		(98,233)		(19,280)		\$ 720,139
04										\$ 720,139
05										\$ 720,139
06								(18,810)		\$ 701,329
07								(8,181)		\$ 693,148
08	1,457							(389,623)		\$ 304,981
09								(136,058)		\$ 168,923
10						(39,990)		(64,107)		\$ 64,826
11										\$ 64,826
12										\$ 64,826
13										\$ 64,826
14		167		100,000				(37,134)		\$ 127,860
15	1,242				(34,228)		(1,434)	(36,128)	(521)	\$ 56,791
16		4,472						(3,234)		\$ 58,029
17				150,000				(3,562)		\$ 204,467
18										\$ 204,467
19										\$ 204,467
20		11,529						(4,059)		\$ 211,936
21	907	3,559						(407)		\$ 215,996
22		20,426						(159)		\$ 236,263
23								(1,690)		\$ 234,573
24								(242)		\$ 234,331
25										\$ 234,331
26										\$ 234,331
27		391						(927)		\$ 233,794
28	3,376							(13,423)		\$ 223,747
29								(8,483)		\$ 215,264
30				300,000			(257,383)	(29,035)		\$ 228,847
31		317	24		(32,554)		(1,434)	(28,215)		\$ 166,984
									Ending Balance \$	166,984

Tornillo Independent School District

Monthly Summary of Investments As of October 31, 2025

Fnd-Obj	ACCOUNT NAME	BEGINNING BALANCE	DEPOSITS	CHECKS	INTEREST	ENDING BALANCE	INTEREST RATE
		10/1/2025				10/31/2025	
199-1110	General Operating	\$ 169,836.89	1,555,848.18	1,558,724.93	24.29	\$ 166,984.43	0.10%
197-1107	Maintenance Tax Note	\$ 272,121.66	0.00	0.00	985.62	\$ 273,107.28	4.1943%
199-1107	Lone Star Inv. Pool#1	\$ 4,667,297.64	1,381,566.57	1,500,000.00	14,424.54	\$ 4,563,288.75	4.1943%
599-1110	Interest and Sinking	\$ 13,029.77	4,905.49	0.00	0.64	\$ 17,935.90	0.10% ²⁶
599-1107	Lone Star Inv. Pool/Int.&Sinking	\$ 342,931.93	0.00	0.00	1,242.09	\$ 344,174.02	4.1943%
599-1107	Lone Star Inv. Pool/I&S Government	\$ 2.03	0.00	0.00	0.01	\$ 2.04	4.2300%

Statement of Compliance:

The foregoing Investment Report complies with the Investment Policy and District Strategies of the Tornillo ISD.

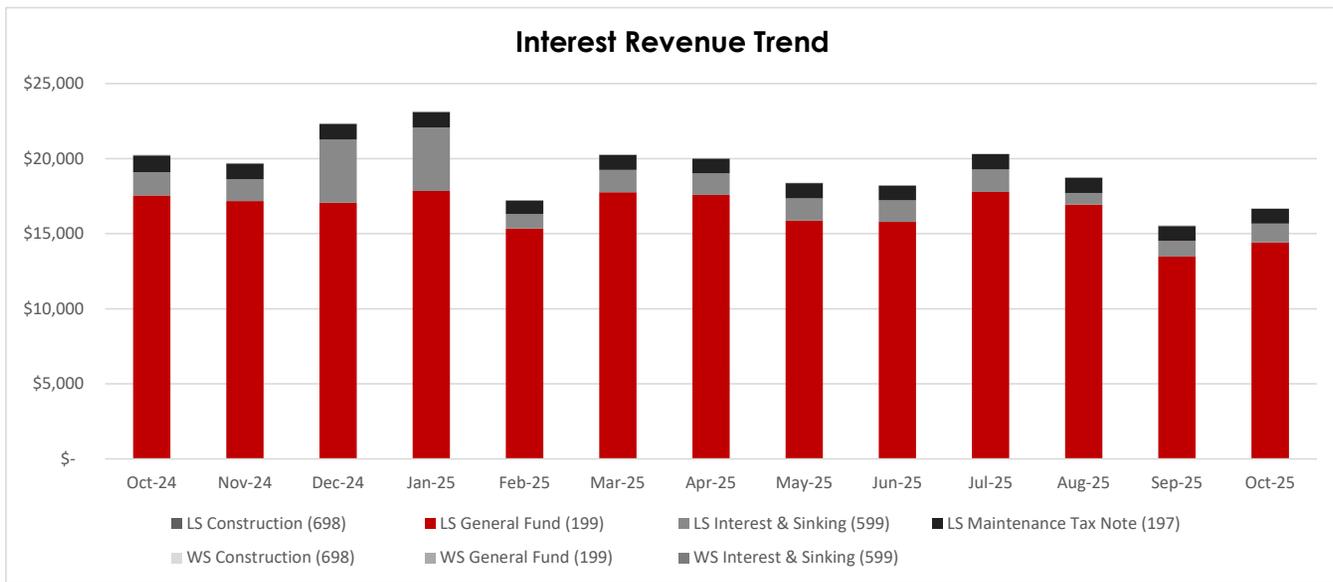
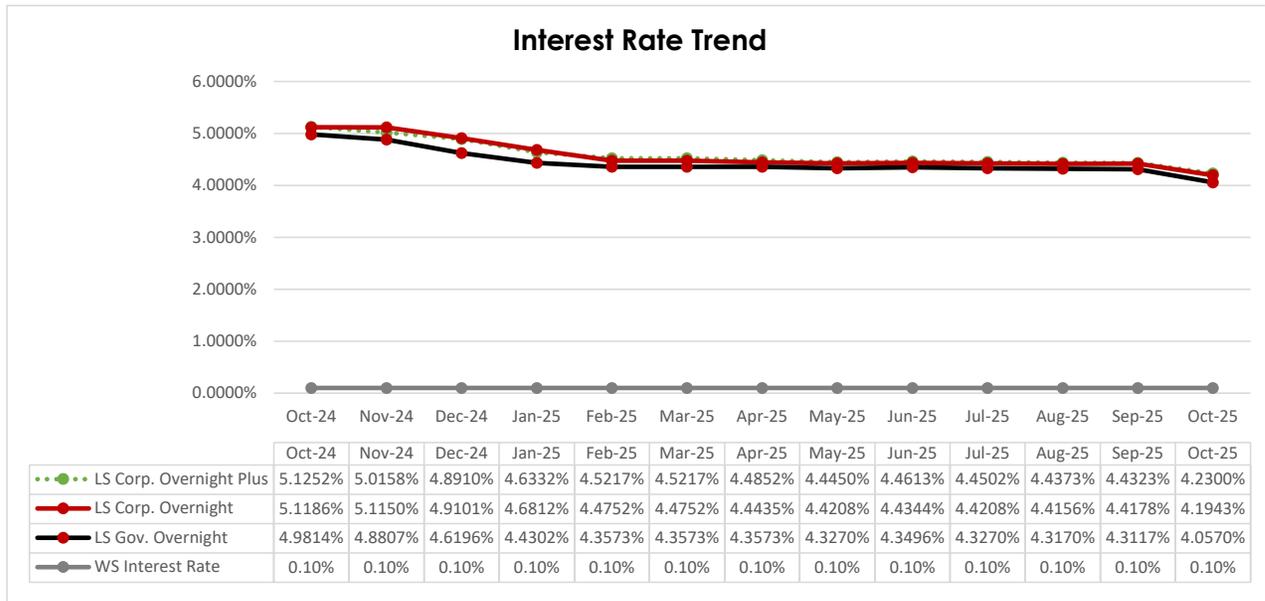
Luis Guerra

Luis Guerra, Director of Finance



TORNILLO INDEPENDENT SCHOOL DISTRICT

INTEREST RATE TRENDS



Participant #: 71908

Lone Star™ October 2025
Investment Pool **Monthly Statement**

Statement Period: 10/01/2025 to 10/31/2025

Luis M Guerra
Tornillo ISD
PO Box 170
Tornillo, Texas 79853-0170



Summary of Portfolio Holdings

Account	Fund	Number of Shares	Price Per Share	Account Balance	% Port.
General Fund	Corporate Overnight Fund	4,563,288.75	1.00	4,563,288.75	88.08%
Totals:				4,563,288.75	

Account	Fund	Number of Shares	Price Per Share	Account Balance	% Port.
Interest & Sinking Account	Corporate Overnight Fund	344,174.02	1.00	344,174.02	6.64%
	Government Overnight Fund	2.04	1.00	2.04	0.00%
Totals:				344,176.06	

Account	Fund	Number of Shares	Price Per Share	Account Balance	% Port.
Maintenance Tax Note 2008 - Fund 197	Corporate Overnight Fund	273,107.28	1.00	273,107.28	5.28%
Totals:				273,107.28	

Totals

Fund	Yield	Share Quantity	Price Per Share	Fund Balance (USD)	% Port.
Corporate Overnight Fund	4.26 %	5,180,570.05	1.00	5,180,570.05	100.00 %
Government Overnight Fund	0.00 %	2.04	1.00	2.04	0.00 %
Corporate Overnight Plus Fund	0.00 %	0.00	1.00	0.00	0.00 %
Total Value:				5,180,572.09	100.00 %

Portfolio Transactions

General Fund - Corporate Overnight Fund

Settle Date	Trade Type	Share Balance	Number of Shares	Price/Share	Amount (USD)
10/01/2025	Starting Balance	4,667,297.64			4,667,297.64
10/01/2025	Withdrawal	4,167,297.64	-500,000.00	1.00	-500,000.00
10/03/2025	Withdrawal	3,717,297.64	-450,000.00	1.00	-450,000.00
10/14/2025	Withdrawal	3,617,297.64	-100,000.00	1.00	-100,000.00
10/17/2025	Deposit	3,717,297.64	100,000.00	1.00	100,000.00
10/17/2025	Adjustment Deduct Shares District wanted to cancel wire	3,617,297.64	-100,000.00	1.00	-100,000.00

General Fund - Corporate Overnight Fund (Continued)

Settle Date	Trade Type	Share Balance	Number of Shares	Price/Share	Amount (USD)
10/17/2025	Withdrawal	3,467,297.64	-150,000.00	1.00	-150,000.00
10/21/2025	Deposit	3,482,716.05	15,418.41	1.00	15,418.41
10/21/2025	Deposit	3,489,065.52	6,349.47	1.00	6,349.47
10/21/2025	Deposit	3,529,374.70	40,309.18	1.00	40,309.18
10/21/2025	Deposit	3,529,536.74	162.04	1.00	162.04
10/21/2025	Deposit	3,567,128.93	37,592.19	1.00	37,592.19
10/21/2025	Deposit	3,569,280.27	2,151.34	1.00	2,151.34
10/21/2025	Deposit	3,714,063.60	144,783.33	1.00	144,783.33
10/21/2025	Deposit	3,716,122.02	2,058.42	1.00	2,058.42
10/21/2025	Deposit	3,735,313.94	19,191.92	1.00	19,191.92
10/21/2025	Deposit	3,737,068.64	1,754.70	1.00	1,754.70
10/21/2025	Deposit	3,743,084.28	6,015.64	1.00	6,015.64
10/21/2025	Deposit	3,746,507.51	3,423.23	1.00	3,423.23
10/21/2025	Deposit	3,765,401.17	18,893.66	1.00	18,893.66
10/21/2025	Deposit	3,787,558.27	22,157.10	1.00	22,157.10
10/24/2025	Deposit	4,759,014.27	971,456.00	1.00	971,456.00
10/24/2025	Deposit	4,841,760.96	82,746.69	1.00	82,746.69
10/27/2025	Deposit	4,848,864.21	7,103.25	1.00	7,103.25
10/30/2025	Withdrawal	4,548,864.21	-300,000.00	1.00	-300,000.00
10/31/2025	Interest	4,563,288.75	14,424.54	1.00	14,424.54
10/31/2025	Ending Balance	4,563,288.75			4,563,288.75

Interest & Sinking Account - Corporate Overnight Fund

Settle Date	Trade Type	Share Balance	Number of Shares	Price/Share	Amount (USD)
10/01/2025	Starting Balance	342,931.93			342,931.93
10/31/2025	Interest	344,174.02	1,242.09	1.00	1,242.09
10/31/2025	Ending Balance	344,174.02			344,174.02

Interest & Sinking Account - Government Overnight Fund

Settle Date	Trade Type	Share Balance	Number of Shares	Price/Share	Amount (USD)
10/01/2025	Starting Balance	2.03			2.03
10/31/2025	Interest	2.04	0.01	1.00	0.01
10/31/2025	Ending Balance	2.04			2.04

Maintenance Tax Note 2008 - Fund 197 - Corporate Overnight Fund

Settle Date	Trade Type	Share Balance	Number of Shares	Price/Share	Amount (USD)
10/01/2025	Starting Balance	272,121.66			272,121.66
10/31/2025	Interest	273,107.28	985.62	1.00	985.62
10/31/2025	Ending Balance	273,107.28			273,107.28

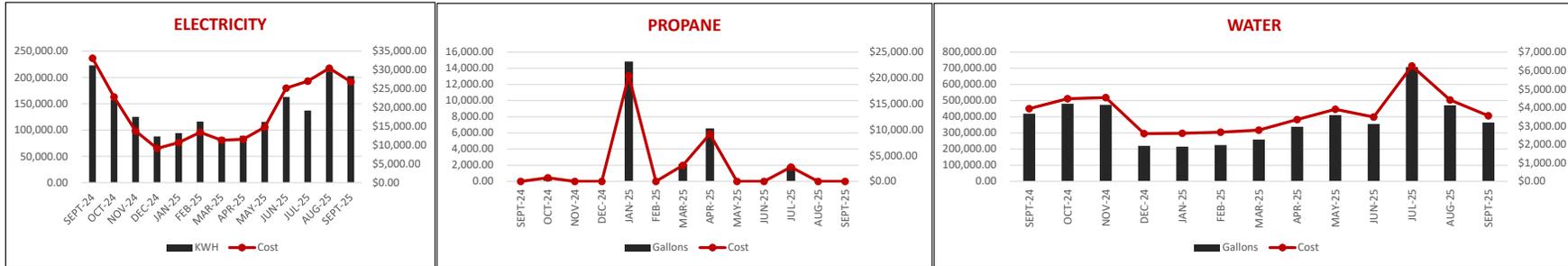
Important Information about this statement

Please review this statement carefully, it is the official record of your account with Lone Star Investment Pool and First Public, LLC. If you disagree with any transaction, or if there are any errors or omissions in this statement please notify us promptly in writing, but no later than 10 business days after receipt of this statement. Trades pending settlement will not appear on this statement. All such trades will appear in the next monthly statement. The yield for the period is an annualized rate that reflects the relationship between the average amount of income earned and the average daily balance for the account. Please notify First Public promptly and in writing of any changes of address or phone number. Times of transactions will be furnished upon written request. The Lone Star Investment Pool Information Statement should be read carefully before investing. Investors should consider the investment objectives, risks, charges and expenses associated with municipal fund securities before investing. All transactions are no load. No remuneration has, or will be, paid to any entity in connection with this transaction. An investor may obtain an Information Statement by contacting First Public at the address and phone number identified above. An investment in Lone Star investment Pool is not insured or guaranteed by the Federal Deposit Insurance Corporation ("FDIC") or any other government agency and although Lone Star Investment Pool seeks to preserve the value of the investment at a fixed share price, it is possible to lose money by investing in municipal fund securities.

TORNILLO INDEPENDENT SCHOOL DISTRICT

UTILITY USAGE AND COST

Rolling 13 Month Comparison



Utility	SEPT-24	OCT-24	NOV-24	DEC-24	JAN-25	FEB-25	MAR-25	APR-25	MAY-25	JUN-25	JUL-25	AUG-25	SEPT-25	Totals
Electricity:														
KWH	223,192.00	157,869.00	125,203.00	87,780.00	94,328.00	116,134.00	86,070.00	89,223.00	115,603.00	163,101.00	137,237.00	211,317.00	202,535.00	1,809,592.00
Cost	\$33,124.75	\$22,798.67	\$13,771.58	\$9,105.56	\$10,645.16	\$13,399.25	\$11,278.85	\$11,561.03	\$14,797.39	\$25,176.97	\$27,017.33	\$30,467.53	\$26,835.05	\$249,979.12
Unit Cost	\$0.15	\$0.14	\$0.11	\$0.10	\$0.11	\$0.12	\$0.13	\$0.13	\$0.13	\$0.15	\$0.20	\$0.14	\$0.13	\$0.14
Propane :														
Gallons	0.00	555.20	0.00	0.00	14,823.40	0.00	2,159.70	6,572.30	0.00	0.00	1,920.00	0.00	0.00	26,030.60
Cost	\$0.00	\$714.34	\$0.00	\$0.00	\$20,437.36	\$0.00	\$3,111.71	\$9,173.62	\$0.00	\$0.00	\$2,767.77	\$0.00	\$0.00	\$36,204.80
Unit cost	\$0.00	\$1.29	\$0.00	\$0.00	\$1.38	\$0.00	\$1.44	\$1.40	\$0.00	\$0.00	\$0.72	\$0.00	\$0.00	\$1.39
Water:														
Gallons	419,330.00	480,700.00	474,160.00	219,570.00	215,230.00	224,820.00	258,970.00	338,230.00	410,380.00	355,300.00	706,980.00	471,020.00	364,200.00	4,938,890.00
Cost	\$3,943.15	\$4,480.33	\$4,541.71	\$2,590.99	\$2,606.42	\$2,663.55	\$2,779.89	\$3,351.20	\$3,907.87	\$3,485.14	\$6,250.65	\$4,411.51	\$3,559.48	\$48,571.89
Unit cost	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01

14,823.40
\$20,437.36

Tornillo Independent School District

El Paso Electric Transformer Upgrades

	High School 430 Oil Mill Lighting & Fire Pump 17121	Junior High 300 Oil Mill Upgrade 17124	Intermediate 420-A Oil Mill Upgrade 17123	Elementary 19200 Gabby Upgrade 17122	Total
Paid	\$ 27,545.82	\$ 20,082.17	\$ 22,333.48	\$ 17,853.07	\$ 87,814.54
Total Reimbursed	5,338.32	20,082.17	11,791.27	17,853.07	55,064.83
Balance	\$ 22,207.50	\$ -	\$ 10,542.21	\$ -	\$ 32,749.71
Balance per EP Electric	\$ -	\$ -	\$ -	\$ -	\$ -
Write off contract expired	\$ 22,207.50		\$ 10,542.21		
Additional Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -

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Date	Reimbursements				Total
10/3/2018	\$ 1,444.95	\$ 1,465.95	\$ 4,951.78	\$ 7,552.49	\$ 15,415.17
10/15/2019	\$ 1,565.01		\$ 1,794.80	\$ 2,523.03	\$ 5,882.84
10/8/2020				\$ 1,537.64	\$ 1,537.64
11/30/2020	\$ 1,303.10				\$ 1,303.10
9/27/2021		\$ 19,105.81			\$ 19,105.81
9/15/2021	\$ 1,025.26				\$ 1,025.26
9/1/2021			\$ 1,312.08		\$ 1,312.08
9/21/2021				\$ 6,689.74	\$ 6,689.74
8/31/2022		\$ (489.59)	\$ 939.42	\$ (449.83)	\$ -
9/9/2022			\$ 2,793.19		\$ 2,793.19

TORNILLO INDEPENDENT SCHOOL DISTRICT

\$25K AND ABOVE PAYMENTS

As per Board policy CH Local, any single payment of twenty-five-thousand dollars and above must be board approved the transactions take place. The following are the (5) payments over the twenty-five thousand dollar threshold paid to several vendors:

Check #	Amount	Vendor	Comments
163249	\$33,000.00	Imagine Learning	Board Approved
163385	\$140,700.00	El Paso Trade School	Board Approved
163399	\$30,094.62	First Financial Group	Consisted of Several Invoices
10002605	\$25,904.30	Commerce	Consisted of Several Invoices

Note: Payments made to First Financial Group of America are for the employee benefit plan premiums deducted from employees of the District.

Account#: 100003379
 Date Range: 10-01-2025 to 10-31-2025

Check Register

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VendorID : WestStar Bank - 100003379

835	10/03/2025	501087	Isela Alvidrez	Issued	\$8.76	Employee Reimbursement Direct Deposit
836	10/16/2025	501012	Rene Estrada	Issued	\$897.03	Employee Reimbursement Direct Deposit
837	10/16/2025	500033	Roberto Garcia	Issued	\$223.00	Employee Reimbursement Direct Deposit
838	10/16/2025	501157	Luis Guerra	Issued	\$234.00	Employee Reimbursement Direct Deposit
839	10/30/2025	500409	Alicia Alvarado	Issued	\$109.00	Employee Reimbursement Direct Deposit
840	10/30/2025	500537	Maria Hernandez	Issued	\$109.00	Employee Reimbursement Direct Deposit
841	10/30/2025	501082	Myrna Lopez	Issued	\$167.00	Employee Reimbursement Direct Deposit
842	10/30/2025	500699	Maria Morales	Issued	\$259.00	Employee Reimbursement Direct Deposit
843	10/30/2025	501366	Stacey Arenas	Issued	\$92.00	Employee Reimbursement Direct Deposit
844	10/30/2025	500168	Nora Ruiz	Issued	\$92.00	Employee Reimbursement Direct Deposit
845	10/30/2025	501057	Paloma Santillana	Issued	\$92.00	Employee Reimbursement Direct Deposit
846	10/30/2025	500021	Dania Sotelo	Issued	\$242.00	Employee Reimbursement Direct Deposit
847	10/30/2025	501033	Valeria Valenzuela	Issued	\$92.00	Employee Reimbursement Direct Deposit
163207	10/01/2025	20022	Citibank	Issued	\$228.00	Paper Check
163208	10/01/2025	20159	Maria Q. Saldaña	Issued	\$58.00	Paper Check
163209	10/01/2025	20548	Ofelia Bosquez	Issued	\$58.00	Paper Check
163210	10/01/2025	20875	Ida Estrada	Issued	\$58.00	Paper Check
163211	10/01/2025	21149	Maria I Delgado	Issued	\$58.00	Paper Check
163212	10/03/2025	10027	Amerigas Propane, L.P.	Issued	\$236.08	Paper Check
163213	10/03/2025	10040	Game One	Issued	\$1,194.51	Paper Check
163214	10/03/2025	10134	El Paso County	Issued	\$13,583.32	Paper Check
163215	10/03/2025	10138	El Paso Disposal, LP	Issued	\$1,759.88	Paper Check
163216	10/03/2025	10190	Fabens Oil Co.	Issued	\$222.19	Paper Check

Account#: 100003379
Date Range: 10-01-2025 to 10-31-2025

Check Register

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163217	10/03/2025	10361	Home Depot Credit Services	Issued	\$339.96	Paper Check
163218	10/03/2025	10543	Labatt Food Service	Issued	\$21,610.43	Paper Check
163219	10/03/2025	10657	Segovia'S Distributing, Inc.	Issued	\$355.31	Paper Check
163220	10/03/2025	10867	West Texas County Courier	Issued	\$340.00	Paper Check
163221	10/03/2025	20022	Citibank	Issued	\$364.51	Paper Check
163222	10/03/2025	20022	Citibank	Issued	\$364.51	Paper Check
163223	10/03/2025	20022	Citibank	Issued	\$142.80	Paper Check
163224	10/03/2025	20022	Citibank	Issued	\$215.82	Paper Check
163225	10/03/2025	20022	Citibank	Issued	\$95.00	Paper Check
163226	10/03/2025	20022	Citibank	Issued	\$30.66	Paper Check
163227	10/03/2025	20022	Citibank	Issued	\$1,138.20	Paper Check
163228	10/03/2025	20022	Citibank	Issued	\$21.28	Paper Check
163229	10/03/2025	20022	Citibank	Issued	\$79.98	Paper Check
163230	10/03/2025	20038	wholesale Lumber	Issued	\$3.49	Paper Check
163231	10/03/2025	20206	Texas Excavation Safety System,	Issued	\$1.15	Paper Check
163232	10/03/2025	20215	Spectrum Paper Co, Inc.	Issued	\$4,252.90	Paper Check
163233	10/03/2025	20255	Mentru Enterprises	Issued	\$4,276.50	Paper Check
163234	10/03/2025	20303	Positive Proof, Inc.	Issued	\$285.00	Paper Check
163235	10/03/2025	20511	Blue Daisy Consulting, LLC	Issued	\$5,000.00	Paper Check
163236	10/03/2025	20627	Sweetwater Sound, Inc.	Issued	\$55.00	Paper Check
163237	10/03/2025	20658	Sirius Education Solutions, LLC	Issued	\$5,664.00	Paper Check
163238	10/03/2025	20662	Citibank	Issued	\$147.45	Paper Check
163239	10/03/2025	20662	Citibank	Issued	\$483.24	Paper Check
163240	10/03/2025	20662	Citibank	Issued	\$291.05	Paper Check
163241	10/03/2025	20662	Citibank	Issued	\$10.14	Paper Check
163242	10/03/2025	20662	Citibank	Issued	\$73.70	Paper Check

Account#: 100003379
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Check Register

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163243	10/03/2025	20821	Winsupply of West El Paso	Issued	\$6,074.46	Paper Check	
163244	10/03/2025	20876	GH Dairy El Paso	Issued	\$265.00	Paper Check	
163245	10/03/2025	20882	IXL Learning, Inc.	Issued	\$5,687.50	Paper Check	
163246	10/03/2025	20895	linde gas & equipment inc	Issued	\$57.10	Paper Check	
163247	10/03/2025	20902	El paso Vacuum	Issued	\$108.90	Paper Check	
163248	10/03/2025	20996	Classwork Co.	Issued	\$2,199.00	Paper Check	
163249	10/03/2025	21004	Imagine Learning LLC	Issued	\$33,000.00	Paper Check	
163250	10/03/2025	21049	APIC Solutions Texas LLC	Issued	\$1,995.98	Paper Check	
163251	10/03/2025	21078	Martina Alvarez	Issued	\$720.00	Paper Check	
163252	10/03/2025	21104	National Student Clearinghouse	Issued	\$595.00	Paper Check	
163253	10/03/2025	21109	Mark Porras	Issued	\$700.00	Paper Check	
163254	10/03/2025	21135	Yvette Sierra Duchene	Issued	\$925.00	Paper Check	
163256	10/03/2025	500409	Alicia Alvarado	Issued	\$114.00	Paper Check	
163257	10/03/2025	501260	Claudia Beanes	Issued	\$114.00	Paper Check	
163258	10/03/2025	501181	Alvin Delgado	Issued	\$540.00	Paper Check	
163259	10/03/2025	500537	Maria Hernandez	Issued	\$114.00	Paper Check	
163260	10/03/2025	500699	Maria Morales	Issued	\$264.00	Paper Check	
163261	10/03/2025	501023	Rosa Vega-Barrio	Issued	\$1,154.03	Paper Check	
163262	10/03/2025	21079	Cynthia S Ivan	Issued	\$50.00	Paper Check	
163263	10/16/2025	501100	Jordi Elias	Issued	\$1,424.00	Paper Check	
163264	10/16/2025	501199	Nayeli Mancinas De Galarza	Issued	\$800.00	Paper Check	
163265	10/16/2025	10808	Tornillo I.S.D. Cafeteria	Issued	\$72.00	Paper Check	
163266	10/16/2025	20038	wholesale Lumber	Issued	\$145.91	Paper Check	
163267	10/16/2025	20215	Spectrum Paper Co, Inc.	Issued	\$753.50	Paper Check	
163268	10/16/2025	20301	El Paso County Tax Assessor-Coll	36 Void with Cancel	\$8.25	Paper Check	10/20/2025
163269	10/16/2025	20301	El Paso County Tax Assessor-Coll	Void with Cancel	\$8.25	Paper Check	10/20/2025

Account#: 100003379
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163270	10/16/2025	20301	El Paso County Tax Assessor-Coll	Void with Cancel	\$8.25	Paper Check	10/20/2025
163271	10/16/2025	20338	Rio Seco Ag. LLC	Issued	\$263.20	Paper Check	
163272	10/16/2025	20255	Mentru Enterprises	Issued	\$356.00	Paper Check	
163273	10/16/2025	20301	El Paso County Tax Assessor-Coll	Issued	\$22.00	Paper Check	
163274	10/16/2025	20301	El Paso County Tax Assessor-Coll	Issued	\$7.50	Paper Check	
163275	10/17/2025	10040	Game One	Issued	\$6,483.28	Paper Check	
163276	10/17/2025	10139	El Paso Electric Co.	Issued	\$18,314.04	Paper Check	
163277	10/17/2025	10361	Home Depot Credit Services	Issued	\$139.63	Paper Check	
163278	10/17/2025	10543	Labatt Food Service	Issued	\$3,101.36	Paper Check	
163279	10/17/2025	10601	Office Depot	Issued	\$124.13	Paper Check	
163280	10/17/2025	10617	Pitneybowes	Issued	\$401.00	Paper Check	
163281	10/17/2025	10657	Segovia'S Distributing, Inc.	Issued	\$360.68	Paper Check	
163282	10/17/2025	10662	Sizzling Caesars, Llc	Issued	\$139.80	Paper Check	
163283	10/17/2025	20022	Citibank	Issued	\$88.90	Paper Check	
163284	10/17/2025	20022	Citibank	Issued	\$278.52	Paper Check	
163285	10/17/2025	20022	Citibank	Issued	\$277.52	Paper Check	
163286	10/17/2025	20038	wholesale Lumber	Issued	\$12.78	Paper Check	
163287	10/17/2025	20169	El Paso County Water Improvement	Void with Reissue	\$3,559.48	Paper Check	10/29/2025
163288	10/17/2025	20254	Texas Association of School Pers	Issued	\$150.00	Paper Check	
163289	10/17/2025	20255	Mentru Enterprises	Issued	\$172.50	Paper Check	
163290	10/17/2025	20353	Barnes and Noble Book Store	Issued	\$2,419.49	Paper Check	
163291	10/17/2025	20389	Mountain Desert Water LLC	Issued	\$257.40	Paper Check	
163292	10/17/2025	20572	Dell Marketing L.P.	Issued	\$115.36	Paper Check	
163293	10/17/2025	20611	Frontline Technologies	Issued	\$750.00	Paper Check	
163294	10/17/2025	20614	Lowman Consulting LLC	37	Issued	\$4,950.00	Paper Check
163295	10/17/2025	20662	Citibank	Issued	\$211.39	Paper Check	

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163296	10/17/2025	20876	GH Dairy El Paso	Issued	\$520.93	Paper Check
163297	10/17/2025	21127	Scenario Learning, LLC	Issued	\$1,904.50	Paper Check
163298	10/17/2025	21133	Elliott Electric Supply, Inc	Issued	\$560.10	Paper Check
163299	10/17/2025	21159	Discovery Education, Inc	Issued	\$2,865.00	Paper Check
163300	10/17/2025	501160	Albert Realyvasquez	Issued	\$407.00	Paper Check
163301	10/20/2025	20301	El Paso County Tax Assessor-Coll	Issued	\$10.25	Paper Check
163302	10/20/2025	20301	El Paso County Tax Assessor-Coll	Issued	\$10.25	Paper Check
163303	10/20/2025	20301	El Paso County Tax Assessor-Coll	Issued	\$10.25	Paper Check
163304	10/21/2025	10630	Region 19 Education Service Center	Issued	\$9,814.00	Paper Check
163305	10/21/2025	10662	Sizzling Caesars, Llc	Issued	\$69.90	Paper Check
163306	10/21/2025	20389	Mountain Desert Water LLC	Issued	\$183.15	Paper Check
163307	10/21/2025	20579	Linebarger Goggan Blair & Sampso	Issued	\$3,169.00	Paper Check
163308	10/21/2025	21027	LEAF Capital Funding LLC	Issued	\$2,520.14	Paper Check
163309	10/22/2025	10138	El Paso Disposal, LP	Issued	\$565.00	Paper Check
163310	10/24/2025	10190	Fabens Oil Co.	Issued	\$554.63	Paper Check
163311	10/24/2025	10361	Home Depot Credit Services	Issued	\$379.75	Paper Check
163312	10/24/2025	10543	Labatt Food Service	Issued	\$8,450.76	Paper Check
163313	10/24/2025	10657	Segovia'S Distributing, Inc.	Issued	\$414.03	Paper Check
163314	10/24/2025	10867	West Texas County Courier	Issued	\$3,500.00	Paper Check
163315	10/24/2025	20022	Citibank	Issued	\$931.94	Paper Check
163316	10/24/2025	20022	Citibank	Issued	\$221.27	Paper Check
163317	10/24/2025	20022	Citibank	Issued	\$323.63	Paper Check
163318	10/24/2025	20022	Citibank	Issued	\$363.54	Paper Check
163319	10/24/2025	20022	Citibank	Issued	\$172.18	Paper Check
163320	10/24/2025	20022	Citibank	Issued	\$221.27	Paper Check
163321	10/24/2025	20022	Citibank	Issued	\$16.97	Paper Check

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163322	10/24/2025	20022	Citibank	Issued	\$449.64	Paper Check
163323	10/24/2025	20022	Citibank	Issued	\$49.91	Paper Check
163324	10/24/2025	20022	Citibank	Issued	\$179.67	Paper Check
163325	10/24/2025	20022	Citibank	Issued	\$363.54	Paper Check
163326	10/24/2025	20022	Citibank	Issued	\$93.41	Paper Check
163327	10/24/2025	20022	Citibank	Issued	\$655.00	Paper Check
163328	10/24/2025	20022	Citibank	Issued	\$202.22	Paper Check
163329	10/24/2025	20022	Citibank	Issued	\$61.95	Paper Check
163330	10/24/2025	20022	Citibank	Issued	\$140.80	Paper Check
163331	10/24/2025	20022	Citibank	Issued	\$221.27	Paper Check
163332	10/24/2025	20022	Citibank	Issued	\$221.27	Paper Check
163333	10/24/2025	20022	Citibank	Issued	\$2,042.64	Paper Check
163334	10/24/2025	20022	Citibank	Issued	\$363.54	Paper Check
163335	10/24/2025	20022	Citibank	Issued	\$149.99	Paper Check
163336	10/24/2025	20022	Citibank	Issued	\$402.00	Paper Check
163337	10/24/2025	20022	Citibank	Issued	\$323.63	Paper Check
163338	10/24/2025	20022	Citibank	Issued	\$363.54	Paper Check
163339	10/24/2025	20022	Citibank	Issued	\$40.54	Paper Check
163340	10/24/2025	20120	HB Electronics	Issued	\$297.56	Paper Check
163341	10/24/2025	20180	ACET	Issued	\$650.00	Paper Check
163342	10/24/2025	20335	Health Special Risk, Inc.	Issued	\$1,487.00	Paper Check
163343	10/24/2025	20338	Rio Seco Ag. LLC	Issued	\$83.00	Paper Check
163344	10/24/2025	20456	Ann Morales	Issued	\$65.00	Paper Check
163345	10/24/2025	20553	Bob Farley Music, Inc	Issued	\$48.75	Paper Check
163346	10/24/2025	20678	Luis Sepulveda	Issued	\$580.00	Paper Check
163347	10/24/2025	20814	El Pasoans Fighting Hunger	Issued	\$220.40	Paper Check

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163348	10/24/2025	20821	Winsupply of West El Paso	Issued	\$3,098.64	Paper Check
163349	10/24/2025	20876	GH Dairy El Paso	Issued	\$624.86	Paper Check
163350	10/24/2025	20894	J.W. Pepper & Son, Inc.	Issued	\$65.00	Paper Check
163351	10/24/2025	20895	linde gas & equipment inc	Issued	\$55.90	Paper Check
163352	10/24/2025	21024	Riveting Results LLC	Issued	\$2,356.00	Paper Check
163353	10/24/2025	21156	Black Fire & Security Services LLC	Issued	\$7,338.35	Paper Check
163354	10/24/2025	21164	Everway LLC	Issued	\$5,855.90	Paper Check
163355	10/24/2025	20335	Health Special Risk, Inc.	Issued	\$12,843.00	Paper Check
163359	10/29/2025	20169	El Paso County Water Improvement	Issued	\$3,559.48	Paper Check
163360	10/30/2025	20169	El Paso County Water Improvement	Issued	\$30.00	Paper Check
163361	10/31/2025	10040	Game One	Issued	\$3,547.76	Paper Check
163362	10/31/2025	10144	El Paso ISD	Issued	\$798.23	Paper Check
163363	10/31/2025	10543	Labatt Food Service	Issued	\$148.57	Paper Check
163364	10/31/2025	10630	Region 19 Education Service Center	Issued	\$4,750.00	Paper Check
163365	10/31/2025	10657	Segovia'S Distributing, Inc.	Issued	\$1,147.53	Paper Check
163366	10/31/2025	10870	Windstream	Issued	\$3,979.30	Paper Check
163367	10/31/2025	20022	Citibank	Issued	\$598.32	Paper Check
163368	10/31/2025	20022	Citibank	Issued	\$675.54	Paper Check
163369	10/31/2025	20022	Citibank	Issued	\$598.32	Paper Check
163370	10/31/2025	20022	Citibank	Issued	\$449.64	Paper Check
163371	10/31/2025	20022	Citibank	Issued	\$10.15	Paper Check
163372	10/31/2025	20022	Citibank	Issued	\$404.45	Paper Check
163373	10/31/2025	20022	Citibank	Issued	\$532.37	Paper Check
163374	10/31/2025	20022	Citibank	Issued	\$449.64	Paper Check
163375	10/31/2025	20022	Citibank	Issued	\$598.32	Paper Check
163376	10/31/2025	20022	Citibank	Issued	\$598.32	Paper Check

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163377	10/31/2025	20022	Citibank	Issued	\$2,874.80	Paper Check
163378	10/31/2025	20022	Citibank	Issued	\$151.00	Paper Check
163379	10/31/2025	20022	Citibank	Issued	\$449.64	Paper Check
163380	10/31/2025	20022	Citibank	Issued	\$972.27	Paper Check
163381	10/31/2025	20022	Citibank	Issued	\$598.32	Paper Check
163382	10/31/2025	20301	El Paso County Tax Assessor-Coll	Issued	\$10.25	Paper Check
163383	10/31/2025	20301	El Paso County Tax Assessor-Coll	Issued	\$10.25	Paper Check
163384	10/31/2025	20465	806 Technologies, Inc	Issued	\$2,400.00	Paper Check
163385	10/31/2025	20509	El Paso Tradew School inc.	Issued	\$140,700.00	Paper Check
163386	10/31/2025	20662	Citibank	Issued	\$165.52	Paper Check
163387	10/31/2025	20876	GH Dairy El Paso	Issued	\$1,113.92	Paper Check
163388	10/31/2025	21135	Yvette Sierra Duchene	Issued	\$1,250.00	Paper Check
163389	10/31/2025	10657	Segovia'S Distributing, Inc.	Issued	\$19.68	Paper Check
163390	10/31/2025	20022	Citibank	Issued	\$1,241.92	Paper Check
163391	10/31/2025	20662	Citibank	Issued	\$1,000.67	Paper Check
163392	10/31/2025	21108	Nancy Menjivar	Issued	\$460.00	Paper Check
163393	10/31/2025	10724	Texas AFT- Associate Membership Program	Issued	\$202.50	Paper Check
163394	10/31/2025	10848	United Way Of El Paso County	Issued	\$45.00	Paper Check
163395	10/31/2025	20008	Texas State Teacher Association	Issued	\$49.42	Paper Check
163396	10/31/2025	20009	Association of Texas Professional Educator	Issued	\$78.85	Paper Check
163397	10/31/2025	20009	Association of Texas Professional Educator	Issued	\$78.85	Paper Check
163398	10/31/2025	20010	LegalShield	Issued	\$93.66	Paper Check
163399	10/31/2025	20011	First Financial Group of America	Issued	\$30,094.62	Paper Check
10002603	10/03/2025	20765	Commerce Bank	Issued	\$10,183.73	ACH
10002605	10/17/2025	20765	Commerce Bank	Issued	\$25,904.30	ACH
10002606	10/17/2025	20765	Commerce Bank	Issued	\$1,006.94	ACH

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10002607	10/24/2025	20765	Commerce Bank	Issued	\$192.19	ACH
10002608	10/31/2025	20012	Texas Child Support Disbursement Unit	Issued	\$645.80	ACH
10002609	10/31/2025	20012	Texas Child Support Disbursement Unit	Issued	\$1.50	ACH
10002610	10/31/2025	20012	Texas Child Support Disbursement Unit	Issued	\$1.50	ACH
10002611	10/31/2025	20012	Texas Child Support Disbursement Unit	Issued	\$785.00	ACH
10002612	10/31/2025	20012	Texas Child Support Disbursement Unit	Issued	\$645.80	ACH
10002613	10/31/2025	20012	Texas Child Support Disbursement Unit	Issued	\$1.50	ACH
10002614	10/31/2025	20012	Texas Child Support Disbursement Unit	Issued	\$785.00	ACH
10002615	10/31/2025	20012	Texas Child Support Disbursement Unit	Issued	\$1.50	ACH
10002616	10/31/2025	20765	Commerce Bank	Issued	\$2,403.06	ACH
200001782	10/03/2025	10105	Continental Termite & Pest Control,	Issued	\$475.00	Vendor Credit Card
200001783	10/03/2025	10626	Records Consultants, Inc.	Issued	\$978.35	Vendor Credit Card
200001784	10/03/2025	10859	Verizon Wireless	Issued	\$192.19	Vendor Credit Card
200001785	10/03/2025	20470	O'Reilly Auto Enterprises LLC	Issued	\$28.59	Vendor Credit Card
200001787	10/17/2025	10702	TASA	Issued	\$925.62	Vendor Credit Card
200001788	10/17/2025	10703	TASB	Issued	\$1,200.00	Vendor Credit Card
200001789	10/17/2025	20470	O'Reilly Auto Enterprises LLC	Issued	\$277.44	Vendor Credit Card
200001790	10/24/2025	10669	Sonitrol Of El Paso	Issued	\$1,950.00	Vendor Credit Card
200001791	10/24/2025	10707	TASBO	Issued	\$740.00	Vendor Credit Card
200001792	10/24/2025	20368	CEV Multimedia Ltd	Issued	\$10,180.00	Vendor Credit Card
200001793	10/24/2025	20490	Blanco Ordonez Mata & Wallace P.	Issued	\$3,993.00	Vendor Credit Card
200001794	10/24/2025	20664	Region IV Education Service Center	Issued	\$312.97	Vendor Credit Card
200001795	10/31/2025	10105	Continental Termite & Pest Control,	Issued	\$655.00	Vendor Credit Card
200001796	10/31/2025	10221	Flinn Scientific, Inc.	Issued	\$174.04	Vendor Credit Card
200001797	10/31/2025	10859	Verizon Wireless	Issued	\$189.18	Vendor Credit Card
200001798	10/31/2025	20265	4imprint, Inc.	Issued	\$3,346.71	Vendor Credit Card

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200001799	10/31/2025	20470	O'Reilly Auto Enterprises LLC	Issued	\$208.37	Vendor Credit Card
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Total Checks: 232

Total Amount: 522,043.66

<u>Payee Name</u>	<u>Invoice Number</u>	<u>Invoice Date</u>	<u>Check Number</u>	<u>Check Date</u>	<u>Invoice Description</u>	<u>Account Number</u>	<u>Pgm Year</u>	<u>Invoice Amount</u>	<u>Invoice Type</u>	<u>Doc ID</u>
Citibank	59F3A0D9-0002	09/23/2025	163207	10/01/2025	subscription	199-53-6399-01-953-99-0-00		228	Check Request	104880
Citibank	SXQL-515	09/22/2025	163221	10/03/2025	2025 Conferences - Hotel, Avis and Flight Travel Expenses.	199-53-6411-00-953-99-0-00		364.51	PO	156129
Citibank	SXQL-513	09/22/2025	163222	10/03/2025	2025 Conferences - Hotel, Avis and Flight Travel Expenses.	199-53-6411-00-953-99-0-00		364.51	PO	156129
Citibank	414191400	09/25/2025	163223	10/03/2025	2025 Conferences - Hotel, Avis and Flight Travel Expenses.	199-53-6411-00-953-99-0-00		142.8	PO	156129
Citibank	411-Elias	09/26/2025	163224	10/03/2025	X Country Lubbock 9-26 hotel fees	181-36-6412-00-001-91-0-72		215.82	PO	156159
Citibank	13391	09/05/2025	163225	10/03/2025	Texas Association of Future Educators (TAFE) membership renewal for THS.	199-11-6495-00-001-22-0-00		95	PO	156165
Citibank	114-2993495-0985048-2	09/02/2025	163226	10/03/2025	Describe your new line item.	211-61-6499-00-999-30-0-00	2026	30.66	AP Invoice	
Citibank	9110348624	09/22/2025	163227	10/03/2025	Webinar JJKeller & Assoc	199-41-6399-00-727-99-0-00		1,138.20	Check Request	105109
Citibank	2C9FE870-0003	09/07/2025	163228	10/03/2025	Misc. purchases by the superintendent's office	199-41-6499-00-701-99-0-00		21.28	PO	155997
Citibank	111-8326917-7969010	09/15/2025	163229	10/03/2025	Supplies for district wide	199-51-6499-00-951-99-0-00		79.98	PO	156180
Citibank	00095172	10/14/2025	163283	10/17/2025	Catering for 10/14 and 10/15	199-13-6499-00-916-11-0-00		88.9	PO	156229
Citibank	1278649	10/13/2025	163284	10/17/2025	Catering for ELPS training	199-13-6499-00-916-11-0-00		278.52	PO	156157
Citibank	1278919	10/14/2025	163285	10/17/2025	Breakfast for Teachers PD 10/14/25	461-23-6499-00-041-11-0-00		277.52	PO	156224
Citibank	111-8697139-6715453	10/16/2025	163315	10/24/2025	Misc Supplies for 2025-2025 school year.	199-53-6399-00-953-99-0-00		931.94	PO	156223
Citibank	418-Elias	10/18/2025	163316	10/24/2025	Hotel reservations for X Country Lubbock 10-18-25	181-36-6412-00-001-91-0-00		221.27	PO	156236
Citibank	C2879U	09/12/2025	163317	10/24/2025	Travel costs for MASBA conf. - M. Saldana	199-41-6419-05-702-99-0-00		323.63	PO	156140
Citibank	1000074425	10/14/2025	163318	10/24/2025	Travel costs for PFE conference - Waco, TX - 10/14-17	289-13-6411-00-999-11-8-00	2024	363.54	PO	156186
Citibank	112-6612302-4851438	09/07/2025	163319	10/24/2025	Misc items for Finance Office	199-41-6399-00-750-99-0-00		172.18	PO	156071
Citibank	420-Elias	10/18/2025	163320	10/24/2025	Hotel reservations for X Country Lubbock 10-18-25	181-36-6412-00-001-91-0-00		221.27	PO	156236
Citibank	111-1358152-8746619	10/16/2025	163321	10/24/2025	Misc items for Finance Office	199-41-6399-00-750-99-0-00		16.97	PO	156071
Citibank	2152421	10/02/2025	163322	10/24/2025	Travel costs for MASBA conf. - O. Bosquez	199-41-6419-01-702-99-0-00		449.64	PO	156131
Citibank	2000138-52691845	10/16/2025	163323	10/24/2025	Misc items for Finance Office	199-41-6399-00-750-99-0-00		49.91	PO	156071
Citibank	1152311	09/26/2025	163324	10/24/2025	Technology, Human Resources & Finance Appreciation Luncheon	199-41-6499-00-727-99-0-00		179.67	PO	156156
Citibank	1000074426	10/14/2025	163325	10/24/2025	Travel costs for PFE conference - Waco, TX - 10/14-17	289-13-6411-00-999-11-8-00	2024	363.54	PO	156186
Citibank	451316995	10/19/2025	163326	10/24/2025	Travel costs for Mingo Summit - Oct. 2025 - Dallas, TX	199-53-6411-00-953-99-0-00		93.41	PO	156007
Citibank	ZLNM96VPY48	10/16/2025	163327	10/24/2025	Travel arrangements for defiant student conference	289-13-6411-00-999-11-8-00	2024	655	PO	156235
Citibank	1000435309	10/18/2025	163328	10/24/2025	Travel costs for Mingo Summit - Dallas, TX	199-51-6411-00-951-99-0-00		202.22	PO	156160
Citibank	111-3386437-7299423	09/07/2025	163329	10/24/2025	Misc items for Finance Office	199-41-6399-00-750-99-0-00		61.95	PO	156071

Citibank	5040443	09/16/2025	163330	10/24/2025	Band student meal for 9-18-25	461-11-6399-00-001-11-0-01		140.8	PO 156181
Citibank	421-Elias	10/18/2025	163331	10/24/2025	Hotel reservations for X Country Lubbock 10-18-25	181-36-6412-00-001-91-0-00		221.27	PO 156236
Citibank	410-Elias	10/18/2025	163332	10/24/2025	Hotel reservations for X Country Lubbock 10-18-25	181-36-6412-00-001-91-0-00		221.27	PO 156236
Citibank	BZMQKE	09/24/2025	163333	10/24/2025	Travel costs for PFE conference - Waco, TX - 10/14-17	289-13-6411-00-999-11-8-00	2024	2,042.64	PO 156186
Citibank	1000074427	10/14/2025	163334	10/24/2025	Travel costs for PFE conference - Waco, TX - 10/14-17	289-13-6411-00-999-11-8-00	2024	363.54	PO 156186
Citibank	111-2541424-0257825	10/13/2025	163335	10/24/2025	Supplies and materials for computer screen	429-11-6399-12-044-11-1-00		149.99	PO 156188
Citibank	287286	10/13/2025	163336	10/24/2025	Catering for Staff Development for 10/14/25	289-13-6499-00-999-11-8-00	2024	402	PO 156240
Citibank	C2BZZ8	09/12/2025	163337	10/24/2025	Travel costs for MASBA conf. - O. Bosquez	199-41-6419-01-702-99-0-00		323.63	PO 156131
Citibank	1000074428	10/14/2025	163338	10/24/2025	Travel costs for PFE conference - Waco, TX - 10/14-17	289-13-6411-00-999-11-8-00	2024	363.54	PO 156186
Citibank	111-4156510-1330602	10/16/2025	163339	10/24/2025	Misc items for Finance Office	199-41-6399-00-750-99-0-00		40.54	PO 156071
Citibank	111-1328648-5557837	09/16/2025	163356	10/24/2025	Homecoming 2025 senior activities	865-00-2191-01-001-01-0-00		916.74	PO 156079
Citibank	111-5488498-5795412	09/11/2025	163357	10/24/2025	Homecoming 2025 senior activities	865-00-2191-01-001-01-0-00		15.95	PO 156079
Citibank	111-1793317-7596263	09/11/2025	163358	10/24/2025	Homecoming 2025 senior activities	865-00-2191-01-001-01-0-00		14.38	PO 156079
Citibank	18286932	09/11/2025	163367	10/31/2025	txEDCON 2025 flight & hotel - Saldaña	199-00-1410-00-701-00-0-00		598.32	PO 155922
Citibank	512	10/14/2025	163368	10/31/2025	Travel Costs - TACS 2025 - R. Vega	199-41-6411-00-701-99-0-00		675.54	PO 156175
Citibank	18286916	09/11/2025	163369	10/31/2025	txEDCON 2025 flight & hotel - Estrada	199-41-6419-06-702-99-0-00		598.32	PO 155860
Citibank	2152420	10/02/2025	163370	10/31/2025	Travel costs for MASBA conf. - M. Delgado	199-41-6419-03-702-99-0-00		449.64	PO 156141
Citibank	TI29789632	10/24/2025	163371	10/31/2025	Travel costs for PFE conference - Waco, TX - 10/14-17	289-13-6411-00-999-11-8-00	2024	10.15	PO 156186
Citibank	1000435548	10/18/2025	163372	10/31/2025	Travel costs for Mingo Summit - Oct. 2025 - Dallas, TX	199-41-6411-00-701-99-0-00		404.45	PO 156012
Citibank	12536303	09/25/2025	163373	10/31/2025	Supplies for district wide	199-51-6499-00-951-99-0-00		532.37	PO 156180
Citibank	2152419	10/02/2025	163374	10/31/2025	Travel costs for MASBA conf. - I. Estrada	199-41-6419-06-702-99-0-00		449.64	PO 156138
Citibank	18287247	09/11/2025	163375	10/31/2025	txEDCON 2025 flight & hotel - R. Vega	199-41-6411-00-701-99-0-00		598.32	PO 155867
Citibank	18286650	09/11/2025	163376	10/31/2025	txEDCON 2025 flight & hotel - Delgado	199-41-6419-03-702-99-0-00		598.32	PO 155869
Citibank	BTX3M2	10/30/2025	163377	10/31/2025	Travel arrangements for defiant student conference	289-13-6411-00-999-11-8-00	2024	2,874.80	PO 156235
Citibank	221094A	10/24/2025	163378	10/31/2025	Materials needed for Special Education Department- Vendors who do not accept PO etc.	199-21-6399-00-918-23-0-00		151	PO 156114
Citibank	2151725	10/02/2025	163379	10/31/2025	Travel costs for MASBA conf. - M. Saldana	199-41-6419-05-702-99-0-00		449.64	PO 156140
Citibank	18272531	09/15/2025	163380	10/31/2025	txEDCON 2025 flight & hotel - Bullard	199-41-6419-02-702-99-0-00		972.27	PO 155858
Citibank	18287258	09/11/2025	163381	10/31/2025	txEDCON 2025 flight & hotel - Bosquez	199-41-6419-05-702-99-0-00		598.32	PO 155868
Citibank	BOP5OD	10/24/2025	163390	10/31/2025	Travel arrangements for LSSSCA conference	289-13-6411-00-999-11-8-00	2024	1,241.92	PO 156254

Citibank Sams Club	10341140736	09/05/2025	163238	10/03/2025	Hospitality room catering items for Cross country race.	181-36-6499-00-001-91-0-00	147.45	PO 156081
Citibank Sams Club	882609043980967839747 6	09/24/2025	163239	10/03/2025	Home coming Fundraiser	461-51-6499-00-951-99-0-00	483.24	PO 156191
Citibank Sams Club	265182557247633760742	09/23/2025	163240	10/03/2025	For HS Catering/Meeting Items for SY 25-26	101-35-6341-00-903-99-0-00	291.05	PO 156064
Citibank Sams Club	05604436409410862381	09/24/2025	163241	10/03/2025	Restocking break room	199-51-6499-00-951-99-0-00	10.14	PO 156102
Citibank Sams Club	11077920781545108187	09/25/2025	163242	10/03/2025	Home coming Fundraiser	461-51-6499-00-951-99-0-00	73.7	PO 156191
Citibank Sams Club	10348646936	09/24/2025	163255	10/03/2025	Purchase concession items for the month of September	865-00-2191-01-999-01-0-00	315.08	PO 156022
Citibank Sams Club	10353430014	10/07/2025	163295	10/17/2025	Cross Country Meet Hospitality on 10-9-25	181-36-6499-00-001-91-0-00	211.39	PO 156207
Citibank Sams Club	10362110822	10/28/2025	163386	10/31/2025	Hospitality and department supplies for 2025-2026 School year	199-21-6499-00-918-99-0-00	165.52	PO 156048
Citibank Sams Club	317581566955218426921 5	09/22/2025	163391	10/31/2025	Describe your new line item.	211-61-6499-00-999-30-0-00	2026	1,000.67 AP Invoice
					Citibank Total		26749.39	

Txn ID	Post Date	Account #	Year	Bdgt Owner	Amount	Doc ID	System	Vendor ID	Vendor Name	Paid Date
1294233	9/19/2025	181-00-2110-02-000-00-0-00	2026	000	-78.00	200001770	AP Check	10070	C & M Plaql	9/19/2025
1294241	9/19/2025	199-00-2110-02-000-00-0-00	2026	000	-9108.02	200001771	AP Check	10229	Follett Schc	9/19/2025
1294243	9/19/2025	199-00-2110-02-000-00-0-00	2026	000	-378.35	200001772	AP Check	10626	Records Co	9/19/2025
1294235	9/19/2025	199-00-2110-02-000-00-0-00	2026	000	-95.00	200001773	AP Check	10669	Sonitrol Of	9/19/2025
1294246	9/19/2025	199-00-2110-02-000-00-0-00	2026	000	-56.04	200001777	AP Check	20470	O'Reilly Aut	9/19/2025
1294238	9/19/2025	429-00-2110-02-000-00-0-00	2026	000	-468.32	200001774	AP Check	10687	Staples Adv	9/19/2025
1294260	9/19/2025	865-00-2110-02-000-00-0-00	2026	000	-672.13	200001778	AP Check	20414	Taymark	9/19/2025
1298253	10/3/2025	199-00-2110-02-000-00-0-00	2026	000	-475.00	200001782	AP Check	10105	Continenta	10/3/2025
1295859	9/26/2025	199-00-2110-02-000-00-0-00	2026	000	-22627.20	200001779	AP Check	10679	Spectrum Ii	9/26/2025
1295863	9/26/2025	199-00-2110-02-000-00-0-00	2026	000	-2562.14	200001781	AP Check	20265	4imprint, In	9/26/2025
1295861	9/26/2025	429-00-2110-02-000-00-0-00	2026	000	-45.96	200001780	AP Check	10687	Staples Adv	9/26/2025
1294248	9/19/2025	199-00-2110-02-000-00-0-00	2026	000	-194.00	200001775	AP Check	20036	Johnstone §	9/19/2025
1298258	10/3/2025	199-00-2110-02-000-00-0-00	2026	000	-978.35	200001783	AP Check	10626	Records Co	10/3/2025
1298255	10/3/2025	199-00-2110-02-000-00-0-00	2026	000	-28.59	200001785	AP Check	20470	O'Reilly Aut	10/3/2025
					-37767.10					



Human Resources Department

19200 Cobb Street
Tornillo, TX 79853
Phone 915.765.3026
Fax 915.765.3099

MEMORANDUM

To:
From:
Subject:
Date:

HISTORY:

RATIONALE:

BUDGET IMPACT:

ADMINISTRATIVE RECOMMENDATION:



Waivers

2025-2026 Application for Bilingual Exception / ESL Waiver

Waiver ID: 86503

Application Information

Category: General

Creator: Lizeth Carroll, District Editor

Status: Submitted to TEA

Creation Date: 10/28/2025

Approving Superintendent: Rosa Vega-Barrio

Assigned To:

Creator Email: carrolll@tisd.us

Approving Superintendent Email: rvegab@tisd.us

LEA Contact

Full Name: Lizeth Carroll

Phone: (915) 765-3050 Ext: 3050

Email: carrolll@tisd.us

LEA Information

LEA: TORNILLO ISD (071908)

Address: P O BOX 170, TORNILLO, TX 79853-0170

Phone: (915) 765-3000

HR Director Contact

Full Name: Lizeth Carroll

Phone: (915) 765-3050 Ext: 3050

Email: carrolll@tisd.us

Special Instructions

A Local Education Agency (LEA), including school districts, open-enrollment charters, and districts of innovation are required to identify and serve emergent bilingual (EB) students through bilingual education, per Texas Administrative Code (TAC) §89.1205. If the LEA does not have the appropriately certified educators for their required bilingual or English as a second language (ESL) program, they will file the applicable bilingual exception or ESL waiver for the teachers and students impacted, per 19 TAC §89.1207.

This is a one-year provisional measure taken to report the current needs of the district and to specify the actions to be taken in order to secure the appropriately certified staff, provide training and support to the teachers under the exception/waiver, and verify the implementation of temporary alternative methods that meet the affective, linguistic, and cognitive needs of the emergent bilingual students and align as closely as possible to the required bilingual or ESL program. The district's bilingual/ESL program contact and/or the human resource contact person may complete and submit the exception/waiver application. The application includes a verification that the superintendent has reviewed and approved the application.

- The Alternative Methods Description shall include how the district is going to align the temporary methods as closely as possible to the required bilingual/ESL program to meet the affective, linguistic, and cognitive needs of EB students. Describe the activities and how they will aim to meet the expected goal during this year's cyclical process.
- The Action Plan shall include 3-5 measurable targeted activities planned for the school year to recruit, hire, and retain the appropriate certified teachers. A description of the activity and the goal will be included with the expected completion date during this year's cyclical process.
- The Comprehensive Professional Development Plan will include how the district plans to use the 10% of the Bilingual Education Allotment (BEA) funds to prepare teachers under an exception or waiver with high-impact professional learning opportunities during this year's cyclical process.

To submit your Bilingual Exception/ESL Waiver Application you must provide the district Information on the TEAL Dashboard, including the Alternative Methods Description, a Comprehensive Professional Development Plan, and the Action Plan to actively recruit and retain bilingual/ESL teachers to avoid filing for a Bilingual Exception and/or ESL Waiver in subsequent years.

▲ **Alternative Methods and Recruiting Activities**

1. BILINGUAL PROGRAM ALTERNATIVE METHODS DESCRIPTION.

Describe how the district plans to align the temporary alternative methods as closely as possible to the required bilingual program to meet the affective, linguistic, and cognitive needs of EB students. Be sure to describe the activities and how they will aim to meet the expected goal during this year’s cyclical process separately by selecting "Add Activity Details" button. This data is mandatory only if you are requesting for BIL exception.

All of the bilingual teachers are fluent in the second language and have close ties with the culture of the students as they also have Hispanic heritage. District wide, celebrations and customs from Hispanic and American cultures are acknowledged and observed to promote confidence and positive identity. Instruction is carefully planned to provide plenty of opportunities to practice the four language domains in both languages, following the District Dual language guidelines, to ensure that students master the required essential knowledge and skills and high order thinking skills. Educators use best practices and authentic literature to promote language development, collaboration, and high levels of engagement in both languages.

▲ **Activity Details Summary**

Number	Activity Description	Plan/Goal of the Activity	Completion Date Range
1	5th grade is departmentalized, the ELAR and Math teachers are experienced EC-4 Bilingual Certified and the Science teacher is ESL certified. Teachers would need sporadic support from administration to continue applying the language supports to the higher grade level. The team will continue planning strategies to utilize during their daily PLC sessions.	Students expectations will be uniform among among all content area teachers, providing a safer learning environment Students will have more coordinated opportunities to continue acquiring the second language. By all content teachers collaborating during PLCs, the level of rigor will be incremented gradually across.	November - January
2	The Instructional Specialist (certified) will support the SPED unit teacher with lesson planning to ensure bilingual services are included.	Make sure bilingual strategies are part of the lesson delivery to promote 100% participation Allow students the opportunities to practice the 4 language domains Differentiate activities to promote student learning growth	February - April
3	The Instructional Specialist will support lesson delivery to the elementary 2nd grade teacher (who is in the last stages to become bilingual certified)	Students will feel successful after actively participating in the activities Students will have the opportunity to apply what they learn in different ways Students will have vocabulary supports to continue developing the second language	February - April

2. ESL PROGRAM ALTERNATIVE METHODS DESCRIPTION.

Describe how the district plans to align the temporary alternative methods as closely as possible to the required ESL program to meet the affective, linguistic, and cognitive needs of EB students. Be sure to describe the activities and how they will aim to meet the expected goal during this year’s cyclical process separately by selecting "Add Activity Details" button. This data is mandatory only if you are requesting for ESL waiver.

All of the ESL educators have close ties with the culture of the Emergent Bilingual students as they also have Hispanic heritage. District wide, celebrations and customs from Hispanic and American cultures are acknowledged and observed to promote confidence and positive identity. Instruction is carefully planned to provide plenty of opportunities to practice the four language domains to accelerate language acquisition and ensure that students master the required essential knowledge and skills and high order thinking skills. Educators use best practices to ensure comprehensive input and speaking opportunities are provided throughout the day to promote language development, collaboration, and high levels of engagement.

^ Activity Details Summary

Number	Activity Description	Plan/Goal of the Activity	Completion Date Range
1	ESL teachers will continue receiving training in SIOP, ELPS and CBLIU at the region service center. The three teachers will also receive coaching by ESC consultants.	The ESL classes will increase opportunities to collaborate and get integrated to the lessons and activities The ESL classes will increase opportunities to acquire the second language by establishing more language supports EB students will be able to use their native language background knowledge to build on new learning	February - April

3. ACTION PLAN WITH TARGETED RECRUITING ACTIVITIES.

Describe the district's action plan for the current school year. The plan should include 3-5 measurable targeted activities the district will complete during the year to recruit, hire, and retain appropriately certified teachers. A description of the activity and goal will be included with the expected completion date during this year's cyclical process. The activities should (1) demonstrate support for teachers seeking certification, including access to TEA's free certification resources, (2) reflect efforts to recruit certified teachers to the district, and (3) strengthen program implementation by preparing teachers under the bilingual exception or ESL waiver to better serve the needs of the district's emergent bilingual students. Provide the activity information separately by selecting "Add Activity Details" button.

Provide information regarding TEA preparation courses to take bilingual, ESL exams. Continue offering/advertising bilingual, ESL stipend of 3,000, and reimbursing test registration fees if getting a passing score. In collaboration with local university, to house student teacher-residents that will graduate with a bilingual certification. Support paraprofessionals employees to culminate their bachelors degree as bilingual teachers.

^ Activity Details Summary

Number	Activity Description	Plan/Goal of the Activity	Completion Date Range	Person Responsible
1	Promote the district bilingual/ESL stipend (3,000) to make certification more financially attractive. Promote the reimbursement of bilingual/esl certification tests, once passed.	Motivate all teachers to become bilingual/esl certified to have more options when making staffing decisions.	November - January	Bilingual Department Representative
2	Have in-house resources and study guides readily available for teachers to better prepare to be successful in the test.	Support our own regular ed. teachers to take the bilingual/ESL tests in case they need to transfer in to a bilingual/ESL assignment	February - April	Bilingual Department Representative
3	ESL teachers will continue receiving training on SIOP, ELPS and CBLI at the region service center. These three teachers will also receive coaching by ESC consultants.	ESL classes will increase opportunities to acquire the second language by establishing more language supports	February - April	Campus Administrator

4. COMPREHENSIVE PROFESSIONAL DEVELOPMENT PLAN.

Include how the district plans to use the 10% of the Bilingual Education Allotment (BEA) funds to prepare teachers under an exception or waiver with high-impact professional learning opportunities during this year's cyclical process.

Collaboration with Seidlitz Education to deliver a training on strategies to build capacity amongst teachers on strategies to develop and strengthen students acquisition of the English language. Collaboration with external contractor to train teachers in need to get Bilingual/ESL certification as well as for teachers who are interested in obtaining such certification. Reimbursement for the Bilingual/ESL testing fee when passed. Registration fee for conferences focusing on meeting the needs of emergent bilingual students.

Summary

BIL Exception

Campus Name	Language	Number Of	All Grades	PK	K	1	2	3	4	5	6	7	8	9	10	11	12	Expected Date of Test Completion	Program Models	Explanation		
TORNILLO INT	Spanish	Students		0	1	3	0	16	1	18	0	0	0	0	0	0	0	0				
		Classrooms		0	1	1	0	2	1	1	0	0	0	0	0	0	0	0	0			
		Teachers		0	1	1	0	2	1	4	0	0	0	0	0	0	0	0	0			
		Teacher Name	Jacqueline Bouche		✓	✓		✓	✓										05/29/2026			
		Teacher Name	Stacey Arenas						✓										05/29/2026	Dual Language Immersion One-Way	NA	
		Teacher Name	Claudia Anaya								✓								05/29/2026			
		Teacher Name	Laura Roa								✓								05/29/2026			
		Teacher Name	Omar Puente								✓								05/29/2026			
		Teacher Name	Peter Anguiano								✓								05/29/2026			

ESL Waiver

Campus Name	Number Of	All Grades	PK	K	1	2	3	4	5	6	7	8	9	10	11	12	Expected Date of Test Completion	Program Models	Explanation	
TORNILLO J H	Students		0	0	0	0	0	0	0	26	0	0	0	0	0	0				
	Classrooms		0	0	0	0	0	0	0	2	0	0	0	0	0	0				
	Teachers		0	0	0	0	0	0	0	1	0	0	0	0	0	0			Pull-Out ESL	NA
	Teacher Name	Lilia Delgado								✓								05/29/2026		
TORNILLO H S	Students		0	0	0	0	0	0	0	0	0	0	3	8	0	15				
	Classrooms		0	0	0	0	0	0	0	0	0	0	1	1	0	2				
	Teachers		0	0	0	0	0	0	0	0	0	0	1	1	0	1				
	Teacher Name	Claudia Herrera Soto											✓					05/29/2026	Pull-Out ESL	NA
	Teacher Name	Perla Arras												✓	✓			05/29/2026		
	Teacher Name	Unknown		0	0	0	0	0	0	0	0	0	0	0	0	0				

LEA Attachments (0)

There are no LEA attachments.

**Finance Department**

19200 Cobb Street

Tornillo, TX 79853

Phone 915.765.3010

Fax 915.765.3099

MEMORANDUM

To: Members of the Board of Trustees
From: Luis M. Guerra, Director of Finance
Subject: FIRST Ratings
Date: November 19, 2025

HISTORY:

The state's school financial accountability rating system, known as the School Financial Integrity Rating System of Texas (FIRST), ensures that Texas public schools are held accountable for the quality of their financial management practices and that they improve those practices. The system is designed to encourage Texas public schools to better manage their financial resources to provide the maximum allocation possible for direct instructional purposes.

RATIONALE:

The Financial Integrity Ratings are based on an analysis of the district's financial data for fiscal year 2024 (the fiscal period ended August 31, 2024). Ratings are determined using the financial indicators specified in 19 Texas Administrative Code (TAC) §109.1001.

BUDGET IMPACT:

N/A

ADMINISTRATIVE RECOMMENDATION:

None required; this is for information purposes only.

Vision: *Believe we can succeed; with pride we will achieve.*

Mission: *The mission of the District is to educate and inspire students in a safe and supportive environment which will result in closing the achievement gap by preparing all students for college readiness and success in a global society.*

Financial
Integrity
Rating
System of
Texas

November 20, 2025





Required Reporting

- 2024-2025 Ratings are based on 2023-2024 School Year Data
- Within two months of the release of the final School FIRST rating TISD must:
 - Announce and hold a public meeting (Wednesday, November 20th)
 - Public Notice to inform taxpayers of the meeting must be published no more than 30 days and no fewer than 10 days before the public meeting (Monday, November 6th)
 - Present a financial management report that explains the district's rating and performance under each indicator for current and previous year's rating
 - Provide additional disclosures related to the Superintendent and Board Members



Determination of Rating

District must answer “Yes” to indicators 1 through 5.

Indicators 6 through 21 are worth up to 10 points each.

2024-2025 Ratings

A – SUPERIOR ACHEIVEMENT	90 – 100 POINTS
B - ABOVE STANDARD	80 – 89 POINTS
C - MEETS STANDARD	70 – 79 POINTS
F - SUBSTANDARD ACHIEVEMENT	<70 POINTS

	2024/25	2023/24
PASS	70 Points	70 Points
TISD Score	98 of 100	84 of 100

A – Superior Achievement



ANNUAL FINANCIAL MANAGEMENT REPORT



REQUIRED DISCLOSURES

TORNILLO INDEPENDENT SCHOOL DISTRICT

School FIRST Annual Financial Management Report

Title 19 Texas Administrative Code Chapter 109, Budgeting, Accounting, and Auditing Subchapter AA, Commissioner's Rules Concerning Financial Accountability Rating System, Section 109.1001(o). Effective 8/6/2015. The template has been established to help the districts in gathering their data and presenting it at their School FIRST hearing. The template may not be all inclusive.

Superintendent's Current Employment Contract

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

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

Link to Superintendent's Contract:

https://www.tisd.us/site/handlers/filedownload.ashx?moduleinstanceid=2878&dataid=2089&FileName=00_Contract_-_Rosa_Vega-Barrio.pdf

Link to Superintendent's Contract 2nd Amendment:

https://www.tisd.us/site/handlers/filedownload.ashx?moduleinstanceid=2878&dataid=2091&FileName=02_Second_Amendment_to_Superintendent_Contract.pdf

Link to Superintendent's Contract 3rd Amendment:

<https://www.tisd.us/site/handlers/filedownload.ashx?moduleinstanceid=2878&dataid=2271&FileName=210428%20Rosy%20Vega-Barrio%20Third%20Amendment.pdf>

Link to Superintendent's Contract 4th Amendment:

<https://www.tisd.us/site/handlers/filedownload.ashx?moduleinstanceid=2878&dataid=4043&FileName=220727%20Superintendent%20Contract%20Amendment.pdf>

Reimbursements Received by the Superintendent and Board Members

For the Twelve-Month Period
Ended August 31, 2024

Description of Reimbursements	2	5	1	3	4	6	7	
	Board Superintendent Rosa I. Vega-Barrio	Board Member Marlene Bullard	Board Member Maria Kika Saldana	Board Member Ofelia Bosquez	Board Member Daniel Dozal	Board Member Hector Lopez	Board Member Ida Estrada	Board Member Enrique Vega
Meals	\$405.00	\$220.00	\$446.00	\$220.00	\$0.00	\$0.00	\$364.44	\$446.00
Lodging	2,258.64	426.67	918.60	426.67	1,032.76	426.67	808.84	918.60
Transportation	1,808.51	376.48	376.48	376.48	376.48	376.48	506.44	376.48
Motor Fuel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other	685.00	685.00	685.00	385.00	685.00	385.00	300.00	685.00
Total	\$5,157.15	\$1,708.15	\$2,426.08	\$1,408.15	\$2,094.24	\$1,188.15	\$1,979.72	\$2,426.08

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

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

Lodging - Hotel charges.

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

Motor fuel – Gasoline.

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



REQUIRED DISCLOSURES

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

For the Twelve-Month Period
Ended August 31, 2024

<u>Name(s) of Entity(ies)</u>	<u>Amount Received</u>
None received	0
Total	<u>\$0.00</u>

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

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

For the Twelve-Month Period
Ended August 31, 2024

Superintendent	Board Member						
Rosa I. Vega-Barrio	Marlene Bullard	Maria Kika Saldana	Ofelia Bosquez	Daniel Dozal	Hector Lopez	Ida Estrada	Enrique Vega
Total	\$	\$	\$	\$	\$	\$	\$

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

Business Transactions Between School District and Board Members

For the Twelve-Month Period
Ended August 31, 2024

Superintendent	Board Member						
Rosa I. Vega-Barrio	Marlene Bullard	Maria Kika Saldana	Ofelia Bosquez	Daniel Dozal	Hector Lopez	Ida Estrada	Enrique Vega
Amounts	\$	\$	\$	\$	\$	\$	\$

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



INDIVIDUAL INDICATORS 1-20
WITH TWO YEAR COMPARISON



INDICATOR # 1

Was the complete annual financial report (AFR) and data submitted to TEA within 30 days of the January 28 deadline?

2024/25	2023/24
Yes	Yes



INDICATOR #2

Was there an unmodified opinion in the AFR on the financial statements as a whole?

2024/25	2023/24
Yes	Yes



INDICATOR #3

Was the school district in compliance with the payment terms of all debt agreements at fiscal year end?

2024/25	2023/24
Yes	Yes



INDICATOR #4

Did the school district make timely payments to the Teachers Retirement System (TRS), Texas Workforce Commission (TWC), Internal Revenue Service (IRS), and other government agencies?

2024/25	2023/24
Yes	Yes



INDICATOR #5

Was the total net position in the governmental activities column in the Statement of Net Position (net of accretion of interest for capital appreciation bonds, net pension liability, and other post-employment benefits) greater than zero? (If it is not, the maximum points and highest rating that the school district may receive is 79 points, C = Meets Standard Achievement, unless the school district has an increase of students in membership over 5 years of 7 percent or more or 1,000 or more students in membership. If the school district has an increase of students in membership over 5 years of 7 percent or more or 1,000 or more students in membership, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)

2024/25	2023/24
Passed	Passed



INDICATOR #6

Was the average change in (assigned and unassigned) fund balances over 3 years less than a 25 percent decrease or did the current year's assigned and unassigned fund balances exceed 75 days of operational expenditures?

-.0849 >=-0.25

(If the school district fails indicator 6, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)

2024/25	2023/24
Passed	Passed



INDICATOR #7

Was the number of days of cash on hand and current investments in the general fund for the school district sufficient to cover operating expenditures (excluding facilities acquisition and construction)?

2024/25	2023/24
10	10

<30 Days	0 POINTS
30-45 DAYS	2 POINTS
45-60 DAYS	4 POINTS
60-74 DAYS	6 POINTS
75-90 DAYS	8 POINTS
>=90 DAYS	10 POINTS

Days Cash on Hand	
2024/25	2023/24
119.89	167.60



INDICATOR #8

Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt?

2024/25	2023/24
10	10

<1.00	0 POINTS
1.00 - 1.50	2 POINTS
1.50 - 2.00	4 POINTS
2.00 - 2.50	6 POINTS
2.50 - 3.00	8 POINTS
>=3.00	10 POINTS

Ratio	
2024/25	2023/24
3.7662	2.6449



INDICATOR #9

Did the school district's general fund revenues equal or exceed expenditures (excluding facilities acquisition and construction)?

If not, was the school district's number of days of cash on hand greater than or equal to 60 days?

2024/25	2023/24
10	10

$\geq 0\%$	10 POINTS
$< 0\%$	0 POINTS

Revenue > Expenses	
2024/25	2023/24
Revenue: 11,703,907 > Expenses: 12,376,761 Ratio: -.0469	Revenue: 12,498,086 > Expenses: 13,943,503 Ratio: 0.8963
Days Cash on Hand 119.89	Days Cash on Hand 167.60



INDICATOR #10

This indicator not scored.

2024/25	2023/24
Not Rated	Not Rated



INDICATOR #11

Was the ratio of long-term liabilities to total assets for the school district sufficient to support long-term solvency?

(If the school district's change of students in membership over 5 years was 10 percent or more, then the school district passes this indicator.)

2024/25	2023/24
10	10

>1.00	0 POINTS
0.90 - 1.00	2 POINTS
0.80 - 0.90	4 POINTS
0.70 - 0.80	6 POINTS
0.60 - 0.70	8 POINTS
<=0.60	10 POINTS

Ratio	
2024/25	2023/24
0.3922	.3841



INDICATOR #12

Was the debt per \$100 of assessed property value ratio sufficient to support future debt repayments?

2024/25	2023/24
8	8

See ranges below in the Determination of Points section

>13.5	0 POINTS
11.5<=13.5	2 POINTS
10 <=11.5	4 POINTS
7 <=10	6 POINTS
4 <= 7	8 POINTS
<= 4	10 POINTS

Ratio	
2023/24	2023/25
5.4381	5.4184



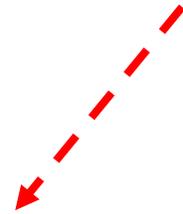
INDICATOR #13

Was the school district's administrative cost ratio equal to or less than the threshold ratio?

2024/25	2023/24
10	8

ADA: 500 to 999

>0.2311	0 POINTS
0.2061- 0.2311	2 POINTS
0.1811 - 0.2061	4 POINTS
0.1561 - 0.1811	6 POINTS
0.1311 – 0.1561	8 POINTS
<=0.1311	10 POINTS



Ratio	
2024/25	2023/24
0.1244	0.1341
ADA	ADA
703.979	768.325



INDICATOR #14

Did the school district not have a 15% decline in the students to staff ratio over 3 years (total enrollment to total staff)?

(If the student enrollment did not decrease, the school district will automatically pass this indicator.)

2024/25	2023/24
10	10

Yes	10 POINTS
No	0 POINTS

Ratio	
2024/25	2023/24
Yes -0.0986 > -0.15	Yes -0.106 > -0.15
Passed	Passed



INDICATOR #15

Was the school district's ADA within the allotted range of the district's biennial pupil projection(s) submitted to TEA?

2024/25	2023/24
5	Not Rated

Ratio	
2024/25	2023/24
Yes $0.06 \leq 0.25$	Not Rated
Passed	Not Rated



INDICATOR #16

- Did the comparison of Public Education Information Management System (PEIMS) data to like information in the school district's AFR result in a total variance of less than 3 percent of all expenditures by function?

(If the school district fails indicator 16, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)

2024/25	2023/24
Passed	Passed



INDICATOR #17

Did the external independent auditor report that the AFR was free of any instance(s) of material weaknesses in internal controls over financial reporting and compliance for local, state, or federal funds?

(If the school district fails indicator 17, the maximum points and highest rating that the school district may receive is 79 points, C = Meets Standard Achievement.)

2024/25	2023/24
Passed	Passed



INDICATOR #18

Did the external independent auditor indicate the AFR was free of any instance(s) of material noncompliance for grants, contracts, and laws related to local, state, or federal funds?

2024/25	2023/24
10	0

Yes	10 POINTS
No	0 POINTS



INDICATOR #19

Did the school district post the required financial information on its website in accordance with Government Code, Local Government Code, Texas Education Code, Texas Administrative Code and other statutes, laws and rules that were in effect at the school district's fiscal year end?

2024/25	2023/24
5	5

Yes	5 POINTS
No	0 POINTS



INDICATOR #20

Did the school board members discuss any changes and or impacts to local, state, and federal funding at the school board meeting within 120 days before the district adopted its budget? (If the school district fails indicator 20 the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)

2024/25	2023/24
Yes	Yes



INDICATOR #21

Did the school district receive an adjusted repayment schedule for more than one fiscal year for an over-allocation of Foundation School Program (FSP) funds because of financial hardship?

2024/25	2023/24
Passed	Not Rated

True = Failed

False = Passed



QUESTIONS





Financial Services Department

19200 Cobb Street

Tornillo, TX 79853

Phone 915.765.3050

MEMORANDUM

To:

From:

Subject:

Date:

HISTORY:

RATIONALE:

BUDGET IMPACT:

ADMINISTRATIVE RECOMMENDATION:



MEMORANDUM

To:
From:
Subject:
Date:

HISTORY:

RATIONALE:

BUDGET IMPACT:

ADMINISTRATIVE RECOMMENDATION:

**Memorandum of Understanding between
Tornillo Independent School District and
Centro de Salud Familiar La Fe, Inc.**

The Parties of this Memorandum of Understanding (MOU) are Tornillo Independent School District (TISD ("School District")) and Centro de Salud Familiar La Fe, Inc. (La Fe ("Clinic")), a corporation having a business address at 1314 E. Yandell Dr., El Paso, Texas 79902 seeks to establish a collaborative relationship for the purpose of providing medical services. This Memorandum of Understanding ("the MOU") sets forth the basic principles and guidelines under which the parties will work together to accomplish these goals.

I.PURPOSE

The purpose of this agreement is to establish roles and responsibilities of the Parties to develop and implement a comprehensive school health system that utilizes the strengths and expertise of school and community-partnered professionals.

II. ROLES AND RESPONSIBILITIES

The Parties agree to the following roles and responsibilities.

a. Responsibilities of La Fe

- i. **Actively participate in school health initiatives that promotes:**
 - *Immunizations,*
 - *Sport Physicals,*
 - *School district health fairs,*
 - *Effective referral processes.*
- ii. **Collect and report data that documents:**
 - **Clinician productivity**
 - **Program and intervention impact on student/school and academic functioning**
 - **Student/family satisfaction and engagement**
- iii. **Ensure the La Fe Mobile Unit is available to serve students, families, staff, and community members. The unit will be routinely stationed at TISD campuses and other district facilities according to a scheduled visitation plan.**
- iv. **Ensure the complete confidentiality of any and all identifying student and family information gathered in the performance of this agreement. The information gathered, used and developed shall not be provided to any other party without the express written approval of individual(s) authorized to give consent for release of information.**

- v. **Meet federal, state and local regulations required of community health providers, including those stipulated by the Health Insurance Portability and Accountability Act (HIPAA).**

All parties will hold information considered to be sensitive and agree to take reasonable actions to maintain this information securely at all times, in order to protect the privacy of the beneficiaries engaged in services. Sensitive information includes individuals' medical history, financial status, legal status, key population identity and any other information that can be used to harm or unfairly treat the individual or their acquaintances. Any information provided by one party to the other(s) will be treated as confidential unless stated otherwise and only used for the party's role and responsibilities outlined in this MOU. Pre-authorization is required before any party shares sensitive information in oral, written, or any other format with a party not included in this agreement.

All parties accept the obligations to securely maintain sensitive data and protect confidentiality. This agreement shall remain in force and effect notwithstanding the expiry or termination of this agreement. If any party exits the agreement or the MOU is terminated for any reason, all parties agree to promptly return to the respective owner any written material and other forms of material reproductions, which contain or constitute confidential information.

- vi. **La Fe will bill patients for medical/dental services based on current billing discounts as applicable;**

b. Responsibilities of TISD Public School System:

- i. **Identify school(s) for service that demonstrate readiness and a commitment to hosting community health providers to support the Company's community-based health initiative.**
- ii. **Identify district and school point of contact to facilitate successful integration of community health providers through the La Fe Mobile Unit and to address any concerns.**
- iii. **Facilitate inclusion and active participation of community partners in school health teams that utilize best practices in teaming:**
 - *Well-defined roles and responsibilities of teams and team members, with structures in place to avoid duplication of efforts.*

iv. Create data-based decision models and referral processes that promote early identification of student needs.

v. Develop a visitation schedule for the La Fe Mobile Unit to serve TISD campuses and additional district facilities.

I. IMPLEMENTATION OF AGREEMENT

(a) In order to facilitate and enable collaboration, both the School District and Clinic will identify individuals who will be the focal point of contact to implement and coordinate activities performed under this the MOU.

(b) Implementation and performance of any specific project arising out of this MOU will require a separate written agreement. Such future agreement will establish project goals, schedules, cost and funding arrangements, tasks and statements of work, deliverables, and any security or other requirements of the parties related to the specific project.

(c) The School District and Clinic shall seek to resolve any dispute concerning the MOU through good-faith negotiations and discussions.

(d) Nothing in this MOU is intended nor shall be construed to create an employee/employer relationship between contracting parties. The sole interest and responsibility of the parties is to ensure that the services covered by this MOU shall be performed and rendered in a competent, efficient, and satisfactory manner.

This Agreement does not create a partnership or joint venture between the parties. Neither party may bind the other or otherwise act in any way as the representative of the other, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. Employees of either party are not employees of the other and neither party's personnel are entitled or eligible, by reason of this contractual relationship, to participate in any benefits or privileges given or extended by the other party to its employees.

(e) Neither party shall have the right to assign or transfer their rights to any third parties under this MOU without prior written consent of the other parties.

(f) This MOU does not confer any rights or expectations upon any person not a party to this MOU. Nor does this MOU guarantee or promise employment or continued employment to any person.

(g) Neither party shall have the authority to bind the other. The parties shall remain independent of each other at all times and no party shall act as the agent for the other party.

(h) No Waiver of Sovereign Immunity. The parties agree that Tornillo Independent School District is engaged in a governmental function in connection with the underlying Agreement. As such, the parties recognize that Tornillo Independent School District retains its full governmental immunity to suit and/or liability in connection with the Agreement and any amendments thereto.

II. FEES AND REVENUES

All fees and the revenues generated as a result of the health provider's services pursuant to this agreement, whether provided by Practitioner or at a non-entity facility shall belong to the La Fe

III. EFFECTIVE DATE

The MOU is effective upon signature of the parties, will remain in effect unless, and until terminated as provided under Article VI.

IV. AMENDMENTS

The MOU may be modified or amended by written agreement among the parties hereto. Additionally, any terms or conditions involving the School District and Company not stated in the MOU but expressly agreed to in a future MOU signed by the authorized representatives of both parties is considered integrated into this MOU, unless expressly specified and agreed to otherwise.

V. TERMINATION

The MOU will expire five (5) years from the date of execution unless renewed by mutual agreement of the parties. This MOU may be terminated by either party by giving ninety (90) days prior written notice to the other party. Expiration or termination would affect only pursuits of new projects under the MOU. Projects contemplated will be governed by the specific individual agreements anticipated above.

VI. WHOLE AGREEMENT

This MOU contains the entire agreement between the parties with respect to the subject matter set forth herein, but may be modified with the written consent of both parties. This Agreement is not intended to waive, alter or reallocate any defense or immunity available to either party by law. Each party paying for the performance of governmental functions or services hereunder shall make such payments from current revenues available to the paying party, and all obligations entered into by the Parties in the future will be subject to appropriation.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives.

By:

Rosy Vega-Barrio
Tornillo Independent School District

Salvador Balcorta
Chief Executive Director
Centro de Salud Familiar La Fe, Inc

A RESOLUTION CANVASSING THE RETURNS AND DECLARING THE RESULTS OF A VOTER APPROVAL TAX RATIFICATION ELECTION; AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the Board of Trustees (the *Board*) of the TORNILLO INDEPENDENT SCHOOL DISTRICT (the *District*) ordered an election to be held on November 4, 2025, for the purpose of determining whether the resident, qualified voters of the District would approve the ad valorem tax rate as described in Proposition A below; and

WHEREAS, the Board has reviewed and investigated all matters pertaining to the Election, including the ordering, notices, election officers, holding, and returns thereof; and

WHEREAS, the Board has diligently inquired into the poll lists and the official election returns that were duly and lawfully made to the Board by the judges and clerks holding and conducting the Election; and

WHEREAS, the precinct returns are attached and incorporated for all purposes; and

WHEREAS, from these returns, this Board hereby finds that the following votes were cast in the Election by qualified voters of the District:

TORNILLO INDEPENDENT SCHOOL DISTRICT PROPOSITION A: THIS IS A TAX INCREASE

Ratifying the ad valorem tax rate of \$1.207800 per \$100 valuation in the Tornillo Independent School District for the current year, a rate that will result in an increase of 29.88 percent in maintenance and operations tax revenue for the District for the current year as compared to the preceding year, which is an additional \$237,252.

	For	Against
Early Votes in Person	23	32
Early Votes by Mail (absentee)		
Election Day Votes	19	61
TOTAL	42	93

Under Votes, if any: 7 Total Votes Cast: 142
 Provisional Ballots, if any: Counted: _____ Uncounted: _____

NOW, THEREFORE, IT IS RESOLVED BY THE BOARD OF TRUSTEES OF THE TORNILLO INDEPENDENT SCHOOL DISTRICT THAT:

SECTION 1: The Board officially finds, determines, and declares that the Election was properly ordered, that proper legal notice of the Election was given, that proper election officers were appointed prior to the Election, that the Election was legally held, that all qualified voters of the District were permitted to vote at the Election, that returns of the results of the Election

had been made and delivered, and that the Board has canvassed such returns, all in accordance with the state and federal laws and the order calling the Election.

SECTION 2: A MAJORITY of the resident, qualified voters of the Tornillo Independent School District voting in such election, having voted AGAINST Proposition A, the Board hereby finds and determines that the Proposition failed at the election.

SECTION 3: The President of the Board is authorized to execute this Order, and the Secretary of the Board is authorized to certify this Order regardless of their participation in the quorum required by the Election Code.

SECTION 4: The recitals contained in the preamble of this Order are hereby found to be true, and such recitals are hereby made a part of this Order for all purposes and are adopted as a part of the judgment and findings of the Board.

SECTION 5: All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Order are hereby repealed to the extent of such conflict, and the provisions of this Order shall be and remain controlling as to the matters resolved herein.

SECTION 6: This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 7: If any provision of this Order or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Order and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Board hereby declares that this Order would have been enacted without such invalid provision.

SECTION 8: It is officially found, determined, and declared that the meeting at which this Order is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Order, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 9: This Order shall be in force and effect from and after its final passage and it is so resolved.

PASSED, ADOPTED, AND APPROVED on November 19, 2025.

TORNILLO INDEPENDENT SCHOOL DISTRICT

Marlene Bullard
President, Board of Trustees

ATTEST:

Ofelia Bosquez
Secretary, Board of Trustees

(DISTRICT SEAL)

El Paso County Elections Department

Elections Department
500 E. San Antonio Ave., Suite 314
El Paso, TX 79901



Phone: 915 546-2154
Fax: 915 546-2220
www.epcountyvotes.com

LISA WISE
ELECTIONS ADMINISTRATOR

November 10, 2025

Attached are the November 2025 Uniform and Special Election Unofficial Final Results. If you have any questions, please contact the El Paso County Elections Department at (915) 273-3597.

Sincerely,

A handwritten signature in black ink, appearing to read "Lisa Wise".

Lisa Wise
El Paso County Elections Administrator



PRECINCT 173

STATISTICS

	TOTAL
Registered Voters - Total	1,650
Ballots Cast - Total	150
Ballots Cast - Blank	0
Voter Turnout - Total	9.09%

Tornillo ISD, Prop A

Vote For 1

	TOTAL	VOTE %
For (A Favor)	42	31.11%
Against (En Contra)	93	68.89%
Total Votes Cast	135	100.00%
Overvotes	0	
Undervotes	7	
Contest Totals	142	

STATISTICS

	TOTAL
Registered Voters - Total	518,387
Ballots Cast - Total	24,527
Ballots Cast - Blank	6
Voter Turnout - Total	4.73%

Tornillo ISD, Prop A

Vote For 1

	TOTAL	VOTE %
For (A Favor)	23	41.82%
Against (En Contra)	32	58.18%
Total Votes Cast	55	100.00%
Overvotes	0	
Undervotes	5	
Contest Totals	60	

STATISTICS

	TOTAL
Registered Voters - Total	518,387
Ballots Cast - Total	55,504
Ballots Cast - Blank	18
Voter Turnout - Total	10.71%

Tornillo ISD, Prop A

Vote For 1

	TOTAL	VOTE %
For (A Favor)	42	31.11%
Against (En Contra)	93	68.89%
Total Votes Cast	135	100.00%
Overvotes	0	
Undervotes	7	
Contest Totals	142	

STATISTICS

	TOTAL
Registered Voters - Total	518,387
Ballots Cast - Total	30,977
Ballots Cast - Blank	12
Voter Turnout - Total	5.98%

Tornillo ISD, Prop A

Vote For 1

	TOTAL	VOTE %
For (A Favor)	19	23.75%
Against (En Contra)	61	76.25%
Total Votes Cast	80	100.00%
Overvotes	0	
Undervotes	2	
Contest Totals	82	



Minutes of Regular Board Meeting

W.E. Neill Service Center, 19210 Cobb, Tornillo, TX
Wednesday, October 29, 2025

Present: Ofelia Bosquez, Marlene Bullard, Ines Delgado, Ida Estrada, Maria Saldana, Enrique Vega,

Absent: Hector Lopez.

5:30PM –
5:31PM

1. **(OTHER) First Order of Business**

A. Establish a quorum and call the meeting to order

The meeting was called to order at 5:30 PM by Board President Marlene Bullard, and it was established that a quorum was present.

B. Pledge of Allegiance to the United States

Marlene Bullard, Board President, led the Board of Trustees in the Pledge of Allegiance to the United States of America.

C. Texas Pledge of Allegiance

Marlene Bullard, Board President, led the Board of Trustees in the Texas Pledge of Allegiance.

D. District Mission and Vision

Ofelia Bosquez, Board Secretary, read the district vision and mission statements.

5:31PM –
5:36PM

2. **(OTHER) Superintendent's Report**

Mrs. Rosa Vega-Barrio, Superintendent, presented the Board of Trustees with the Superintendent's Report.

No Action Necessary.

5:36PM –
6:15PM

3. **(OTHER) District Recognitions**

A. "Do Your Best" Staff Recognitions

Mrs. Rosa Vega-Barrio, Superintendent, recognized teachers with growth in meets and masters STAAR and EOC scores.

No Action Necessary.

B. "Do Your Best" Student Recognitions: 1st 9 Weeks Perfect Attendance & Honor Roll

Mrs. Rosa Vega-Barrio, Superintendent, recognized students with perfect attendance and honor roll for the 1st 9 weeks.

No Action Necessary.

C. National Principals Month

TISD students read the proclamation for National Principals Month.

No Action Necessary.

D. CNS Department

Mrs. Norma Aguirre, District CNS Manager, recognized the CNS staff.

No Action Necessary.



TORNILLO INDEPENDENT SCHOOL DISTRICT

INNOVATING – EMPOWERING – THRIVING

E. Homecoming Volunteers

Mr. Heriberto Reyes, TISD Librarian, recognized Homecoming Volunteers.

No Action Necessary.

F. Fall Sports

Mr. Luis Vega, Athletic Director, recognized fall sports participants.

No Action Necessary.

G. LSSSCA - Gold Award

Mrs. Maria Morales, CTE Coordinator, recognized PK-8 counselors for winning the LSSSCA Gold Award.

No Action Necessary.

6:15PM –
6:19PM

4. **(OTHER) Open Forum**

Mr. Christopher Escarsega, Network Administrator, participated in Open Forum. Mr. Escarsega recognized the IT department for receiving the Data Security Champion Award.

6:19PM –
6:23PM

5. **Lone Star Governance**

A. **Student Outcome Monitoring:**

1. THS Graduate

Mr. Alejandro Olvera, THS Principal, presented diploma to THS graduate.

No Action Necessary.

6:23PM –
6:24PM

2. NASA TechRise Project

Dr. Jacob Contreras, THS Teacher, was not present.

The item was not presented.

6:24PM –
6:26PM

3. CCMR Update

Mr. Alejandro Olvera, THS Principal, presented the CCMR Update to the Board of Trustees.

No Action Necessary.

6:26PM –
6:27PM

B. (Accountability 1) Review Board's Time Use Tracker

Ms. Marlene Bullard, Board President, facilitated the review of the Board's Time Use Tracker.

No Action Necessary.

6:27PM –
6:28PM

6. **(ADVOCACY) Community Engagement on Student Outcome Goals – None**

6:28PM –
6:29PM

7. **(VISION Y) Information / Reports / Presentations**

A. Financial Reports-Information Only

Mr. Luis M. Guerra, Director of Finance, presented the Board of Trustees with the Financial Reports for September 2025.

No Action Necessary.

6:29PM –
6:30PM

B. Quarterly Investment Report - Information Only



TORNILLO INDEPENDENT SCHOOL DISTRICT

INNOVATING – EMPOWERING – THRIVING

Mr. Luis M. Guerra, Director of Finance, presented the Board of Trustees with the Quarterly Investment Report.

No Action Necessary.

6:30PM –
6:31PM

C. Annual Investment Report

Mr. Luis M. Guerra, Director of Finance, presented the Annual Investment Report to the Board of Trustees.

No Action Necessary.

6:31PM –
6:36PM

D. CNS Quarterly Updates

Ms. Norma Aguirre, District CNS Manager, presented the Board of Trustees with the CNS Quarterly Updates.

No Action Necessary.

6:36PM –
6:45PM

E. Student Council Leadership Conference — Washington DC

Mr. Jorge Lazo, Student Council Sponsor, presented the Board of Trustees with the Student Council Leadership Conference – Washington DC.

No Action Necessary.

6:45PM –
6:47PM

F. E-Rate Network Project Update

Mr. Carlos Garcia, Technology Director, presented the Board of Trustees with the E-Rate Network Project Update.

No Action Necessary.

6:47PM –
6:56PM

G. Board of Trustees Continuing Education Credit

Ms. Marlene Bullard, Board President, made the following announcement regarding the Board of Trustees Continuing Education Credit:

Under State Board of Education Rule, completing required continuing education each year of service is a basic obligation and expectation of any sitting board member.

As Board President, I am required to announce the name of each member who:

- Has completed the required continuing education;
- Has exceeded the required continuing education; and
- Is deficient in meeting the required continuing education.

The requirements for training are measured as of the first anniversary of the date of the trustee's election or appointment or two-year anniversary of his or her previous training, as applicable.

There are eight training areas for board member continuing education:

1. Local District Orientation
2. Orientation to the Texas Education Code
3. Post-Legislative Update to the Texas Education Code
4. Team Building
5. Additional Continuing Education 103



TORNILLO INDEPENDENT SCHOOL DISTRICT

INNOVATING – EMPOWERING – THRIVING

6. Evaluating Student Academic Performance and Setting Goals
7. Identifying and Reporting Abuse, Trafficking, and Other Maltreatment of Children
8. School Safety

To the extent applicable for each board member, I will announce the completion or deficiency as to required training.

For members who still have time remaining to complete required training, I will announce those board members who have scheduled timely training and those who have not yet scheduled the training.

At the conclusion of this announcement, I will announce any board member's training in excess of the continuing education requirements.

1. Local District Orientation Training

The following first-year board members have completed the local district orientation training: Ines Delgado.

2. Orientation to the Texas Education Code

The following first-year board members have time remaining to complete the Orientation to the Texas Education Code and have not yet scheduled this training: Ines Delgado.

3. Post-Legislative Update to the Texas Education Code

The following board members have completed Post-Legislative Update to the Texas Education Code training: Ida Estrada, Maria Saldana, Marlene Bullard, and Ofelia Bosquez.

The following board members have time remaining to complete the Post-Legislative Update to the Texas Education Code and have not yet scheduled this training: Hector Lopez and Enrique Vega.

4. Team Building

NOTE: The entire board and the Superintendent must participate in the annual team-building session. This training should be completed by the time of the annual announcement.

The following board members are deficient in meeting the required annual team-building training: Marlene Bullard, Maria Saldana, Ofelia Bosquez, Maria Delgado, Hector Lopez, Ida Estrada, Enrique Vega

5. Additional Continuing Education

NOTE: 10 hours for first-year members, 5 hours for subsequent years

The following board members have completed the additional continuing education requirements: Ines Delgado, Ida Estrada, Maria Saldana, Marlene Bullard, and Ofelia Bosquez.



TORNILLO INDEPENDENT SCHOOL DISTRICT

INNOVATING – EMPOWERING – THRIVING

The following board members have time remaining to complete the additional continuing education requirements and have not yet scheduled this training: Enrique Vega and Hector Lopez.

6. Evaluating Student Academic Performance and Setting Goals

The following Board members have completed the required training on evaluating and improving student outcomes: Enrique Vega, Ida Estrada, Maria Saldaña, Marlene Bullard, Hector Lopez and Ofelia Bosquez.

The following board members have time remaining to complete the biennial training on evaluating student academic performance and setting goals and have not yet scheduled this training: Ines Delgado.

7. Identifying and Reporting Abuse, Trafficking and Other Maltreatment of Children

The following board members have completed the biennial training on identifying and reporting abuse and trafficking: Ofelia Bosquez, Ines Delgado, Ida Estrada, Hector Lopez, Enrique Vega, Maria Saldaña, and Marlene Bullard

8. School Safety

The following board members have time remaining to complete the biennial training on school safety and have not yet scheduled this training: Ines Delgado, Enrique Vega, Hector Lopez, Maria Saldana, Marlene Bullard, Ofelia Bosquez, and Ida Estrada

8. (VISION Y) Board Items

6:56PM –
6:58PM

A. Consider Approval of LASO 4 Grant Application Submission to TEA

Ms. Karina Schulte, District Instructional Specialist, presented the Board of Trustees with the LASO 4 Grant Application Submission to TEA.

Move to approve LASO 4 grant application submission to TEA, as presented. This motion, made by Ofelia Bosquez and seconded by Enrique Vega, Passed.

Marlene Bullard: Nay, Ofelia Bosquez: Yea, Ines Delgado: Yea, Ida Estrada: Yea, Maria Saldana: Yea, Enrique Vega: Yea

Yea: 5, Nay: 1

6:58PM –
7:00PM

B. Consider Approval of Resolution to Declare a Good Cause Exception for House Bill 3 Armed Security Officer Requirement

Mr. Carlos Garcia, District Safety Supervisor, presented the Board of Trustees with the Resolution to Declare a Good Cause Exception for House Bill 3 Armed Security Officer Requirement.

Move to approve Resolution to Declare a Good Cause Exception for House Bill 3 Armed Security Officer Requirement, as presented. This motion, made by Ofelia Bosquez and seconded by Ida Estrada, Passed.

Ofelia Bosquez: Yea, Marlene Bullard: Yea, Ines Delgado: Yea, Ida Estrada: Yea,



TORNILLO INDEPENDENT SCHOOL DISTRICT

INNOVATING – EMPOWERING – THRIVING

Maria Saldana: *Yea*, Enrique Vega: *Yea*
Yea: 6, Nay: 0

7:00PM –
7:03PM

- C. Discussion and Possible Action Regarding School Guardian Program Plan
Move to approve the school guardian program plan, as presented. This motion, made by Ofelia Bosquez and seconded by Ida Estrada, Passed.
Ofelia Bosquez: Yea, Marlene Bullard: Yea, Ines Delgado: Yea, Ida Estrada: Yea, Maria Saldana: Yea, Enrique Vega: Yea
Yea: 6, Nay: 0

7:03PM –
7:04PM

- 9. **(STRUCTURE) Consent Agenda**
(All items on the Consent Agenda shall be acted upon by one vote without separate discussion, unless a Board Member requests that an item be withdrawn for individual consideration)
 - A. **Consider Approval of Minutes from Previous Meetings:**
 - 1. Regular Board Meeting Minutes - September 29, 2025
 - B. Consider Approval of Disposal - Technology Equipment and Other
 - C. Consider Approval of Donations

Move to approve ALL items on the consent agenda, as presented. This motion, made by Ofelia Bosquez and seconded by Ida Estrada, Passed.
Ofelia Bosquez: Yea, Marlene Bullard: Yea, Ines Delgado: Yea, Ida Estrada: Yea, Maria Saldana: Yea, Enrique Vega: Yea
Yea: 6, Nay: 0

7:04PM

- 10. **Next Meeting Tentative Date:** November 19, 2025
There being no further business, Ofelia Bosquez made the motion and Enrique Vega seconded the motion to adjourn the meeting. Motion passed unanimously. Meeting adjourned at 7:04 PM.

Marlene Bullard _____ Date
President, Board of Trustees

Ofelia Bosquez _____ Date
Secretary, Board of Trustees

TORNILLO INDEPENDENT SCHOOL DISTRICT

ORDINANCE ADOPTING TAX RATE

**FOR 2025-2026
SCHOOL YEAR**

1. RECITALS

The School District has a fiscal year commencing September 1 and ending August 31.

The School District has received the certified appraisal of property value within the School District from the El Paso County Central Appraisal District.

The Board of Trustees has published the Notice of Public Meeting to Discuss the Budget and Proposed Tax Rate as required by Section 44.004, Texas Education Code.

The Board of Trustees has conducted a public meeting on the budget and proposed tax rate.

The District went out for a Voter Approval Tax Rate Election on November 4, 2025 and failed.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Tornillo Independent School District as follows:

2. The Maintenance and Operations Tax Rate per \$100.00 of valuation of property in the School District for the school year 2025-2026 shall be \$0.6189.
3. The Interest and Sinking Tax Rate per \$100 of valuation of property in the School District for the school year 2025-2026 shall be \$0.4689.
4. The Total Tax Rate for the 2025-2026 school year shall be \$1.0878.
5. THIS TAX RATE WILL NOT RAISE MORE TAXES FOR MAINTANENCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

APPROVED AND ADOPTED on November 19, 2025.

MARLENE BULLARD
PRESIDENT, BOARD OF TRUSTEES

ATTEST:

OFELIA BOSQUEZ
SECRETARY, BOARD OF TRUSTEES



MEMORANDUM

To: Members of the Board of Trustees
From: Luis M Guerra, Director of Finance
Subject: Budget Amendment - Administration
Date: November 19, 2025

Budget Amendment Request

1. Requesting a budget amendment to allocate Teacher incentive funds from Function - 53 Instruction to Function 41- General Administration.

Decrease

199.52.6299.01.952.99.0.00	\$12,943
199.53.6299.00.953.99.0.55	3,057

Increase

199.41.6411.00.701.99.0.00	\$6,000
199.41.6211.00.750.99.0.00	6,000
199.41.6499.00.750.99.0.00	4,000

Board President: _____ Date: _____

Board Secretary: _____ Date: _____

TORNILLO INDEPENDENT

SCHOOL DISTRICT

Educating children today to be the leaders of tomorrow.



Tornillo Independent School District Donation Acknowledgement Form

Date of Request: Nov, 13, 2025 School/Department: Family & Community Engagement

On behalf of Tornillo Independent School District, I am asking that the Board of Trustees approves the acceptance of the following items:

Donation Description	Quantity	Value
Turkey donation for needy families - Ceballos Honey	1	100
Tornillo Alumni Org.	1	150

Purpose of donation: monetary donation will be used to purchase tickets turkeys for needy families to include Mc-Kinney Vento participants

Donor or Donor Organization Name: Ceballos Honey - Fabens Texas - 79838
Address, City, State & Zip Code: Tornillo Alumni Organization - Tornillo Texas 79853

Check one Non-monetary donation
 This donation will be recorded in the campus/department activity account
 This donation is for the benefit of the following club or team and will be recorded in their account if the donation is monetary in
Club Name: Family & Community Engagement program
Account Number: 46541 6499 00 727 99 00 0
Sponsor Signature: [Signature] Date: Nov 13, 2025

Requestor's Signature: [Signature] Date: Nov 13, 2025

Board President Signature: _____ Date: _____

Copy to Finance Department & Requestor
Original to be kept by Executive Secretary

Vision: Believe we can succeed with pride we will achieve.
Mission: The mission of the District is to educate and inspire students in a safe and supportive environment which will result in closing the achievement gap by preparing all students for college readiness and success in a global society.



To: Board of Trustees

From: Loretta Aguilar

Date: November 3, 2025

Subject: Request for Approval of Partnership with Region 11

History:

Tornillo ISD was awarded the LASO 3 Blended Learning Strategic Operations Grant for the Pk-8 campus.

Rationale:

To ensure alignment with planning fidelity requirements, we must outline our professional learning approach, including training and coaching plans for the year. The district will work with Region 11 to support a Spring cohort of teachers to participate in the blended learning coaching cycle. This second phase of coaching will provide additional staff with targeted professional learning through observations, feedback, and coaching.

Budget Implications:

Grant funds will cover the cost of the contract (Blended Learning Coaching Package 2 - \$50,250.00) and all funds except travel (\$12,250.00) will be reimbursed by TEA at which time the reimbursed funds will be reallocated to the grant. Payment from the first cohort will be reimbursed through Rider 49 after the Fall Cohort coaching cycle is completed.

Administrative Recommendation:

The Administration is recommending that the Board of Trustees approve the MOU to ensure compliance and implementation of the LASO 3 Blended Learning Strategic Operations Grant.

EDUCATION SERVICE CENTER
REGION 11



Department of Teaching and Learning
 Instructional Services Division
 Education Service Center Region 11

Proposal Prepared for Tornillo ISD

Quote Date: December 28, 2025

Blended Learning Coaching Package 1 (6 Coaching Cycles for up to 4 teachers)

	Description	2025-2026 ESC11 Fee
3 months	<ul style="list-style-type: none"> 1 Full day of PD for teachers (6 hours) ½ Day PD for Admin (3 hours) 6 Coaching Cycles for each teacher ½ Day - Pre-coaching walk ½ Day - Post-coaching walk 	\$19,900.00 (Price includes up to 4 teachers and campus/district admin)
**Travel Cost	Estimated total travel cost	\$6,600.00
	Total	\$26,500.00

*This quote is valid for 30 days from the quote date.

**Travel costs are estimates. You will be billed for the actual cost which could be slightly lower or higher than the estimate depending on actual air flights, etc.

Blended Learning Coaching Package 2 (6 Coaching Cycles for up to 8 teachers)

	Description	2025-2026 ESC11 Fee
3 months	<ul style="list-style-type: none"> 1 Full day of PD for teachers (6 hours) ½ Day PD for Admin (3 hours) 6 Coaching Cycles for each teacher ½ Day - Pre-coaching walk ½ Day - Post-coaching walk 	\$19,900.00 (Price includes up to 4 teachers and campus/district admin)
3 months	<ul style="list-style-type: none"> 1 Full day of PD for teachers (6 hours) ½ Day PD for Admin (3 hours) 6 Coaching Cycles for each teacher ½ Day - Pre-coaching walk ½ Day - Post-coaching walk 	\$19,900.00 (Price includes up to 4 teachers and campus/district admin)
**Travel Cost	Estimated total travel cost	\$12,250.00
	Total	\$50,250.00

*This quote is valid for 30 days from the quote date.

**Travel costs are estimates. You will be billed for the actual cost, which could be slightly lower or higher than the estimate, depending on actual air flights, etc.



MEMORANDUM OF UNDERSTANDING
BETWEEN EDUCATION SERVICE CENTER REGION 11
AND Tornillo ISD
(District, Charter, ESC Name)

THIS Memorandum of Understanding (“MOU” or “Agreement”) is entered into by and between the Education Service Center Region 11, (“ESC Region 11”) and Tornillo ISD (“Receiving Party”) (collectively referred to as the “Parties” or individually as a “Party”) acting herein by and through their respectively authorized officers or employees. This Agreement shall be effective on the date it is executed by all the Parties (“Effective Date”).

PREMISES

WHEREAS Chapter 791 of the Texas Government Code authorizes governmental entities, including education service centers and independent school districts, to contract with each other to provide governmental functions and services; and

WHEREAS, Receiving Party has a fully executed Master Interlocal Agreement (“MIA”) on file with ESC Region 11; and

WHEREAS, the Parties wish to enter into this Agreement for the purpose(s) outlined below and the Parties agree to follow the agreed upon terms to provide the services in this Agreement; and

WHEREAS, each Party, in performing the governmental functions or in funding the performance of governmental functions set forth in this Agreement, shall make that performance or those payments from current revenues legally available to that Party; and

WHEREAS, each Party finds that the performance of this Agreement is in the common interest of the Parties, that the MOU will benefit the public interest, and that the costs set forth herein fairly compensates the performing party for the services or functions under this Agreement.

NOW THEREFORE, the Parties to this MOU mutually agree to the following:

AGREEMENT

1. **DESCRIPTION OF SERVICE:** Blended Learning Coaching *(ex. School Board Training)*
2. **PURPOSE / REASON**
Tornillo ISD is requesting Blended Learning Coaching to support their Blended Learning initiative.

3. DUTIES AND RESPONSIBILITIES

3.1 ESC REGION 11 Duties and Responsibilities.

To provide one-on-one coaching, with observation and feedback, and teacher support.

3.2 Tornillo ISD *(District or Charter name)* Duties and Responsibilities.

The district will provide a location for the training and access to internet and projection equipment.

4. TERM OF AGREEMENT

This Agreement shall be effective as of the date of authorized signatures of both parties to:
Coaching Dates tbd (list specific date range and/ or end date)

5. TERMINATION

A Party may terminate this Agreement for any reason by providing the other party thirty (30) days prior written notice of the cancellation. The Receiving Party shall be responsible for all obligations to make payments to ESC Region 11 for all services rendered until termination of services.

6. AGREEMENT AMOUNT AND COMPENSATION

For and in consideration of the services to be provided by ESC Region 11 under this Agreement, the Receiving Party will pay ESC Region 11 a total amount of \$ \$47,800.00.

Basis for allocation of total amount listed above:

2 coaching packages (\$19,900 each) + \$8,000 for travel costs

Note: House Bill 462 (HB 462, 83rd Regular Session, Tex. 2013) prohibits the adoption and/or use of the Common Standards at the state, regional, and local levels. The Parties agree to refer only to the Texas Standards and refrain from referencing or using material aligned with the Common Core Standards during presentation(s).

Note: The Parties acknowledge and agree that all content to be delivered will adhere to Senate Bill 3 (SB3, 87th Second Called Session, Tex. 2021), which outlines instructional requirements and prohibitions for educators in Texas.

7. STATE CERTIFICATIONS

7.1 Equal Treatment of All Persons: Consistent with Article I, Section 3a of the Texas Constitution, the Fourteenth Amendment to the United States Constitution, federal and State law, and Executive Order No. GA-55, the Parties represent and warrants that:

- (a) All conduct under this Contract shall be administered and performed in a neutral manner without regard to race of persons;
- (b) A Party shall not, in the specific performance of this Agreement, elevate one individual person over another, or advantage any one person over another, due to race;
- (c) A Party shall not, in the specific performance of this Agreement, employ practices or engage in any advancement of the programs known as diversity, equity and inclusion, critical race theory, affirmative action, or other similar, divisive agendas;
- (d) The Parties' staff, agents, and subcontractors that are selected and employed in the specific performance of this Agreement shall be selected and employed solely on merit and the ability to perform; and
- (e) The Parties shall ensure that any subcontractors participating in the specific performance of this Agreement represent and warrant to the provisions of this Clause.

7.2 Biological Sex and No Preferred Pronouns: Each Party represents and warrants that it shall ensure that all actions in specific performance of this Agreement shall comply with federal and state law and reflect that there are only two sexes. A Party's employees, officers, representatives, subcontractors, and agents shall not, in performance of this Agreement, present, direct, request, or suggest the use of preferred personal pronouns in professional correspondence or presentations

7.3 Executive Orders: The Parties will comply, or continue to comply, with all applicable Federal and State executive orders. These orders include, but are not limited to:

- (a) Exec. Order No. 14214, 90 Fed. Reg. 9949 (2025), which prohibits schools and other educational institutions that receive federal financial assistance from conditioning student enrollment on COVID-19 vaccination status;
- (b) Exec. Order No. 14168, 90 Fed. Reg. 8615 (2025), which prohibits the use of Federal funds in the promotion of gender ideologies and further requires that intimate spaces (e.g., restroom) are designated according to one’s biological sex;
- (c) Exec. Order No. 14190, 90 Fed. Reg. 8853 (2025), which prohibits the use of Federal funds for direct or indirect activities or educational instruction related to discriminatory equity ideology or social transitioning;
- (d) Exec. Order No. 14201, 90 Fed. Reg. 9279 (2025), which requires Title IX of the Education Amendments Act of 1972 be applied on the basis of biological sex, not gender identity, and prohibits transgender-identifying athletes from participating in all-women sports teams;
- (e) Exec. Order No. 14173, 90 Fed. Reg. 8633 (2025), which requires that grant recipients (which, in the State of Texas, extends to subrecipients by virtue of this assurance) agree that adherence to Federal anti-discrimination laws is material to the government’s payment decisions and further requires that recipients certify that it does not operate any programs promoting DEI in a manner violative of Federal anti-discrimination laws (which, by virtue of this assurance, the subrecipient certifies);
- (f) Texas Exec. Order No. GA 55, which requires all people be treated equally, regardless of race; and
- (g) Letter from Governor Greg Abbott to Chairmen and Executive Directors (Jan. 30, 2025), which requires Texas agencies to take actions on the basis of biological sex and not gender identity.

8. VENUE

This Agreement is made according to the laws of the State of Texas. The Parties expressly agree that this Agreement is governed by and will be construed and enforced in accordance with Texas law. Both Parties agree that the venue for any dispute arising from this Agreement shall be proper in the state and federal courts having jurisdiction in Tarrant County, Texas.

By executing this Agreement, each Party acknowledges that the person executing this Agreement below on its behalf has been or is duly authorized to sign it and to bind the Party to actively abide by its terms.

Tornillo ISD
 District, Charter, ESC Name

EDUCATION SERVICE CENTER REGION 11

 Signature Date

 Clyde W. Steelman, Jr. Date
 Executive Director

Print Name: _____

Title: _____

Authorized Representative of the Receiving Party shall sign this Agreement and return to the ESC Region 11 contact listed below to be countersigned. You will receive one completed copy prior to the scheduled event.

ESC Region 11 Contact: Kerry Ferguson email: kfergason@esc11.net
 Ph # +1 (817) 740-7611

(LOCAL) Policies Packet

For your convenience, this file contains *only* the local policies from your school district's TASB update packet.

What is in this packet?

- Instruction sheet for recommended (LOCAL) policies
- Explanatory Notes for recommended (LOCAL) policies
- Clean copies of recommended (LOCAL) policies
- Annotated (redlined) copies of recommended (LOCAL) policy changes

This is not the full update packet.

To retrieve your district's full update packet, log in to Policy Online® and visit My Policy Manual > Local Manual Updates > Numbered Updates.

What is in the full update packet?

The full update packet contains:

- A summary of the overall policy update
- (LEGAL) policies and (EXHIBIT) documents that describe the statutory framework in which your local policies must operate
- Instructions and Explanatory Notes for every policy change, not just the (LOCAL) policies
- Guidance on how to:
 - Present recommended policy changes to the board
 - Keep minutes
 - Notify TASB of board action
 - Maintain your historical record
 - Update your administrative regulations

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This information is provided for educational purposes only to facilitate a general understanding of the law or other regulatory matter. This information is neither an exhaustive treatment on the subject nor is this intended to substitute for the advice of an attorney or other professional adviser. Consult with your attorney or professional adviser to apply these principles to specific fact situations.

Instruction Sheet

TASB Localized Policy Manual Update 126

Tornillo 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)	ADD policy	See explanatory note
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

Explanatory Notes

TASB Localized Policy Manual Update 126

Tornillo ISD

ATTN(NOTE)

GENERAL INFORMATION ABOUT THIS UPDATE

Please note:

Changes at Update 126 are based almost exclusively on legislation from the 89th Regular Legislative Session. Please note that documents provided in the legal framework are not adopted by the board.

Unless otherwise noted, references to legislative bills throughout these explanatory notes refer to Senate Bills (SB), House Bills (HB), or House Concurrent Resolutions (HCR) from the 89th Regular Legislative Session. All referenced bills have already gone into effect unless otherwise noted.

TASB Policy Service hosted and recorded a webinar to review the content of Update 126. That recorded webinar is available with your Update 126 materials on Policy Online.

BE(LOCAL)

BOARD MEETINGS

Several recommended revisions have been made to this policy on board meetings. SB 12 prompted new language at Meeting Place and Time indicating that board meetings will be held outside of typical work hours. Language at Notice to Members has been adjusted to reflect HB 1522, which requires board agendas to be posted for three business days, rather than 72 hours, before the meeting. This recommended revision appropriately adjusts when the notice of the meeting will be provided to board members.

At Deadline, the recommended revisions are also in response to HB 1522. We offer for your consideration language requiring that agenda items be submitted 10 calendar days before a meeting. This deadline would provide the district sufficient time to compile items and post an agenda by the statutory deadline. If the district would like to adjust the deadline, please contact your policy consultant.

SB 413 requires roll call voting, so the language at Record Vote has been revised accordingly. A paragraph in the Minutes section has been removed, as the statement is true for all district records and it is not necessary to separately address retention in this policy. Please refer to CPC(LOCAL) and your district's record retention procedures.

The [Legal Tips for Policy Development](#), available in the Policy Online® Governance and Management Library (TASB login required), describe common legal concerns and best practices specific to this policy's topic.

BED(LOCAL)

BOARD MEETINGS: PUBLIC PARTICIPATION

Recommended revisions comply with the SB 12 requirement that public comment occur at the beginning of board meetings.

The [Legal Tips for Policy Development](#), available in the Policy Online® Governance and Management Library (TASB login required), describe common legal concerns and best practices specific to this policy's topic.

CJ(LOCAL)

CONTRACTED SERVICES

Recommended new provisions reflect that contractors may not engage in or assign instructional activities prohibited by law or diversity, equity, and inclusion (DEI) duties under SB 12. Violations will result in termination of the contract.

CJA(LOCAL)

CONTRACTED SERVICES: BACKGROUND CHECKS AND REQUIRED REPORTING

The subtopic name has been adjusted to Background Checks and Required Reporting to more accurately describe the contents of the legal framework at this code. No changes have been made to the local text, and the district has not been charged for this revision.

Explanatory Notes

TASB Localized Policy Manual Update 126

Tornillo ISD

CLE(LOCAL) BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT: REQUIRED DISPLAYS

The subtopic name has been adjusted to Required Displays to more accurately describe the contents of the legal framework at this code. No changes have been made to the local text, and the district has not been charged for this revision.

CQB(LOCAL) TECHNOLOGY RESOURCES: CYBERSECURITY

Recommended revisions comply with HB 150, which moves cybersecurity training requirements from the Department of Information Resources to the Texas Cyber Command and includes details about notifications for cybersecurity incidents in addition to security breaches.

CQD(LOCAL) TECHNOLOGY RESOURCES: ARTIFICIAL INTELLIGENCE

This new recommended policy addresses artificial intelligence training requirements based on HB 150 and HB 1500, as well as the use of artificial intelligence by district employees and students.

CSA(LOCAL) FACILITY STANDARDS: SAFETY AND SECURITY

SB 8 from the Second Special Session prompted the inclusion of a section on Designation and Use of Private Spaces. The superintendent is directed to designate private spaces in accordance with law and to develop regulations to ensure compliance.

CV(LOCAL) FACILITIES CONSTRUCTION

As reflected in CH(LEGAL), the competitive purchasing threshold established in law has changed from \$50,000 to \$100,000. The language at Construction Contracts is recommended for revision here to refer to the legal threshold rather than a specific dollar amount. Policy BJA(LOCAL) establishes the superintendent's delegation authority; therefore "or designee" is recommended for deletion at Project Administration.

The [Legal Tips for Policy Development](#), available in the Policy Online® Governance and Management Library (TASB login required), describe common legal concerns and best practices specific to this policy's topic.

Please note: The superintendent's authority to approve construction contracts is reflected with a dollar amount in many districts' CV(LOCAL) that matched the previous competitive purchasing threshold. We have not revised the provisions reflecting the superintendent's authority to approve construction contracts. If the board wishes to update the superintendent's authority to approve contracts, please contact your policy consultant.

DBD(LOCAL) EMPLOYMENT REQUIREMENTS AND RESTRICTIONS: CONFLICT OF INTEREST

A new recommended section on Personal Services Performed by an Administrator includes language relating to administrator work from HB 3372.

DEC(LOCAL) COMPENSATION AND BENEFITS: LEAVES AND ABSENCES

HB 2 prompted recommended revisions to include Daily Rate of Pay under the Definitions section, as well as a section regarding Concurrent Use of Paid Leave during Family and Medical Leave for classroom teachers.

The [Legal Tips for Policy Development](#), available in the Policy Online® Governance and Management Library (TASB login required), describe common legal concerns and best practices specific to this policy's topic.

Explanatory Notes

TASB Localized Policy Manual Update 126

Tornillo ISD

DFBB(LOCAL) TERM CONTRACTS: NONRENEWAL

Based on SB 12, engaging or assigning diversity, equity, and inclusion duties, as well as instructional activities prohibited by law, are recommended for inclusion in the list of reasons a term contract employee may be nonrenewed. The item related to disability and the ability to perform the essential functions of the job has been amended for clarity.

DGBA(LOCAL) PERSONNEL-MANAGEMENT RELATIONS: EMPLOYEE COMPLAINTS/GRIEVANCES

All recommended revisions to this local policy on employee complaints stem from the applicable portions of SB 12.

The [Legal Tips for Policy Development](#), available in the Policy Online® Governance and Management Library (TASB login required), describe common legal concerns and best practices specific to this policy's topic.

DH(LOCAL) EMPLOYEE STANDARDS OF CONDUCT

The recommended revision to the text at Weapons Prohibited – Exceptions reflects changes under SB 706 regarding reciprocity with a handgun license from another state. Sections on Prohibited Classroom Instruction or Activities; Prohibited Diversity, Equity, and Inclusion Duties; and Social Transitioning are recommended for inclusion pursuant to SB 12. At Relationships with Students, the recommended revision addresses the requirement under SB 571 regarding notice of suspected misconduct by an educator or district service provider.

The [Legal Tips for Policy Development](#), available in the Policy Online® Governance and Management Library (TASB login required), describe common legal concerns and best practices specific to this policy's topic.

EEP(LOCAL) INSTRUCTIONAL ARRANGEMENTS: LESSON PLANS

This new local policy includes recommended language from SB 12 on instructional plans and course syllabi.

EFA(LOCAL) INSTRUCTIONAL RESOURCES: INSTRUCTIONAL MATERIALS

In accordance with SB 12, a section on Parent Request for Instructional Material Review is recommended for inclusion. The policy requires the superintendent to develop administrative regulations to ensure that parents or guardians can request review of instructional materials individually or through a petition process with other parents.

The [Legal Tips for Policy Development](#), available in the Policy Online® Governance and Management Library (TASB login required), describe common legal concerns and best practices specific to this policy's topic.

EHBAF(LOCAL) SPECIAL EDUCATION: VIDEO/AUDIO MONITORING

The enclosed revisions are recommended to update language regarding special education classrooms in accordance with HB 2 and to update the timeframe for reporting suspected misconduct or child abuse as required by SB 571.

EIA(LOCAL) ACADEMIC ACHIEVEMENT: GRADING/PROGRESS REPORTS TO PARENTS

Recommended revisions reflect the SB 12 requirement that each parent of a student be afforded the opportunity for at least two in-person conferences with the student's teacher per year. At Academic Dishon-

Explanatory Notes

TASB Localized Policy Manual Update 126

Tornillo ISD

esty, language is recommended that indicates the use of artificial intelligence without permission constitutes academic dishonesty.

FA(LOCAL) PARENT RIGHTS AND RESPONSIBILITIES

This new local policy is recommended for inclusion in the district's manual to address the SB 12 requirement to establish a parent portal on the district's website, through which parents may submit comments to administrators or the board.

FEF(LOCAL) ATTENDANCE: RELEASED TIME

This local policy is recommended for inclusion in the district's manual to reflect SB 1049 requirements regarding released time courses.

FFAC(LOCAL) WELLNESS AND HEALTH SERVICES: MEDICAL TREATMENT

A recommended revision at Medication Provided by Parent has been made due to SB 920, which now allows school employees, including nurses, to administer nonprescription medication in accordance with legal requirements.

At Epinephrine, references to "epinephrine auto-injector" have been updated to "epinephrine delivery system" in accordance with SB 1619.

The [Legal Tips for Policy Development](#), available in the Policy Online® Governance and Management Library (TASB login required), describe common legal concerns and best practices specific to this policy's topic.

FFB(LOCAL) STUDENT WELFARE: CRISIS INTERVENTION

As required by HB 2, a provision is recommended for inclusion addressing the required notification that must be provided to teaching staff when a threat is made against the campus.

FFF(LOCAL) STUDENT WELFARE: STUDENT SAFETY

HB 2 prompted recommended revisions to this local policy regarding notifying a parent of a student with whom an employee or service provider is alleged to have engaged in misconduct.

FFG(LOCAL) STUDENT WELFARE: CHILD ABUSE AND NEGLECT

A recommended change at Reporting Child Abuse or Neglect reflects that SB 571 requires reporting within 24 hours of learning of the facts giving rise to suspicion of abuse or neglect of a child. The revision to item 1 at Making a Report also comes from SB 571.

The [Legal Tips for Policy Development](#), available in the Policy Online® Governance and Management Library (TASB login required), describe common legal concerns and best practices specific to this policy's topic.

FNG(LOCAL) STUDENT RIGHTS AND RESPONSIBILITIES: STUDENT AND PARENT COMPLAINTS/GRIEVANCES

Substantial revisions to this student and parent complaint policy are recommended to reflect requirements in SB 12 and other legal requirements reflected in the legal framework at this code.

The [Legal Tips for Policy Development](#), available in the Policy Online® Governance and Management Library (TASB login required), describe common legal concerns and best practices specific to this policy's topic.

Explanatory Notes

TASB Localized Policy Manual Update 126

Tornillo ISD

FO(LOCAL)

STUDENT DISCIPLINE

Minor edits are recommended to the language regarding Video and Audio Monitoring that make such monitoring permissive and clarify what should happen when video and audio recording equipment is in use.

GF(LOCAL)

PUBLIC COMPLAINTS

All recommended revisions to this local policy on public complaints stem from the applicable portions of SB 12.

The [Legal Tips for Policy Development](#), available in the Policy Online® Governance and Management Library (TASB login required), describe common legal concerns and best practices specific to this policy's topic.

GKA(LOCAL)

COMMUNITY RELATIONS: CONDUCT ON SCHOOL PREMISES

Language regarding handguns is recommended for revision due to SB 706.

The [Legal Tips for Policy Development](#), available in the Policy Online® Governance and Management Library (TASB login required), describe common legal concerns and best practices specific to this policy's topic.

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 last Wednesday of each month at 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 members of the Board.

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

Agenda

Deadline

The deadline for submitting items for inclusion on the agenda is the 10th calendar day before regular meetings and the 10th calendar day before special meetings.

Preparation

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

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

Notice to Members

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

Closed Meeting

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

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

Order of Business

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

Rules of Order

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

Record Vote

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

Consent Agenda

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

Minutes

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

[See CPC regarding retention of records.]

Discussions and Limitation

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

The Board President shall also halt discussion if the Board has agreed to a time limitation for discussion of an item, and that time limit has expired. Aside from these limitations, the Board President shall not interfere with debate so long as members wish to address themselves to an item under consideration.

**Limit on
Participation**

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

Public Comment

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

Regular Meetings

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

Special Meetings

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

Procedures

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

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 adjust the time allotted to each speaker. However, no individual shall be given less than one minute to make comments.

Board's Response

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

**Complaints and
Concerns**

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

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

Disruption

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

**Employment
Assistance
Prohibited**

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

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

[See also DC for prohibitions relating to employees.]

**Prohibited
Classroom
Instruction or
Activities**

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

**Prohibition on
Diversity, Equity,
and Inclusion**

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

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

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

[See BT(LEGAL)]

CONTRACTED SERVICES
BACKGROUND CHECKS AND REQUIRED REPORTING

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.

BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT
REQUIRED DISPLAYS

CLE
(LOCAL)

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

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

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

Training The Board delegates to the Superintendent the authority to:

1. Determine the cybersecurity training program to be used in the District;
2. Verify and report compliance with training requirements in accordance with guidance from the 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 cybersecurity incident, as defined by law, the District shall disclose the breach or incident to affected persons or entities and provide any other notices in accordance with the time frames established by law. The District shall give notice by using one or more of the following methods:

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

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

Training

The Board delegates to the Superintendent the authority to:

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

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

Use in District

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

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

**Building Access
Control**

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

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

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

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

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

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

**Designation and Use
of Private Spaces**

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

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

Compliance with Law

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

Construction Contracts

Prior to advertising, the Board shall determine the project delivery/contract award method to be used for each construction contract valued at or above 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 \$15,000, 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.

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 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 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 Earning Local Leave

An employee shall not earn any local leave when he or she is in unpaid status. An employee using full or proportionate paid leave shall be considered to be in paid status.

Deductions

Leave Without Pay

The District shall not approve paid leave for more leave days than have been accumulated in prior years plus leave currently available. Any unapproved absences or absences beyond accumulated and available paid leave shall result in deductions from the employee's pay.

Leave Proration

*Employed for
Less Than Full
Year*

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 and local 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:

1. State personal leave the employee used beyond his or her pro rata entitlement for the school year; and
2. Local leave the employee used but had not earned as of the date of separation.

*Employed for Full
Year*

If an employee uses more local leave than he or she earned and remains employed with the District through his or her last duty day, the District shall deduct the cost of the excess leave days from the employee's pay in accordance with administrative regulations.

Recording

Leave shall be recorded as follows:

1. For positions for which a substitute is normally required, leave shall be recorded in half-day increments, even if a substitute is not employed.
2. For positions for which a substitute is not normally required, leave shall be recorded on an hourly basis.
3. If the employee is taking intermittent FMLA leave, leave shall be recorded in one-hour increments.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

Order of Use

Earned compensatory time shall be used before any available paid state and local leave. [See DEAB]

Unless an employee requests a different order, available paid state and local leave shall be used in the following order, as applicable:

1. Local leave.
2. State sick leave accumulated before the 1995–96 school year.
3. State personal leave.

Use of sick leave bank days shall be permitted only after all available state and local leave has been exhausted.

Concurrent Use of Leave

When an absent employee is eligible for FMLA leave, the District shall designate the absence as FMLA leave.

The District shall require the employee to use temporary disability leave and paid leave, including compensatory time, concurrently with FMLA leave, as applicable, except as provided below.

An employee receiving workers' compensation income benefits may be eligible for paid or unpaid leave. 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.

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.

Medical Certification

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

1. The employee is absent more than three consecutive work-days 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)]

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

State Personal Leave	The Board requires employees to differentiate the manner in which state personal leave is used.
Nondiscretionary Use	Nondiscretionary use of leave shall be for the same reasons and in the same manner as state sick leave accumulated before May 30, 1995. [See DEC(LEGAL)] Nondiscretionary use includes leave related to the birth or placement of a child and taken within the first year after the child's birth, adoption, or foster placement.
Discretionary Use	Discretionary use of leave is at the individual employee's discretion, subject to limitations set out below.
<i>Request for Leave</i>	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.
Schedule Limitations	Discretionary leave shall not be allowed on the day before a school holiday, the day after a school holiday, days scheduled for end-of-semester or end-of-year exams, or the first or last workday of the school year.
Duration of Leave	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 sick leave accumulated before the 1995–96 school year, except that an employee may contribute local leave to a sick leave bank. [See DEC(LEGAL)]
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 or a member of the employee's immediate family experiences a catastrophic illness or injury and the employee has exhausted all paid leave and any applicable compensatory time.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

If the employee is unable to request leave from the sick leave bank, a member of the employee's family or the employee's supervisor may submit the request.

The Superintendent or designee 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.

Family and Medical Leave

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

Twelve-Month Period

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 not 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, nor shall the District 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.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

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.
Failure to Return	If, at the expiration of FMLA leave, the employee is able to return to work but chooses not to do so, the District may require reimbursement of premiums paid by the District during the leave. [See DECA(LEGAL), Recovery of Benefit Cost]
Temporary Disability Leave	<p>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.]</p> <p>An employee's notification of need for extended absence due to the employee's own medical condition shall be forwarded to the Superintendent or designee as a request for temporary disability leave.</p> <p>The District shall require the employee to use temporary disability leave and paid leave, including any compensatory time, concurrently with FMLA leave.</p>
Workers' Compensation	<hr/> <p>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.</p> <hr/>
No Paid Leave Offset	<p>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.</p> <p>The District shall not permit the option for paid leave offset in conjunction with workers' compensation income benefits. [See CRE]</p>
Court Appearances	<p>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.</p> <p>Absences for court appearances related to an employee's personal business shall be deducted from the employee's personal leave or shall be taken by the employee as leave without pay.</p>
Annual Payment for Unused Leave	<p>Each employee may request annual payment for unused local leave to a maximum of three days per school year.</p> <p>An employee who wishes to receive payment for unused leave must submit his or her written request in accordance with administrative procedures.</p>

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

**Payment for
Accumulated Leave
Upon Retirement**

The employee shall receive payment for each day of unused local leave at a rate established by the Board.

Days for which the employee received payment shall not be available to that employee for use in the District.

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

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

An employee who retires from the District shall be eligible for payment for accumulated state leave under the following conditions:

1. The employee's retirement is voluntary, i.e., the employee is not being discharged or nonrenewed.
2. The employee provides advance written notice of intent to retire. Contract employees must provide written notice at least 90 days before the last day of employment. Noncontract employees must provide written notice at least two weeks before the last day of employment.
3. The employee has at least 10 years of service with the District.
4. The employee has at least five days of available state leave.

The employee shall receive payment for each day of accumulated state leave, to a maximum of 30 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.

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.
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.

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 initial notice or any subsequent notice shall contain the hearing procedures.

Request for Hearing

If the employee desires a hearing after receiving the notice of proposed nonrenewal, the employee shall notify the Board in writing 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 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 Procedures

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.

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.

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.

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 and on the District’s website.

Informal Process

The Board encourages employees to discuss their concerns with their supervisor, principal, or other appropriate campus or District 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.

Filing Deadlines

If an employee has engaged in the informal process in an attempt to resolve the complaint with the District and has not reached a

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resolution during the process, the employee must file a complaint within 15 business 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.

Deadline Extensions All deadlines shall be strictly followed unless otherwise required by law or modified by mutual written consent.

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

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.

The complaint form shall be filed with the lowest level administrator who has the authority to remedy the alleged problem. In most circumstances, the employee shall file Level One complaints with the campus principal for any complaint on a matter related to a campus. For a complaint that arises on a matter that is unrelated to a campus, the complaint shall be filed with the appropriate District-level administrator.

If the subject matter of the complaint requires a Board decision, is a complaint about a Board member, or is a complaint about the Superintendent, the complaint shall be initiated at the Board level. A preliminary hearing to develop a record or recommendation for the Board may be conducted by an appropriate administrator.

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.

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

Notice of Complaint A District employee against whom a complaint has been filed shall be provided notice of the complaint in accordance with administrative regulations. The employee shall have sufficient opportunity to submit a written response to the complaint that shall be included in the record of the complaint.

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 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. Complaints alleging a violation of law by the Superintendent may be submitted directly to the Board or Board's designee.
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.
General Provisions Filing	Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, 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 business days after the deadline.
Scheduling Hearings	The District shall make reasonable attempts to schedule hearings at a mutually agreeable time. If the employee fails to appear at a scheduled hearing, the District may hold the hearing and issue a decision in the employee's absence.
Decision	<p>A "decision" shall mean a written communication to the employee from the appropriate administrator that provides an explanation of the basis of the decision, an indication of each document that supports the decision, and any relief or redress to be provided. A decision shall be issued on the merits of the concern raised in the complaint notwithstanding any procedural errors or the type of relief or redress requested.</p> <p>The decision shall also include information regarding the filing of an appeal in accordance with this policy. After a hearing at Level Three, the decision shall include information on submitting an appeal to the commissioner.</p> <p>A decision may be hand-delivered, sent by electronic communication to the employee's email address of record, or sent by U.S. Mail</p>

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	<p>to the employee's mailing address of record. Mailed decisions shall be timely if they are postmarked by U.S. Mail on or before the deadline.</p>
Representative	<p>"Representative" shall mean any person who or an organization that does not claim the right to strike and is designated by the employee to represent the employee in the complaint process.</p> <p>The employee may designate a representative through written notice to the District at any level of this process. The representative may participate in person or by telephone conference call. If the employee designates a representative with fewer than three business days' notice to the District before a scheduled hearing, the District may reschedule the hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.</p>
Consolidating Complaints	<p>To promote efficiency in addressing complaints, the appropriate administrator shall determine if separate or serial complaints arising from an event or series of related events shall be consolidated.</p>
Costs Incurred	<p>Each party shall pay its own costs incurred in the course of the complaint.</p>
Complaint and Appeal Forms	<p>Complaints and appeals under this policy shall be submitted on a form provided by the District.</p> <p>Copies of any documents that support the complaint should be included with the complaint form. If the employee does not have copies of these documents, copies may be presented at the Level One hearing. After the Level One hearing, the employee may supplement the record with additional documents or include additional claims.</p>
Record	<p>A record of each complaint hearing shall be created and retained in accordance with this policy. The record shall include documents submitted by the employee who filed the complaint, documents determined relevant by District personnel, and the decision.</p>
Remand	<p>A complaint or appeal form that is incomplete in any material aspect shall be refiled, if at Level One, and remanded at all other levels in order to develop an adequate record of the complaint.</p> <p>If an adequate record has not been developed, the appropriate administrator may remand the complaint to a lower level. The Board or Board committee may remand a complaint to a lower level if at the Board level of review an adequate record has not been developed.</p>

**Assignment of
Hearing Officer**

When a District employee is the subject of a complaint, the hearing shall be conducted by an administrator who is in a supervisory or higher organizational role. The District employee who is the subject of the complaint shall recuse themselves from reviewing the complaint at any level in the process.

Investigation

The District may conduct an investigation at any level in the complaint process. If the District and the employee mutually agree, all deadlines shall be suspended during an investigation.

Audio Recording

As provided by law, an employee shall be permitted to make an audio recording of a 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.

Complaint Levels

Level One

At Level One, the appropriate hearing officer shall hold a hearing with the employee within 10 calendar days after receipt of the written complaint. The hearing officer may set reasonable time limits for the hearing.

The hearing officer shall provide the employee a decision within 20 calendar days following the hearing. In reaching a decision, the hearing officer may consider information provided with the complaint form and any other relevant documents or information the hearing officer 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 decision has expired, the employee may request a hearing at Level Two to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within 20 calendar days of the date of the Level One decision or, if no decision has been communicated to the employee, within 20 calendar days of the Level One decision deadline.

After receiving notice of the appeal, the Level One hearing officer shall prepare and forward a record of the Level One complaint to the Level Two hearing officer and provide a copy of the Level One record to the employee.

The Level One record shall include:

1. The original complaint form and any attachments.
2. Any other documents submitted by the employee at Level One.
3. If the complaint is against a District employee, the written response of the District employee, if any.

4. The decision issued at Level One and any attachments.
5. All other documents relied upon by the Level One hearing officer in reaching the Level One decision.

The hearing officer shall hold a hearing within 10 calendar days after the appeal notice is filed. The hearing officer may set reasonable time limits for the hearing.

The hearing officer shall provide the employee a decision within 20 calendar days following the hearing. In reaching a decision, the hearing officer may consider the Level One record, any additional information provided prior to the Level Two hearing, and any other relevant documents or information the hearing officer believes will help resolve the complaint.

Recordings of the Level One and Level Two hearings, 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 decision has expired, the employee may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within 20 calendar days of the date of the Level Two decision or, if no decision has been communicated to the employee, within 20 calendar days of the Level Two decision deadline.

Unless the Board delegates a committee in accordance with law, the Board shall hear the appeal of the Level Two decision.

After receiving notice of the appeal, the Board or Board committee shall hold a meeting to discuss the complaint no later than 60 calendar days after the date on which the Level Two decision was made.

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

At least five business days before the Board or Board committee meeting, the Superintendent shall provide the employee a description of any information the Board intends to rely on that is not contained in the record created at the previous hearing levels, including any preliminary hearing.

The Superintendent 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. Any other documents submitted by the employee at Level Two.
4. The decision issued at Level Two and any attachments.
5. All other documents relied upon by the administration in reaching the Level Two decision.

The employee may request that the complaint be heard in open or closed meeting. The District shall honor that request unless the Texas Open Meetings Act or other applicable law requires otherwise. [See BE]

At the meeting, 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 Board members.

In addition to any other record of the meeting required by law, the Board or Board committee 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 Board members with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board or Board committee shall then consider the complaint. It shall make a decision no later than 30 calendar days after the date of the Board or Board committee meeting at which the complaint was presented. The employee shall be provided a decision in accordance with this policy and state law.

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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 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

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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.

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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.]

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**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

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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.

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

**Instructional Plan
and Course Syllabus**

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

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

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.

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

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

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

Objectives

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

Selection

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

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

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

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

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

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

Parent Request for Instructional Material Review

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

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

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

Reconsideration of Instructional Materials

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

Guiding Principles

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

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

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

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

*Informal
Reconsideration*

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

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

*Formal Request for
Reconsideration*

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

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

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

*Frequency of
Review*

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

Appeal

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

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

To promote student safety, the District shall comply with requests for video and audio monitoring of certain 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 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 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 10th business day after the student’s admission, review, and dismissal (ARD) committee determines the student’s placement, whichever is later. If such a request is made, the campus shall begin operation of the camera by the deadlines in law.

For Current Year

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

Response

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

Notice

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

Installation and Operation

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

When the District has installed video cameras in a classroom as required by law, the District shall operate the cameras during the

instructional day at all times when one or more students are in the classroom. For purposes of this policy, the instructional day shall be defined as the portion of a school day during which instruction is taking place in the classroom.

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

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

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

Retention of Recordings

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

Confidentiality of Recordings

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

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

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

For purposes of this policy, the term “human resource staff member” shall include the Superintendent, a principal, an assistant principal or other campus administrator, and any supervisory position within the District’s human resources office. If an individual listed in items 2-4, 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 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 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.

Relation to Essential Knowledge and Skills	<p>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.</p> <p>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.</p>
Guidelines for Grading	<p>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.</p> <p>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.</p>
Progress Reporting	<p>The District shall issue grade reports/report cards every nine weeks on a form approved by the Superintendent or designee. Performance shall be measured in accordance with this policy and the standards established in EIE.</p>
Interim Reports	<p>Interim progress reports shall be issued for all students after the third week and the sixth week of each grading period. Supplemental progress reports may be issued at the teacher's discretion.</p>
Conferences	<p>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.</p>
Academic Dishonesty	<p>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, information from students, or the use of an artificial intelligence detection tool selected by the District.</p>

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.

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 of the school. The teacher shall determine that such permission has been granted before allowing the student to leave.

Exception for
Released Time
Course

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

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

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

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

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

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

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

Medication Provided by Parent

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

1. Prescription medication in accordance with legal requirements.
2. Nonprescription medication 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.

Epinephrine

The District authorizes school personnel who have agreed in writing and been adequately trained to administer an unassigned epinephrine delivery system, such as an auto-injector or nasal spray, in accordance with law and this policy. Administration of epinephrine shall only be permitted when an authorized and trained individual reasonably believes a person is experiencing anaphylaxis.

On Campus

Authorized and trained individuals may administer an unassigned epinephrine delivery system at any time to a person experiencing anaphylaxis on a school campus.

The District shall ensure that at each campus a sufficient number of authorized individuals are trained to administer epinephrine so that at least one trained individual is present on campus during all hours the campus is open. In accordance with state rules, the campus shall be considered open for this purpose during regular on-campus school hours and whenever school personnel are physically on site for school-sponsored activities.

Maintenance, Availability, and Training

The Superintendent shall develop administrative regulations designating a coordinator to manage policy implementation and addressing annual training of authorized individuals in accordance with law; procedures for delivery system use; and acquisition or purchase, maintenance, expiration, disposal, and availability of unassigned epinephrine at each campus.

WELLNESS AND HEALTH SERVICES
MEDICAL TREATMENT

FFAC
(LOCAL)

<i>Notice to Parents</i>	In accordance with law, the District shall provide notice of the policy to parents regarding the epinephrine program, including notice of any change to or discontinuation of this program.
Opioid Antagonist	This provision shall be applicable to every campus.
<i>On Campus</i>	<p>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.</p> <p>Each applicable campus shall have at least one individual who is authorized and trained to administer an opioid antagonist present during regular school hours.</p>
<i>Maintenance, Availability, Training, and Reporting</i>	<p>Each applicable campus shall have at least two unused, unexpired opioid antagonist doses available.</p> <p>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.</p> <p>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.</p>
Psychotropics	<p>Except as permitted by law, an employee shall not:</p> <ol style="list-style-type: none">1. Recommend to a student or a parent that the student use a psychotropic drug;2. Suggest a particular diagnosis; or3. 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	<p>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.</p> <p>The District shall seek appropriate emergency care for a student as required or deemed necessary.</p>

**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 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 abuse or commission of an otherwise unlawful act with a student or involvement in a romantic relationship, or soliciting or engaging in sexual contact 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.]

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

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

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

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

Confidentiality

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

Immunity

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

**Failing to Report
Suspected Child
Abuse or Neglect**

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

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

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

**Responsibilities
Regarding
Investigations**

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

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

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

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

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 has been followed:

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

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

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)]

Notice to Students and Parents

The District shall inform students and parents of this policy through appropriate District publications and on the District's website.

Informal Process

The Board encourages students and parents to discuss their concerns with the appropriate teacher, principal, or other appropriate campus or District 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.

Filing Deadlines

After Informal Process

If a student or parent has engaged in the informal process in an attempt to resolve the complaint with the District and has not reached a resolution during the process, the student or parent shall have the later of:

- Ninety calendar days to file a complaint from 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
- Thirty calendar days to file a complaint from the date on which the District provided information to the student or parent regarding how to file a grievance.

[See Formal Process, below]

No Prior Informal Process

If the student or parent has not engaged in the informal process, the student or parent shall have no more than 60 calendar days from the date the student or parent first knew, or with reasonable

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

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diligence should have known, of the decision or action giving rise to the complaint or grievance to file a complaint using the appropriate forms.

Deadline Extensions All deadlines shall be strictly followed unless otherwise required by law or modified by mutual written consent.

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

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.

The complaint form shall be filed with the lowest level administrator who has the authority to remedy the alleged problem. In most circumstances, students and parents shall file Level One complaints with the campus principal for any complaint on a matter related to a campus. For a complaint that arises on a matter that is unrelated to a campus, the complaint shall be filed with the appropriate District-level administrator.

If the subject matter of the complaint requires a Board decision, is a complaint about a Board member, or is a complaint about the Superintendent, the complaint shall be initiated at the Board level. A preliminary hearing to develop a record or recommendation for the Board may be conducted by an appropriate administrator.

A Board member shall be permitted to file a complaint under this policy, but, if the complaint is considered by the Board or Board committee, the Board member shall be prohibited from voting on the Board’s or Board committee’s decision.

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.

Option to Continue Informal Process Even after initiating the formal complaint process, the complainant is encouraged to seek informal resolution of their concerns. A complainant whose concerns are resolved may withdraw a formal complaint at any time.

Notice of Complaint A District employee against whom a complaint has been filed shall be provided notice of the complaint in accordance with administrative regulations. The employee shall have sufficient opportunity to submit a written response to the complaint that shall be included in the record of the complaint.

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

**Freedom from
Retaliation**

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

General Provisions

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, 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 business days after the deadline.

Scheduling
Hearings

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

Decision

A "decision" shall mean a written communication to the complainant from the appropriate administrator that provides an explanation of the basis of the decision, an indication of each document that supports the decision, and any relief or redress to be provided. A decision shall be issued on the merits of the concern raised in the complaint notwithstanding any procedural errors or the type of relief or redress requested.

The decision shall also include information regarding the filing of an appeal in accordance with this policy. After a hearing at Level Three, the decision shall include information on submitting an appeal to the commissioner.

A decision may be hand-delivered, sent by electronic communication to the complainant's email address of record, or sent by U.S. Mail to the complainant's mailing address of record. Mailed decisions shall be timely if they are postmarked by U.S. Mail on or before the deadline.

Representative

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

The complainant 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 complainant designates a representative with fewer than three

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	<p>business days' notice to the District before a scheduled hearing, the District may reschedule the hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.</p>
Consolidating Complaints	<p>To promote efficiency in addressing complaints, the appropriate administrator shall determine if separate or serial complaints arising from an event or series of related events shall be consolidated.</p>
Costs Incurred	<p>Each party shall pay its own costs incurred in the course of the complaint.</p>
Complaint and Appeal Forms	<p>Complaints and appeals under this policy shall be submitted on a form provided by the District.</p> <p>Copies of any documents that support the complaint should be included with the complaint form. If the complainant does not have copies of these documents, copies may be presented at the Level One hearing. After the Level One hearing, the complainant may supplement the record with additional documents or include additional claims.</p>
Record	<p>A record of each complaint hearing shall be created and retained in accordance with this policy. The record shall include documents submitted by the complainant, documents determined relevant by District personnel, and the decision.</p>
Remand	<p>A complaint or appeal form that is incomplete in any material aspect shall be refiled, if at Level One, and remanded at all other levels in order to develop an adequate record of the complaint.</p> <p>If an adequate record has not been developed, the appropriate administrator may remand the complaint to a lower level. The Board or Board committee may remand a complaint to a lower level if at the Board level of review an adequate record has not been developed.</p>
Assignment of Hearing Officer	<p>When a District employee is the subject of a complaint, the hearing shall be conducted by an administrator who is in a supervisory or higher organizational role. The District employee who is the subject of the complaint shall recuse themselves from reviewing the complaint at any level in the process.</p>
Investigation	<p>The District may conduct an investigation at any level in the complaint process. If the District and the complainant mutually agree, all deadlines shall be suspended during an investigation.</p>
Complaint Levels Level One	<p>At Level One, the appropriate hearing officer shall hold a hearing with the complainant within 10 calendar days after receipt of the</p>

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written complaint. The hearing officer may set reasonable time limits for the hearing.

The hearing officer shall provide the complainant a decision within 20 calendar days following the hearing. In reaching a decision, the hearing officer may consider information provided with the complaint form and any other relevant documents or information the hearing officer believes will help resolve the complaint.

Level Two

If the complainant did not receive the relief requested at Level One or if the time for a decision has expired, the complainant may request a hearing at Level Two to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within 20 calendar days of the date of the Level One decision or, if no decision has been communicated to the complainant, within 20 calendar days of the Level One decision deadline.

After receiving notice of the appeal, the Level One hearing officer shall prepare and forward a record of the Level One complaint to the Level Two hearing officer and provide a copy of the Level One record to the complainant.

The Level One record shall include:

1. The original complaint form and any attachments.
2. Any other documents submitted by the complainant at Level One.
3. If the complaint is against a District employee, the written response of the District employee, if any.
4. The decision issued at Level One and any attachments.
5. All other documents relied upon by the Level One hearing officer in reaching the Level One decision.

The hearing officer shall hold a hearing within 10 calendar days after the appeal notice is filed. The hearing officer may set reasonable time limits for the hearing.

The hearing officer shall provide the complainant a decision within 20 calendar days following the hearing. In reaching a decision, the hearing officer may consider the Level One record, any additional information provided prior to the Level Two hearing, and any other relevant documents or information the hearing officer believes will help resolve the complaint.

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

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Level Three

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

The appeal notice must be filed in writing, on a form provided by the District, within 20 calendar days of the date of the Level Two decision or, if no decision has been communicated to the complainant, within 20 calendar days of the Level Two decision deadline.

Unless the Board delegates a committee in accordance with law, the Board shall hear the appeal of the Level Two decision.

After receiving notice of the appeal, the Board or Board committee shall hold a meeting to discuss the complaint no later than 60 calendar days after the date on which the Level Two decision was made.

The Superintendent shall inform the complainant whether the Board or a Board committee will hear the appeal and of the date, time, and place of the meeting at which the complaint will be on the agenda for presentation to the Board or Board committee.

At least five business days before the Board or Board committee meeting, the Superintendent shall provide the complainant a description of any information the Board intends to rely on that is not contained in the record created at the previous hearing levels, including any preliminary hearing.

The Superintendent shall provide the Board the record of the Level Two appeal. The complainant 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. Any other documents submitted by the complainant at Level Two.
4. The decision issued at Level Two and any attachments.
5. All other documents relied upon by the administration in reaching the Level Two decision.

The complainant may request that the complaint be heard in open or closed meeting. The District shall honor that request unless the Texas Open Meetings Act or other applicable law requires otherwise. [See BE]

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At the meeting, the presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the complainant and administration to each make a presentation and provide rebuttal and an opportunity for questioning by Board members.

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

The Board or Board committee shall then consider the complaint. It shall make a decision no later than 30 calendar days after the date of the Board or Board committee meeting at which the complaint was presented. The complainant shall be provided a decision in accordance with this policy and state law.

Student Code of Conduct

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

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

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

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

Revisions

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

Extracurricular Standards of Behavior

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

A student shall be informed of any extracurricular behavior standards at the beginning of each school year or when the student first begins participation in the activity. A student and his or her parent shall sign and return to the sponsor or coach a statement that they have read the extracurricular behavior standards and consent to them as a condition of participation in the activity.

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

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

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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 may be used for safety purposes to monitor student behavior on District property.

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)]

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)]

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.

Filing Deadlines

If a member of the public has engaged in the informal process in an attempt to resolve the complaint with the District and has not reached a resolution during the process, the individual must file a complaint within 15 business 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.

Deadline Extensions

All deadlines shall be strictly followed unless otherwise required by law or modified by mutual written consent.

Formal Process

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

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.

The complaint form shall be filed with the lowest level administrator who has the authority to remedy the alleged problem. In most circumstances, the individual shall file a Level One complaint with the

campus principal for any complaint on a matter related to a campus. For a complaint that arises on a matter that is unrelated to a campus, the complaint shall be filed with the appropriate District-level administrator.

If the subject matter of the complaint requires a Board decision, is a complaint about a Board member, or is a complaint about the Superintendent, the complaint shall be initiated at the Board level. A preliminary hearing to develop a record or recommendation for the Board may be conducted by an appropriate administrator.

A Board member shall be permitted to file a complaint under this policy, but, if the complaint is considered by the Board or Board committee, the Board member shall be prohibited from voting on the Board's or Board committee's decision.

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.

Option to Continue Informal Process

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

Notice of Complaint

A District employee against whom a complaint has been filed shall be provided notice of the complaint in accordance with administrative regulations. The employee shall have sufficient opportunity to submit a written response to the complaint that shall be included in the record of the complaint.

Freedom from Retaliation

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

General Provisions

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, 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 business days after the deadline.

Scheduling Hearings

The District shall make reasonable attempts to schedule hearings at a mutually agreeable time. If the complainant fails to appear at a

scheduled hearing, the District may hold the hearing and issue a decision in the complainant's absence.

Decision

A "decision" shall mean a written communication to the complainant from the appropriate administrator that provides an explanation of the basis of the decision, an indication of each document that supports the decision, and any relief or redress to be provided. A decision shall be issued on the merits of the concern raised in the complaint notwithstanding any procedural errors or the type of relief or redress requested.

The decision shall also include information regarding the filing of an appeal in accordance with this policy. After a hearing at Level Three, the decision shall include information on submitting an appeal to the commissioner.

A decision may be hand-delivered, sent by electronic communication to the complainant's email address of record, or sent by U.S. Mail to the complainant's mailing address of record. Mailed decisions shall be timely if they are postmarked by U.S. Mail on or before the deadline.

Representative

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

The complainant 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 complainant designates a representative with fewer than three business days' notice to the District before a scheduled hearing, the District may reschedule the 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

To promote efficiency in addressing complaints, the appropriate administrator shall determine if separate or serial complaints arising from an event or series of related events shall be consolidated.

Costs Incurred

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

Complaint and
Appeal Forms

Complaints and appeals under this policy shall be submitted on a form provided by the District.

Copies of any documents that support the complaint should be included with the complaint form. If the complainant does not have copies of these documents, copies may be presented at the Level One hearing. After the Level One hearing, the complainant may supplement the record with additional documents or include additional claims.

PUBLIC COMPLAINTS

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(LOCAL)

Record	<p>A record of each complaint hearing shall be created and retained in accordance with this policy. The record shall include documents submitted by the complainant, documents determined relevant by District personnel, and the decision.</p>
Remand	<p>A complaint or appeal form that is incomplete in any material aspect shall be refiled, if at Level One, and remanded at all other levels in order to develop an adequate record of the complaint.</p> <p>If an adequate record has not been developed, the appropriate administrator may remand the complaint to a lower level. The Board or Board committee may remand a complaint to a lower level if at the Board level of review an adequate record has not been developed.</p>
Assignment of Hearing Officer	<p>When a District employee is the subject of a complaint, the hearing shall be conducted by an administrator who is in a supervisory or higher organizational role. The District employee who is the subject of the complaint shall recuse themselves from reviewing the complaint at any level in the process.</p>
Investigation	<p>The District may conduct an investigation at any level in the complaint process. If the District and the complainant mutually agree, all deadlines shall be suspended during an investigation.</p>
Complaint Levels	<p>At Level One, the appropriate hearing officer shall hold a hearing with the complainant within 10 calendar days after receipt of the written complaint. The hearing officer may set reasonable time limits for the hearing.</p>
Level One	<p>The hearing officer shall provide the complainant a decision within 20 calendar days following the hearing. In reaching a decision, the hearing officer may consider information provided with the complaint form and any other relevant documents or information the hearing officer believes will help resolve the complaint.</p>
Level Two	<p>If the complainant did not receive the relief requested at Level One or if the time for a decision has expired, the complainant may request a hearing at Level Two to appeal the Level One decision.</p> <p>The appeal notice must be filed in writing, on a form provided by the District, within 20 calendar days of the date of the Level One decision or, if no decision has been communicated to the complainant, within 20 calendar days of the Level One decision deadline.</p> <p>After receiving notice of the appeal, the Level One hearing officer shall prepare and forward a record of the Level One complaint to the Level Two hearing officer and provide a copy of the Level One record to the complainant.</p>

The Level One record shall include:

1. The original complaint form and any attachments.
2. Any other documents submitted by the complainant at Level One.
3. If the complaint is against a District employee, the written response of the District employee, if any.
4. The decision issued at Level One and any attachments.
5. All other documents relied upon by the Level One hearing officer in reaching the Level One decision.

The hearing officer shall hold a hearing within 10 calendar days after the appeal notice is filed. The hearing officer may set reasonable time limits for the hearing.

The hearing officer shall provide the complainant a decision within 20 calendar days following the hearing. In reaching a decision, the hearing officer may consider the Level One record, any additional information provided prior to the Level Two hearing, and any other relevant documents or information the hearing officer believes will help resolve the complaint.

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

Level Three

If the complainant did not receive the relief requested at Level Two or if the time for a decision 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 20 calendar days of the date of the Level Two decision or, if no decision has been communicated to the complainant, within 20 calendar days of the Level Two decision deadline.

Unless the Board delegates a committee in accordance with law, the Board shall hear the appeal of the Level Two decision.

After receiving notice of the appeal, the Board or Board committee shall hold a meeting to discuss the complaint no later than 60 calendar days after the date on which the Level Two decision was made.

The Superintendent shall inform the complainant whether the Board or a Board committee will hear the appeal and of the date, time, and place of the meeting at which the complaint will be on the agenda for presentation to the Board or Board committee.

At least five business days before the Board or Board committee meeting, the Superintendent shall provide the complainant a description of any information the Board intends to rely on that is not contained in the record created at the previous hearing levels, including any preliminary hearing.

The Superintendent shall provide the Board the record of the Level Two appeal. The complainant 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. Any other documents submitted by the complainant at Level Two.
4. The decision issued at Level Two and any attachments.
5. All other documents relied upon by the administration in reaching the Level Two decision.

The complainant may request that the complaint be heard in open or closed meeting. The District shall honor that request unless the Texas Open Meetings Act or other applicable law requires otherwise. [See BE]

At the meeting, the presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the complainant and administration to each make a presentation and provide rebuttal and an opportunity for questioning by Board members.

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

The Board or Board committee shall then consider the complaint. It shall make a decision no later than 30 calendar days after the date of the Board or Board committee meeting at which the complaint was presented. The complainant shall be provided a decision in accordance with this policy and state law.

Access to District Property

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

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

Ejection or Exclusion under Education Code 37.105

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

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

Off-Campus Activities

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

Prohibitions

Tobacco and E-Cigarettes

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

Weapons

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

Exceptions

No violation of this policy occurs when:

1. An individual 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, as long as the handgun or other firearm is not in plain view; or
2. The use, possession, or display of an otherwise prohibited weapon takes place as part of a District-approved activity supervised by proper authorities. [See FOD]



(LOCAL) Policy Comparisons

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

In this packet, you will find:

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

Annotations are shown as follows:

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

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

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

Contact us:

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

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

Meeting Place and Time

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

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

Regular Meetings

Regular meetings of the Board shall normally be held on the last Wednesday of each month at 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 members of the Board.

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

Agenda

Deadline

The deadline for submitting items for inclusion on the agenda is the ~~fourth~~10th calendar day before regular meetings and the ~~fourth~~10th calendar day before special meetings.

Preparation

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

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

Notice to Members

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

Closed Meeting

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

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

Order of Business

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

Rules of Order

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

~~Voting~~ Record Vote

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

Consent Agenda

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

Minutes

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

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

Discussions and Limitation

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

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

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

**Limit on
Participation**

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

Public Comment

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

Regular Meetings

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

Special Meetings

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

Procedures

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

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

Except as permitted by this policy and the Board's procedures on public comment, an individual's comments to the Board shall not exceed 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 ~~make adjustments to public comment procedures, including adjusting when public comment will occur during the meeting, reordering agenda items, deferring public comment on nonagenda items, continuing agenda items to a later meeting, providing expanded opportunity for public comment, or establishing an overall time limit for public comment and adjusting~~ adjust the time allotted to each speaker. However, no individual shall be given less than one minute to make comments.

Board's Response

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

**Complaints and
Concerns**

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

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

Disruption

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

Employment Assistance Prohibited

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

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

[See also DC for prohibitions relating to employees.]

Prohibited Classroom Instruction or Activities

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

Prohibition on Diversity, Equity, and Inclusion

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

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

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

[See BT(LEGAL)]

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

CJA
(LOCAL)

Emergencies

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

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

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

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

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

Training The Board delegates to the Superintendent the authority to:

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

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

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

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

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

Training

The Board delegates to the Superintendent the authority to:

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

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

Use in District

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

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

**Building Access
Control**

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

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

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

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

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

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

**Designation and Use
of Private Spaces**

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

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

Compliance with Law

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

Construction Contracts

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

For construction contracts valued at or above ~~\$15,000~~ **\$15,000**, 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.

**Leave
Administration**

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

Definitions

The term "immediate family" is defined as:

Immediate Family

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

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

Family Emergency

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

Leave Day

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

School Year

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

Daily Rate of Pay

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

Catastrophic Illness
or Injury

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

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

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

Availability

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

State Earning Local Leave

An employee shall not earn any local leave when he or she is in unpaid status. An employee using full or proportionate paid leave shall be considered to be in paid status.

Deductions

Leave Without Pay

The District shall not approve paid leave for more leave days than have been accumulated in prior years plus leave currently available. Any unapproved absences or absences beyond accumulated and available paid leave shall result in deductions from the employee's pay.

Leave Proration

*Employed for
Less Than Full
Year*

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 and local 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:

1. State personal leave the employee used beyond his or her pro rata entitlement for the school year; and
2. Local leave the employee used but had not earned as of the date of separation.

*Employed for Full
Year*

If an employee uses more local leave than he or she earned and remains employed with the District through his or her last duty day, the District shall deduct the cost of the excess leave days from the employee's pay in accordance with administrative regulations.

Recording

Leave shall be recorded as follows:

1. For positions for which a substitute is normally required, leave shall be recorded in half-day increments, even if a substitute is not employed.
2. For positions for which a substitute is not normally required, leave shall be recorded on an hourly basis.
3. If the employee is taking intermittent FMLA leave, leave shall be recorded in one-hour increments.

Order of Use

Earned compensatory time shall be used before any available paid state and local leave. [See DEAB]

Unless an employee requests a different order, available paid state and local leave shall be used in the following order, as applicable:

1. Local leave.
2. State sick leave accumulated before the 1995–96 school year.
3. State personal leave.

Use of sick leave bank days shall be permitted only after all available state and local leave has been exhausted.

Concurrent Use of Leave

When an absent employee is eligible for FMLA leave, the District shall designate the absence as FMLA leave.

The District shall require the employee to use temporary disability leave and paid leave, including compensatory time, concurrently with FMLA leave, *as applicable, except as provided below*.

An employee receiving workers' compensation income benefits may be eligible for paid or unpaid leave. 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.

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.

Medical Certification

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

1. The employee is absent more than three consecutive work-days 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)]

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

State Personal Leave	The Board requires employees to differentiate the manner in which state personal leave is used.
Nondiscretionary Use	Nondiscretionary use of leave shall be for the same reasons and in the same manner as state sick leave accumulated before May 30, 1995. [See DEC(LEGAL)] Nondiscretionary use includes leave related to the birth or placement of a child and taken within the first year after the child's birth, adoption, or foster placement.
Discretionary Use	Discretionary use of leave is at the individual employee's discretion, subject to limitations set out below.
<i>Request for Leave</i>	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.
Schedule Limitations	Discretionary leave shall not be allowed on the day before a school holiday, the day after a school holiday, days scheduled for end-of-semester or end-of-year exams, or the first or last workday of the school year.
Duration of Leave	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 sick leave accumulated before the 1995–96 school year, except that an employee may contribute local leave to a sick leave bank. [See DEC(LEGAL)]
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 or a member of the employee's immediate family experiences a catastrophic illness or injury and the employee has exhausted all paid leave and any applicable compensatory time.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

If the employee is unable to request leave from the sick leave bank, a member of the employee's family or the employee's supervisor may submit the request.

The Superintendent or designee 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.

Family and Medical Leave

~~FMLA leave~~The District shall ~~run concurrently with applicable paid leave and compensatory time, as applicable.~~

~~Note: See DECA(LEGAL) for provisions addressing FMLA~~make FMLA leave available to employees in accordance with DECA(LEGAL) and the following provisions.

Twelve-Month Period

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 not 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, nor shall the District 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.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

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.
Failure to Return	If, at the expiration of FMLA leave, the employee is able to return to work but chooses not to do so, the District may require reimbursement of premiums paid by the District during the leave. [See DECA(LEGAL), Recovery of Benefit Cost]
Temporary Disability Leave	<p>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.]</p> <p>An employee's notification of need for extended absence due to the employee's own medical condition shall be forwarded to the Superintendent or designee as a request for temporary disability leave.</p> <p>The District shall require the employee to use temporary disability leave and paid leave, including any compensatory time, concurrently with FMLA leave.</p>
Workers' Compensation	<hr/> <p>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.</p> <hr/>
No Paid Leave Offset	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.
Court Appearances	<p>The District shall not permit the option for paid leave offset in conjunction with workers' compensation income benefits. [See CRE]</p> <p>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.</p> <p>Absences for court appearances related to an employee's personal business shall be deducted from the employee's personal leave or shall be taken by the employee as leave without pay.</p>

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

**Annual Payment for
Unused Leave**

Each employee may request annual payment for unused local leave to a maximum of three days per school year.

An employee who wishes to receive payment for unused leave must submit his or her written request in accordance with administrative procedures.

The employee shall receive payment for each day of unused local leave at a rate established by the Board.

Days for which the employee received payment shall not be available to that employee for use in the District.

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

**Payment for
Accumulated Leave
Upon Retirement**

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

An employee who retires from the District shall be eligible for payment for accumulated state leave under the following conditions:

1. The employee's retirement is voluntary, i.e., the employee is not being discharged or nonrenewed.
2. The employee provides advance written notice of intent to retire. Contract employees must provide written notice at least 90 days before the last day of employment. Noncontract employees must provide written notice at least two weeks before the last day of employment.
3. The employee has at least ~~ten~~10 years of service with the District.
4. The employee has at least five days of available state leave.

The employee shall receive payment for each day of accumulated state leave, to a maximum of 30 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.

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.

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 initial notice or any subsequent notice shall contain the hearing procedures.

Request for Hearing

If the employee desires a hearing after receiving the notice of proposed nonrenewal, the employee shall notify the Board in writing 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 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 Procedures

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.

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.

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.

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 ~~the DIA series~~.
2. Complaints alleging certain forms of harassment, including harassment by a supervisor and violation of Title VII, shall be submitted in accordance with ~~the DIA series~~.
3. Complaints concerning retaliation ~~relating~~[related](#) to discrimination and harassment shall be submitted in accordance with ~~the DIA series~~.
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 [and on the District's website](#).

~~Guiding Principles~~ Informal Process

The Board encourages employees to discuss their concerns with their supervisor, principal, or other appropriate [campus or District 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~~
~~Formal Process
communication
between an
employee and a
Board member
would be
inappropriate
because of a
pending hearing or
appeal related to the
employee~~
Filing
Deadlines

If an employee has engaged in the informal process in an attempt to resolve the complaint with the District and has not reached a resolution during the process, the employee must file a complaint within 15 business 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.

All deadlines shall be strictly followed unless otherwise required by law or modified by mutual written consent.

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.~~ 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.

The complaint form shall be filed with the lowest level administrator who has the authority to remedy the alleged problem. In most circumstances, the employee shall file Level One complaints with the campus principal for any complaint on a matter related to a campus. For a complaint that arises on a matter that is unrelated to a campus, the complaint shall be filed with the appropriate District-level administrator.

If the subject matter of the complaint requires a Board decision, is a complaint about a Board member, or is a complaint about the Superintendent, the complaint shall be initiated at the Board level. A preliminary hearing to develop a record or recommendation for the Board may be conducted by an appropriate administrator.

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.

Option to Continue
Informal Process

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

Notice of Complaint	A District employee against whom a complaint has been filed shall be provided notice of the complaint in accordance with administrative regulations. The employee shall have sufficient opportunity to submit a written response to the complaint that shall be included in the record of the complaint.
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 . Complaints alleging a violation of law by the Superintendent may be submitted directly to the Board or Board's designee.
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.
General Provisions Filing	Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax , or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are post-marked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three business days after the deadline.
Scheduling Conferences Hearings	The District shall make reasonable attempts to schedule conferences hearings at a mutually agreeable time. If the employee fails to appear at a scheduled conference hearing , the District may hold the conference hearing and issue a decision in the employee's absence.
Response At Levels One and Two, "response" Decision	A "decision" shall mean a written communication to the employee from the appropriate administrator. Responses that provides an explanation of the basis of the decision, an indication of each document that supports the decision, and any relief or redress to be

provided. A decision shall be issued on the merits of the concern raised in the complaint notwithstanding any procedural errors or the type of relief or redress requested.

The decision shall also include information regarding the filing of an appeal in accordance with this policy. After a hearing at Level Three, the decision shall include information on submitting an appeal to the commissioner.

A decision 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~~ decisions 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

"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~~ the employee 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 business 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. Employees shall not file~~ To promote efficiency in addressing complaints, the appropriate administrator shall determine if separate or serial complaints arising from ~~any~~ an 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 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~~related events shall be consolidated.

Costs Incurred	Each party shall pay its own costs incurred in the course of the complaint.
Complaint and Appeal Forms	Complaints and appeals under this policy shall be submitted in writing on a form provided by the District. Copies of any documents that support the complaint should be attached to included with the complaint form. If the employee does not have copies of these documents, they copies may be presented at the Level One conference hearing. After the Level One conference, no new documents may be submitted by the employee unless the employee did not know the documents existed before the Level One conference hearing, the employee may supplement the record with additional documents or include additional claims.
Record	A record of each complaint hearing shall be created and retained in accordance with this policy. The record shall include documents submitted by the employee who filed the complaint, documents determined relevant by District personnel, and the decision.
Remand	A complaint or appeal form that is incomplete in any material aspect may shall be dismissed but may be refiled with all the required information if the refiling is within the designated time for filing. re-filed, if at Level One, and remanded at all other levels in order to develop an adequate record of the complaint. If an adequate record has not been developed, the appropriate administrator may remand the complaint to a lower level. The Board or Board committee may remand a complaint to a lower level if at the Board level of review an adequate record has not been developed.
Assignment of Hearing Officer	When a District employee is the subject of a complaint, the hearing shall be conducted by an administrator who is in a supervisory or higher organizational role. The District employee who is the subject of the complaint shall recuse themselves from reviewing the complaint at any level in the process.
Investigation	The District may conduct an investigation at any level in the complaint process. If the District and the employee mutually agree, all deadlines shall be suspended during an investigation.
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.

Complaint Levels

Level One

~~Complaint forms must be filed:~~

~~8. Within 15 days of the date the employee first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and~~

~~9. With the lowest level administrator who has the authority to remedy the alleged problem.~~

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

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

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

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

~~Absent extenuating circumstances, the administrator shall provide the employee a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator~~
At Level One, the appropriate hearing officer shall hold a hearing with the employee within 10 calendar days after receipt of the written complaint. The hearing officer may set reasonable time limits for the hearing.

The hearing officer shall provide the employee a decision within 20 calendar days following the hearing. In reaching a decision, the hearing officer may consider information provided with the complaint form and any other relevant documents or information the hearing officer 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~~decision has expired, the employee may request a ~~conference with the Superintendent or designee~~hearing at Level Two to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ~~ten~~20 calendar days of the date of the ~~written~~ Level One ~~response~~decision or, if no ~~response was received,~~ within ~~ten~~decision has been communicated to the employee, within 20 calendar days of the Level One ~~response~~decision deadline.

After receiving notice of the appeal, the Level One ~~administrator-~~hearing officer shall prepare and forward a record of the Level One complaint to the Level Two ~~administrator.~~ ~~The employee may re-~~quest ~~hearing officer and provide~~ a copy of the Level One record to the employee.

The Level One record shall include:

1. The original complaint form and any attachments.
2. ~~All~~Any other documents submitted by the employee at Level One.
3. ~~The~~if the complaint is against a District employee, the written response of the District employee, if any.
- ~~3.4.~~ 4. The decision issued at Level One and any attachments.
- ~~4.5.~~ 5. All other documents relied upon by the Level One ~~administra-~~tor ~~hearing officer~~ in reaching the Level One decision.

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

The ~~Superintendent or designee~~hearing officer shall provide the employee a ~~written response~~decision within ~~ten~~20 calendar days following the ~~conference.~~ ~~The written response shall set forth the basis of the decision~~hearing. In reaching a decision, the ~~Superintendent or designee~~hearing officer may consider the Level One record, any additional information provided ~~at~~prior to the Level Two ~~conference~~hearing, and any other relevant documents or informa-

- tion the ~~Superintendent or designee~~ hearing officer believes will help resolve the complaint.
- Recordings of the Level One and Level Two ~~conferences~~ hearings, 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~~ decision has expired, the employee may appeal the decision to the Board.
- The appeal notice must be filed in writing, on a form provided by the District, within ~~ten~~ 20 calendar days of the date of the ~~written~~ Level Two ~~response~~ decision or, if no ~~response was received,~~ ~~within ten~~ decision has been communicated to the employee, within 20 calendar days of the Level Two ~~response~~ decision deadline.
- ~~The Superintendent or designee shall inform the employee of the date, time, and place of the Board~~ Unless the Board delegates a committee in accordance with law, the Board shall hear the appeal of the Level Two decision.
- After receiving notice of the appeal, the Board or Board committee shall hold a meeting to discuss the complaint no later than 60 calendar days after the date on which the Level Two decision was made.
- The Superintendent shall inform the employee whether the Board or a Board committee will hear the appeal and of the date, time, and place of the meeting at which the complaint will be on the agenda for presentation to the Board or Board committee.
- ~~The Superintendent or designee~~ At least five business days before the Board or Board committee meeting, the Superintendent shall provide the employee a description of any information the Board intends to rely on that is not contained in the record created at the previous hearing levels, including any preliminary hearing.
- The Superintendent 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~~ Any other documents submitted by the employee at Level Two.
 - 3.4. The decision issued at Level Two and any attachments.

4.5. All other documents relied upon by the administration in reaching the Level Two decision.

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

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

The employee may request that the complaint be heard in open or closed meeting. The District shall honor that request unless the Texas Open Meetings Act or other applicable law requires otherwise. [See BE]

At the meeting, 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. members.~~

In addition to any other record of the ~~Board~~ meeting required by law, the Board or Board committee 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~~ members with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board or Board committee shall then consider the complaint. It ~~may give notice of its~~ shall make a 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~~ no later than 30 calendar days after the date of the Board or Board committee meeting at which the complaint was presented. The employee shall be provided a decision in accordance with this policy and state law.

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

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.

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

Prohibited Diversity, Equity, and Inclusion Duties An employee shall be subject to disciplinary action, including termination of employment, if the employee, intentionally or knowingly:

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

[See BT(LEGAL)]

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

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

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

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

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

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

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

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

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

**Tobacco and
Nicotine Products
and E-Cigarettes**

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

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

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

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

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

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

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

Exceptions

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

1. Manufactures, possesses, or dispenses a substance listed above as part of the employee's job responsibilities;
2. Uses or possesses a controlled substance or drug authorized by a licensed physician prescribed for the employee's personal use; or

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.

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

**Instructional Plan
and Course Syllabus**

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

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

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.

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

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

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

Objectives

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

Selection

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

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

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

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

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

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

Parent Request for Instructional Material Review

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

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

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

Reconsideration of Instructional Materials

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

Guiding Principles

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

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

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

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

*Informal
Reconsideration*

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

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

*Formal Request for
Reconsideration*

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

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

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

*Frequency of
Review*

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

Appeal

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

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

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

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

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

Requests

For Following Year

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

For Current Year

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

Response

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

Notice

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

Installation and Operation

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

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

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

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

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

Retention of Recordings

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

Confidentiality of Recordings

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

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

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

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

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

Reporting an Incident

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

Complaints

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

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 for all students after the ~~third week and the sixth~~third week and the sixth week of each grading period. 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

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Parent Portal

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

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

Release from School

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

Exception for
Released Time
Course

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

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

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

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

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

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

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

Medication Provided by Parent

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

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

Medication Provided by District

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

Epinephrine

The District authorizes school personnel who have agreed in writing and been adequately trained to administer an unassigned epinephrine **delivery system, such as an auto-injector or nasal spray**, in accordance with law and this policy. Administration of epinephrine shall only be permitted when an authorized and trained individual reasonably believes a person is experiencing anaphylaxis.

On Campus

Authorized and trained individuals may administer an unassigned epinephrine **auto-injector delivery system** at any time to a person experiencing anaphylaxis on a school campus.

The District shall ensure that at each campus a sufficient number of authorized individuals are trained to administer epinephrine so that at least one trained individual is present on campus during all hours the campus is open. In accordance with state rules, the campus shall be considered open for this purpose during regular on-campus school hours and whenever school personnel are physically on site for school-sponsored activities.

Maintenance, Availability, and Training

The Superintendent shall develop administrative regulations designating a coordinator to manage policy implementation and addressing annual training of authorized individuals in accordance with law; procedures for **auto-injector delivery system** use; and acquisition or purchase, maintenance, expiration, disposal, and availability of unassigned epinephrine **auto-injectors** at each campus.

<i>Notice to Parents</i>	In accordance with law, the District shall provide notice of the policy to parents regarding the epinephrine program, including notice of any change to or discontinuation of this program.
Opioid Antagonist	This provision shall be applicable to every campus.
<i>On Campus</i>	The District authorizes school personnel who have been adequately trained to administer an opioid antagonist in accordance with law and this policy. Administration of an opioid antagonist shall only be permitted when an authorized and trained individual reasonably believes a person is experiencing an opioid-related overdose. Each applicable campus shall have at least one individual who is authorized and trained to administer an opioid antagonist present during regular school hours.
<i>Maintenance, Availability, Training, and Reporting</i>	Each applicable campus shall have at least two unused, unexpired opioid antagonist doses available. All opioid antagonists shall be stored in a secure location and shall be easily accessible by individuals who are authorized and trained to administer an opioid antagonist. The Superintendent shall develop administrative regulations addressing acquisition, maintenance, expiration, and disposal of opioid antagonists in the District, as well as reporting, employee training, and emergency notification requirements.
Psychotropics	Except as permitted by law, an employee shall not: <ol style="list-style-type: none">1. Recommend to a student or a parent that the student use a psychotropic drug;2. Suggest a particular diagnosis; or3. 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.

Guidance to School
Community

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

Reports

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

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

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

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

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

Notice of Suspected Criminal Offense

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

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

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

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

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

Training

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

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

**Reporting Child
Abuse and Neglect**

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

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

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

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

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

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

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

Oral Reports

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

Restrictions on Reporting

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

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

Making a Report

Reports may be made to any of the following:

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

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

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

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

Confidentiality

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

Immunity

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

**Failing to Report
Suspected Child
Abuse or Neglect**

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

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

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

**Responsibilities
Regarding
Investigations**

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

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

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

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

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 **has been followed**:

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

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STUDENT AND PARENT COMPLAINTS/GRIEVANCES

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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)]

Notice to Students and Parents

The District shall inform students and parents of this policy through appropriate District publications [and on the District's website](#).

Guiding Principles
Informal Process

The Board encourages students and parents to discuss their concerns with the appropriate teacher, principal, or other [appropriate campus or District](#) 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 Filing Deadlines

If a student or parent has engaged in the informal process in an attempt to resolve the complaint with the District and has not reached a resolution during the process, the student or parent shall have the later of:

After Informal Process

- Ninety calendar days to file a complaint from 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
- Thirty calendar days to file a complaint from the date on which the District provided information to the student or parent regarding how to file a grievance.

[See Formal Process, below]

No Prior Informal Process

If the student or parent has not engaged in the informal process, the student or parent shall have no more than 60 calendar days from 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 to file a complaint using the appropriate forms.

Deadline Extensions

All deadlines shall be strictly followed unless otherwise required by law or modified 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.

The complaint form shall be filed with the lowest level administrator who has the authority to remedy the alleged problem. In most circumstances, students and parents shall file Level One complaints with the campus principal for any complaint on a matter related to a campus. For a complaint that arises on a matter that is unrelated to a campus, the complaint shall be filed with the appropriate District-level administrator.

If the subject matter of the complaint requires a Board decision, is a complaint about a Board member, or is a complaint about the Superintendent, the complaint shall be initiated at the Board level. A preliminary hearing to develop a record or recommendation for the Board may be conducted by an appropriate administrator.

A Board member shall be permitted to file a complaint under this policy, but, if the complaint is considered by the Board or Board committee, the Board member shall be prohibited from voting on the Board’s or Board committee’s decision.

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.

Option to Continue Informal Process

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

Notice of Complaint	A District employee against whom a complaint has been filed shall be provided notice of the complaint in accordance with administrative regulations. The employee shall have sufficient opportunity to submit a written response to the complaint that shall be included in the record of the complaint.
Freedom from Retaliation	Neither the Board nor any District employee shall unlawfully retaliate against any student or parent for bringing a concern or complaint.
General Provisions Filing	Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are postmarked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three business days after the deadline.
Scheduling Conferences Hearings	The District shall make reasonable attempts to schedule conferences hearings at a mutually agreeable time. If a student or parent complainant fails to appear at a scheduled conference hearing, the District may hold the conference hearing and issue a decision in the student's or parent's complainant's absence.
Response At Levels One and Two, "response" Decision	<p>A "decision" shall mean a written communication to the student or parentcomplainant 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 that provides an explanation of the basis of the decision, an indication of each document that supports the decision, and any relief or redress to be provided. A decision shall be issued on the merits of the concern raised in the complaint notwithstanding any procedural errors or the type of relief or redress requested.</p> <p>The decision shall also include information regarding the filing of an appeal in accordance with this policy. After a hearing at Level Three, the decision shall include information on submitting an appeal to the commissioner.</p> <p>A decision may be hand-delivered, sent by electronic communication to the complainant's email address of record, or sent by U.S. Mail to the complainant's mailing address of record. Mailed decisions shall be timely if they are postmarked by U.S. Mail on or before the deadline.</p>

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

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(LOCAL)

Days	<p>“Days” shall mean District business days, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is “day zero.” The following business day is “day one.”</p>
Representative	<p>“Representative” shall mean any person who or organization that is designated by the student or parentcomplainant to represent the student or parentcomplainant in the complaint process. A student may be represented by an adult at any level of the complaint.</p> <p>The student or parentcomplainant may designate a representative through written notice to the District at any level of this process. If the student or parentThe representative may participate in person or by telephone conference call. If the complainant designates a representative with fewer than three business days’ notice to the District before a scheduled conference orhearing, the District may reschedule the conference orhearing to a later date, if desired, in order to include the District’s counsel. The District may be represented by counsel at any level of the process.</p>
Consolidating Complaints	<p>Complaints arising out of an event or a series of related events shall be addressed in one complaint. A student or parent shall not fileTo promote efficiency in addressing complaints, the appropriate administrator shall determine if separate or serial complaints arising from anyan event or series of events that have been or could have been addressed in a previous complaint.</p>
Untimely Filings	<p>All time limits shall be strictly followed unless modified by mutual written consent.</p> <p>If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the student or parent, at any point during the complaint process. The student or parent may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timelinessrelated events shall be consolidated.</p>
Costs Incurred	<p>Each party shall pay its own costs incurred in the course of the complaint.</p>
Complaint and Appeal Forms	<p>Complaints and appeals under this policy shall be submitted in writingon a form provided by the District.</p> <p>Copies of any documents that support the complaint should be attached toincluded with the complaint form. If the student or parentcomplainant does not have copies of these documents, copies may be presented at the Level One conferencehearing. 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 docu-</p>

	<p>ments existed before the Level One conferencehearing, the complainant may supplement the record with additional documents or include additional claims.</p>
Record	<p>A record of each complaint hearing shall be created and retained in accordance with this policy. The record shall include documents submitted by the complainant, documents determined relevant by District personnel, and the decision.</p>
Remand	<p>A complaint or appeal form that is incomplete in any material aspect mayshall be dismissed but may be refiled with all the required information if the refiling is within the designated time for filing.re-filed, if at Level One, and remanded at all other levels in order to develop an adequate record of the complaint.</p> <p>If an adequate record has not been developed, the appropriate administrator may remand the complaint to a lower level. The Board or Board committee may remand a complaint to a lower level if at the Board level of review an adequate record has not been developed.</p>
Assignment of Hearing Officer	<p>When a District employee is the subject of a complaint, the hearing shall be conducted by an administrator who is in a supervisory or higher organizational role. The District employee who is the subject of the complaint shall recuse themselves from reviewing the complaint at any level in the process.</p>
Level One	<p>Complaint forms must be filed:</p> <ol style="list-style-type: none">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; and2. With the lowest level administrator who has the authority to remedy the alleged problem. <p>In most circumstances, students and parents shall file Level One complaints with the campus principal.</p> <p>If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.</p> <p>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.</p> <p>The appropriate administrator shall investigate as necessary and schedule a conference with the student or parent within ten days</p>

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

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

The District may conduct an investigation at any level in the complaint process. If the District and the complainant mutually agree, all deadlines shall be suspended during an investigation.

At Level One, the appropriate hearing officer shall hold a hearing with the complainant within 10 calendar days after receipt of the written complaint. The hearing officer may set reasonable time limits for the hearing.

The hearing officer shall provide the complainant a decision within 20 calendar days following the hearing. In reaching a decision, the hearing officer may consider information provided with the complaint form and any other relevant documents or information the hearing officer believes will help resolve the complaint.

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

The appeal notice must be filed in writing, on a form provided by the District, within ~~ten~~ 20 calendar days of the date of the ~~written~~ Level One ~~response~~ decision or, if no ~~response was received,~~ ~~within ten~~ decision has been communicated to the complainant, within 20 calendar days of the Level One ~~response~~ decision deadline.

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

The Level One record shall include:

1. The original complaint form and any attachments.
2. ~~All~~ Any other documents submitted by the ~~student or parent~~ complainant at Level One.
3. ~~The~~ If the complaint is against a District employee, the written response of the District employee, if any.
- ~~3.4.~~ 4. The decision issued at Level One and any attachments.
- ~~4.5.~~ 5. All other documents relied upon by the Level One ~~administra-~~ tor hearing officer in reaching the Level One decision.

The ~~Superintendent or designee shall schedule a conference within ten~~ hearing officer shall hold a hearing within 10 calendar 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 may set reasonable time limits for the conference~~ hearing officer may set reasonable time limits for the hearing.

The ~~Superintendent or designee~~ hearing officer shall provide the ~~student or parent a written response within ten~~ complainant a decision within 20 calendar days following the ~~conference. The written response shall set forth the basis of the decision~~ hearing. In reaching a decision, the ~~Superintendent or designee~~ hearing officer may consider the Level One record, any additional information provided at prior to the Level Two ~~conference~~ hearing, and any other relevant documents or information the ~~Superintendent or designee~~ hearing officer believes will help resolve the complaint.

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

Level Three

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

The appeal notice must be filed in writing, on a form provided by the District, within ~~ten~~ 20 calendar days of the date of the ~~written~~ Level Two ~~response~~ decision or, if no ~~response was received,~~ ~~within ten~~ decision has been communicated to the complainant, within 20 calendar days of the Level Two ~~response~~ decision deadline.

~~The Superintendent or designee shall inform the student or parent of the date, time, and place of the Board~~ Unless the Board delegates a committee in accordance with law, the Board shall hear the appeal of the Level Two decision.

After receiving notice of the appeal, the Board or Board committee shall hold a meeting to discuss the complaint no later than 60 calendar days after the date on which the Level Two decision was made.

The Superintendent shall inform the complainant whether the Board or a Board committee will hear the appeal and of the date,

time, and place of the meeting at which the complaint will be on the agenda for presentation to the Board or Board committee.

~~The Superintendent or designee shall provide the Board the record of the Level Two appeal. The student or parent~~At least five business days before the Board or Board committee meeting, the Superintendent shall provide the complainant a description of any information the Board intends to rely on that is not contained in the record created at the previous hearing levels, including any preliminary hearing.

The Superintendent shall provide the Board the record of the Level Two appeal. The complainant 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~~Any other documents submitted by the complainant at Level Two.
- ~~3.4.~~ 4. The decision issued at Level Two and any attachments.
- ~~4.5.~~ 5. All other documents relied upon by the administration in reaching the Level Two decision.

~~The appeal shall be limited to the issues and documents considered at Level Two, except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the student or 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~~complainant may request that the complaint be heard in open or closed meeting. The District shall honor that request unless the Texas Open Meetings Act or other applicable law requires otherwise. [See BE]

At the meeting, the presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the ~~student or parent~~complainant 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 re-

~~quest that the administration provide an explanation for the decisions at the preceding levels.~~ members.

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

The Board ~~or Board committee~~ shall then consider the complaint. It ~~may give notice of its~~ shall make a 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~~ no later than 30 calendar days after the date of the Board or Board committee meeting at which the complaint was presented. The complainant shall be provided a decision in accordance with this policy and state law.

Student Code of Conduct

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

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

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

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

Revisions

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

Extracurricular Standards of Behavior

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

A student shall be informed of any extracurricular behavior standards at the beginning of each school year or when the student first begins participation in the activity. A student and his or her parent shall sign and return to the sponsor or coach a statement that they have read the extracurricular behavior standards and consent to them as a condition of participation in the activity.

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

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

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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)]

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 ~~filed-~~ **submitted** in accordance with the EF series.
2. Complaints concerning a commissioned peace officer who is an employee of the District shall be ~~filed~~ **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.

Filing Deadlines

If a member of the public has engaged in the informal process in an attempt to resolve the complaint with the District and has not reached a resolution during the process, the individual must file a complaint within 15 business 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.

Deadline Extensions

All deadlines shall be strictly followed unless otherwise required by law or modified by mutual written consent.

Formal Process

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

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

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

~~level.~~ 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.

The complaint form shall be filed with the lowest level administrator who has the authority to remedy the alleged problem. In most circumstances, the individual shall file a Level One complaint with the campus principal for any complaint on a matter related to a campus. For a complaint that arises on a matter that is unrelated to a campus, the complaint shall be filed with the appropriate District-level administrator.

If the subject matter of the complaint requires a Board decision, is a complaint about a Board member, or is a complaint about the Superintendent, the complaint shall be initiated at the Board level. A preliminary hearing to develop a record or recommendation for the Board may be conducted by an appropriate administrator.

A Board member shall be permitted to file a complaint under this policy, but, if the complaint is considered by the Board or Board committee, the Board member shall be prohibited from voting on the Board’s or Board committee’s decision.

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.

Option to Continue Informal Process

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

Notice of Complaint

A District employee against whom a complaint has been filed shall be provided notice of the complaint in accordance with administrative regulations. The employee shall have sufficient opportunity to submit a written response to the complaint that shall be included in the record of the complaint.

Freedom from Retaliation

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

General Provisions

Filing

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

communication. Mail filings shall be timely filed if they are post-marked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three **business** days after the deadline.

Scheduling
~~Conferences~~Hearin
gs

The District shall make reasonable attempts to schedule ~~confer-
ences~~hearings at a mutually agreeable time. If the ~~individual~~com-
plainant fails to appear at a scheduled ~~conference~~hearing, the Dis-
trict may hold the ~~conference~~hearing and issue a decision in the
~~individual's~~complainant's absence.

Response
At Levels One and
Two,
"response"Decision

A "decision" shall mean a written communication to the ~~individual-
complainant~~ from the appropriate administrator. ~~Responses may
be hand-delivered, sent by electronic communication to the individ-
ual's email address of record, or sent by U.S. Mail to the individ-
ual's mailing address of record. Mailed responses that provides an~~
explanation of the basis of the decision, an indication of each docu-
ment that supports the decision, and any relief or redress to be
provided. A decision shall be issued on the merits of the concern
raised in the complaint notwithstanding any procedural errors or
the type of relief or redress requested.

The decision shall also include information regarding the filing of
an appeal in accordance with this policy. After a hearing at Level
Three, the decision shall include information on submitting an ap-
peal to the commissioner.

A decision may be hand-delivered, sent by electronic communica-
tion to the complainant's email address of record, or sent by U.S.
Mail to the complainant's mailing address of record. Mailed deci-
sions shall be timely if they are postmarked by U.S. Mail on or be-
fore the deadline.

Days

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

Representative

"Representative" shall mean any person who or organization that is
designated by ~~an individual~~a complainant to represent the ~~individu-
al~~complainant in the complaint process.

The ~~individual~~complainant may designate a representative through
written notice to the District at any level of this process. ~~If the indi-
vidual~~The representative may participate in person or by telephone
conference call. If the complainant designates a representative
with fewer than three **business** 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	<p>Complaints arising out of an event or a series of related events shall be addressed in one complaint. An individual shall not fileTo promote efficiency in addressing complaints, the appropriate administrator shall determine if separate or serial complaints arising from anyan event or series of events that have been or could have been addressed in a previous complaint.</p>
Untimely Filings	<p>All time limits shall be strictly followed unless modified by mutual written consent.</p> <p>If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the individual, at any point during the complaint process. The individual may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timelinessrelated events shall be consolidated.</p>
Costs Incurred	<p>Each party shall pay its own costs incurred in the course of the complaint.</p>
Complaint and Appeal Forms	<p>Complaints and appeals under this policy shall be submitted in writing on a form provided by the District.</p> <p>Copies of any documents that support the complaint should be attached toincluded with the complaint form. If the individualcomplainant does not have copies of these documents, theycopies may be presented at the Level One conferencehearing. 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 conferencehearing, the complainant may supplement the record with additional documents or include additional claims.</p>
Record	<p>A record of each complaint hearing shall be created and retained in accordance with this policy. The record shall include documents submitted by the complainant, documents determined relevant by District personnel, and the decision.</p>
Remand	<p>A complaint or appeal form that is incomplete in any material aspect mayshall be dismissed but may be refiled with all the required information if the re-filing is within the designated time for filingre-filed, if at Level One, and remanded at all other levels in order to develop an adequate record of the complaint.</p> <p>If an adequate record has not been developed, the appropriate administrator may remand the complaint to a lower level. The Board or Board committee may remand a complaint to a lower level if at the Board level of review an adequate record has not been developed.</p>

Assignment of Hearing Officer

When a District employee is the subject of a complaint, the hearing shall be conducted by an administrator who is in a supervisory or higher organizational role. The District employee who is the subject of the complaint shall recuse themselves from reviewing the complaint at any level in the process.

Level One

Complaint forms must be filed:

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

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

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

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

~~Absent extenuating circumstances, the administrator shall provide the individual a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may collect information provided at the Level One conference and any other relevant documents or information the administrator~~ **Investigation**

The District may conduct an investigation at any level in the complaint process. If the District and the complainant mutually agree, all deadlines shall be suspended during an investigation.

At Level One, the appropriate hearing officer shall hold a hearing with the complainant within 10 calendar days after receipt of the written complaint. The hearing officer may set reasonable time limits for the hearing.

The hearing officer shall provide the complainant a decision within 20 calendar days following the hearing. In reaching a decision, the hearing officer may consider information provided with the complaint form and any other relevant documents or information the hearing officer believes will help resolve the complaint.

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

The appeal notice must be filed in writing, on a form provided by the District, within ~~ten~~ 20 calendar days of the date of the ~~written~~ Level One ~~response~~ decision or, if no ~~response was received,~~ ~~within ten~~ decision has been communicated to the complainant, within 20 calendar days of the Level One ~~response~~ decision deadline.

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

The Level One record shall include:

1. The original complaint form and any attachments.
2. ~~All~~ Any other documents submitted by the ~~individual~~ complainant at Level One.
3. ~~The~~ If the complaint is against a District employee, the written response of the District employee, if any.
- 3.4. The decision issued at Level One and any attachments.
- 4.5. All other documents relied upon by the Level One ~~administrator~~ hearing officer in reaching the Level One decision.

The ~~Superintendent or designee shall schedule a conference within ten~~ hearing officer shall hold a hearing within 10 calendar days after the appeal notice is filed. The ~~conference shall be lim-~~

~~ited 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.~~ hearing officer may set reasonable time limits for the hearing.

The ~~Superintendent or designee~~ hearing officer shall provide the ~~individual a written response within ten~~ complainant a decision within 20 calendar days following the ~~conference.~~ The written response shall set forth the basis of the ~~decision.~~ hearing. In reaching a decision, the ~~Superintendent or designee~~ hearing officer may consider the Level One record, any additional information provided ~~at~~ prior to the Level Two ~~conference~~ hearing, and any other relevant documents or information the ~~Superintendent or designee~~ hearing officer believes will help resolve the complaint.

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

Level Three

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

The appeal notice must be filed in writing, on a form provided by the District, within ~~ten~~ 20 calendar days of the date of the ~~written~~ Level Two ~~response~~ decision or, if no ~~response was received,~~ within ~~ten~~ decision has been communicated to the complainant, within 20 calendar days of the Level Two ~~response~~ decision deadline.

~~The Superintendent or designee shall inform the individual of the date, time, and place of the Board.~~ Unless the Board delegates a committee in accordance with law, the Board shall hear the appeal of the Level Two decision.

After receiving notice of the appeal, the Board or Board committee shall hold a meeting to discuss the complaint no later than 60 calendar days after the date on which the Level Two decision was made.

The Superintendent shall inform the complainant whether the Board or a Board committee will hear the appeal and of the date, time, and place of the meeting at which the complaint will be on the agenda for presentation to the Board or Board committee.

~~The Superintendent or designee shall provide the Board the record of the Level Two appeal. The individual~~ At least five business days before the Board or Board committee meeting, the Superintendent

shall provide the complainant a description of any information the Board intends to rely on that is not contained in the record created at the previous hearing levels, including any preliminary hearing.

The Superintendent shall provide the Board the record of the Level Two appeal. The complainant 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~~ Any other documents submitted by the complainant at Level Two.
- ~~3-4.~~ 4. The decision issued at Level Two and any attachments.
- ~~4-5.~~ 5. All other documents relied upon by the administration in reaching the Level Two decision.

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

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

The complainant may request that the complaint be heard in open or closed meeting. The District shall honor that request unless the Texas Open Meetings Act or other applicable law requires otherwise. [See BE]

At the meeting, the presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the individual complainant 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.~~ members.

In addition to any other record of the Board meeting required by law, the Board or Board committee shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the individual complainant or his or her the complainant's representative, any presentation from the administration, and questions from the Board members with re-

sponses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board or Board committee shall then consider the complaint. It ~~may give notice of its~~ shall make a 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~~ no later than 30 calendar days after the date of the Board or Board committee meeting at which the complaint was presented. The complainant shall be provided a decision in accordance with this policy and state law.

Access to District Property

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

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

Ejection or Exclusion under Education Code 37.105

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

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

Off-Campus Activities

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

Prohibitions

Tobacco and E-Cigarettes

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

Weapons

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

Exceptions

No violation of this policy occurs when:

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