

# Public Notice of Regular Meeting

## The Board of Trustees Calhoun County ISD

A Regular Meeting of the Board of Trustees of Calhoun County ISD will be held Monday, September 14, 2020, beginning at 5:30 PM in the CCISD Boardroom, 525 N. Commerce Street, Port Lavaca, TX 77979.

1. Call to Order
2. Roll Call, Establish Quorum
3. Invocation
4. Pledge of Allegiance to the American and Texas Flags
5. Audience With Individuals Making a Report or Request
6. Consent Agenda
  - A. Minutes of August 31, 2020 Board Meeting
  - B. July 2020 Financial Statements 3
  - C. TEA Expedited Waivers for 2020-2021 through 2022-2023 5
  - D. Sanction 4-H Organization as an Extracurricular Activity and Approve Adjunct Faculty Agreement 7
  - E. Discuss and Take any Action to Accept Agreement of Ownership with Formosa Plastics Corporation, Texas for Donation of Homes to Calhoun County ISD 10
7. Regular Agenda
  - A. Consider Approval of 2020-2021 Budget Amendment Creating Step 28 on the CCISD Salary Schedule 15
  - B. Consider Selecting CCISD Delegate to the TASA/TASB Convention 16
  - C. Policy Update 115-Affecting (LOCAL) Policies 18
    - BF(LOCAL): BOARD POLICIES
    - DIA(LOCAL): EMPLOYEE WELFARE- FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION
    - DMD(LOCAL): PROFESSIONAL DEVELOPMENT - PROFESSIONAL MEETINGS AND VISITATIONS
    - EI(LOCAL): ACADEMIC ACHIEVEMENT
    - FB(LOCAL): EQUAL EDUCATIONAL OPPORTUNITY
    - FD(LOCAL): ADMISSIONS
    - FEB(LOCAL): ATTENDANCE -ATTENDANCE ACCOUNTING
    - FFG(LOCAL): STUDENT WELFARE -CHILD ABUSE AND NEGLECT
    - FFH(LOCAL): STUDENT WELFARE -FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION
    - FMF(LOCAL): STUDENT ACTIVITIES - CONTESTS AND COMPETITION
    - FNG(LOCAL): STUDENT RIGHTS AND RESPONSIBILITIES - STUDENT AND PARENT COMPLAINTS/GRIEVANCES
    - GF(LOCAL): PUBLIC COMPLAINTS
8. INFORMATION ITEMS

- A. CCISD Bilingual Summer 2020 Summer School Report 64
- B. Quarterly Investment Report for the Quarter Ended February 28, 2020 65
- 9. Closed Meeting
  - A. 551.074 - Deliberate the appointment, employment, evaluation, reassignment, dismissal, or duties of a public officer or employee.
    - 1. Consider Employment and Resignations of CCISD Personnel Including Instructional Personnel
    - 2. Conduct Superintendent's Summative Evaluation Conference
    - 3. Consider Superintendent's Contract Extension
- 10. Reconvene From Closed Meeting
- 11. Adjournment

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

The notice for this meeting was posted in compliance with the Texas Open Meeting Act on: September \_\_\_\_\_, 2020 @ \_\_\_\_p.m.

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For the Board of Trustees

**Board Report**  
**Recap Comparison of Revenue to Budget**  
**CALHOUN COUNTY ISD**  
 As of July

	Estimated Revenue (Budget)	Revenue Realized Current	Revenue Realized To Date	Revenue Balance	Percent Realized
198 / 0 E-RATE CLASS CONN GRANT	.00	.00	-91,515.00	-91,515.00	.00%
199 / 0 GENERAL FUND	43,873,040.00	-549,474.75	-42,047,632.50	1,825,407.50	95.84%
206 / 0 TX EDU FOR HOMELESS CHILD	21,415.00	-2,308.97	-14,440.23	6,974.77	67.43%
211 / 0 TITLE I	1,013,710.00	-78,718.53	-874,427.91	139,282.09	86.26%
224 / 0 IDEA B - FORMULA	294,684.00	-75,085.35	-864,161.50	-569,477.50	293.25%
225 / 0 IDEA B - PRESCHOOL	1,419.00	-1,422.11	-19,925.00	-18,506.00	1404.16%
240 / 0 CAFETERIA GENERAL FUND	2,515,741.00	-70,760.91	-2,332,302.34	183,438.66	92.71%
244 / 0 CAREER AND TECHNOLOGY	54,690.00	.00	-45,732.34	8,957.66	83.62%
255 / 0 TITLE II - A	160,404.00	-7,943.31	-111,939.22	48,464.78	69.79%
263 / 0 TITLE III - LEP	85,533.00	-779.36	-16,420.76	69,112.24	19.20%
266 / 0 ESSER GRANT	.00	.00	.00	.00	.00%
270 / 0 TITLE VI - B	94,843.00	.00	-79,858.53	14,984.47	84.20%
276 / 0 INSTRUCTIONAL CONTINUITY GRANT	10,500.00	.00	.00	10,500.00	.00%
289 / 0 SUMMER SCHOOL LEP	124,787.10	-7,091.36	-89,602.16	35,184.94	71.80%
385 / 0 OM & VI	5,100.00	.00	.00	5,100.00	.00%
392 / 0 NON-ED COMMUNITY SUPORT	2,025.00	.00	.00	2,025.00	.00%
410 / 0 INSTRUCTIONAL MATERIALS FUND	892,975.00	-175,527.29	-524,737.44	368,237.56	58.76%
429 / 0 MATHEMATICS ACHIEVEMENT ACD ST	114,232.00	-40,000.00	-49,000.00	65,232.00	42.90%
461 / 0 ACTIVITY FUND	499,125.00	-702.09	-188,249.29	310,875.71	37.72%
498 / 0 HURRICANE HARVEY	.00	.00	-611,363.74	-611,363.74	.00%
499 / 0 LOCAL GRANTS/ORG & CORP	149,424.61	-19,915.40	-95,159.45	54,265.16	63.68%
595 / 0 INTEREST & SINKING FUND	8,758,897.00	-45,118.39	-9,096,899.04	-338,002.04	103.86%
695 / 0 CONSTRUCTION FUND	.00	-429.33	-10,514.43	-10,514.43	.00%
799 / 0 STOCK ACCOUNT	.00	-10,028.33	-35,448.54	-35,448.54	.00%
849 / 0 REBECCA RUBERT SCHOLARSHP	.00	.00	-34.48	-34.48	.00%
<b>Total 5000 Revenues</b>	<b>58,672,544.71</b>	<b>-1,085,305.48</b>	<b>-57,199,363.90</b>	<b>1,473,180.81</b>	<b>97.49%</b>
<b>Total 7000 Revenues</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00%</b>
<b>Total Revenues</b>	<b>58,672,544.71</b>	<b>-1,085,305.48</b>	<b>-57,199,363.90</b>	<b>1,473,180.81</b>	<b>97.49%</b>

**Board Report**  
**Recap Comparison of Expenditures and Encumbrances to Budget**  
**CALHOUN COUNTY ISD**  
**As of July**

	<u>Budget</u>	<u>Encumbrance YTD</u>	<u>Expenditure YTD</u>	<u>Current Expenditure</u>	<u>Balance</u>	<u>Percent Expended</u>
198 / 0 E-RATE CLASS CONN GRANT	.00	.00	.00	.00	.00	.00%
199 / 0 GENERAL FUND	-43,892,168.00	1,561,294.88	31,777,784.40	3,114,590.74	-10,553,088.72	72.40%
206 / 0 TX EDU FOR HOMELESS CHILD	-21,415.00	4,408.26	14,039.05	2,398.61	-2,967.69	65.56%
211 / 0 TITLE I	-1,013,710.00	.00	873,796.71	73,124.63	-139,913.29	86.20%
224 / 0 IDEA B - FORMULA	-1,098,441.00	58,969.54	865,843.43	71,881.13	-173,628.03	78.82%
225 / 0 IDEA B - PRESCHOOL	-19,925.00	.00	20,177.57	1,655.12	252.57	101.27%
240 / 0 CAFETERIA GENERAL FUND	-2,690,741.00	457,586.32	1,937,993.25	88,324.49	-295,161.43	72.02%
244 / 0 CAREER AND TECHNOLOGY	-54,690.00	.00	48,166.81	2,434.47	-6,523.19	88.07%
255 / 0 TITLE II - A	-160,404.00	29,335.00	102,021.70	10,948.76	-29,047.30	63.60%
263 / 0 TITLE III - LEP	-85,533.00	.00	16,420.76	769.61	-69,112.24	19.20%
266 / 0 ESSER GRANT	.00	.00	.00	.00	.00	.00%
270 / 0 TITLE VI - B	-94,843.00	.00	64,798.92	.00	-30,044.08	68.32%
276 / 0 INSTRUCTIONAL CONTINUITY GRANT	-10,500.00	.00	.00	.00	-10,500.00	-.00%
289 / 0 SUMMER SCHOOL LEP	-124,787.10	1,000.00	75,222.40	7,028.81	-48,564.70	60.28%
385 / 0 OM & VI	-5,100.00	295.50	3,656.82	2,480.50	-1,147.68	71.70%
392 / 0 NON-ED COMMUNITY SUPORT	-2,025.00	.00	.00	.00	-2,025.00	-.00%
410 / 0 INSTRUCTIONAL MATERIALS FUND	-892,975.00	452,447.60	189,141.98	1,575.00	-251,385.42	21.18%
429 / 0 MATHEMATICS ACHIEVEMENT ACD ST	-114,232.00	32,500.00	9,536.34	.00	-72,195.66	8.35%
461 / 0 ACTIVITY FUND	-499,125.00	20,549.38	187,910.24	13,906.75	-290,665.38	37.65%
498 / 0 HURRICANE HARVEY	-13,949.00	201,744.20	1,135,607.29	319,426.20	1,323,402.49	8141.14%
499 / 0 LOCAL GRANTS/ORG & CORP	-149,424.61	2,610.03	97,277.61	1,551.30	-49,536.97	65.10%
595 / 0 INTEREST & SINKING FUND	-8,315,450.00	.00	7,610,509.72	.00	-704,940.28	91.52%
695 / 0 CONSTRUCTION FUND	-1,721,932.00	373,882.44	1,236,482.08	19,619.01	-111,567.48	71.81%
799 / 0 STOCK ACCOUNT	-45,000.00	.00	43,866.44	.00	-1,133.56	97.48%
<b>Total 6000 Expenditures</b>	<b>-61,026,369.71</b>	<b>3,196,623.15</b>	<b>46,310,253.52</b>	<b>3,731,715.13</b>	<b>-11,519,493.04</b>	<b>75.89%</b>
<b>Total 8000 Expenditures</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00%</b>
<b>Total Expenditures</b>	<b>-61,026,369.71</b>	<b>3,196,623.15</b>	<b>46,310,253.52</b>	<b>3,731,715.13</b>	<b>-11,519,493.04</b>	<b>75.89%</b>

End of Report



## **State Waiver Types - Expedited**

This page outlines information on the various expedited waivers available through TEA. Certain waiver requests may be requested and approved for up to three years.

### **Modified Schedule/State Assessment Testing Days**

This waiver allows the district or charter school to modify the schedule of classes for students who are not being tested to report to and attend school after the state assessment testing period has ended, therefore reducing the interruptions during testing period. Students who are not being tested must still meet the maximum 2-through-4 hour requirement for funding (see SAAH 3.6.6 Attendance Accounting during Testing Days).

### **Foreign Exchange Student**

This waiver allows the districts or charter schools to limit the number of foreign exchange students to a number that is 5 or more per high school under Texas Education Code §25.001 (e). A request to limit the number to less than five per high school must be submitted as a general waiver application.

- The approval of this waiver is not retroactive and takes effect on the date that the agency approves the application.
- The districts and charter schools must enroll foreign exchange students who arrive in the district or who have requested enrollment in the district prior to the waiver approval date.

### **Timeline for Accelerated Instruction**

As part of the Student Success Initiative (SSI), districts and charter schools must provide accelerated instruction to students in grades 5 and 8 who do not demonstrate proficiency on the STAAR reading and/or mathematics tests. This accelerated instruction must occur after each administration of the test, including the third administration. Students may advance to or be placed in the next grade level only if (1) they complete all accelerated instruction required by the grade placement committee (GPC), and (2) the GPC determines, by unanimous decision, that the students are likely to perform at grade level at the end of the next school year given additional accelerated instruction during the course of the year.

To assist districts in meeting the accelerated instruction provision after the third administration of the test, the agency is allowing districts to apply for a waiver to adjust the timeline for

providing accelerated instruction to students who fail the third administration. The waiver will be granted if districts meet certain conditions, including identifying and documenting the intensive instruction a student needs, targeting this instruction to the reporting categories on which the student was weak, and ensuring that this instruction is completed during the first six weeks of school. In addition to this intensive accelerated instruction, districts must develop an accelerated instruction plan that will provide the student with ongoing instructional support during the entire school year.

## **Staff Development**

This waiver allows the district and charter schools to train staff on various educational strategies designed to improve student performance in lieu of student instruction during the school year.

Effective with the 2018-2019 school year, the Staff Development Minutes Waiver provides for a maximum of 2,100 total waiver minutes to use for professional development for districts and charter schools that provide operational and instructional minutes.

Each district and open-enrollment charter school may choose how to apply their approved Staff Development Minutes Waiver. For instance, schools may choose to offer early release, late start, all day staff development, or a combination. However, the total waiver minutes for staff development shall not exceed 2,100 minutes per year.

This waiver is for staff development in place of student instruction; therefore, the waiver minutes are only applicable to staff development provided instead of student instruction during the school year. Effective with the 2018-2019 school year, the Staff Development Minutes Waiver may not be used prior to the first day of student instruction or after the last day of student instruction.

On staff development days when students are in attendance part of the day, in order to receive full ADA funding, the district or open-enrollment charter school must provide at least 120 minutes of student instruction. Instructional minutes are defined in the SAAH as the portion of the school day in which instruction takes place along with other exceptions. In addition to the 120 minutes of student instruction, any staff development waiver minutes reported must reflect actual staff development minutes provided.

There will be no change in the waiver application for staff development minutes for the 2019-2020 or 2020-2021 school year. Districts and charter schools should continually seek to provide high-quality staff development that will impact student outcomes.

## ADJUNCT FACULTY REQUEST

### CALHOUN COUNTY EXTENSION SERVICE



August 19, 2020

Mr. Larry Nichols  
 Calhoun County Independent School District  
 525 N Commerce St  
 Port Lavaca, Texas 77979

Dear Mr. Nichols

On behalf of the Calhoun County Extension Staff, I/we hereby respectfully request approval of the attached Adjunct Faculty Agreement with the Calhoun Independent School District.

The State Board of Education passed an amendment to 19 TAC§129.21 (j). Requirements for Student Attendance Accounting for State Funding Purposes allows public school students to be considered "in attendance" when participating in off-campus activities with an adjunct staff member of the school district. Section 3 of the Student Attendance Handbook states:

*(1) The student is participating in an activity that is approved by the local board of school trustees and is under the direction of a member of the professional or paraprofessional staff of the school district, or an adjunct staff member who:*

*(A) has a minimum of a bachelor's degree; and*

*(B) is eligible for participation in the Teacher Retirement System of Texas.*

Calhoun County requests the agents listed on the enclosed Adjunct Faculty Agreement be awarded adjunct staff member status for the period of time indicated on the agreement.

I hope Calhoun Independent School District will accept this request. Please let me know if you would like to schedule an appointment to discuss the amendment and request or if you need further information.

Thank you and members of the Board of Trustees for your consideration of this request.

Sincerely,

Karen Lyssy, County Coordinator  
 Family & Community Health

Attachment: Resolution for Extracurricular Status of 4-H Organization

Calhoun County Extension Office  
 311 Suite 1 Henry Barber Way Port Lavaca, Texas 77979  
<http://texas4-h.tamu.edu> | Tel. 361-552-9747

## ADJUNCT FACULTY REQUEST

SAMPLE TEMPLATE: Adjunct Faculty Agreement

### THE STATE OF TEXAS

COUNTY OF Calhoun

On this date, at a regularly scheduled and posted meeting, came the Board of Trustees of the Calhoun County Independent School District, hereinafter referred to as "District." A quorum having been established, the Board proceeded to consider the appointment of the herein named individual(s) as an adjunct member of the Calhoun County Independent School District.

Upon consideration and vote of \_\_\_\_\_ in favor, \_\_\_\_\_ is hereby named as adjunct faculty member(s) of the \_\_\_\_\_ Independent School District subject to the following considerations and provisions of such appointment to wit:

1. This appointment shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and remain in effect until the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

2. This appointment will include the Texas A&M AgriLife Extension Service employees listed below:

NAME	TITLE	DEGREE	INSTITUTION	DATE
Greg Baker	County Extension Agent	Animal Science	Sul Ross University	1989
Emilee DeForest	County Extension Agent	Agriculture Science & Dev	Tarleton State	2018
Karen Lyssy	County Extension Agent	Educational Leadership	University of Houston, Victoria	2017
Ralph Shelly	County Extension Agent	Wildlife & Fisheries Science	Texas A & M University	1990

3. Adjunct faculty member(s) will receive no compensation, salary, or remuneration from Calhoun County Independent School District.
4. Adjunct faculty member(s) is and shall remain an employee, in good standing, of the Texas A&M AgriLife Extension Service.
5. Adjunct faculty member(s) is and shall remain under the direct supervision of either the District Extension Administrator of District 11 or Calhoun County Extension Coordinator.
6. Adjunct faculty member(s) shall receive all group insurance benefits, workman's compensation insurance benefits, unemployment insurance, and any and all other plans for the benefit of Texas A&M AgriLife Extension Service employees. District shall have no responsibility for any of such benefits or plans.

Adjunct faculty member(s) shall direct the activities and participation of students of the school district in sponsored and approved activities as designated from time to time by adjunct faculty members for which notice shall be given to School District administrative personnel. Adjunct faculty members' activities and participation with students of the School District are directed, supervised, and controlled by and through supervisory personnel of Texas A&M AgriLife Extension Service pursuant to the supervisory authority of the District Extension Administrator or County Extension Director. Adjunct faculty member(s) is not the employee of the School District, and School District does not nor shall not supervise, direct or control the activities and/or participation of such Calhoun County Extension Agent(s) who have/has been herein designated as an adjunct faculty member.

This appointment is made by the Independent School District by and through the Board of Trustees of said district for the benefit of allowing voluntary student participation in programs conducted by the Texas A&M AgriLife Extension Service in recognition of the educational benefits arising from such participation and activities and/or directed by the Texas A&M AgriLife Extension Service. This appointment is made in accordance with the provisions of Section 129.21(j)(1) of the Texas Administrative Code authorizing the school to deem such participating students in attendance for foundation school program purposes.

This appointment of the herein named Calhoun County Extension Agent(s), \_\_\_\_\_  
\_\_\_\_\_ (Extension employee) is/are not intended nor shall be construed as a waiver of any claim or defense  
of sovereign or governmental immunity from liability now possessed by Calhoun County Independent School  
District or any of its employees, agents, officers, and/or board members in the performance of governmental functions.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_ Independent School District

By: \_\_\_\_\_

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

### **General Warranty Deed**

**Date:** September 14, 2020

**Grantor:** Formosa Plastics Corporation, Texas  
P.O. Box 700  
Point Comfort, Texas 77978

**Grantee:** Calhoun County Independent School District  
525 N. Commerce St.  
Port Lavaca, Texas 77979

**Consideration:**

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

**Property (including any improvements):**

Lot 12, Block 7, Point Comfort Village Subdivision, located in the Thomas Cox Survey, Abstract 10, in Calhoun County, Texas, in accordance with the map or plat of said subdivision of record in Volume Z, Page 122, of the Plat Records of Calhoun County, Texas. (aka 123 Lubbock)

SUBJECT TO all easements, restrictions, oil, gas and mineral reservations and other documents appearing of record in the Office of the County Clerk of Calhoun County, Texas affecting the above described property.

**Reservations from Conveyance:**

Fee Simple Determinable Condition: The Property will be used by Grantee for its desired purposes. However, in the future, in the event that the Grantee, at Grantee's discretion, finds that it has no future purpose for the property, Grantee shall give written notice to Grantor and the parties shall perform the necessary acts to restore ownership of the Property to Grantor subject to a Memorandum of Understanding between the parties regarding any capital improvements made by Grantee during the preceding five (5) years of the date of the notice. It is Grantor's intent to convey a fee simple determinable estate to Grantee.

**Exceptions to Conveyance and Warranty:**

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface

fee estate, that affect the Property; and taxes for 2020, if any, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs and assigns forever. Grantor binds Grantor and Grantor's heirs and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THOSE CONTAINED IN THE PURCHASE CONTRACT, THIS DEED, AND THE OTHER CLOSING DOCUMENTS. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION AND THE REPRESENTATIONS AND WARRANTIES EXPRESSLY CONTAINED IN THE PURCHASE CONTRACT, THIS DEED, AND THE OTHER CLOSING DOCUMENTS.

When the context requires, singular nouns and pronouns include the plural.

*This Deed was prepared with information provided by the parties. Roberts, Odefey, Witte & Wall, LLP, Attorneys at Law, did not perform any title research. Our preparation of these documents did not include research as to ownership of the property, encroachments, taxes, judgments or other liens, or access to the property. This law firm has undertaken no duty with respect to the quality or quantity of the title or other interest. This law firm will not act as the reporting agent for IRS 1099 S reporting requirements.*

FORMOSA PLASTICS CORPORATION, TEXAS

By: \_\_\_\_\_  
Richard Crabtree, General Manager

STATE OF TEXAS )

COUNTY OF CALHOUN )

Before me, the undersigned authority, on this day personally appeared Richard Crabtree, General Manager of Formosa Plastics Corporation, Texas, who is personally known to me (or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he executed the instrument for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, 2020.

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Notary Public, State of Texas

AGREED AND ACCEPTED TO:

CALHOUN COUNTY INDEPENDENT  
SCHOOL DISTRICT

By: \_\_\_\_\_  
Bill Harvey, Board President

STATE OF TEXAS )

COUNTY OF CALHOUN \_\_\_\_\_ )

Before me, the undersigned authority, on this day personally appeared Bill Harvey, Board President of Calhoun County Independent School District, who is personally known to me (or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he executed the instrument for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Roberts, Odefey, Witte & Wall, LLP  
P. O. Box 9  
Port Lavaca, Texas 77979



**BUDGET AMENDMENT REQUEST**

Date: September 13, 2020

Amendment #:09-001

FUND	FUNC	OBJ	SUB OBJ	ORG	YR	PRG	DESCRIPTION	AMOUNT DECREASE	AMOUNT INCREASE
199	0	3600	00	000	1	0	Fund Balance	20,000	
199	11	6119	99	000	1	0	Salaries		20,000
								20,000	20,000

**REASON FOR REQUEST:** Add Step 28 to Teacher Pay Scale

**APPROVALS:**

  
 Chief Financial Officer

\_\_\_\_\_  
 Superintendent

\_\_\_\_\_  
 Board Officer

Posted By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



# Texas Association of School Boards

School districts will be facing many issues in the next legislative session. The TASB Delegate Assembly is your board's opportunity to have a voice in TASB's advocacy action plan.

This year, the Assembly is going virtual! The meeting will be held online **October 3 at 2 p.m.** With no travel required, it is easier than ever for your board to participate and get started on your advocacy work.

## Register your delegate and alternate!

**Preregistration deadline is Wednesday, September 2.** This will ensure your delegate and alternate receive a hard copy of the *Delegate Handbook*. **The final registration deadline is October 1 at 2 p.m.** Delegates and alternates must be registered by this date to receive all the necessary electronic access information for the meeting.

Superintendents and administrative assistants can access registration in [myTASB](#). Or complete the [delegate registration form](#) (pdf) and submit to TASB.

## Key changes for this year's Assembly

Here are three things you need to know:

1. With going virtual, the timeline for Assembly activities has changed, and delegates will vote on the Assembly standing rules and process in advance. The voting link will be sent by email to registered delegates on September 3. Voting deadline is September 10. **Please make sure your delegate has a valid email address in [myTASB](#).**
2. Delegates and alternates are invited to **attend one of three virtual caucus and orientation meetings set for September 16, 17, and 18.** Your representatives can choose the date that best fits their schedules. Complete details will be provided with Assembly materials.
3. **After the final caucus and orientation meeting, Delegates may submit Action Forms on Advocacy Agenda items.**

If you have questions, please contact TASB staff at [membercommunications@tasb.org](mailto:membercommunications@tasb.org) or 800.580.8272, ext. 3573.

We are looking forward to "seeing" you at the virtual Delegate Assembly!

Your friends at TASB

# Official Delegate Designation Form

**Please note:**

- Only board members of TASB Active Members (public school districts and ESCs) may serve as delegates or alternates.
- TASB Directors and the four Legislative Advisory Council (LAC) members serving on the TASB Legislative Committee are delegates by virtue of their positions. If one of your board members is also a TASB Director or one of the four LAC representatives, do not designate this member; he or she will already be participating as a voting delegate in the Assembly.
- If you are designating an individual newly elected to your board, please update your district's membership information in myTASB. The update form is available under the Member Profile link (<https://www.tasb.org/apps/memberprofile/index.aspx>). If you have any questions about updating your membership information, contact Michael Pennant (contact information located at bottom of page).
- You also may submit your designation online. The online form is available in myTASB under the Member Profile link (<https://www.tasb.org/apps/memberprofile/index.aspx>).
- The *Delegate Assembly Handbook* will be distributed electronically at least 20 days prior to Delegate Assembly. Hard copies of the *Handbook* will be mailed to delegates and alternates.

**Delegate:** \_\_\_\_\_

Board position: \_\_\_\_\_ E-mail: \_\_\_\_\_

Mailing address (if NOT the district address) for Delegate Assembly materials:

\_\_\_\_\_

**Alternate:** \_\_\_\_\_

Board position: \_\_\_\_\_ E-mail: \_\_\_\_\_

Mailing address (if NOT the district address) for Delegate Assembly materials:

\_\_\_\_\_

**Name of school district:** \_\_\_\_\_

**County-district number:** \_\_\_\_\_ **TASB (ESC) region number:** \_\_\_\_\_

I hereby certify that the above persons were chosen by our board as our official voting delegate and alternate to the 2020 TASB Delegate Assembly scheduled for October 3 (as provided by the TASB Bylaws).

Board president's signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Please return your board's designations online or to the address below by September 2, 2020, to ensure your delegate and alternate will receive the hard copy of the Handbook by mail. Registration will remain open until October 1 at 2 p.m.*

Texas Association of School Boards  
Attn: Michael Pennant  
Fax: 512.467.3554  
Email: michael.pennant@tasb.org

Questions? Contact Michael Pennant at 800.580.8272 or michael.pennant@tasb.org.





## (LOCAL) Policy Comparison Packet

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

In this packet, you will find:

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

Annotations are shown as follows.

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

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

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

<b>Contact:</b>	<b>School Districts and Education Service Centers</b>	<b>Community Colleges</b>
	<a href="mailto:policy.service@tasb.org">policy.service@tasb.org</a>	<a href="mailto:colleges@tasb.org">colleges@tasb.org</a>
	800.580.7529 512.467.0222	800.580.1488 512.467.3689

Within the context of current law, the District shall be guided by Board-adopted written policies that are given appropriate distribution and are accessible to staff members, parents, students, and community residents.

**Organization**

Legally referenced policies contain provisions from federal and state statutes and regulations, case law, and other legal authority that together form the framework for local decision making and implementation. These policies are binding on the District until the cited provisions are repealed, revised, or superseded by legislative, regulatory, or judicial action.

[Legally referenced policies are not adopted by the Board.](#)

At each policy code the legally referenced policy and the Board-adopted local policy must be read together to further a full understanding of a topic.

**Terms**

The terms “Trustee” and “Board member” are used interchangeably in the local policy manual. Both terms are intended to reflect all the duties and obligations of the office.

[See AB for District name terminology.]

**Harmony with Law**

Newly enacted law is applicable when effective. No policy or regulation, or any portion thereof, shall be operative if it is found to be in conflict with applicable law.

Severability

If any portion of a policy or its application to any person or circumstance is found to be invalid, that invalidity shall not affect other provisions or applications of policy that can be given effect without the invalid provision or application; and to this end the provisions of this policy manual are declared to be severable.

**Policy Development**

Policies and policy amendments may be initiated by the Superintendent, Board members, school personnel, or community citizens, but generally shall be recommended for the Board’s consideration by the Superintendent.

**Official Policy Manual**

The Board shall designate one copy of the local policy manual as the official policy manual of the District. The official copy shall be kept in the central administration office, and the Superintendent ~~or designee~~ shall be responsible for its accuracy and integrity and shall maintain a historical record of the District’s policy manual.

**Adoption and Amendment**

Local policies may be adopted or amended by a majority of the Board at any regular or special meeting, provided that Board members have had advance written notice of the proposed change and that it has been placed on the agenda for such meeting.

BOARD POLICIES

BF  
(LOCAL)

Local policies become effective upon Board adoption or at a future date designated by the Board at the time of adoption.

TASB Localized  
Updates

After Board review of legally referenced policies and adoption of local policies, the new material shall be incorporated into the official policy manual and into other localized policy manuals maintained by the District. If discrepancies occur between different copies of the manual, the version contained in the official policy manual shall be regarded as authoritative.

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**Note:** This policy addresses discrimination, harassment, and retaliation ~~against~~~~involving~~ District employees. ~~For Title IX and other provisions regarding~~ ~~For~~ discrimination, harassment, and retaliation ~~against~~~~involving~~ students, see FFH. For reporting requirements related to child abuse and neglect, see FFG.

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**Definitions**

Solely for purposes of this policy, the term “employee” includes former employees, applicants for employment, and unpaid interns.

**Statement of Nondiscrimination**

The District prohibits discrimination, including harassment, against any employee on the basis of race, color, religion, sex, ~~gender~~, national origin, age, disability, or any other basis prohibited by law. Retaliation against anyone involved in the complaint process is a violation of District policy ~~and is prohibited~~.

**Discrimination**

Discrimination against an employee is defined as conduct directed at an employee on the basis of race, color, religion, sex, ~~gender~~, national origin, age, disability, or any other basis prohibited by law, that adversely affects the employee’s employment.

~~In accordance with law, discrimination on the basis of sex includes discrimination on the basis of biological sex, gender identity, sexual orientation, gender stereotypes, or any other prohibited basis related to sex.~~

**Prohibited Conduct**

~~In this policy, the term “prohibited conduct” includes discrimination, harassment, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.~~

~~Prohibited conduct also includes sexual harassment as defined by Title IX. [See FFH(LEGAL)]~~

**Prohibited Harassment**

Prohibited harassment of an employee is defined as physical, verbal, or nonverbal conduct based on an employee’s race, color, religion, sex, ~~gender~~, national origin, age, disability, or any other basis prohibited by law, when the conduct is so severe, persistent, or pervasive that the conduct:

1. Has the purpose or effect of unreasonably interfering with the employee’s work performance;
2. Creates an intimidating, threatening, hostile, or offensive work environment; or
3. Otherwise adversely affects the employee’s performance, environment, or employment opportunities.

Examples

Examples of prohibited harassment may include offensive or derogatory language directed at another person’s religious beliefs or

practices, accent, skin color, gender identity, or need for workplace accommodation; threatening or intimidating conduct; offensive jokes, name calling, slurs, or rumors; **cyberharassment**; physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other **negative** stereotypes; or other **kinds** ~~types~~ of aggressive conduct such as theft or damage to property.

**Sex-Based Harassment**

As required by law, the District shall follow the procedures below at Response to Sexual Harassment—Title IX upon a report of sex-based harassment, including sexual harassment, when such allegations, if proved, would meet the definition of sexual harassment under Title IX. [See FFH(LEGAL)]

**Sexual Harassment**

Sexual harassment is a form of sex discrimination defined as unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

1. Submission to the conduct is either explicitly or implicitly a condition of an employee's employment, or when submission to or rejection of the conduct is the basis for an employment action affecting the employee; or
2. The conduct is so severe, persistent, or pervasive that it has the purpose or effect of unreasonably interfering with the employee's work performance or creates an intimidating, threatening, hostile, or offensive work environment.

Examples

Examples of sexual harassment may include sexual advances; touching intimate body parts; coercing or forcing a sexual act on another; jokes or conversations of a sexual nature; and other sexually motivated conduct, **contact**, or communication, **including electronic communication** ~~or contact~~.

**Retaliation**

~~The District prohibits retaliation against an employee who makes a claim alleging to have experienced discrimination or harassment, or another employee who, in good faith, makes a report, **serves as a witness, or otherwise participates in an investigation.**~~

~~Examples~~

~~Examples of retaliation may include termination, refusal to hire, demotion, and denial of promotion. **Retaliation may also include threats, unjustified negative evaluations, unjustified negative references, or increased surveillance.**~~

**Prohibited Conduct**

~~In this policy, the term "prohibited conduct" includes discrimination, harassment, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.~~

**Reporting Procedures**

**Any** ~~An~~ employee who believes that he or she has experienced prohibited conduct or believes that another employee has experienced

prohibited conduct should immediately report the alleged acts. The employee may report the alleged acts to his or her supervisor or campus principal.

Alternatively, the employee may report the alleged acts to one of the District officials below.

**Definition of District Officials**

For the purposes of this policy, District officials are the Title IX coordinator, the ADA/Section 504 coordinator, and the Superintendent.

Title IX Coordinator

Reports of discrimination based on sex, including sexual harassment, may be directed to the designated Title IX coordinator. [See DIA(EXHIBIT)]

ADA / Section 504 Coordinator

Reports of discrimination based on disability may be directed to the designated ADA/Section 504 coordinator. [See DIA(EXHIBIT)]

Superintendent

The Superintendent shall serve as coordinator for purposes of District compliance with all other ~~nondiscrimination~~ ~~antidiscrimination~~ laws.

**Alternative Reporting Procedures**

An employee shall not be required to report prohibited conduct to the person alleged to have committed ~~the conduct~~. Reports concerning prohibited conduct, including reports against the Title IX coordinator or ADA/Section 504 coordinator, may be directed to the Superintendent.

A report against the Superintendent may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.

**Timely Reporting**

To ensure the District's prompt investigation, reports ~~Reports~~ of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act. ~~A failure to promptly report may impair the District's ability to investigate and address the prohibited conduct.~~

**Notice of Report**

Any District supervisor who receives a report of prohibited conduct shall immediately notify the appropriate District official listed above and take any other steps required by this policy.

Any District employee who receives a report of prohibited conduct based on sex, including sexual harassment, shall immediately notify the Title IX coordinator.

**Investigation of Reports Other Than Title IX ~~the Report~~**

The following procedures apply to all allegations of prohibited conduct other than allegations of harassment prohibited by Title IX. [See FFH(LEGAL)] For allegations of sex-based harassment that,

if proved, would meet the definition of sexual harassment under Title IX, see the procedures below at Response to Sexual Harassment—Title IX.

The District may request, but shall not ~~require~~~~insist upon~~, a written report. If a report is made orally, the District official shall reduce the report to written form.

#### Initial Assessment

Upon receipt or notice of a report, the District official shall determine whether the allegations, if ~~proved~~~~proven~~, would constitute prohibited conduct as defined by this policy. If so, the District ~~official~~ shall immediately authorize or undertake an investigation, regardless of whether a criminal or regulatory investigation regarding the same or similar allegations is pending.

#### Interim Action

If appropriate, the District shall promptly take interim action calculated to prevent prohibited conduct during the course of an investigation.

#### District Investigation

The investigation may be conducted by the District official or a designee, such as the campus principal, or by a third party designated by the District, such as an attorney. When appropriate, the ~~campus~~ principal or supervisor shall be involved in or informed of the investigation.

The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.

#### Concluding the Investigation

Absent extenuating circumstances, the investigation should be completed within ten District business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation.

The investigator shall prepare a written report of the investigation. The report shall be filed with the District official overseeing the investigation.

#### District Action

If the results of an investigation indicate that prohibited conduct occurred, the District shall promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the conduct.

The District may take action based on the results of an investigation, even if the conduct did not rise to the level of prohibited or unlawful conduct.

#### Confidentiality

To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.

### Appeal

A complainant who is dissatisfied with the outcome of the investigation may appeal through DGBA(LOCAL), beginning at the appropriate level.

The complainant may have a right to file a complaint with appropriate state or federal agencies.

### Response to Sexual Harassment—Title IX

#### General Response

For purposes of the District's response to reports of harassment prohibited by Title IX, definitions can be found in FFH(LEGAL).

When the District receives notice or an allegation of conduct that, if proved, would meet the definition of sexual harassment under Title IX, the Title IX coordinator shall promptly contact the complainant to:

- Discuss the availability of supportive measures and inform the complainant that they are available, with or without the filing of a formal complaint;
- Consider the complainant's wishes with respect to supportive measures; and
- Explain to the complainant the option and process for filing a formal complaint.

The District's response to sexual harassment shall treat complainants and respondents equitably by offering supportive measures to both parties, as appropriate, and by following the Title IX formal complaint process before imposing disciplinary sanctions or other actions that are not supportive measures against a respondent.

If a formal complaint is not filed, the District reserves the right to investigate and respond to prohibited conduct in accordance with Board policies and administrative procedures.

#### Title IX Formal Complaint Process

To distinguish the process described below from the District's general grievance policies [see DGBA, FNG, and GF], this policy refers to the grievance process required by Title IX regulations for responding to formal complaints of sexual harassment as the District's "Title IX formal complaint process."

The Superintendent shall ensure the development of a Title IX formal complaint process that complies with legal requirements. [See FFH(LEGAL)] The formal complaint process shall be posted on the

District's website. In compliance with Title IX regulations, the District's Title IX formal complaint process shall address the following basic requirements:

1. Equitable treatment of complainants and respondents;
2. An objective evaluation of all relevant evidence;
3. A requirement that the Title IX coordinator, investigator, decision-maker, or any person designated to facilitate an informal resolution process not have a conflict of interest or bias;
4. A presumption that the respondent is not responsible for the alleged sexual harassment until a determination is made at the conclusion of the Title IX formal complaint process;
5. Time frames that provide for a reasonably prompt conclusion of the Title IX formal complaint process, including time frames for appeals and any informal resolution process, and that allow for temporary delays or the limited extension of time frames with good cause and written notice as required by law;
6. A description of the possible disciplinary sanctions and remedies that may be implemented following a determination of responsibility for the alleged sexual harassment;
7. A statement of the standard of evidence to be used to determine responsibility for all Title IX formal complaints of sexual harassment;
8. Procedures and permissible bases for the complainant and respondent to appeal a determination of responsibility or a dismissal of a Title IX formal complaint or any allegations therein;
9. A description of the supportive measures available to the complainant and respondent;
10. A prohibition on using or seeking information protected under a legally recognized privilege unless the individual holding the privilege has waived the privilege;
11. Additional formal complaint procedures in 34 C.F.R. 106.45(b), including written notice of a formal complaint, consolidation of formal complaints, recordkeeping, and investigation procedures; and
12. Other local procedures as determined by the Superintendent.

Standard of  
Evidence

The standard of evidence used to determine responsibility in a Title IX formal complaint of sexual harassment shall be the preponderance of the evidence.

**Retaliation**

The District prohibits retaliation against an employee who makes a claim alleging to have experienced discrimination or harassment, or another employee who, in good faith, makes a report of harassment or discrimination, files a complaint of harassment or discrimination, serves as a witness, or otherwise participates or refuses to participate in an investigation.

**Examples**

Examples of retaliation may include termination, refusal to hire, demotion, and denial of promotion. Retaliation may also include threats, intimidation, coercion, unjustified negative evaluations, unjustified negative references, or increased surveillance.

**Records Retention**

The District shall retain copies of allegations ~~Copies of reports alleging prohibited conduct~~, investigation reports, and related records regarding any prohibited conduct in accordance with ~~shall be maintained by~~ the District's records control schedules, but ~~District~~ for no less than the minimum amount ~~a period~~ of time required by law. ~~at least three years.~~ [See CPC]

[For Title IX recordkeeping and retention provisions, see FFH(LEGAL) and the District's Title IX formal complaint process.]

**Access to Policy and Procedures**

Information regarding this ~~This~~ policy and any accompanying procedures shall be distributed annually to District employees. Copies of the policy and procedures shall be ~~posted on the District's website, to the extent practicable, and readily available at each campus and the District's~~ ~~District~~ administrative offices.

PROFESSIONAL DEVELOPMENT  
PROFESSIONAL MEETINGS AND VISITATIONS

DMD  
(LOCAL)

**Meetings,  
Conferences, and  
Workshops**

~~Professional personnel may attend and participate in meetings, conferences, and workshops that will contribute to their professional growth and development. [See also DMA and DMG]~~

~~When attendance at such events is recommended or required by the administration, the Board, TEA, or UIL, personnel may attend with the Superintendent's approval. No salary deduction or loss of leave shall occur when attendance is recommended or required.~~

~~The Superintendent may grant additional absences to employees for attendance at meetings, conferences, and workshops that are of special interest to the employee.~~

**Release Time**

~~Requests for release time with pay to attend employee organization meetings, other than any such meetings approved for required staff development purposes, shall be considered on a case-by-case basis. The responsibility for justifying the school-related purpose to be accomplished by attendance shall rest with the employee. Approval shall be given only if the employee is on the program, has some official function, or can obtain specific information related to his or her job description that will assist the District in improving the instructional program.~~

ACADEMIC ACHIEVEMENT

EI  
(LOCAL)

**Certificate of  
Coursework  
Completion**

The District shall not issue a certificate of coursework completion to a student who fails to meet all state and local requirements for graduation. [See EIF, FMH]

**Partial Credit**

When a student earns a passing grade in only ~~half~~<sup>one semester</sup> of a ~~two semester~~ course and the combined grade for ~~both halves~~<sup>the two semesters</sup> is lower than 70, the District shall award the student credit for the ~~half~~<sup>semester</sup> with the passing grade. ~~The student shall be required to retake only the semester in which he or she earned the failing grade.~~

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**Note:** The following provisions address equal educational opportunity for all students in accordance with law. For provisions addressing discrimination, harassment, and retaliation involving District students, see FFH.

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**Title IX Coordinator** The District ~~designates and authorizes the~~~~has designated a~~ Title IX coordinator for students to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended. [See FB(EXHIBIT)]

**ADA / Section 504 Coordinator** The District ~~designates and authorizes the~~~~has designated an~~ ADA/Section 504 coordinator for students to coordinate its efforts to comply with Title II of the Americans with Disabilities Act of 1990, as amended, which incorporates and expands upon the requirements of Section 504 of the Rehabilitation Act of 1973 (“Section 504”), as amended. [See FB(EXHIBIT)]

**Superintendent** The Superintendent shall serve as coordinator for purposes of District compliance with all other nondiscrimination laws.

**Equal Educational Opportunity**  
General Education The District shall provide necessary services and supports to provide students equal access to educational opportunities. [See EHBC]- Certain instructional or other accommodations, including on state-mandated assessments, may be made when necessary, when allowable, and when these accommodations do not modify the rigor or content expectations of a subject, course, or assessment. [See EKB]

Additional Services and Supports If the District has reason to believe that a student has a disability that may require additional services and supports in order for the student to receive an appropriate education as this term is defined by law, Section 504 and/or the Individuals with Disabilities Education Act (IDEA) shall govern the evaluation, services, and supports provided by the District. [See also EHBA series]

[For information regarding dyslexia and related disorders, see EHB.]

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**Note:** The following provisions address the District’s compliance efforts and system of procedural safeguards as required by federal regulations for a student with a disability as defined by Section 504. A report of discrimination or harassment based on a student’s disability shall be made in accordance with FFH.

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**Section 504**

Committees

The District shall form Section 504 committees as necessary. The Section 504 coordinator and members of each Section 504 committee shall receive training in the procedures and requirements for identifying and providing educational and related services and supports to a student who has a disability that results in a substantial limitation of a major life activity.

Each Section 504 committee shall be composed of a group of persons knowledgeable about the student, the meaning of the evaluation data, placement options, and the legal requirements regarding least restrictive environment and comparable facilities for students with disabilities.

Referrals

If a teacher, school counselor, administrator, or other District employee has reason to believe that a student may have a disability as defined by Section 504, the District shall evaluate the student. A student may also be referred for evaluation by the student's parent.

Notice and Consent

The District shall seek written parental consent prior to conducting a formal evaluation. Ordinary observations in the classroom or other school setting shall not require prior parental consent.

Evaluation and Placement

The results of an evaluation shall be considered before any action is taken to place a student with a disability or make a significant change in placement in an instructional program. The Superintendent shall ensure that the District's procedures for tests and other evaluation materials comply with the minimum requirements of law. In interpreting evaluation data and when making decisions related to necessary services and supports, each Section 504 committee shall carefully consider and document information from a variety of sources in accordance with law.

Review and Reevaluation Procedure

To address the periodic reevaluation requirement of law, the District shall adhere to the reevaluation timelines in the IDEA regulations.

A parent, teacher, or other District employee may request a review of a student's services and supports at any time, but a formal reevaluation shall generally occur no more frequently than once a year.

Examining Records

A parent shall make any request to review his or her child's education records to the campus principal or other identified custodian of records. [See FL]

Right to Impartial Hearing

A parent shall be given written notice of the due process right to an impartial hearing if the parent has a concern or complaint about the District's actions regarding the identification, evaluation, or educational placement of a student with a disability. The impartial hearing

EQUAL EDUCATIONAL OPPORTUNITY

FB  
(LOCAL)

shall be conducted by a person who is knowledgeable about Section 504 issues and who is not employed by the District or related to a member of the Board in a degree that would be prohibited under the nepotism statute [see DBE]. The impartial hearing officer is not required to be an attorney. The District and the parent shall be entitled to legal representation at the impartial hearing.

Records Retention

Records specific to identification, evaluation, and placement as these pertain to Section 504 shall be retained by the District in accordance with law and the District's local records ~~control~~ retention schedules. [See CPC]

**Persons Age 21 and Over**

The District shall ~~not admit into its public schools any person~~  
~~persons between 21 and 26 years of~~ age 21 or over unless otherwise  
required by law ~~for the purpose of completing the requirements for~~  
~~a high school diploma.~~

**Registration Forms**

The student's parent, legal guardian, or other person having lawful control shall annually complete registration forms. A student who has reached age 18 shall be permitted to complete these forms.

Proof of Residency

At the time of initial registration and on an annual basis thereafter, the parent, guardian, or other person having lawful control of the student under order of a court shall present proof of residency in accordance with administrative regulations developed by the Superintendent. The District may investigate stated residency as necessary.

**Minor Living Apart**

Person Standing in Parental Relation

A minor student residing in the District but whose parent, guardian, or other person having lawful control under a court order does not reside in the District shall present a power of attorney or an authorization agreement as provided in Chapter 34 of the Family Code assigning responsibility for the student in all school-related matters to an adult resident of the District.

Misconduct

A minor student living apart who has engaged in misconduct that results in any of the consequences found in Education Code 25.001(d) shall not be permitted to attend a District school.

Exceptions

Based on an individual student's circumstance, the Superintendent shall have authority to grant exceptions to the requirement for a power of attorney or authorization agreement and to the exclusion for misconduct.

Extracurricular Activities

The Superintendent shall determine whether a minor student living apart is present in the District for the primary purpose of participating in extracurricular activities.

**Students Not Enrolled**

A student enrolled in a private school, including a homeschool, shall not be eligible for concurrent enrollment in the District nor for participation in curricular or extracurricular activities, except as required by law. [See EEL and FM] ~~in the following circumstances:~~

- ~~1. The individualized plan of a student receiving special education services requires participation in extracurricular activities or academic programs provided by the District [see EHBAC]; or~~
- ~~2. An eligible student participates in a campus Title I program [see EHBD].~~

**Nonresident Student  
in Grandparent's  
After-School Care**

The parent and grandparent of a nonresident student requesting admission under Education Code 25.001(b)(9) shall provide to the Superintendent the required information on the grandparent's residency and complete a form provided by the District describing the extent of after-school care to be provided by the grandparent.

The Superintendent shall have authority to approve or deny such admissions requests in accordance with criteria approved by the Board.

**"Accredited" Defined**

For the purposes of this policy, "accredited" shall be defined as accreditation by TEA, an equivalent agency from another state, or an accrediting association recognized by the commissioner of education.

**Grade-Level  
Placement**

Accredited Schools

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

Nonaccredited  
Schools

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

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

**Transfer of Credit**

Accredited Texas  
Public Schools

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

Other Accredited or  
Nonaccredited  
Schools

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

ADMISSIONS

FD  
(LOCAL)

demonstrate mastery of the content or use alternative methods to verify course content for the award of credit. ~~{See EI}~~

Transition  
Assistance

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

[See EI]

**Withdrawal**

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

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

**Attendance  
Accounting System**

The Superintendent shall be responsible for **designating the official attendance-taking time during the campus's instructional day and** maintaining a student attendance accounting system in accordance with statutory and TEA requirements. [See also FD for admissions and residency requirements.]

Alternative  
Attendance-  
Taking **Recording**  
Time

**The** ~~When appropriate, the~~ Superintendent is authorized to **shall** establish written procedures permitting a campus to **record absences in** ~~specify~~ an alternative **hour from the District's official time for taking attendance-taking time other than the second or fifth instructional hour. Exceptions may be authorized for an entire campus** or for a designated group of students at a campus. The alternative ~~time for recording~~ attendance-taking time shall be determined in accordance with TEA's *Student Attendance Accounting Handbook* **and administrative regulations.**

**Parental Consent to  
Leave Campus**

The Superintendent shall establish procedures regarding parental consent for a student to leave campus, including procedures for documenting a student's absence. The procedures shall be communicated in the employee and student handbooks.

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

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

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

1. Any District employee, agent, or contractor who suspects a child's physical or mental health or welfare has been adversely affected by abuse or neglect.
2. A professional who has 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.

~~Any~~ ~~by any~~ person is required to ~~shall~~ make a report if the person has cause to believe that an adult was a victim of abuse or neglect ~~im-~~  
~~mediately~~ 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. ~~required by law.~~

~~Reports shall be made in accordance with FFG(EXHIBIT).~~

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

### Restrictions on Reporting

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

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

### Making a Report

Reports may be made to any of the following:

1. A state or local law enforcement agency;
2. The Child Protective Services (CPS) division of the Texas Department of Family and Protective Services (DFPS) at (800) 252-5400 or the [Texas Abuse Hotline Website](#)<sup>i</sup>;
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.

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.

### Confidentiality

In accordance with state law, the identity of a person making a report of suspected child abuse or neglect shall be kept confidential

and disclosed only in accordance with the rules of the investigating agency.

**Immunity**

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

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

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

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

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

**Responsibilities Regarding Investigations**

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

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

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

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

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**Note:** This policy addresses discrimination, harassment, and retaliation ~~against~~~~involving~~ District students. For provisions regarding discrimination, harassment, and retaliation ~~against~~~~involving~~ District employees, see DIA. For reporting requirements related to child abuse and neglect, see FFG. Note that FFH shall be used in conjunction with FFI (bullying) for certain prohibited conduct.

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**Statement of Nondiscrimination**

The District prohibits discrimination, including harassment, against any student on the basis of race, color, religion, sex, gender, national origin, ~~age~~, disability, ~~age~~, or any other basis prohibited by law. The District prohibits dating violence, as defined by this policy. Retaliation against anyone involved in the complaint process is a violation of District policy and is prohibited.

**Discrimination**

Discrimination against a student is defined as conduct directed at a student on the basis of race, color, religion, sex, gender, national origin, ~~age~~, disability, ~~age~~, or ~~on~~ any other basis prohibited by law, that adversely affects the student.

**Prohibited Conduct**

In this policy, the term “prohibited conduct” includes discrimination, harassment, dating violence, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.

Prohibited conduct also includes sexual harassment as defined by Title IX. [See FFH(LEGAL)]

**Prohibited Harassment**

Prohibited harassment of a student is defined as physical, verbal, or nonverbal conduct based on the student’s race, color, religion, sex, gender, national origin, ~~age~~, disability, ~~age~~, or any other basis prohibited by law, ~~when the conduct~~ ~~that~~ is so severe, persistent, or pervasive that the conduct:

1. Affects a student’s ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student’s academic performance; or
3. Otherwise adversely affects the student’s educational opportunities.

Prohibited harassment includes dating violence as defined by ~~law~~ ~~and~~ this policy.

Examples

Examples of prohibited harassment may include offensive or derogatory language directed at another person’s religious beliefs or

practices, accent, skin color, or need for accommodation; threatening, intimidating, or humiliating conduct; offensive jokes, name calling, slurs, or rumors; [cyberharassment](#); physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other negative stereotypes; or other kinds of aggressive conduct such as theft or damage to property.

### Sex-Based Harassment

As required by law, the District shall follow the procedures below at Response to Sexual Harassment—Title IX upon a report of sex-based harassment, including sexual harassment, gender-based harassment, and dating violence, when such allegations, if proved, would meet the definition of sexual harassment under Title IX. [See FFH(LEGAL)]

#### Sexual Harassment By an Employee

Sexual harassment of a student by a District employee includes both welcome and unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

1. A District employee causes the student to believe that the student must submit to the conduct in order to participate in a school program or activity, or that the employee will make an educational decision based on whether or not the student submits to the conduct; or
2. The conduct is so severe, persistent, or pervasive that it:
  - a. Affects the student's ability to participate in or benefit from an educational program or activity, or otherwise adversely affects the student's educational opportunities; or
  - b. Creates an intimidating, threatening, hostile, or abusive educational environment.

Romantic or [other](#) inappropriate social relationships between students and District employees are prohibited. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See DH]

#### By Others

Sexual harassment of a student, including harassment committed by another student, includes unwelcome sexual advances; requests for sexual favors; or sexually motivated physical, verbal, or nonverbal conduct when the conduct is so severe, persistent, or pervasive that it:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;

2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Examples

Examples of sexual harassment of a student may include sexual advances; touching intimate body parts or coercing physical contact that is sexual in nature; jokes or conversations of a sexual nature; and other sexually motivated conduct, [contact](#), or communications, [including electronic communication](#) ~~or contact~~.

Necessary or permissible physical contact such as assisting a child by taking the child's hand, comforting a child with a hug, or other physical contact not reasonably construed as sexual in nature is not sexual harassment.

**Gender-Based Harassment**

Gender-based harassment includes physical, verbal, or nonverbal conduct based on the student's gender, the student's expression of characteristics perceived as stereotypical for the student's gender, or the student's failure to conform to stereotypical notions of masculinity or femininity. For purposes of this policy, gender-based harassment is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Examples

Examples of gender-based harassment directed against a student, regardless of the student's or the harasser's actual or perceived sexual orientation or gender identity, may include offensive jokes, name-calling, slurs, or rumors; [cyberharassment](#); physical aggression or assault; threatening or intimidating conduct; or other kinds of aggressive conduct such as theft or damage to property.

**Dating Violence**

Dating violence occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control the other person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense.

For purposes of this policy, dating violence is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Examples

Examples of dating violence against a student may include physical or sexual assaults; name-calling; put-downs; or threats directed at the student, the student's family members, or members of the student's household. Additional examples may include destroying property belonging to the student, threatening to commit suicide or homicide if the student ends the relationship, attempting to isolate the student from friends and family, stalking, threatening a student's spouse or current dating partner, or encouraging others to engage in these behaviors.

~~Retaliation~~

~~The District prohibits retaliation by a student or District employee against a student alleged to have experienced discrimination or harassment, including dating violence, or another student who, in good faith, makes a report of harassment or discrimination, serves as a witness, or participates in an investigation.~~

~~Examples~~

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

~~False Claim~~

~~A student who intentionally makes a false claim, offers false statements, or refuses to cooperate with a District investigation regarding discrimination or harassment, including dating violence, shall be subject to appropriate disciplinary action.~~

~~Prohibited Conduct~~

~~In this policy, the term "prohibited conduct" includes discrimination, harassment, dating violence, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.~~

**Reporting  
Procedures**

Student Report

Any student who believes that he or she has experienced prohibited conduct or believes that another student has experienced prohibited conduct should immediately report the alleged acts to a teacher, school counselor, principal, other District employee, or the appropriate District official listed in this policy.

STUDENT WELFARE  
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH  
(LOCAL)

Employee Report	Any District employee who suspects or receives <b>direct or indirect</b> notice that a student or group of students has or may have experienced prohibited conduct shall immediately notify the appropriate District official listed in this policy and take any other steps required by this policy.
<i>Definition of District Officials</i>	For the purposes of this policy, District officials are the Title IX coordinator, the ADA/Section 504 coordinator, and the Superintendent.
<i>Title IX Coordinator</i>	Reports of discrimination based on sex, including sexual harassment, <del>or</del> gender-based harassment, <b>or dating violence</b> , may be directed to the designated Title IX coordinator for students. [See FFH(EXHIBIT)]
<i>ADA / Section 504 Coordinator</i>	Reports of discrimination based on disability may be directed to the designated ADA/Section 504 coordinator for students. [See FFH(EXHIBIT)]
<i>Superintendent</i>	The Superintendent shall serve as coordinator for purposes of District compliance with all other nondiscrimination laws.
<b>Alternative Reporting Procedures</b>	<p><b>An individual</b><del>A student</del> shall not be required to report prohibited conduct to the person alleged to have committed the conduct. Reports concerning prohibited conduct, including reports against the Title IX coordinator or ADA/Section 504 coordinator, may be directed to the Superintendent.</p> <p>A report against the Superintendent may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.</p>
<b>Timely Reporting</b>	<p><b>To ensure the District's prompt investigation, reports</b> <del>Reports</del> of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act. <del>A failure to immediately report may impair the District's ability to investigate and address the prohibited conduct.</del></p>
<b>Notice to Parents</b>	<p>The District official or designee shall promptly notify the parents of any student alleged to have experienced prohibited conduct by a District employee or another adult.</p> <p>[For parental notification requirements regarding an allegation of educator misconduct with a student, see FFF.]</p>
<b>Investigation of Reports Other Than Title IX</b> <del>the Report</del>	<p><b>The following procedures apply to all allegations of prohibited conduct other than allegations of harassment prohibited by Title IX.</b> [See FFH(LEGAL)] For allegations of sex-based harassment that, if proved, would meet the definition of sexual harassment under Title IX, including sexual harassment, gender-based harassment,</p>

and dating violence, see the procedures below at [Response to Sexual Harassment—Title IX](#).

The District may request, but shall not require, a written report. If a report is made orally, the District official shall reduce the report to written form.

**Initial Assessment** Upon receipt or notice of a report, the District official shall determine whether the allegations, if ~~proved~~<sup>proven</sup>, would constitute prohibited conduct as defined by this policy. If so, the District shall immediately undertake an investigation, except as provided below at Criminal Investigation.

If the District official determines that the allegations, if ~~proved~~<sup>proven</sup>, would not constitute prohibited conduct as defined by this policy, the District official shall refer the complaint for consideration under FFI.

**Interim Action** If appropriate and regardless of whether a criminal or regulatory investigation regarding the alleged conduct is pending, the District shall promptly take interim action calculated to address prohibited conduct or bullying prior to the completion of the District's investigation.

**District Investigation** The investigation may be conducted by the District official or a designee, such as the principal, or by a third party designated by the District, such as an attorney. When appropriate, the principal shall be involved in or informed of the investigation.

The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.

**Criminal Investigation** If a law enforcement or regulatory agency notifies the District that a criminal or regulatory investigation has been initiated, the District shall confer with the agency to determine if the District investigation would impede the criminal or regulatory investigation. The District shall proceed with its investigation only to the extent that it does not impede the ongoing criminal or regulatory investigation. After the law enforcement or regulatory agency has finished gathering its evidence, the District shall promptly resume its investigation.

**Concluding the Investigation** Absent extenuating circumstances, such as a request by a law enforcement or regulatory agency for the District to delay its investigation, the investigation should be completed within ten District business days from the date of the report; however, the investiga-

tor shall take additional time if necessary to complete a thorough investigation.

The investigator shall prepare a written report of the investigation. The report shall include a determination of whether prohibited conduct or bullying occurred. The report shall be filed with the District official overseeing the investigation.

*Notification of Outcome*

Notification of the outcome of the investigation shall be provided to both parties in compliance with FERPA.

**District Action**

Prohibited Conduct

If the results of an investigation indicate that prohibited conduct occurred, the District shall promptly respond by taking appropriate disciplinary action in accordance with the Student Code of Conduct and may take corrective action reasonably calculated to address the conduct.

*Corrective Action*

Examples of corrective action may include a training program for those involved in the ~~report~~ ~~complaint~~, a comprehensive education program for the school community, counseling to the victim and the student who engaged in prohibited conduct, follow-up inquiries to determine if any new incidents or any instances of retaliation have occurred, involving parents and students in efforts to identify problems and improve the school climate, increasing staff monitoring of areas where prohibited conduct has occurred, and reaffirming the District's policy against discrimination and harassment.

Bullying

If the results of an investigation indicate that bullying occurred, as defined by FFI, the District official shall refer to FFI for appropriate notice to parents and District action. The District official shall refer to FDB for transfer provisions.

Improper Conduct

If the investigation reveals improper conduct that did not rise to the level of prohibited conduct or bullying, the District may take disciplinary action in accordance with the Student Code of Conduct or other corrective action reasonably calculated to address the conduct.

**Confidentiality**

To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.

**Appeal**

A student or parent who is dissatisfied with the outcome of the investigation may appeal through FNG(LOCAL), beginning at the appropriate level. A student or parent shall be informed of his or her right to file a complaint with the United States Department of Education Office for Civil Rights.

**Response to Sexual Harassment–Title IX**

General Response

For purposes of the District’s response to reports of harassment prohibited by Title IX, definitions can be found in FFH(LEGAL).

When the District receives notice or an allegation of conduct that, if proved, would meet the definition of sexual harassment under Title IX, the Title IX coordinator shall promptly contact the complainant to:

- Discuss the availability of supportive measures and inform the complainant that they are available, with or without the filing of a formal complaint;
- Consider the complainant’s wishes with respect to supportive measures; and
- Explain to the complainant the option and process for filing a formal complaint.

The District’s response to sexual harassment shall treat complainants and respondents equitably by offering supportive measures to both parties, as appropriate, and by following the Title IX formal complaint process before imposing disciplinary sanctions or other actions that are not supportive measures against a respondent.

If a formal complaint is not filed, the District reserves the right to investigate and respond to prohibited conduct in accordance with Board policies and the Student Code of Conduct.

Title IX Formal Complaint Process

To distinguish the process described below from the District’s general grievance policies [see DGBA, FNG, and GF], this policy refers to the grievance process required by Title IX regulations for responding to formal complaints of sexual harassment as the District’s “Title IX formal complaint process.”

The Superintendent shall ensure the development of a Title IX formal complaint process that complies with legal requirements. [See FFH(LEGAL)] The formal complaint process shall be posted on the District’s website. In compliance with Title IX regulations, the District’s Title IX formal complaint process shall address the following basic requirements:

1. Equitable treatment of complainants and respondents;
2. An objective evaluation of all relevant evidence;
3. A requirement that the Title IX coordinator, investigator, decision-maker, or any person designated to facilitate an informal resolution process not have a conflict of interest or bias;

4. A presumption that the respondent is not responsible for the alleged sexual harassment until a determination is made at the conclusion of the Title IX formal complaint process;
5. Time frames that provide for a reasonably prompt conclusion of the Title IX formal complaint process, including time frames for appeals and any informal resolution process, and that allow for temporary delays or the limited extension of time frames with good cause and written notice as required by law;
6. A description of the possible disciplinary sanctions and remedies that may be implemented following a determination of responsibility for the alleged sexual harassment;
7. A statement of the standard of evidence to be used to determine responsibility for all Title IX formal complaints of sexual harassment;
8. Procedures and permissible bases for the complainant and respondent to appeal a determination of responsibility or a dismissal of a Title IX formal complaint or any allegations therein;
9. A description of the supportive measures available to the complainant and respondent;
10. A prohibition on using or seeking information protected under a legally recognized privilege unless the individual holding the privilege has waived the privilege;
11. Additional formal complaint procedures in 34 C.F.R. 106.45(b), including written notice of a formal complaint, consolidation of formal complaints, recordkeeping, and investigation procedures; and
12. Other local procedures as determined by the Superintendent.

Standard of  
Evidence

The standard of evidence used to determine responsibility in a Title IX formal complaint of sexual harassment shall be the preponderance of the evidence.

Retaliation

The District prohibits retaliation by a student or District employee against a student alleged to have experienced discrimination or harassment, including dating violence, or another student who, in good faith, makes a report of harassment or discrimination, files a complaint of harassment or discrimination, serves as a witness, or participates in an investigation. The definition of prohibited retaliation under this policy also includes retaliation against a student who refuses to participate in any manner in an investigation under Title IX.

Examples

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

False Claim

A student who intentionally makes a false claim or offers false statements in a District investigation regarding discrimination or harassment, including dating violence, shall be subject to appropriate disciplinary action in accordance with law.

**Records Retention**

The District shall retain copies of allegations, investigation reports, and related records regarding any prohibited conduct in accordance with the District's records ~~control~~ retention schedules, but for no less than the minimum amount of time required by law. [See CPC]

[For Title IX recordkeeping and retention provisions, see FFH(LEGAL) and the District's Title IX formal complaint process.]

**Access to Policy and Procedures**

Information regarding this policy and any accompanying procedures shall be distributed annually in the employee and student handbooks. Copies of the policy and procedures shall be posted on the District's website, to the extent practicable, and readily available at each campus and the District's administrative offices.

STUDENT ACTIVITIES  
CONTESTS AND COMPETITION

FMF  
(LOCAL)

**UIL Activities**

~~State Board and UIL rules shall govern interscholastic activities; however, Board policies and District rules may supplement State Board and UIL rules.~~

~~No event shall be scheduled and no student allowed to participate in any UIL event unless all pertinent rules and regulations are strictly enforced. The Superintendent or designee shall maintain all necessary records and reports. Sponsors and coaches are responsible for knowledge of and compliance with rules for eligibility and participation. [See FM]~~

**Athletic Program**

~~A well-rounded program of interscholastic athletics shall be maintained in the District secondary schools. The operation of the total program, including the starting and ending dates for each sport, shall be in accordance with regulations set by the UIL and the Board.~~

~~Supervision of the program shall be the responsibility of the Superintendent, but certain responsibilities may be delegated to other staff members. In each school, the principal shall have direct responsibility to maintain the athletic program as an integral part of the educational program of that school.~~

~~Interscholastic competitive athletics shall not be part of the elementary grades' program. To the extent practicable, a program of intra-school sports activities for elementary students shall be maintained as part of the physical education program.~~

**Non-UIL Activities**

~~Contests and competitive activities that are sponsored by outside organizations shall not be recommended to students unless the activities supplement and do not interfere with the regular school program. Contests and competitive activities shall have the prior approval of the Superintendent or designee, who shall develop the necessary rules and regulations to implement this policy. [See FM]~~

**Overnight Trips**

~~Students involved in UIL competition that requires an overnight trip shall have their expenses paid by the District. [See also FM, FMG]~~

STUDENT RIGHTS AND RESPONSIBILITIES  
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG  
(LOCAL)

**Complaints**

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

Other Complaint  
Processes

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

1. Complaints alleging discrimination or harassment based on race, color, religion, sex, gender, national origin, age, or disability, ~~or religion~~ 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 concerning identification, evaluation, or educational placement of a student with a disability within the scope of Section 504 shall be submitted in accordance with FB and the procedural safeguards handbook.
9. Complaints concerning identification, evaluation, educational placement, or discipline of a student with a disability within the scope of the Individuals with Disabilities Education Act 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 EF.
11. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with CKE.

STUDENT RIGHTS AND RESPONSIBILITIES  
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG  
(LOCAL)

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.

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.

**Guiding Principles**

Informal Process

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

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

Formal Process

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

Even after initiating the formal complaint process, students and parents are encouraged to seek informal resolution of their concerns. A student or parent whose concerns are resolved may withdraw a formal complaint at any time.

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

**Freedom from Retaliation**

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

**General Provisions**

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

STUDENT RIGHTS AND RESPONSIBILITIES  
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG  
(LOCAL)

	<p>deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are post-marked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.</p>
Scheduling Conferences	<p>The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If a student or parent fails to appear at a scheduled conference, the District may hold the conference and issue a decision in the student's or parent's absence.</p>
Response	<p>At Levels One and Two, "response" shall mean a written communication to the student or parent from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the student's or parent's email address of record, or sent by U.S. Mail to the student's or parent's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.</p>
Days	<p>"Days" shall mean District business days, <a href="#">unless otherwise noted</a>. 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 parent to represent the student or parent in the complaint process. A student may be represented by an adult at any level of the complaint.</p> <p>The student or parent may designate a representative through written notice to the District at any level of this process. If the student or parent designates a representative with fewer than three days' notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.</p>
Consolidating Complaints	<p>Complaints arising out of an event or a series of related events shall be addressed in one complaint. A student or parent shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.</p>
Untimely Filings	<p>All time limits shall be strictly followed unless modified by mutual written consent.</p> <p>If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the student or parent, at any point during the complaint process. The student or parent may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the</p>

STUDENT RIGHTS AND RESPONSIBILITIES  
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG  
(LOCAL)

level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.

Costs Incurred

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

Complaint and Appeal Forms

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

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

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

**Level One**

Complaint forms must be filed:

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

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

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

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

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

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

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

## **Level Two**

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

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

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

The Level One record shall include:

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

The Superintendent or designee shall schedule a conference within ten 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.

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

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

**Level Three**

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

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

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

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

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. The written response issued at Level Two and any attachments.
4. All other documents relied upon by the administration 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 presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the student or parent and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

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

STUDENT RIGHTS AND RESPONSIBILITIES  
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG  
(LOCAL)

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

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

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

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

**Guiding Principles**

Informal Process

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

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

Formal Process

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

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

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

**Freedom from Retaliation**

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

**General Provisions**

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on

the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are post-marked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

Scheduling  
Conferences

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

Response

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

Days

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

Representative

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

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

Consolidating  
Complaints

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

Untimely Filings

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

If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the individual, at any point during the complaint process. The individual may appeal the dismissal by seeking review in writing within ten days from the date

of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.

Costs Incurred

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

Complaint and Appeal Forms

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

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

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

**Level One**

Complaint forms must be filed:

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

If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two 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 consider information provided at the Level One conference and any other

relevant documents or information the administrator believes will help resolve the complaint.

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

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

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

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

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

**Calhoun County Independent School District  
Bilingual Summer School  
2020 Report**

The Bilingual Summer School program served students classified as English Learners who will be enrolled in kindergarten and first grade during the 2020-2021 school year. The program goal is to close achievement gaps that impact academic success for these students. Language development and grade-level TEKS in math and language arts are the focus of instruction.

<b>Kindergarten</b>			
Enrollment: 8 students		Overall Attendance: 94%	
Mastery of Teaching Objectives			
Objective	2020	2019	2018
Identify Letters	100%	100%	100%
Identify Letter Sounds	100%	100%	100%
Write Letters	100%	100%	100%
Re-Blend Phonemes	100%	100%	100%
Listening Comprehension	100%	100%	100%
Recognize Numbers to 15	100%	100%	100%
Write Numbers to 15	100%	100%	100%
Compare Numbers 1-10	100%	100%	100%

<b>First Grade</b>			
Enrollment: 11 students		Overall Attendance: 97%	
Mastery of Teaching Objectives			
Objective	2020	2019	2018
Identify Letters	100%	91%	100%
Write Alphabet	100%	100%	100%
Segment/Write Phonemes	100%	91%	100%
Use Phonemes/Blend	100%	91%	100%
Listening Comprehension	100%	100%	100%
Reading Accuracy (DRA Level 5 or above)	100%	91%	100%
Write Numbers to 50	100%	100%	100%
Recognize Out of Order Numbers	93%	91%	93%
Compare/Order Numbers 1-50	100%	100%	100%



# Calhoun County Independent School District

## Quarterly Investment Report

For the Quarter Ended

May 31, 2020

Prepared by

Valley View Consulting, L.L.C.

The investment portfolio of the Calhoun County Independent School District is in compliance with the Public Funds Investment Act and the District's Investment Policy.

*Larry Nichols*

Mr. Larry Nichols, Superintendent, Investment Officer

*Robin Martinez*

Ms. Robin Martinez, Investment Officer

**Disclaimer:** These reports were compiled using information provided by Calhoun County Independent School District. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields and do not account for investment advisor fees.

**Summary**

**Quarter End Results by Investment Category:**

<u>Asset Type</u>	<u>February 29, 2020</u>			<u>May 31, 2020</u>		
	<u>Book Value</u>	<u>Market Value</u>	<u>Ave. Yield</u>	<u>Book Value</u>	<u>Market Value</u>	<u>Ave. Yield</u>
Pools/Banks	\$ 38,730,110	\$ 38,730,110	0.67%	\$ 29,230,039	\$ 29,230,039	0.67%
Securities/CDs	24,465,673	24,465,673	1.66%	25,542,041	25,542,041	1.66%
<b>Totals</b>	<b>\$ 63,195,784</b>	<b>\$ 63,195,784</b>	<b>1.13%</b>	<b>\$ 54,772,079</b>	<b>\$ 54,772,079</b>	<b>1.13%</b>

Average Quarterly Yield (1)

Total Portfolio	1.13%
Rolling Three Month Treasury	0.19%
Rolling Six Month Treasury	0.88%
TexPool	0.27%

Fiscal Year-to-Date Average Yield (2)

Total Portfolio	1.47%
Rolling Three Month Treasury	1.15%
Rolling Six Month Treasury	1.48%
TexPool	1.18%

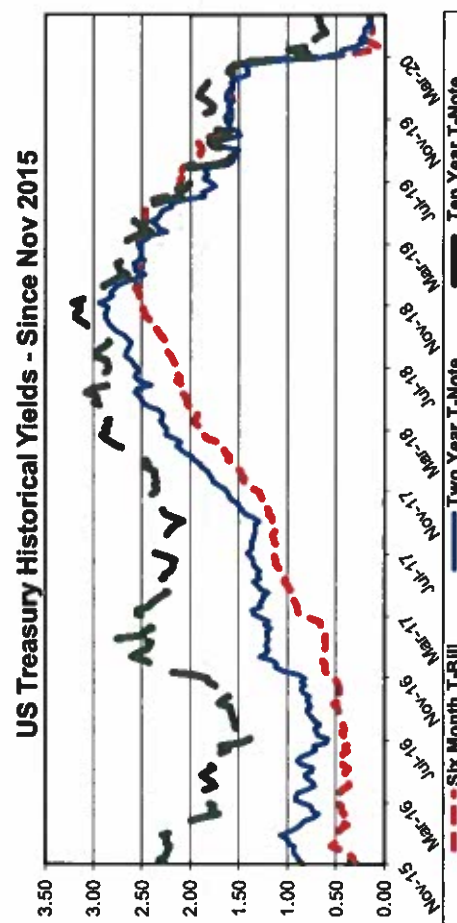
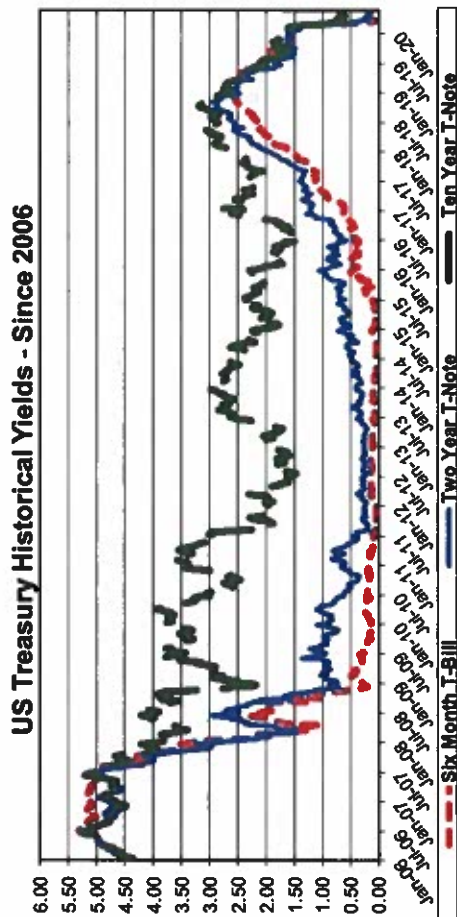
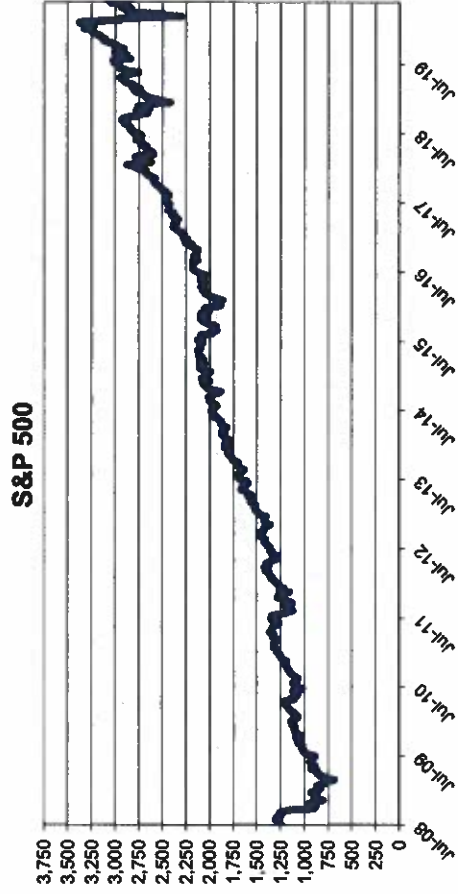
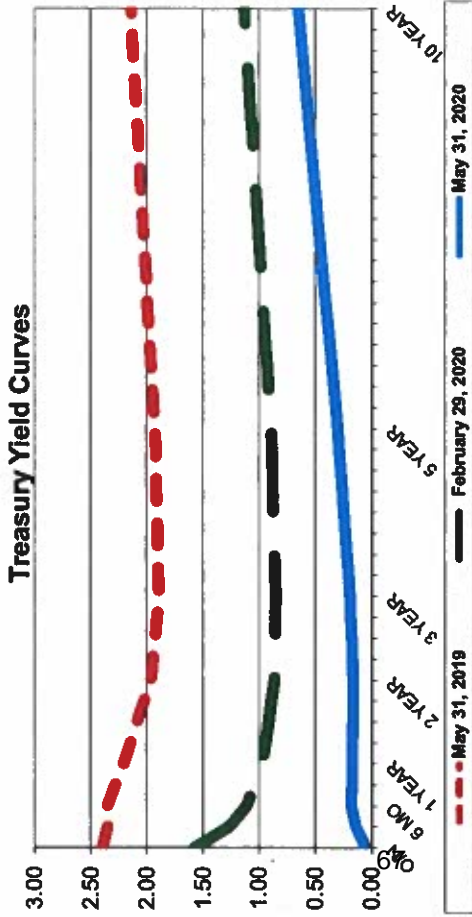
Interest Earnings (Estimated)

Quarterly Interest Earnings	\$ 203,691
Year-to-Date Interest Earnings	\$ 548,656

(1) **Average Quarterly Yield** - calculated using quarter-end report yields and adjusted book values, does not reflect a total return analysis, realized or unrealized gains/losses, or account for advisory fees. The yield for the reporting month is used for bank, pool, and money market balances.

(2) **Fiscal Year-to-Date Average Yields** - calculated using quarter end report yields and adjusted book values; does not reflect a total return analysis, realized or unrealized gains/losses, or account for advisory fees. The yield for the reporting month is used for bank, pool, and money market balances.

The Federal Open Market Committee (FOMC) maintained the Fed Funds target range at 0.00% to 0.25% (Effective Fed Funds are trading +/-0.05%). Worldwide economic activity is slowly re-emerging as "social isolation" gradually abates. The Yield Curve remains stabilized with lower rates. Crude oil regained footing and trades above \$30 per barrel. Unemployment claims reached over 40 million. The Stock Market recovery continues. The U.S. and international communities are opening their economies. Full recovery timeline still to be determined.



**Investment Holdings**

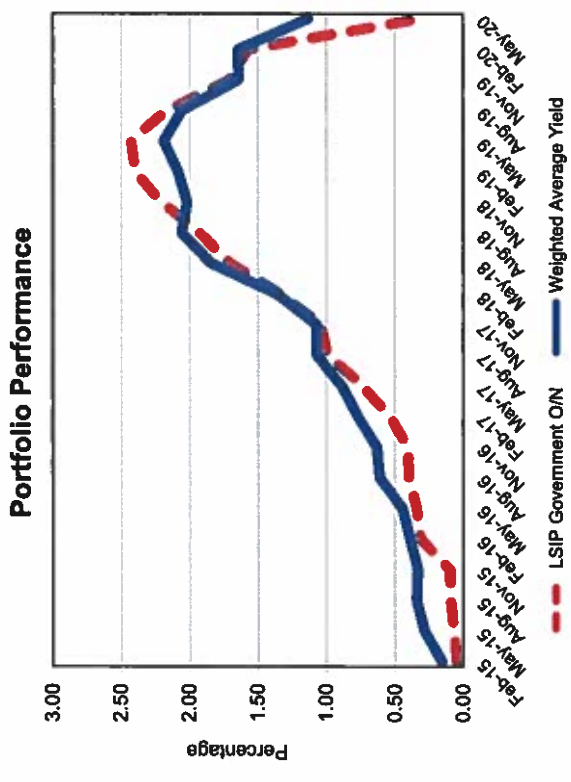
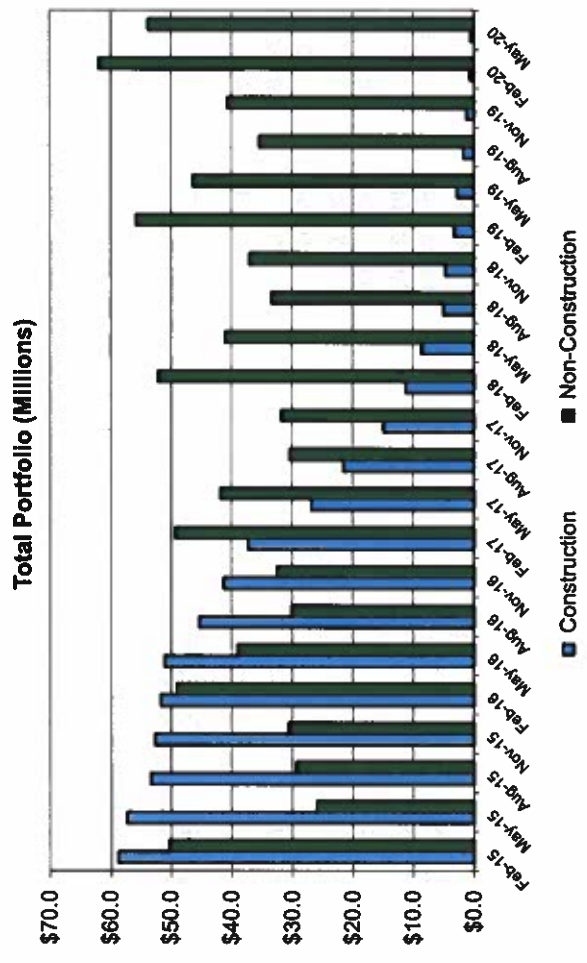
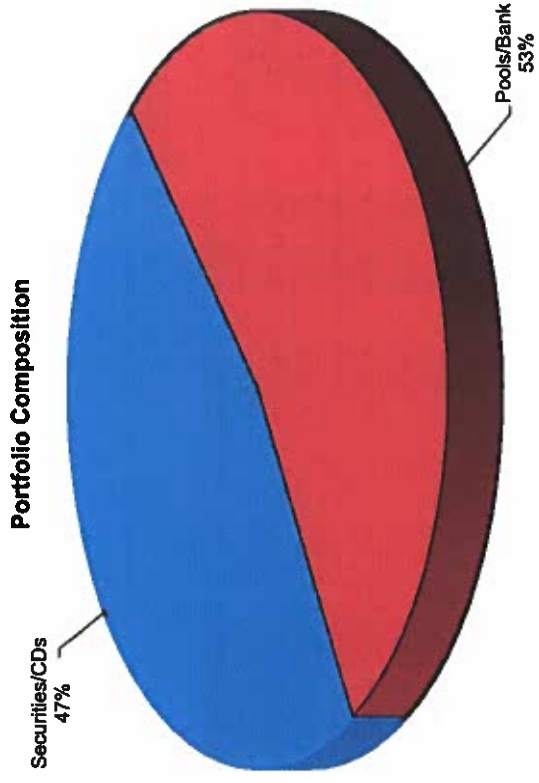
**May 31, 2020**

	Rating	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Purchase Price	Book Value	Market Price	Market Value	Life (days)	Yield
Prosperity Bank Checking		0.55%	06/01/20	05/31/20	\$ 6,835,430	1.00	\$ 6,835,430	1.00	\$ 6,835,430	1	0.55%
Prosperity Bank MMA		1.76%	06/01/20	05/31/20	3,320,197	1.00	3,320,197	1.00	3,320,197	1	1.76%
Legacy Texas Bank MMA		0.33%	06/01/20	05/31/20	474,792	1.00	474,792	1.00	474,792	1	0.33%
Southside Bank MMA (3)		0.39%	06/01/20	05/31/20	3,418,746	1.00	3,418,746	1.00	3,418,746	1	0.39%
NexBank MMA		0.50%	06/01/20	05/31/20	142,139	1.00	142,139	1.00	142,139	1	0.50%
NexBank MMA/ICS		0.50%	06/01/20	05/31/20	11,819,822	1.00	11,819,822	1.00	11,819,822	1	0.50%
Lone Star Gov't-Overnight	AAAm	0.31%	06/01/20	05/31/20	67	1.00	67	1.00	67	1	0.31%
Lone Star Corp-Overnight	AAAm	0.78%	06/01/20	05/31/20	3,218,845	1.00	3,218,845	1.00	3,218,845	1	0.78%
Southside Bank CD		1.83%	06/18/20	10/18/19	1,009,196	100.00	1,009,196	100.00	1,009,196	18	1.83%
Southside Bank CD		1.86%	06/18/20	02/18/20	1,010,460	100.00	1,010,460	100.00	1,010,460	18	1.86%
Southside Bank CD		1.83%	07/18/20	10/18/19	1,009,196	100.00	1,009,196	100.00	1,009,196	48	1.83%
Southside Bank CD		1.82%	08/18/20	10/18/19	1,009,146	100.00	1,009,146	100.00	1,009,146	79	1.82%
Southside Bank CD		1.82%	09/18/20	10/18/19	1,000,000	100.00	1,000,000	100.00	1,000,000	110	1.82%
Prosperity Bank CD		1.90%	10/21/20	10/21/19	5,047,664	100.00	5,047,664	100.00	5,047,664	143	1.90%
Prosperity Bank CD		1.90%	10/21/20	10/21/19	1,312,393	100.00	1,312,393	100.00	1,312,393	143	1.90%
Prosperity Bank CD		1.90%	10/21/20	10/21/19	100,953	100.00	100,953	100.00	100,953	143	1.90%
Prosperity Bank CD		1.75%	02/21/21	10/21/19	10,043,033	100.00	10,043,033	100.00	10,043,033	266	1.75%
Prosperity Bank CD		0.85%	04/23/22	04/23/20	4,000,000	100.00	4,000,000	100.00	4,000,000	692	0.85%
					<u>\$ 54,772,079</u>		<u>\$ 54,772,079</u>		<u>\$ 54,772,079</u>	<u>122</u>	<u>1.13%</u>
										(1)	(2)

(1) Weighted average life - For purposes of calculating weighted average life, Bank DDA/MMA, Investment Pool, and Money Market Fund investments are assumed to have a one day maturity.

(2) Weighted average yield to maturity - For purposes of calculating weighted average yield to maturity, realized and unrealized gains/losses, and Investment Advisor fees are not considered.

(3) SSB MMA Rate - TexPool + 0.12%.



### Book & Market Value Comparison

	February 29, 2020				May 31, 2020			
	Coupon/ Discount	Maturity Date	Par Value	Book Value	Purchases	Maturities	Par Value	Book Value
Prosperity Bank Checking	0.55%	06/01/20	\$ 8,230,056	\$ 8,230,056	\$ -	\$ (1,394,626)	\$ 6,835,430	\$ 6,835,430
Prosperity Bank MMA	1.76%	06/01/20	13,779,855	13,779,855	-	(10,459,658)	3,320,197	3,320,197
LegacyTexas Bank MMA	0.33%	06/01/20	173,623	173,623	301,170		474,792	474,792
Southside Bank MMA	0.39%	06/01/20	1,396,390	1,396,390	2,022,356		3,418,746	3,418,746
NexBank MMA	0.50%	06/01/20	141,909	141,909	230		142,139	142,139
NexBank MMA/ICS	0.50%	06/01/20	11,799,831	11,799,831	19,992		11,819,822	11,819,822
Lone Star Gov't-Overnight	0.31%	06/01/20	67	67			67	67
Lone Star Corp-Overnight	0.78%	06/01/20	3,208,380	3,208,380	10,465		3,218,845	3,218,845
Southside Bank CD	1.85%	03/18/20	1,000,000	1,000,000		(1,000,000)	-	-
Southside Bank CD	1.85%	04/18/20	1,000,000	1,000,000		(1,000,000)	-	-
Southside Bank CD	1.85%	05/18/20	1,000,000	1,000,000		(1,000,000)	-	-
Southside Bank CD	1.83%	06/18/20	1,000,000	1,000,000	9,196		1,009,196	1,009,196
Southside Bank CD	1.86%	06/18/20	1,004,663	1,004,663	5,797		1,010,460	1,010,460
Southside Bank CD	1.83%	07/18/20	1,000,000	1,000,000	9,196		1,009,196	1,009,196
Southside Bank CD	1.82%	08/18/20	1,000,000	1,000,000	9,146		1,009,146	1,009,146
Southside Bank CD	1.82%	09/18/20	1,000,000	1,000,000			1,000,000	1,000,000
Prosperity Bank CD	1.90%	10/21/20	5,047,664	5,047,664			5,047,664	5,047,664
Prosperity Bank CD	1.90%	10/21/20	1,312,393	1,312,393			1,312,393	1,312,393
Prosperity Bank CD	1.90%	10/21/20	100,953	100,953			100,953	100,953
Prosperity Bank CD	1.75%	02/21/21	10,000,000	10,000,000	43,033		10,043,033	10,043,033
Prosperity Bank CD	0.85%	04/23/22	-	-	4,000,000		4,000,000	4,000,000
			<b>\$ 63,195,784</b>	<b>\$ 63,195,784</b>	<b>\$ 6,430,580</b>	<b>\$ (14,854,284)</b>	<b>\$ 54,772,079</b>	<b>\$ 54,772,079</b>

**Book & Market Value Allocated by Fund  
May 31, 2020**

Description/ Maturity Date	Total	Operating	Cafeteria		Stock	Payroll & General		Activity Accounts	Construction	Interest & Sinking
			General	General		Disbursing	General			
Prosperity Bank Checking	\$ 6,835,430	\$ 621,042	\$ 449,749	\$ 80,141	\$ 720,795	\$ 139,583	\$ 520,542	\$ 4,303,579		
Prosperity Bank MMA	3,320,197	3,320,197	-	-	-	-	-	-	-	-
Legacy Texas Bank MMA	474,792	173,927	300,865	-	-	-	-	-	-	-
Southside Bank MMA	3,418,746	3,418,746	-	-	-	-	-	-	-	-
NexBank MMA	142,139	142,139	-	-	-	-	-	-	-	-
NexBank MMA/ICS	11,819,822	11,819,822	-	-	-	-	-	-	-	-
Lone Star Gov't-Overnight Pool	67	-	-	-	-	-	-	-	67	-
Lotte Star Corp-Overnight Pool	3,218,845	3,010,162	208,663	-	-	-	-	-	20	-
Southside Bank CD 06/18/20	1,009,196	1,009,196	-	-	-	-	-	-	-	-
Southside Bank CD 06/18/20	1,010,460	1,010,460	-	-	-	-	-	-	-	-
Southside Bank CD 07/18/20	1,009,196	1,009,196	-	-	-	-	-	-	-	-
Southside Bank CD 08/18/20	1,009,146	1,009,146	-	-	-	-	-	-	-	-
Southside Bank CD 09/18/20	1,000,000	1,000,000	-	-	-	-	-	-	-	-
Prosperity Bank CD 10/21/20	5,047,664	5,047,664	-	-	-	-	-	-	-	-
Prosperity Bank CD 10/21/20	1,312,393	-	-	-	-	-	-	-	-	1,312,393
Prosperity Bank CD 10/21/20	100,953	-	100,953	-	-	-	-	-	-	-
Prosperity Bank CD 02/21/21	10,043,033	10,043,033	-	-	-	-	-	-	-	-
Prosperity Bank CD 04/23/22	4,000,000	4,000,000	-	-	-	-	-	-	-	-
	<b>\$ 54,772,079</b>	<b>\$ 42,634,731</b>	<b>\$ 1,060,230</b>	<b>\$ 80,141</b>	<b>\$ 720,795</b>	<b>\$ 139,583</b>	<b>\$ 520,629</b>	<b>\$ 5,615,971</b>		

**Book & Market Value Allocated by Fund  
February 29, 2020**

Description/ Maturity	Date	Total	Operating	Cafeteria		Stock	Payroll & General		Activity Accounts	Construction	Interest & Sinking
				General	General		Disbursing	General			
Prosperity Bank Checking	Checking	\$ 8,230,056	\$ 2,182,762	\$ 333,916	\$ 101,549	\$ 666,113	\$ 145,362	\$ 661,218	\$ 4,139,136		
Prosperity Bank	MMA	13,779,855	13,779,855	-	-	-	-	-	-	-	
LegacyTexas Bank	MMA	173,623	173,623	-	-	-	-	-	-	-	
Southside Bank	MMA	1,396,390	1,396,390	-	-	-	-	-	-	-	
NexBank	MMA	141,909	141,909	-	-	-	-	-	-	-	
NexBank	MMA/ICS	11,799,831	11,799,831	-	-	-	-	-	-	-	
Lone Star Gov't-Overnight	Pool	67	-	-	-	-	-	67	-	-	
Lone Star Corp-Overnight	Pool	3,208,380	3,000,286	208,074	-	-	-	20	-	-	
Southside Bank CD	03/18/20	1,000,000	1,000,000	-	-	-	-	-	-	-	
Southside Bank CD	04/18/20	1,000,000	1,000,000	-	-	-	-	-	-	-	
Southside Bank CD	05/18/20	1,000,000	1,000,000	-	-	-	-	-	-	-	
Southside Bank CD	06/18/20	1,000,000	1,000,000	-	-	-	-	-	-	-	
Southside Bank CD	06/18/20	1,004,663	1,004,663	-	-	-	-	-	-	-	
Southside Bank CD	07/18/20	1,000,000	1,000,000	-	-	-	-	-	-	-	
Southside Bank CD	08/18/20	1,000,000	1,000,000	-	-	-	-	-	-	-	
Southside Bank CD	09/18/20	1,000,000	1,000,000	-	-	-	-	-	-	-	
Prosperity Bank CD	10/21/20	5,047,664	5,047,664	-	-	-	-	-	-	-	
Prosperity Bank CD	10/21/20	1,312,393	-	-	-	-	-	-	-	1,312,393	
Prosperity Bank CD	10/21/20	100,953	-	100,953	-	-	-	-	-	-	
Prosperity Bank CD	02/21/21	10,000,000	10,000,000	-	-	-	-	-	-	-	
		<b>\$ 63,195,784</b>	<b>\$ 55,526,983</b>	<b>\$ 642,943</b>	<b>\$ 101,549</b>	<b>\$ 666,113</b>	<b>\$ 145,362</b>	<b>\$ 661,305</b>	<b>\$ 5,451,528</b>		