

LAKE DALLAS INDEPENDENT SCHOOL DISTRICT
Board of Trustees



Regular Meeting
Monday, July 19, 2021 5:30 PM

Meetings of the Board are held at 104 Swisher Rd., Lake Dallas, TX 75065

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice. Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

Agenda

1. Call to Order, Roll Call, and Establishment of Quorum
2. Closed Session

The open session of the meeting will adjourn. The Board of Trustees will reconvene in closed session pursuant to one or more of the sections of the Texas Open Meetings Act (Chapter 551 of the Texas Government Code). The Board of Trustees will reconvene in open session to take any final action, decision, or vote on a matter deliberated in closed session.

1. Private consultation with the Board's attorney (TGC 551.071)
 2. Discussing or deliberating purchase, exchange, lease or value of real property (TCG 551.072)
 3. Discussing or deliberating appointment, employment, evaluation, reassignments, duties, discipline, or dismissal of a public officer (TGC 551.074)
 4. Discussing or deliberating discipline of a public school child or employee complaint against another employee (TCG 551.082)
 5. Discussing or deliberating a public school child which reveals personally identifiable information (TCG 551.0821)
3. Reconvene to Open Session and Pledges of Allegiance
 4. Open Forum

At regular Board meetings, the Board shall permit public comment, regardless of whether the topic is an item on the agenda posted with notice of the meeting. Individuals who wish to participate during the Open Forum portion

of the meeting shall sign up with the presiding officer or designee before the meeting begins as specified in the Board's procedures on public comment and shall indicate the agenda item or topic on which they wish to address the Board. An individual's comments to the Board shall not exceed five minutes per meeting.

5. Recognitions
 - A. Recognize Interim Superintendent
6. Consideration/Approval to Hire Superintendent and approve Superintendent contract
7. Consent Agenda Items
 - A. Consideration/Approval of the Minutes of the June 21, 2021, REGULAR Board Meeting.
 - B. Consideration/Approval of the Minutes of the June 22, 2021, SPECIAL Board Meeting.
 - C. Consideration/Approval of the Minutes of the June 23, 2021, SPECIAL Board Meeting.
 - D. Consideration/Approval of the Minutes of the June 24, 2021, SPECIAL Board Meeting.
 - E. Consideration/Approval of the Minutes of the June 28, 2021, SPECIAL Board Meeting.
 - F. Consideration/Approval of the Minutes of the July 1, 2021, SPECIAL Board Meeting.
 - G. Consideration/Approval of Monthly Financial Statements and Quarterly Investment Report
 - H. Consideration/Approval of Administrative New Hires and Reassignments for 2021-2022
 - I. Consideration/Approval of Policy Update 117 and DC(LOCAL)
8. Reports
 - A. Construction Report
 - B. Review Budget Items for the 2021-22 school year
9. Action/Discussion Items
 - A. Consideration/Approval of Salary Increases for the 2021-2022 School Year
 - B. Consideration of Board Meeting Video Recording and Archiving Options
10. Review/Information Items
 - A. Professional New Hires
 - B. Faculty Handbook Update
 - C. Student Handbook Update
 - D. Lake Dallas ISD News and Events
11. Closed Session (if needed)

The open session of the meeting will adjourn. The Board of Trustees will reconvene in closed session pursuant to one or more of the sections of the Texas Open Meetings Act (Chapter 551 of the Texas Government Code). The Board of Trustees will reconvene in open session to take any final action, decision, or vote on a matter deliberated in closed session.

6. Private consultation with the Board's attorney (TGC 551.071)
 7. Discussing or deliberating purchase, exchange, lease or value of real property (TCG 551.072)
 8. Discussing or deliberating appointment, employment, evaluation, reassignments, duties, discipline, or dismissal of a public officer (TGC 551.074)
 9. Discussing or deliberating discipline of a public school child or employee complaint against another employee (TCG 551.082)
 10. Discussing or deliberating a public school child which reveals personally identifiable information (TCG 551.0821)
12. Adjournment

Superintendent Term Contract

This Contract is entered into between the Board of Trustees (the “Board”) of Lake Dallas Independent School District (the “District”) and Dr. Mike Rockwood (the “Superintendent”).

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

1. **Term.** The Board agrees to employ the Superintendent on a twelve-month basis per school year, beginning July 20, 2021 and ending June 30, 2024. The Board and the Superintendent (the “Parties”) may extend the term of this Contract by agreement.
2. **Certification.** The Superintendent agrees to maintain the required certification throughout the term of employment with the District. If the Superintendent’s certification expires, is canceled, or is revoked, this Contract is void.
3. **Representations.** The Superintendent makes the following representations:
 - 3.1 **Beginning of Contract:** At the beginning of this Contract, and at any time during this Contract, the Superintendent specifically agrees to submit to a review of his or national criminal history record information (NCHRI) if required by the District, TEA, or SBEC. The Superintendent understands that a criminal history record acceptable to the Board, at its sole discretion, is a condition precedent to this Contract.
 - 3.2 **During Contract:** The Superintendent also agrees that, during the term of this Contract, the Superintendent will notify the Board in writing of any arrest or of any indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent. The Superintendent agrees to provide such notification in writing within seven calendar days of the event or any shorter period specified in Board policy.
 - 3.3 **False Statements and Misrepresentations:** The Superintendent represents that any records or information provided in connection with his or employment application are true and correct. Any false statements, misrepresentations, omissions of requested information, or fraud by the Superintendent in or concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.
4. **Duties.** The Superintendent shall be the educational leader and chief executive officer of the District. The Superintendent agrees to perform his duties as follows:
 - 4.1 **Authority:** The Superintendent shall perform such duties and have such powers as may be prescribed by the law and the Board. The Board shall have the right to assign additional duties to the Superintendent and to make changes in responsibilities or work at any time during the contract term. All duties assigned by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.
 - 4.2 **Standard:** Except as otherwise permitted by this Contract, the Superintendent agrees to devote his full time and energy to the performance of his duties. The Superintendent shall perform his duties with reasonable care, skill, and diligence. The Superintendent shall comply with all Board directives, state and federal laws and rules, Board policy, and regulations as they exist or may hereafter be amended.

- 4.3 **Reassignment.** The Superintendent cannot be reassigned from the position of Superintendent to another position without his express written consent.
- 4.4 **Board Meetings.** Unless otherwise prohibited by law the Superintendent shall attend all meetings of the Board. The Superintendent shall attend all meetings of the Board, both public and closed, with the exception of those closed meetings devoted to the consideration of any action or lack of action on the Superintendent's Contract, or the evaluation of the Superintendent's performance, or for the purpose of resolving conflicts between individual Board members, or when the Board is acting in its capacity as a tribunal.
- 4.5 **Criticisms, Complaints, and Suggestions.** The Board, individually and collectively, shall refer all substantive criticisms, complaints, and suggestions called to the Board's attention to the Superintendent for study and appropriate action, and the Superintendent shall investigate such matters and inform the Board of the results of such efforts.
- 4.6 **Indemnification.** To the extent it may be permitted to do so by applicable law, the District shall defend, hold harmless and indemnify the Superintendent regarding any claims, demands, duties, actions or other legal proceedings against the Superintendent for any act or failure to act involving the exercise of judgment and discretion within the normal course and scope of the Superintendent's duties as Superintendent of the District, to the extent and to the limit permitted by law. This paragraph does not apply if the Superintendent is found to have acted with gross negligence or with intent to violate a person's clearly established legal rights, or to have engaged in criminal conduct. The District may, at its sole discretion, fulfill its obligation under this paragraph by purchasing appropriate insurance coverage for the benefit of the Superintendent. No individual member of the Board shall be personally liable for indemnifying or defending the Superintendent under this paragraph. The District's obligation to indemnify, defend and hold the Superintendent harmless under this paragraph survives the termination of this Contract, so that any claim, suit, etc., filed after termination of this contract but applicable to a time the Superintendent was employed by the District, will be covered by this section.
5. **Compensation.** The District shall pay the Superintendent an annual salary as follows:
- 5.1 **Salary.** The District shall pay the Superintendent an annual salary of Two Hundred Thousand Dollars and NO/100 (\$200,000.00). The annual salary shall be paid to the Superintendent in equal monthly installments consistent with the Board's policies. At any time during the term of this Contract, the Board may, in its discretion, review and adjust the salary of the Superintendent. Such adjustments, if any, shall be effective on the July 1 following approval of the adjustment and shall be in the form of a written addendum to this contract or a new contract shall be executed. Except as provided below, the Superintendent shall not be paid less than the salary set forth in this Section 5.1 of the Contract.
- (a) **Widespread Salary Reduction.** If the Board implements a widespread salary reduction under Texas Education Code section 21.4032, the Superintendent's annual salary shall be reduced by the percent or fraction of a percent that is equal to the average percent or fraction of a percent by which teacher salaries have been reduced.
- (b) **Furlough.** If the Board implements a furlough under Texas Education Code section 21.4021, the Superintendent shall be furloughed for the same number of days as other contract personnel and the Superintendent's salary shall be reduced in proportion to the number of furlough days.

- 5.2 **Benefits:** The District shall provide benefits to the Superintendent as provided by state law and Board policies. The Board reserves the right to amend its policies at any time during the term of this Contract to reduce or increase these benefits, at the Board's sole discretion.
- 5.3 **Civic Activities.** The Board encourages the Superintendent to become a member of and participate in community and civic affairs and organizations, including the chamber of commerce, civic clubs, governmental committees, and educational organizations. The Board concludes that such participation will serve a legitimate purpose related to the educational mission of the District. The Superintendent may hold offices or accept responsibilities in these professional organizations, provided that such responsibilities do not interfere with the performance of his duties as Superintendent. Prior to engaging in these activities, the Superintendent will notify the Board in writing of the activity. The Board will notify the Superintendent if the activity presents a conflict or interferes with the performance of his duties as Superintendent. The District shall reimburse the Superintendent for the cost of membership in all local civic organizations in which the Superintendent participates and related travel outside of the District, subject to advance Board approval.
- 5.4 **Professional Organizations.** The Superintendent shall devote his time, attention, and energy to the direction, administration, and supervision of the District. The Board, however, encourages the continued professional growth of the Superintendent through his active attendance and participation in appropriate professional meetings, seminars, conferences, or courses at the local, regional, state, and national level. In its encouragement of the Superintendent to grow professionally, the Board shall permit a reasonable amount of release time for him as the Superintendent and the Board deem appropriate, to attend such meetings, seminars, conferences, or courses. The District does hereby agree to provide in the District's budget per contract year an amount to be used for registration, travel, meals, lodging, and other related expenses. The District shall pay for the Superintendent's membership dues to the Texas Association of School Administrators and one other professional organization selected by the Superintendent. The District shall bear the reasonable cost and expense for registration, travel, meals, lodging, and other related expenses for such attendance and membership.
- 5.5 **Residence in District.** As a condition of employment with the District, the Superintendent shall reside within the geographic boundaries of the District at all times while employed by the District. If not immediate, the Superintendent shall begin residing in the District within 12 months of the Superintendent's first day of employment with the District, or within such other reasonable period of time as mutually agreed upon by the Superintendent and the Board.
- 5.6 **One-Time Relocation Supplement.** On or before July 23, 2021, the District shall make a one-time payment of Ten Thousand and No/100 Dollars (\$10,000.00) to the Superintendent for use in covering expenses incurred in moving and relocating the Superintendent's family and personal possessions, and security adequate housing, within the District boundaries.
- 5.7 **TRS Salary Supplement:** The District shall supplement the Superintendent's annual salary through the term of this Contract by an amount equal to the Superintendent's required monthly contribution to the Texas Teacher Retirement System (TRS), including the required contribution for TRS Care. This additional salary supplement shall be paid to the Superintendent by regular monthly payroll installments and shall be reported as creditable

compensation by the District for purposes of TRS.

- 5.8 **Health Insurance Supplement:** The District shall supplement the Superintendent's annual salary through the term of this Contract by Three Thousand and Three Hundred Dollars and NO/100 (\$3,300.00). This supplement may be utilized by the Superintendent for the payment of health insurance benefits for himself or his dependents, and shall be paid to the Superintendent by regular monthly payroll installments.
- 5.9 **Expenses.** The District shall pay or reimburse the Superintendent for reasonable expenses incurred by the Superintendent in the continuing performance of his duties as Superintendent of the District which occur outside of the geographic boundaries of Education Service Center Region 11. The District agrees to pay the actual and incidental costs incurred by the Superintendent for such travel; such costs may include, but are not limited to, gasoline, hotels and accommodations, meals, rental car, and other expenses incurred in the performance of his duties as Superintendent of the District. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board policies and District administrative procedures and regulations except when traveling with the Board, at which time the Board's travel guidelines will apply.
- 5.10 **Vacation, Holidays, Sick Leave.** The Superintendent may take at the Superintendent's choice, the same number of days of vacation or other leave benefits authorized by policies adopted by the Board for administrative employees on twelve-month contracts, the days to be in a single period or at different times. The vacation days taken by the Superintendent will be taken at such a time or times as will least interfere with the performance of the Superintendent's duties as set forth in the Agreement. The Superintendent shall observe the same legal holidays as provided by Board policies for all District administrative employees and any additional holidays specifically stated for employees on twelve-month contracts.
- 5.11 **Outside Consulting Activities.** The Superintendent may serve as a consultant or undertake speaking engagements, writing, lecturing, or other professional duties and obligations (referred to collectively herein as 'Consulting Services') that do not conflict or interfere with the superintendent's professional responsibilities to the District, The Superintendent may accept a reimbursement of expenses and/or be paid an honorarium for such Consulting Services at the expense of the District. Consultation provided by the Superintendent under the terms and conditions of this paragraph must be consistent with state and federal law.
6. **Suspension.** In accordance with Texas Education Code chapter 21, the Board may suspend the Superintendent with pay without pay during the term of this Contract for good cause as determined by the Board.
7. **Termination and Nonrenewal of Contract.** Termination or nonrenewal of this contract, or resignation under this contract, will be pursuant to Texas Education Code chapter 21.
8. **General Provisions.**
- 8.1 **Amendment:** This Contract may not be amended except by written agreement of the Parties.
- 8.2 **Severability:** If any provision in this Contract is, for any reason, held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other

provision of the Contract. This Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been a part of the Contract.

- 8.3 **Entire Agreement:** All existing agreements and contracts, both verbal and written, between the Parties regarding the employment of the Superintendent are superseded by this Contract. This Contract constitutes the entire agreement between the Parties.
- 8.4 **Applicable Law and Venue:** Texas law shall govern construction of this Contract. The Parties agree that venue for any litigation relating to the Superintendent's employment with the District, including this Contract, shall be the county in which the District's administration building is located. If litigation is brought in federal court, the Parties agree that venue shall be the federal district and division in which the district's administration building is located.
- 8.5 **Paragraph Headings:** The headings used at the beginning of each numbered paragraph in this Contract are not intended to have any legal effect; the headings do not limit or expand the meaning of the paragraphs that follow them.
- 8.6 **Legal Representation:** Both Parties have been represented by legal counsel of their choice, or have had the opportunity to consult with legal counsel, in the negotiation and execution of this Contract.
- 8.7 **Conflicts:** In the event of any conflict between the terms, conditions, and provisions of this Contract and the provisions of the Board's policies, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the Contract.

9. Notices.

- 9.1 **To Superintendent:** The Superintendent agrees to keep a current address on file with the District's human resources office and the Board President. The Superintendent agrees that the Board may meet any legal obligation it has to give the Superintendent written notice regarding this Contract or the Superintendent's employment by hand-delivery, or by certified mail, regular mail, and/or express delivery service to the Superintendent's address of record.
- 9.2 **To Board:** The Board agrees that the Superintendent may meet any legal obligation to give the Board written notice regarding this Contract or the Superintendent's employment by providing one copy of the notice to the President of the Board and one copy to the Vice President of the Board. The Superintendent may provide such notices by hand delivery, or by certified mail, regular mail, and/or express delivery service, to the Board President and Vice President's addresses of record, as provided to the District.

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

Superintendent: _____

Date signed: _____

By: _____

Lance Stacy, President
Lake Dallas ISD Board of Trustees

Date signed: _____

DRAFT

Minutes of Regular Board Meeting

The Board of Trustees

Lake Dallas Independent School District

A Regular Meeting of the Board of Trustees of Lake Dallas Independent School District was held Monday, June 21, 2021, beginning at 5:30 PM at 104 Swisher Rd., Lake Dallas, TX 75065.

PRESENT: Board President Lance Stacy, Secretary Courtney Tankersley, Trustees Scott Baird, Mark Tucker, Stephen Richardson and Alicia McKinley and Interim Superintendent Gary Patterson

ABSENT: Vice President Chad Thiessen

1. Call to Order, Roll Call, and Establishment of Quorum – 5:30 PM

2. Closed Session – 5:31 PM

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- A. Private consultation with the Board's attorney (TGC 551.071)
- B. Discussing or deliberating appointment, employment, evaluation, reassignments, duties, discipline, or dismissal of a public officer (TGC 551.074)
- C. Discussing or deliberating the deployment, or specific occasions for implementation of security personnel or devices; or a security audit (TGC 551.076)
- D. Discussing or deliberating a public school child which reveals personally identifiable information (TGC 551.0821)

3. Reconvene to Open Session and Pledges of Allegiance

The Board reconvened to Open Session at 7:00 PM, and Karla Landrum led the Pledges of Allegiance.

4. Open Forum

Persons desiring to address the Board of Trustees were given the opportunity to sign up to speak. No one addressed the Board.

5. Consent Agenda Items

Consent Agenda Items are items identified as routine, procedural, informational or self-explanatory presented as a single motion to be acted on at one time. **It was MOVED by Mark Tucker and SECONDED by Courtney Tankersley to approve the consent agenda listed below:**

- A. Consideration/Approval of the Minutes of the May 17, 2021 REGULAR Board meeting.
- B. Consideration/Approval of the Minutes of the May 24, 2021 SPECIAL Board meeting.
- C. Consideration/Approval of Monthly Financial Statements
- D. Consideration/Approval of Budget Amendment #6

Budget Amendment # 6 amends the budget to reflect an increase in legal fees and for supplies needed for Corinth Elementary.

- E. Consideration/Approval of the results for Instructional/Office Supplies, Janitorial Supplies, Library Supplies and Athletic Supplies.
- F. Consideration/Approval of Professional New Hires for 2021-2022
Ashlee Smith was approved for hire as Assistant Principal at Corinth Elementary School, and Amanda Forman was approved for hire as Special Education Coordinator.
- G. Consideration/Approval of ESC XI Contracted Services Agreement
Region XI Educational Service Center provides multiple services to the District as part of an annual agreement. The 2021-2022 agreement includes 9 contracts: Comprehensive Services Basic Contract, Digital Learning Supplemental Video Streaming, HR Resources, Instructional Solutions & Support, Superintendent & School Board Training, Technology Services, TEKS Resource System, TEKS Bank, and TSDS (PEIMS/ECDS), and OnDataSuite.
- H. Instructional Coaching Agreement with ESCXI for the 21-22 school year
ESCXI provides instructional coaches who provide blended-learning professional development and mentoring for our new teachers. Additionally, the coaches provide support for the entire staff integrating lessons using Canvas. The coaching/mentoring partnership has been extremely successful in providing teachers with added support and helping us to retain new teachers.
- I. Consideration/Approval Memorandum of Understanding (MOU) Agreement between Health and Human Services Commission and Lake Dallas ISD to extend for two years the Foster Grandparent program that provides volunteer stations on our campuses
The Foster Grandparent Program serves a dual purpose in that it provides income-eligible adults, age 55 and older, with meaningful volunteer opportunities, while also meeting critical community needs by serving children with special and exceptional needs. The agreement will extend our MOU through August 31, 2023.
- J. Consideration/Approval of Denton Regional Day School Program for the Deaf Shared Services Arrangement Agreement by Resolution 2020-2021-6
Lake Dallas ISD is a part of the Denton Regional Day School Program for the Deaf (DRDSPD) as a Shared Services Arrangement with 25 area school districts. This resolution will continue the agreement for the provision of special education services for students in the 2021-2022 school year and into the future.

MOTION PASSED 6-0.

6. Action/Discussion Items

A. Consideration/Approval of 2021-2022 Board of Trustees Meeting Dates

2021-2022 School Board Meeting Dates for REGULAR meetings:

September 20, 2021
October 18, 2021
November 15, 2021
December 13, 2021
January 10, 2022
February 14, 2022
March 21, 2022
April 11, 2022
May 16, 2022
June 20, 2022
July 18, 2022
August 15, 2022

The four dates in **bold** do not fall on the 3rd Monday due to school holidays on those dates. (December 20 – Winter Holiday, January 17 - MLK Holiday, February 21 - Presidents Day Holiday, April 18 - Bad Weather Day) A special meeting for adopting the budget will be held on August 29, 2022. Dates for other special meetings including Team of 8 are not included.

Courtney Tankersley MOVED to approve the 2021-2022 School Board Meeting Dates. Stephen Richardson SECONDED. MOTION PASSED 6-0.

B. Nominate a District trustee for the Region 11, Position D seat on the TASB Board

No action taken on this item.

7. Reports

A. Construction Report

Bryan Sahrman from VLK Architects presented an overview of the current construction projects.

B. Personnel Update

Karla Landrum, Executive Director of HR presented the following teachers that were offered contracts by the Superintendent in accordance with DC(Local) giving the Superintendent authority to employ classroom teachers from May to August 31.

Bethany Townsend - SSE 2nd Grade, Brian Miller - LDHS, SS/Coach, Rachele Crawford – CE 5th Grade, Nicole Probst – LDHS Theater Arts, Rebekah White - LDHS English/Journalism, Sara Schmidt - LDMS/LDHS Librarian, Rachele Cole-Stephenson – LDHS Science, Deanna Rabalais - SPED, Behavior Coach/Rtl, Deborah Estrada – LDE BIL Interventionist, Donna Foster – LDE 2nd Grade, Elisha Holmes - SPED, Behavior Coach, Brian Daniel - SPED, Behavior Coach/Rtl, Cala High – SSE Behavior Coach/Rtl, Pedro Moreno - LDHS Teacher, Justin Foster – SSE Teacher, Estrella Tovar – SSE Teacher, Brandon Simpson – LDMS Teen Leadership/Coach, Melissa Cassaday – CE Teacher

C. Elementary and Secondary School Emergency Relief (ESSER) Fund

Dr. Marci Malcom presented a summary of LDISD’s Recovery Plan to address the needs the district faces as a results of COVID-19.

D. Review Budget Items for the 2021-22 school year

Wes Eversole presented the proposed campus budgets that total \$735,923. Campus budgets are based on a per-student allocation of the projected campus enrollment and the particular special program student population makeup of each campus.

Base Allocation based on a per pupil allocation

High School	\$154.29
Middle School	\$122.43
Elementary Schools	\$118.45

Special Program Allocation Multiplier

Bilingual/ ESL/ ALP	1.10
Economically Disadvantaged	1.20
Gifted & Talented	1.12
Special Education	1.50

Career and Tech Allocation

High School	\$128,664
Middle School	\$5,210

The athletic, band, and transportation summaries were also presented with an update regarding the 2021-2022 budget planning process.

E. Superintendent Report

Gary Patterson, Interim Superintendent, presented reports for discussion on the following topics.

1. Discussion of possibility of Board meetings to be on Zoom, recorded and archived. Following discussion, the Board requested that options from the Technology Department be presented at the next board meeting
2. Transportation/ Specifically Busing
The Board discussed the need to continue to use the state-required 2-mile transportation radius for bus service in the 2021-22 school year
3. Special Services-Organizational Structure & Process/ Procedures
The board discussed the Special Services-Organizational structure and how it will be evaluated by the new Superintendent in the coming months.
4. Grievance Process
The board discussed the grievance process and where it is located on the district website.

8. Review/Information Items

A. Legislative Update

The Board was provided with a *Post Session Review of the 87th Legislative Session* that included details and links to each of the education bills by topic including School Finance, Accountability, Curriculum and Operations, Digital Divide and Remote Instruction, Vouchers and Charter Schools.

B. Safety & Security Committee Report

The School Safety and Security Committee is a working group of individuals that serves the members of its school district by helping create and maintain a safe and secure school climate and culture for staff and students. The committee oversees the district Emergency Operations Plan and coordinates safety measures and responses with local emergency and law enforcement agencies. Mr. Randall Caldwell provided the report as well as a presentation that gave an overview of the report findings.

C. Lake Dallas ISD Events

Anthony Tosie, Director of Communications, presented summer event and camp information as well as details about the free summer meal program for children.

9. Closed Session – if needed

The Board did not move into closed session.

10. Adjournment

The meeting was adjourned at 9:15 pm.

Lance Stacy, Board President

Courtney Tankersley, Board Secretary

Minutes of Special Board Meeting

The Board of Trustees

Lake Dallas Independent School District

A Special Meeting of the Board of Trustees of Lake Dallas Independent School District was held Tuesday, June 22, 2021, beginning at 4:30 PM at 104 Swisher Rd., Lake Dallas, TX 75065.

PRESENT: Board President Lance Stacy, Board Vice President Chad Thiessen, Board Secretary Courtney Tankersley, Trustees Scott Baird, Mark Tucker, Alicia McKinley and Stephen Richardson and Interim Superintendent Gary Patterson

1. Call to Order, Roll Call, and Establishment of Quorum – 4:30 PM

2. Open Forum

Persons desiring to address the Board of Trustees were given the opportunity to sign up to speak. No one addressed the Board.

3. Closed Session – 4:33 PM

The open session of the meeting adjourned at 4:33 PM and the Board of Trustees entered closed session pursuant to one or more of the sections of the Texas Open Meetings Act (Chapter 551 of the Texas Government Code).

- Review, consider and discuss applicants for the superintendent position, pursuant to Tex. Gov't Code 551.074.
- Consultation with legal counsel regarding issues related to superintendent search process, pursuant to Tex. Gov't Code 551.071, 551.129.

4. Reconvene to Open Session

The Board reconvened to Open Session at 8:54 PM.

5. Take action, if any, resulting in closed session

No action was taken

6. Adjournment

The meeting was adjourned at 8:55 pm.

Lance Stacy, Board President

Courtney Tankersley, Board Secretary

Minutes of Special Board Meeting

The Board of Trustees

Lake Dallas Independent School District

A Special Meeting of the Board of Trustees of Lake Dallas Independent School District was held Wednesday, June 23, 2021, beginning at 4:30 PM at 104 Swisher Rd., Lake Dallas, TX 75065.

PRESENT: Board President Lance Stacy, Board Vice President Chad Thiessen, Board Secretary Courtney Tankersley, Trustees Scott Baird, Mark Tucker, Alicia McKinley and Stephen Richardson and Interim Superintendent Gary Patterson

1. Call to Order, Roll Call, and Establishment of Quorum – 4:30 PM

2. Open Forum

Persons desiring to address the Board of Trustees were given the opportunity to sign up to speak. No one addressed the Board.

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- Review, consider and discuss applicants for the superintendent position, pursuant to Tex. Gov't Code 551.074.
- Consultation with legal counsel regarding issues related to superintendent search process, pursuant to Tex. Gov't Code 551.071, 551.129.

4. Reconvene to Open Session

The Board reconvened to Open Session at 7:25 PM.

5. Take action, if any, resulting in closed session

No action was taken

6. Adjournment

The meeting was adjourned at 7:26 pm.

Lance Stacy, Board President

Courtney Tankersley, Board Secretary

Minutes of Special Board Meeting

The Board of Trustees

Lake Dallas Independent School District

A Special Meeting of the Board of Trustees of Lake Dallas Independent School District was held Thursday, June 24, 2021, beginning at 4:30 PM at 104 Swisher Rd., Lake Dallas, TX 75065.

PRESENT: Board President Lance Stacy, Board Vice President Chad Thiessen, Board Secretary Courtney Tankersley, Trustees Scott Baird, Mark Tucker, Alicia McKinley and Stephen Richardson and Interim Superintendent Gary Patterson

1. Call to Order, Roll Call, and Establishment of Quorum – 4:30 PM

2. Open Forum

Persons desiring to address the Board of Trustees were given the opportunity to sign up to speak. No one addressed the Board.

3. Closed Session – 4:30 PM

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- Review, consider and discuss applicants for the superintendent position, pursuant to Tex. Gov't Code 551.074.
- Consultation with legal counsel regarding issues related to superintendent search process, pursuant to Tex. Gov't Code 551.071, 551.129.

4. Reconvene to Open Session

The Board reconvened to Open Session at 7:55 PM.

5. Take action, if any, resulting in closed session

No action was taken

6. Adjournment

The meeting was adjourned at 7:55 pm.

Lance Stacy, Board President

Courtney Tankersley, Board Secretary

Minutes of Special Board Meeting

The Board of Trustees

Lake Dallas Independent School District

A Special Meeting of the Board of Trustees of Lake Dallas Independent School District was held on Monday, June 28, 2021, beginning at 4:30 PM at 104 Swisher Rd., Lake Dallas, TX 75065.

PRESENT: Board President Lance Stacy, Board Vice President Chad Thiessen, Board Secretary Courtney Tankersley, Trustees Scott Baird, Mark Tucker, Alicia McKinley and Stephen Richardson and Interim Superintendent Gary Patterson

1. Call to Order, Roll Call, and Establishment of Quorum – 4:30 PM

2. Open Forum

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3. Closed Session – 4:31 PM

The open session of the meeting adjourned at 4:31 PM and the Board of Trustees entered closed session pursuant to one or more of the sections of the Texas Open Meetings Act (Chapter 551 of the Texas Government Code).

- Review, consider and discuss applicants for the superintendent position, pursuant to Tex. Gov't Code 551.074.
- Consultation with legal counsel regarding issues related to superintendent search process, pursuant to Tex. Gov't Code 551.071, 551.129.

4. Reconvene to Open Session

The Board reconvened to Open Session at 9:05 PM.

5. Consider and take possible action to name lone finalist for Superintendent position

Courtney Tankersley MOVED to name Dr. Mike Rockwood as lone finalist for LDISD Superintendent and approve Walsh Gallegos to prepare the contract as discussed in closed session. Scott Baird SECONDED. MOTION PASSED 7-0.

6. Adjournment

The meeting was adjourned at 9:07 pm.

Lance Stacy, Board President

Courtney Tankersley, Board Secretary

Minutes of Special Board Meeting

The Board of Trustees

Lake Dallas Independent School District

A Special Meeting of the Board of Trustees of Lake Dallas Independent School District was held on Thursday, July 1, 2021, beginning at 11:30 AM at 104 Swisher Rd., Lake Dallas, TX 75065.

PRESENT: Board President Lance Stacy, Board Vice President Chad Thiessen, Board Secretary Courtney Tankersley, Trustees Scott Baird, Mark Tucker, Alicia McKinley and Stephen Richardson and Interim Superintendent Gary Patterson

1. Call to Order, Roll Call, and Establishment of Quorum – 11:30 AM

2. Open Forum

Persons desiring to address the Board of Trustees were given the opportunity to sign up to speak. No one addressed the Board.

3. Closed Session

The Board did not move to closed session.

4. Reconvene to Open Session

5. Consider and take possible action, if any, resulting from closed session.

Interim Superintendent Gary Patterson presented the recommendation of district administration that the Board name Mollie Avelino Principal at Lake Dallas High School and Jason Young as Head Football Coach at Lake Dallas High School.

Courtney Tankersley MOVED to name Mollie Avelino as Lake Dallas High School Principal. Scott Baird SECONDED. MOTION PASSED 7-0.

Chad Thiessen MOVED to name Jason Young as Head Football Coach at Lake Dallas High School. Mark Tucker SECONDED. MOTION PASSED 7-0.

Ms. Avelino and Coach Young both took the opportunity to thank the Board for their support and confidence.

6. Adjournment

The meeting was adjourned at 11:37 am.

Lance Stacy, Board President

Courtney Tankersley, Board Secretary

LAKE DALLAS ISD
 COMPARISON OF REVENUE AND EXPENDITURES
 GENERAL FUND
 MAY 2021

	Prior Month YTD	Current Month YTD	Current Budget	Balance	%
REVENUE					
Local Revenue	23,197,003	23,478,097	23,381,945	(96,152)	100.4%
State Revenue	9,460,972	10,369,281	15,932,967	5,563,686	65.1%
Federal Revenue	701,610	704,303	666,462	(37,841)	105.7%
Total Revenue	33,359,585	34,551,681	39,981,374	5,429,693	86.4%
EXPENDITURES					
Instruction	15,000,334	16,974,849	23,414,806	6,439,957	72.5%
Inst. Res./Media Services	374,287	421,357	572,031	150,674	73.7%
Curriculum Dev. & Inst. Staff Devel	604,910	676,631	917,565	240,934	73.7%
Inst. Leadership	343,000	378,089	585,898	207,809	64.5%
School Leadership	1,547,059	1,741,568	2,340,916	599,348	74.4%
Guidance/Counseling/Evaluation	782,970	878,329	1,286,108	407,779	68.3%
Social Work Services	8,381	9,429	21,336	11,907	44.2%
Health Services	230,029	260,236	373,619	113,383	69.7%
Pupil Transportation	999,477	1,134,759	1,644,906	510,147	69.0%
Cocurr./Extracurr. Activities	842,354	937,543	1,227,111	289,568	76.4%
Gen Administration	1,077,494	1,199,302	1,557,426	358,124	77.0%
Plant Maintenance & Operations	2,958,330	3,252,970	5,071,031	1,818,061	64.1%
School Monitoring Services	145,293	150,782	303,574	152,792	49.7%
Data Processing Services	628,070	672,936	917,698	244,762	73.3%
Facilities Acq. & Construction	12,892	12,892	25,000	12,108	51.6%
Payments to JJAEP Program	1,386	4,752	6,800	2,048	69.9%
Other Intergovernmental Charges	152,111	152,111	205,600	53,489	74.0%
Total Expenditures	25,708,378	28,858,536	40,471,425	11,612,889	71.3%
Grand Revenue Totals	33,359,585	34,551,681	39,981,374		
Grand Expenditure Totals	25,708,378	28,858,536	40,471,425		
Grand Totals	7,651,207	5,693,145	(490,051)		

LAKE DALLAS ISD
 COMPARISON OF REVENUE AND EXPENDITURES
 FOOD SERVICE FUND
 MAY 2021

	Prior Month YTD	Current Month YTD	Current Budget	Balance	%
REVENUE					
Local Revenue	135,330	146,672	767,669	620,997	19.1%
State Revenue	27,717	29,185	9,385	(19,800)	311.0%
Federal Revenue	1,156,953	1,334,633	1,187,985	(146,648)	112.3%
Total Revenue	1,319,999	1,510,489	1,965,039	454,550	76.9%
EXPENDITURES					
Food Service	1,179,278	1,328,985	1,964,054	635,069	67.7%
Total Expenditures	1,179,278	1,328,985	1,964,054	635,069	67.7%
Grand Revenue Totals	1,319,999	1,510,489	1,965,039		
Grand Expenditure Totals	1,179,278	1,328,985	1,964,054		
Grand Totals	140,721	181,505	985		

LAKE DALLAS ISD
 COMPARISON OF REVENUE AND EXPENDITURES
 DEBT SERVICE FUND
 MAY 2021

	Prior Month YTD	Current Month YTD	Current Budget	Balance	%
REVENUE					
Local Revenue	10,821,740	10,926,828	11,183,509	256,681	97.7%
State Revenue	158,963	158,963	0	(158,963)	0.0%
Total Revenue	10,980,703	11,085,791	11,183,509	97,718	99.1%
EXPENDITURES					
Debt Services	2,819,091	2,819,091	11,053,182	8,234,091	25.5%
Total Expenditures	2,819,091	2,819,091	11,053,182	8,234,091	25.5%
Grand Revenue Totals	10,980,703	11,085,791	11,183,509		
Grand Expenditure Totals	2,819,091	2,819,091	11,053,182		
Grand Totals	8,161,612	8,266,700	130,327		

LAKE DALLAS ISD
BALANCE SHEET
GENERAL FUND, FOOD SERVICE AND DEBT SERVICE
AS OF MAY 31, 2021

General Fund

Cash & Investments	44,556,081
Receivables	1,246,984
Deferred Expenses	42,758
Total Assets	<u>45,845,823</u>

Current Payables	(27,597,068)
Accrued Expenses	(41,117)
Deferred Revenue	(347,778)
Total Liabilities	<u>(27,985,963)</u>

Reserve for Encumbrances	970,606
Undesig. Fund Balance	(17,859,860)
Reserve for Encumbrances	(970,606)
Total Equity	<u>(17,859,860)</u>

Food Service

Cash & Investments	1,115,580
Receivables	177,680
Total Assets	<u>1,293,260</u>

Current Payables	(689,796)
Accrued Expenses	(28,253)
Total Liabilities	<u>(718,049)</u>

Reserve for Food Encumbrances	(404,218)
Undesig. Fund Balance	(223,865)
Reserve for Encumbrances	52,871
Total Equity	<u>(575,212)</u>

Debt Services

Cash & Investments	9,750,688
Receivables	565,989
Total Assets	<u>10,316,677</u>

Current Payables	0
Deferred Revenue	(149,507)
Total Liabilities	<u>(149,507)</u>

Reserve for Long Term Debt	(1,604,558)
Undesig. Fund Balance	(8,562,612)
Total Equity	<u>(10,167,170)</u>

Lake Dallas ISD
Summary Of Tax Collections Comparison
May 2021

<u>Current Tax Collections</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>
Current Tax Roll Status:	\$35,179,135	\$34,413,500	\$32,624,616
+/- Supplemental Adjustments	944,340	251,880	479,577
Balance Taxes Due After Adjustments	<u>36,123,475</u>	<u>34,665,380</u>	<u>33,104,192</u>
Current Collection Activity:			
General Operating Fund	22,775,495	22,301,003	22,022,242
Debt Service Fund	10,842,375	10,437,612	9,379,232
Total Current Collections	<u>33,617,870</u>	<u>32,738,615</u>	<u>31,401,474</u>
Unpaid Current Taxes Due @ End of Month	2,505,606	1,926,765	1,702,719
Collection % to Current Tax Role	93.06%	94.44%	94.86%

Delinquent Tax Collections

Prior Years Delinquent Tax Roll:	530,140	556,060	611,581
+/- Supplemental Adjustments	(126,036)	(21,133)	47,642
Balance Taxes Due After Adjustments	<u>404,104</u>	<u>534,927</u>	<u>659,223</u>
Delinquent Collection Activity:			
Less General Operating Funds Collected	-13,558	55,653	175,495
Less Debt Service Collected	(6,019)	23,768	72,039
Total Delinquent Collections	<u>-19,578</u>	<u>79,421</u>	<u>247,534</u>
Unpaid Delinquent Taxes Due @ End of Month	423,682	455,506	411,689
Collection % to Delinquent Tax Role	-4.84%	14.85%	37.55%

Penalties, Interest, Attorney Fees

Penalties and Interest:			
Penalty and Interest Paid On Taxes	72,236	86,566	140,837
Amount Paid to Tax Attorney	14,104	12,332	29,054
Total Penalties, Interest, Attorney Fees	<u>86,340</u>	<u>98,898</u>	<u>169,891</u>

Collection Summary

Current Taxes Collected	33,617,870	32,738,615	31,401,474
Delinquent Taxes Collected	-19,578	79,421	247,534
Penalties, Interest, Attorney Fees	86,340	98,898	169,891
Total Tax Collections	<u>33,684,632</u>	<u>32,916,934</u>	<u>31,818,899</u>
Total Unpaid Current Taxes Due @ End of Month	2,505,606	1,926,765	1,702,719
Total Unpaid Delinquent Taxes Due @ End of Month	423,682	455,506	411,689
Total Taxes Outstanding	<u>2,929,287</u>	<u>2,382,271</u>	<u>2,114,407</u>

LAKE DALLAS ISD

QUARTERLY INVESTMENT REPORT
 QUARTER ENDED MAY 31, 2021

SUMMARY OF FIXED TERM INVESTMENTS

FUND	INVESTMENT INSTRUMENT	PURCHASE DATE	INVESTED AMOUNT	STATED YIELD	MATURITY DATE	MARKET VALUE	MATURITY VALUE	MATURITY INTEREST
NONE	***	***	***	***	***	***	***	***
TOTAL INVESTMENTS BY FUND								
GENERAL FUND			3,391,666					
INTEREST AND SINKING ACTIVITY			9,737,938					
CONSTRUCTION			348,649					
			<u>8,319,298</u>					
TOTAL INVESTMENTS			21,797,551					

The Lake Dallas Independent School district complies to the objectives and policies adopted by the Lake Dallas School Board. The objectives and priorities of the investment policy of Lake Dallas Independent School District are as listed: To comply with the laws of the State of Texas as defined in Government Code 10 (Chapter 2256), known as the "Public Funds Investment Act". To provide for the safety of principal of all Lake Dallas ISD funds. To provide sufficient funds to meet the cash needs of the continuing operations of Lake Dallas ISD. To earn the highest possible rates of return on investments consistent with foregoing objectives and guidelines. To allow for diversification in the types, issues and maturities of investments so as to avoid incurring unreasonable and avoidable risks. To maintain the highest professional and ethical standards as custodians of the public trust.

Wes Eversole

 Wes Eversole, Deputy Superintendent/CFO, District Investment Officer

7/15/2021

 Date

Administrative New Hires and Reassignments for 2021-2022

Administrative New Hires:

Name	Position	Campus	University	Degree	Experience Total/Admin	Certification/License
Christina Cottongame	Assistant Superintendent of C&I	Admin.	Texas A&M Commer	MS	27/15	Principal EC-12 Superintendent EC-12 Elementary Reading 1-8 Elementary Mathematics 1-8
Clint Rushing	Assistant Principal	LDHS	Lamar University	MEd	13/0	Principal EC-12 Physics 8-12 Science 8-12
Adam Bennett	Director of Communications	Admin	Liberty University	MA	9	n/a

Administrative Reassignments:

Name	Position	Campus	University	Degree	Experience Total/Admin	Certification/License
Shelly Wendt	Director of Elementary Curriculum and Instruction	Admin	SFA	MEd	22/9	Principal K-12 Elem. Self-Contained 1-6 Bilingual/ESL Spanish 1-6
John Modica	Director of Secondary Curriculum and Instruction	Admin	U NT	MEd	10/6	Principal EC-12 Science 8-12 Mathematics 8012
Arely Potts	Assistant Principal	LDHS	Concordia University	MEd	11/3	Principal EC-12 Generalist EC-6 Bilingual Generalist-Spanish EC-4
Kerri Blevins	Principal	LDE	Lamar University	MEd	24/8	Principal 1-8 Reading 1-8 ESL

Explanatory Notes

TASB Localized Policy Manual Update 117

Lake Dallas ISD

AIC(LEGAL)

ACCOUNTABILITY: INTERVENTIONS AND SANCTIONS

Administrative Code provisions amended effective January 5, 2021, address program performance regarding certain special student populations. The rules address supervision and monitoring reviews and require the commissioner to assign districts an annual determination level based on performance of the special student populations.

BBC(LEGAL)

BOARD MEMBERS: VACANCIES AND REMOVAL FROM OFFICE

We have streamlined the reference to CH(LEGAL) regarding board member removal for purchasing violations.

BBD(EXHIBIT)

BOARD MEMBERS: TRAINING AND ORIENTATION

As approved by the State Board of Education in November 2020, the Framework for School Board Development has been extensively revised.

BJCE(LEGAL)

SUPERINTENDENT: SUSPENSION/TERMINATION DURING CONTRACT

Changes to this legally referenced policy on suspension of the superintendent without pay and termination during the contract term were prompted by Administrative Code revisions effective January 11, 2021.

C(LEGAL)

BUSINESS AND SUPPORT SERVICES

The C Section table of contents has been revised to rename CHE to Vendor Disclosures and Contracts.

CBB(LEGAL)

STATE AND FEDERAL REVENUE SOURCES: FEDERAL

The federal Department of Education issued correcting amendments to the Uniform Guidance for Grants and Agreements, effective February 22, 2021, resulting in a change to the provisions on cooperative purchasing in this legally referenced policy. Citations have also been updated.

CH(LEGAL)

PURCHASING AND ACQUISITION

Update 117 includes a reorganization of the purchasing and facilities construction legally referenced policies in the CH and CV series.

As part of the reorganization, we have:

- Added cross-references to other pertinent policy codes to eliminate duplicated material;
- Added existing provisions on site-based purchasing;
- Reordered and adjusted provisions for clarity and to better match statutory wording;
- Moved to CHE(LEGAL) provisions on required vendor disclosures and contract provisions and lobbying restrictions; and
- Moved detailed provisions on competitive bidding to CVA(LEGAL).

Provisions on purchasing recycled products were added from new Administrative Code rules, effective July 2, 2020.

CH(LOCAL)

PURCHASING AND ACQUISITION

The major winter storms earlier this year caused extensive damage to many district facilities. Based on district requests for additional flexibility in such emergency circumstances, we recommend a new provision delegating authority to the superintendent to contract for the replacement, construction, or repair of equipment or facilities in the event of a catastrophe, emergency, or natural disaster affecting the district if

Explanatory Notes

TASB Localized Policy Manual Update 117

Lake Dallas ISD

emergency replacement, construction, or repair is necessary for the health and safety of district students and staff. The superintendent must report to the board any contracts made under the delegated authority at the next regular meeting.

The recommended text also clarifies that the delegation *does not* permit the superintendent to act under Education Code 44.031(h) to make purchases without following normal competitive purchasing requirements; the board must take action to waive any Chapter 44 provisions in accordance with law.

The recommended delegation provision is optional. Please carefully review the new text to ensure it aligns with the district's practices and contact the district's policy consultant if your district does not wish to add this provision or has other revisions.

TASB Legal Services' eSource article [Emergency Management for Texas Public Schools](#) provides additional information on purchasing in emergency situations.

The *Legal Issues in Update 117* memo describes common legal concerns and best practices specific to [this policy topic](#).

CHE(LEGAL) PURCHASING AND ACQUISITION: VENDOR DISCLOSURES AND CONTRACTS

This legally referenced policy has been reorganized to focus on required vendor disclosures and contract provisions. This material has been moved from CH(LEGAL).

In addition, we have:

- Included references to other pertinent codes and deleted material duplicated at other policy codes; and
- Reordered and adjusted provisions for clarity and to better match statutory wording.

CL(LEGAL) BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT

New Administrative Code rules, effective July 2, 2020, prompted revisions to provisions on recycling programs.

Provisions on pool sanitation and safety standards have been streamlined to refer to the relevant legal guidance.

CV(LEGAL) FACILITIES CONSTRUCTION

Update 117 includes a reorganization of the purchasing- and construction-related legally referenced policies in the CH and CV series.

As part of the reorganization, we have:

- Added cross-references to other pertinent policy codes to eliminate duplicated material; and
- Reordered and adjusted provisions for flow and to better match statutory wording.

CV(LOCAL) FACILITIES CONSTRUCTION

For ease of reference and to align with recommended changes at CH(LOCAL) on delegation to the superintendent for emergency contracting, Policy Service recommends adding a Note referring to CH(LOCAL) for those provisions.

The *Legal Issues in Update 117* memo describes common legal concerns and best practices specific to [this policy topic](#).

Explanatory Notes

TASB Localized Policy Manual Update 117

Lake Dallas ISD

CVA(LEGAL)

FACILITIES CONSTRUCTION: COMPETITIVE BIDDING

Provisions on identical, competitive bids have been moved from CH(LEGAL). In addition, a provision on making bid evaluations public has been moved to this policy from CV(LEGAL). Other revisions are to delete material duplicated at other policy codes and adjust language for clarity and to better match statutory wording.

CVB(LEGAL)

FACILITIES CONSTRUCTION: COMPETITIVE SEALED PROPOSALS

A cross-reference has been added to procurement processes included at other policy codes, and duplicated material has been deleted. Other revisions are to adjust language for clarity and to better match statutory wording.

CVC(LEGAL)

FACILITIES CONSTRUCTION: CONSTRUCTION MANAGER-AGENT

Additional detail has been added regarding the construction manager-agent method. A cross-reference has been added to procurement processes included at other policy codes, and duplicated material has been deleted. Other revisions are to adjust language for clarity and to better match statutory wording.

CVD(LEGAL)

FACILITIES CONSTRUCTION: CONSTRUCTION MANAGER-AT-RISK

Additional detail has been added regarding the construction manager-at-risk method. A cross-reference has been added to procurement processes included at other policy codes, and duplicated material has been deleted. Other revisions are to adjust language for clarity and to better match statutory wording.

CVE(LEGAL)

FACILITIES CONSTRUCTION: DESIGN-BUILD

A cross-reference has been added to procurement processes included at other policy codes, duplicated material has been deleted, and provisions have been reordered for flow. Other revisions are to adjust language for clarity and to better match statutory wording.

CVF(LEGAL)

FACILITIES CONSTRUCTION: JOB ORDER CONTRACTS

A cross-reference has been added to procurement processes included at other policy codes, duplicated material has been deleted, and provisions have been reordered for flow. Other revisions are to adjust language for clarity and to better match statutory wording.

DEC(LOCAL)

COMPENSATION AND BENEFITS: LEAVES AND ABSENCES

The events of the past year have highlighted the need for additional flexibility regarding administration of leave. TASB Policy, Legal, and HR Services collaborated on the recommended revisions to this policy, which remove administrative details not required to be in board policy and that may be more appropriately addressed elsewhere, such as in the employee handbook.

To support the removal of these administrative details, a new paragraph directs the superintendent to develop administrative regulations to implement the policy. [Remember that BJA(LOCAL) permits the superintendent to delegate this responsibility as appropriate.] In addition, TASB HR Services has:

- Created a corresponding [Framework for Developing Leaves and Absences Procedures](#), with prompts and placeholders for administrative decisions; and
- Revised the 2021–22 *Model Employee Handbook* to address administrative provisions removed from the policy.

Other changes include:

- Adding a definition of *school year* that aligns with terminology in the TASB sample contracts and that provides context for references to the term elsewhere in the policy.

Explanatory Notes

TASB Localized Policy Manual Update 117

Lake Dallas ISD

- Relocating provisions on concurrent use of leave and compensatory time to the sections addressing temporary disability leave and family and medical leave.
- Streamlining of family and medical leave provisions to eliminate information not necessary in board-adopted policy.
- Adding a clear statement to reflect that the district does not permit paid leave offset in conjunction with workers' compensation benefits.

New recommended provisions on state personal leave clarify that the district will also consider how the duration of the requested absence affects the educational program and district operations.

The *Legal Issues in Update 117* memo describes common legal concerns and best practices specific to [this policy topic](#).

EHAA(LEGAL) BASIC INSTRUCTIONAL PROGRAM: REQUIRED INSTRUCTION (ALL LEVELS)

New Administrative Code rules address the requirement for districts to provide instruction in positive character traits, which can be met through a stand-alone course or by integrating the TEKS into other courses. The rules address the frequency of instruction by grade bands and are effective for the 2021–22 school year.

EHBA(LEGAL) SPECIAL PROGRAMS: SPECIAL EDUCATION

Revised Administrative Code rules, effective March 14, 2021, address various special education provisions and:

- Provide more detail on instructional arrangements;
- Include a definition of *regular school day* for the purpose of determining the instructional arrangement; and
- Update citations to funding statutes.

EHBAA(LEGAL) SPECIAL EDUCATION: IDENTIFICATION, EVALUATION, AND ELIGIBILITY

Provisions on a district's obligation to refer for evaluation and the definition of a *child with a disability* have been updated based on revised Administrative Code rules, effective March 14, 2021. Other changes are to better reflect statute.

EHBAB(LEGAL) SPECIAL EDUCATION: ARD COMMITTEE AND INDIVIDUALIZED EDUCATION PROGRAM

As a result of revised Administrative Code rules effective March 14, 2021, we have updated text regarding establishment of the admission, review, and dismissal (ARD) committee and added a provision addressing a district's overall responsibility for all of the functions of the IEP team and ARD committee. Citations have also been updated.

EHBAC(LEGAL) SPECIAL EDUCATION: STUDENTS IN NONDISTRICT PLACEMENT

From revised Administrative Code rules effective March 14, 2021, we have added a provision requiring the district to notify TEA within 30 calendar days of an ARD committee's decision to place a student in a residential education program.

Explanatory Notes

TASB Localized Policy Manual Update 117

Lake Dallas ISD

EHBAD(LLEGAL) SPECIAL EDUCATION: TRANSITION SERVICES

Revised Administrative Code rules, effective March 14, 2021, prompted a revision to the graduation provisions and updates to cites throughout this legally referenced policy.

EHBC(LLEGAL) SPECIAL PROGRAMS: COMPENSATORY/ACCELERATED SERVICES

Revisions regarding approval of an optional flexible school day program are from revised Administrative Code rules, effective December 6, 2020.

EIF(LLEGAL) ACADEMIC ACHIEVEMENT: GRADUATION

Details have been added on the graduation of students receiving special education services who entered grade nine after the 2014–15 school year. The changes come from revised Administrative Code rules effective March 14, 2021.

In addition, we have replaced detailed provisions on graduation of students receiving special education services who entered grade nine before the 2014–15 school year with a reference to the relevant Administrative Code provision. Citations have been updated throughout.

EKB(LLEGAL) TESTING PROGRAMS: STATE ASSESSMENT

In accordance with House Bill 3906 (86th Legislative Session) and effective September 1, 2021, the reference to the separate writing assessment in grades 4 and 7 has been removed.

EL(LLEGAL) CAMPUS OR PROGRAM CHARTERS

We have added provisions that a district is entitled to additional state aid if the district was under contract during the 2017–18 school year or is under renewal of such a contract to jointly operate a campus or campus program under Education Code 11.157 (Contracts for Educational Services). Details may be found in revised Administrative Code rules, effective March 30, 2021.

FFAC(LLEGAL) WELLNESS AND HEALTH SERVICES: MEDICAL TREATMENT

New Administrative Code rules, effective February 18, 2021, address maintenance and administration of unassigned asthma medication for districts that choose to implement such a program. Contact your policy consultant if your district has a program but lacks local policy provisions.

See FFAC in the [TASB Regulations Resource Manual](#).



(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.

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.

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

Contact:	School Districts and Education Service Centers	Community Colleges
	policy.service@tasb.org	colleges@tasb.org
	800.580.7529 512.467.0222	800.580.1488 512.467.3689

PURCHASING AND ACQUISITION

CH
(LOCAL)

**Purchasing
Authority**

The Board delegates to the Superintendent the authority to make budgeted purchases for goods or services. However, any single, budgeted purchase of goods or services that costs ~~\$50,000~~ \$50,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place.

Exception for
Emergency
Contracts

In the event of a catastrophe, emergency, or natural disaster affecting the District, the Board delegates to the Superintendent the authority to contract for the replacement, construction, or repair of school equipment or facilities in accordance with law, if emergency replacement, construction, or repair is necessary for the health and safety of District students and staff. The Superintendent shall report to the Board at the next regular meeting any contract made under this authority. [See Disaster Exception, CH(LEGAL)]

The delegation regarding emergency contracts does not waive competitive purchasing requirements under Education Code Chapter 44. Only the Board is authorized to waive competitive purchasing requirements under limited circumstances in accordance with Education Code 44.031(h). [See Emergency Damage or Destruction, CH(LEGAL)]

Purchasing
Procedures

The Superintendent shall develop purchasing procedures to implement the requirements of state and federal law. [See also CB, CBB, CH(LEGAL), and COA]

Purchasing Method

The Board delegates to the Superintendent the authority to determine the method of purchasing in accordance with CH(LEGAL) or CBB(LEGAL), as appropriate.

*Competitive
Bidding*

If competitive bidding is chosen as the purchasing method, the Superintendent shall prepare bid specifications. All bids shall be in accordance with administrative regulations, and the submission of any electronic bids shall also be in accordance with Board-adopted rules. All bidders shall be invited to attend the bid opening. Any bid may be withdrawn prior to the scheduled time for opening. Bids received after the specified time shall not be considered.

The District may reject any and all bids in accordance with state or federal law, as applicable.

*Competitive
Sealed Proposals*

If competitive sealed proposals are chosen as the purchasing method, the Superintendent shall prepare the request for proposals and/or specifications for items to be purchased. All proposals shall be in accordance with administrative regulations, and the submission of any electronic proposals shall also be in accordance with Board-adopted rules. Proposals received after the specified time shall not be considered. Proposals shall be opened at the time

PURCHASING AND ACQUISITION

CH
(LOCAL)

specified, and all proposers shall be invited to attend the proposal opening. Proposals may be withdrawn prior to the scheduled time of opening. Changes in the content of a proposal, and in prices, may be negotiated after proposals are opened.

The District may reject any and all proposals in accordance with state or federal law, as applicable.

Electronic Bids or Proposals

Bids or proposals that the District has chosen to accept through electronic transmission shall be administered in accordance with Board-adopted rules. Such rules shall safeguard the integrity of the competitive procurement process; ensure the identification, security, and confidentiality of electronic bids or proposals; and ensure that the electronic bids or proposals remain effectively unopened until the proper time.

Responsibility for Debts

The Board shall assume responsibility for debts incurred in the name of the District so long as those debts are for purchases made in accordance with the adopted budget, state law, Board policy, and the District's purchasing procedures. [See CE] The Board shall not be responsible for debts incurred by persons or organizations not directly under Board control. Persons making unauthorized purchases shall assume full responsibility for all such debts.

Purchase Commitments

All purchase commitments shall be made by the Superintendent in accordance with administrative procedures, including the District's purchasing procedures.

Personal Purchases

District employees shall not be permitted to make purchases for personal use through the District's business office.

Compliance with Law

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

Construction Contracts

The Board delegates to the Superintendent the authority to determine, prior to advertising, the project delivery/contract award method to be used for each construction contract valued at or above \$50,000. [See CV series generally and CBB(LEGAL) for requirements if federal funds are involved.]

For construction contracts valued at or above \$50,000, the Superintendent shall submit the resulting contract to the Board for approval. Lesser expenditures for construction and construction-related materials or services shall be at the discretion of the Superintendent and consistent with law and policy. [See also CH and CBB(LEGAL)]

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

Change Orders

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

Project Administration

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

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

Final Payment

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

**Leave
Administration**

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

Definitions

The term “immediate family” is defined as:

Immediate Family

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

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

Family Emergency

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

Leave Day

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

School Year

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

**Catastrophic Illness
or Injury**

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

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

Availability

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

State Earning Local Leave

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

Deductions

~~Leave Without Pay~~

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

~~Leave Proration~~

~~Employed for Less Than Full Year~~

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

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

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

~~Employed for Full Year~~

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

Recording

~~Leave shall be recorded as follows:~~

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

Order of Use

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

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

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

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

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

Concurrent Use of Leave

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

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

~~An employee receiving workers' compensation income benefits may be eligible for paid or unpaid leave. An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.~~

Medical Certification

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

1. The employee is absent more than five consecutive workdays because of personal illness or illness in the immediate family;
2. The District requires medical certification due to a questionable pattern of absences or when deemed necessary by the supervisor or Superintendent; **or**
- ~~3.~~ **3.** The employee requests FMLA leave for the employee's serious health condition; **a serious health condition** ~~or that~~ of the **employee's** spouse, parent, or child; **or**
- ~~4.3.~~ **4.3.** **The employee requests FMLA leave** for military caregiver **leave purposes.**

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

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

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

State Personal Leave	The Board requires employees to differentiate the manner in which state personal leave is used. ÷
Nondiscretionary/Non-Discretionary Use	<p>4.4. Nondiscretionary/Non-discretionary use of leave shall be for the same reasons and in the same manner as state sick leave accumulated before May 30, 1995. [See DEC(LEGAL)]</p> <p>Nondiscretionary/Non-discretionary use includes leave related to the birth or placement of a child and taken within the first year after the child's birth, adoption, or foster placement.</p>
Discretionary Use	<p>2.5. Discretionary use of leave is at the individual employee's discretion, subject to limitations set out below.</p> <p><i>Limitations</i></p> <p>Request for Leave</p> <p>In deciding whether to approve or deny a The employee shall submit a written request for discretionary use of state personal leave, to the immediate supervisor or designee in advance in accordance with administrative regulations. In deciding whether to approve or deny state personal leave, the supervisor or designee shall not seek or consider the reasons for which an employee requests to use leave. The supervisor or designee shall, however, consider the duration of the requested absence in conjunction with the effect of the employee's absence on the educational program and/or District operations, as well as the availability of substitutes.</p>
Duration of Leave	Discretionary use of state personal leave shall not exceed five consecutive workdays.
Local Leave	<p>Each employeeAll employees shall earn five paid local leave days per school year in accordance with administrative regulations.</p> <p>Local leave shall accumulate to a maximum of 20 leave days.</p> <p>Local leave shall be used according to the terms and conditions of state personal leave. [See State Personal LeaveSTATE PERSONAL LEAVE, above]</p>
Sick Leave Pool	<p>An employee who has exhausted all paid leave as well as any applicable compensatory time and who suffers from a catastrophic illness or injury or is absent due to the catastrophic illness or injury of a member of the employee's immediate family may request the establishment of a sick leave pool, to which District employees may donate only local leave for use by the eligible employee.</p> <p>If the employee is unable to submit the request, a member of the employee's family or the employee's supervisor may submit the request to establish a sick leave pool.</p> <p>The pool shall cease to exist when the employee no longer needs leave for the purpose requested, uses the maximum number of</p>

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

days allowed under a pool, or exhausts all leave days donated to the sick leave pool.

The Superintendent ~~or designee~~ shall develop regulations for the implementation of the sick leave pool that address the following:

1. Procedures to request the establishment of a sick leave pool;
2. The maximum number of days an employee may donate to a sick leave pool;
3. The maximum number of days per school year an eligible employee may receive from a sick leave pool; and
4. The return of unused days to donors.

Appeal

An employee may appeal a decision. All decisions regarding the establishment or implementation of the District's sick leave pool ~~may be appealed~~ in accordance with DGBA(LOCAL), beginning with the Superintendent or ~~appropriate administrator~~ designee.

Family and Medical Leave

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

Note: See DECA(LEGAL) for provisions addressing FMLA.

Twelve-Month Period

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

Combined Leave for Spouses

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

Intermittent or Reduced Schedule Leave

The District shall permit use of intermittent or reduced schedule FMLA leave for the care of a newborn child or for the adoption or placement of a child with the employee. ~~{See DECA(LEGAL) for use of intermittent or reduced schedule leave due to a medical necessity.}~~

Certification of Leave

~~When~~ If an employee requests leave, the employee shall provide certification, in accordance with ~~as required by~~ FMLA regulations, of the need for leave. ~~{See DECA(LEGAL)}~~

Fitness-for-Duty Certification

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

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

~~employee's ability to perform essential job functions, the District shall provide a list of essential job functions to the employee with the FMLA designation notice.~~

~~Leave at the End of Semester~~ Leave

~~When~~If a teacher takes leave near the end of the semester, the District may require the teacher to continue leave until the end of the semester. [See ~~DECA(LEGAL), LEAVE AT THE END OF A SEMESTER~~]

~~Failure to Return~~

~~If, at the expiration of FMLA leave, the employee is able to return to work but chooses not to do so, the District may require reimbursement of premiums paid by the District during the leave. [See DECA(LEGAL), RECOVERY OF BENEFIT COST]~~

Temporary Disability Leave

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

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

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

Workers' Compensation

Note: Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the District's contribution to health insurance. [See ~~CRD(LOCAL) regarding payment of insurance contribution during employee absences.~~]

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

~~No Paid Leave Offset~~

~~The District shall not permit the option~~~~An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.~~

~~An employee eligible~~ for paid leave offset in conjunction with workers' compensation income benefits. [See CRE], ~~and not on assault leave, may elect in writing to use paid leave.~~

Court Appearances

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

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

Personnel Duties	The Superintendent shall define the qualifications, duties, and responsibilities of all positions and shall ensure that job descriptions are current and accessible to employees and supervisors.
Posting Vacancies	The Superintendent or designee shall establish guidelines for advertising employment opportunities and posting notices of vacancies. These guidelines shall advance the Board's commitment to equal opportunity employment and to recruiting well-qualified candidates. Current District employees may apply for any vacancy for which they have appropriate qualifications.
Applications	<p>All applicants shall complete the application form supplied by the District. Information on applications shall be confirmed before a contract is offered for a contractual position and before hiring or as soon as possible thereafter for a noncontractual position.</p> <p>[For information related to the evaluation of criminal history records, see DBAA.]</p>
Employment of Contractual Personnel	<p>The Superintendent has sole authority to make recommendations to the Board regarding the selection of contractual personnel.</p> <p>The Board retains final authority for employment of contractual personnel; however, from the day following the regularly scheduled Board meeting in May to August 31, 2021 the Board delegates to the Superintendent the authority to employ classroom teachers and administrators. The Superintendent shall inform the Board of any persons offered a term contract under this authority.</p> <p>[See DCA, DCB, DCC, and DCE as appropriate]</p>
Employment of Noncontractual Personnel	<p>The Board delegates to the Superintendent final authority to employ and dismiss noncontractual employees on an at-will basis.</p> <p>[See DCD]</p>
Employment Assistance Prohibited	No District employee shall assist another employee of the District or of any school district in obtaining a new job if the employee knows, or has probable cause to believe, that the other employee engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition. [See CJ for prohibitions relating to contractors and agents and DH(EXHIBIT) for the Educators' Code of Ethics.]

CONSTRUCTION UPDATE REPORT

LAKE DALLAS ISD
July 19, 2021



Work in Progress

- Pavement and sidewalks
- Interior finishes
- Building systems

Phase No. 1 - Staff Move-In

- Inspections
- Furniture delivery and installation
- Substantial completion prior to staff return on 8/3

Phase No. 2 - Student Move-In

- Remaining inspections
- Remaining furniture delivery and installation
- Substantial completion prior to student return on 8/12

Phase No. 3 - Remaining Installation

- Landscape and irrigation
- Exterior soffit and wall panels
- Punch list items





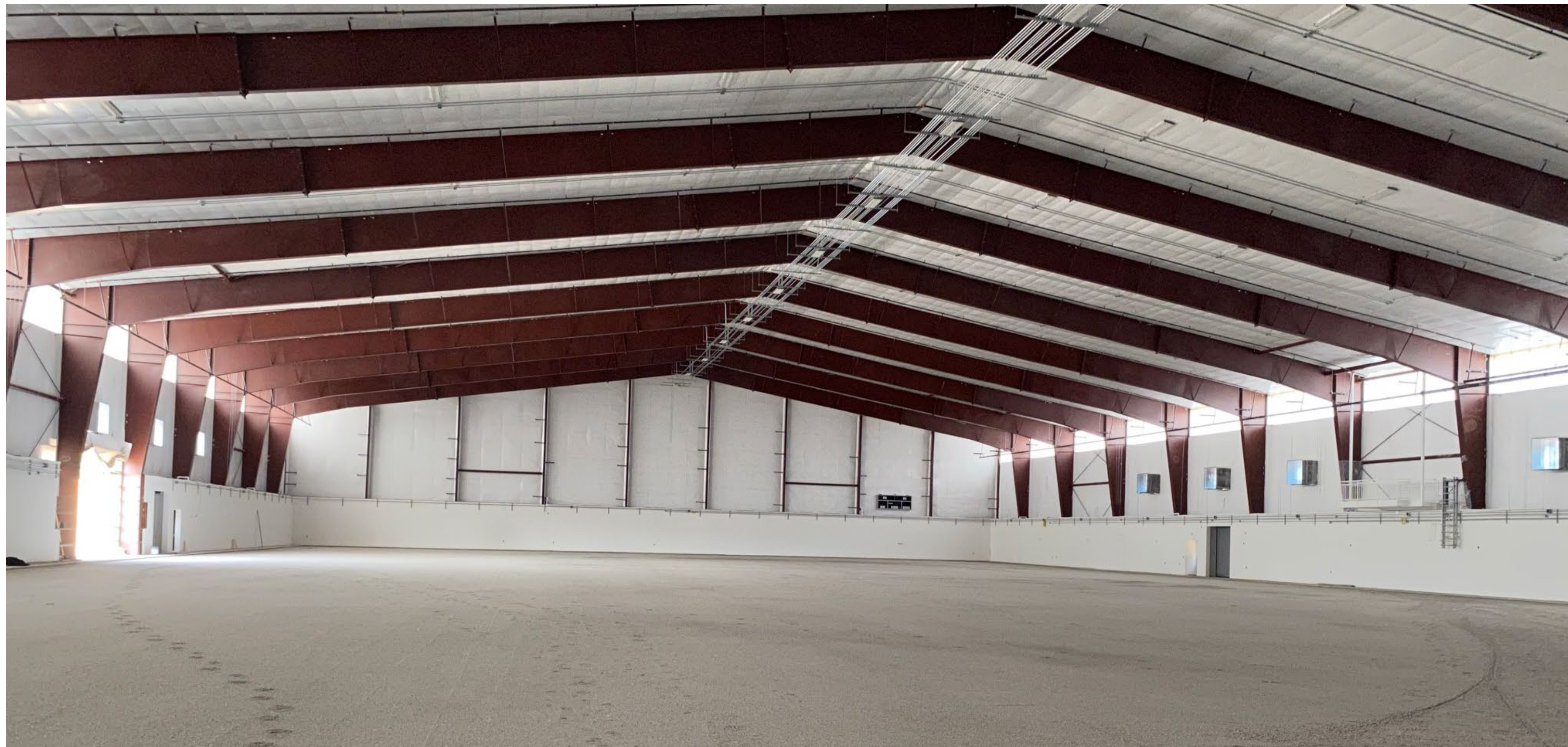
Work in Progress

- Pavement and sidewalks
- Interior finishes
- Building systems

Move-In

- Inspections
- Furniture delivery and installation
- Substantial completion prior to staff return in late August





Work in Progress

- Pavement and sidewalks
- Landscape and irrigation
- Interior finishes
- Building systems

Phase No. 1 - Staff Move-In

- Inspections
- Furniture delivery and installation
- Substantial completion prior to staff return on 8/3

Phase No. 2 - Student Move-In

- Remaining inspections
- Remaining furniture delivery and installation
- Substantial completion prior to student return on 8/12

Phase No. 3 - Remaining Installation

- Exterior canopy
- Outdoor storage building
- Track and field events
- Punch list items









Work in Progress

- Sidewalks
- Interior finishes
- Building systems

Phase No. 1 - Staff Move-In

- Inspections
- Furniture delivery and installation
- Substantial completion prior to staff return on 8/3

Phase No. 2 - Student Move-In

- Remaining inspections
- Remaining furniture delivery and installation
- Substantial completion prior to student return on 8/12

Phase No. 3 - Remaining Installation

- Complete front entry addition
- Complete renovation of library
- Landscape and irrigation
- Punch list items





THANK YOU!



OBJ	2020-21 Budget	2021-22 Budget	Inc/Dec	% Change
CONTRACTED SERVICES	2,332,295	2,339,411	7,116	0.31
SUPPLIES/MATERIALS	249,000	252,895	3,895	1.56
OTH OPERATING EXP.	230,288	243,500	13,212	5.74
CAPITAL OUTLAY	3,500	0	-3,500	-100.00
<hr/>				
PLANT MAINTENANCE & OPERATIONS	2,815,083	2,835,806	20,723	0.74
<hr/>				
CONTRACTED SERVICES	247,516	246,714	-802	-0.32
<hr/>				
SECURITY & MONITORING SERVICES	247,516	246,714	-802	-0.32
<hr/>				
CONTRACTED SERVICES	184,100	195,600	11,500	6.25
SUPPLIES/MATERIALS	205,432	211,733	6,301	3.07
OTH OPERATING EXP.	8,250	8,250	0	0.00
<hr/>				
DATA PROCESSING SERVICES	397,782	415,583	17,801	4.48
<hr/>				
CONTRACTED SERVICES	25,000	19,580	-5,420	-21.68
<hr/>				
FACILITIES ACQ. & CONSTRUCTION	25,000	19,580	-5,420	-21.68
<hr/>				
CONTRACTED SERVICES	4,000	4,000	0	0.00
<hr/>				
PYMTS.TO JJAEP PROGRAMS	4,000	4,000	0	0.00
<hr/>				
CONTRACTED SERVICES	205,600	220,896	15,296	7.44
<hr/>				
OTHER INTERGOVERNMENTAL CHRGS	205,600	220,896	15,296	7.44
<hr/>				
GENERAL FUND	3,694,981	3,742,579	47,598	1.29
<hr/>				
Grand Expense Totals	3,694,981	3,742,579	47,598	1.29

Number of Accounts: 246

***** End of report *****

**Lake Dallas ISD
187 Day Teacher's Salary Schedule
2021-2022 School Year
Bachelors Degree**

<u>STEP</u>	<u>SALARY</u>
0	55,000
1	55,200
2	55,340
3	55,465
4	55,665
5	55,865
6	56,065
7	56,265
8	56,965
9	57,115
10	57,265
11	57,415
12	57,565
13	57,715
14	57,865
15	58,015
16	58,165
17	58,315
18	59,165
19	59,865
20	60,365
21	60,665
22	60,965
23	61,365
24	62,365
25	63,365
26	64,365
27	65,365
28	66,365
29	67,365
30	68,365
31	69,365
32	70,365
33	71,365
34	72,365
35	73,065
36	73,565
37	73,915
38	74,015
39	74,215
40	74,615

** Masters Degree add a \$1,500 Stipend

** Doctors Degree and Masters Degree add a \$2,500 Stipend

This schedule is revised annually and should not be construed as a step schedule for future salary projections



12088 Forestgate Drive, Dallas, TX 75243
 t. 972-231-9200 f. 972-231-2420

QUOTE

Number VTXQ142020

Date Jul 13, 2021

Sold To

Lake Dallas ISD
 Jimmy Schaffer
 104 Swisher Road
 Lake Dallas, TX 75065

Phone (972)333-3044
Fax

Ship To

Phone
Fax

Your Sales Rep

Scott Shaddock
 972-231-9200 ext 110
 shaddock@videotextsystems.com

Thank you for considering our proposal for providing the following products. As a company specializing in Digital Video & Audio Visual solutions for the past 32 years, we are uniquely qualified to provide and support these systems and products.

Terms	P.O. Number	Ship Via
Net 30		Service Tech Delivery

Line	Qty	MFG #	Description	Unit Price	Ext. Price
1			Camera Upgrade for Board Meetings		
2	2	AIDA-PTZ-X12-IP	AIDA Imaging PTZ-X12-IP Full HD IP Broadcast PTZ Camera	\$1,275.00	\$2,550.00
3	1	CCU-IP	AIDA Imaging VISCA Serial & IP PTZ Camera Controller	\$450.00	\$450.00
4	1	CCS-USB	AIDA Imaging VISCA USB 3.1 Gen 1 Camera Control Unit & Software (Optional)	\$160.00	\$160.00
5	1	HCM-1C-WH	Small universal mount with pole attachment	\$110.00	\$110.00
6	1		Pole with flange for speaker/audience facing camera	\$0.00	\$0.00
7	1	PT-CM-1-WH	Universal ceiling mount	\$60.00	\$60.00
8	2	CONVCMIC/SH03G/WPSU	Blackmagic Design Micro Converter - SDI to HDMI 3G with Power Supply	\$59.00	\$118.00
9	1	SWATEMMINIBPR	ATEM Mini Pro switcher with built-in streaming	\$495.00	\$495.00
10	1	IES81000POE	8 Port Gigabit PoE+ Switch	\$300.00	\$300.00
11	4	HDMM3	HDMI Cables (3-ft)	\$13.00	\$52.00
12	1	HDMM6	HDMI Cables (6-ft)	\$15.00	\$15.00
13	1	ST122HD4KU	HDMI 1X2 Splitter	\$62.50	\$62.50
14	1	INTERFLEX-SD-BLK	SDI cable and connectors	\$100.00	\$100.00
15	1	!MISC	Miscellaneous mounting hardware, cables, and adapters	\$150.00	\$150.00

Any controversy or claim arising out of or relating to the relationship between the parties, including, but not limited to, this Agreement, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any state district court of Dallas County, Texas having jurisdiction thereof. The location of the arbitration shall be Dallas, Texas. The arbitrator shall award to the prevailing party, if any, as determined by the arbitrator, all of its costs and fees.

Line	Qty	MFG #	Description	Unit Price	Ext. Price
16	1	G2LU3CCM12E	USB-C To USB-C 5 Gbps 6.6 Ft. (2m) Cable	\$16.00	\$16.00
17	2	!INSTALLATION	Installation	\$1,200.00	\$2,400.00
18					
19			<i>Scope of Work:</i> <i>Install ceiling mounted PTZ camera in drop ceiling in front of rear facing projector</i> <i>Secure black pole to floor (approx. 2.75-ft), attach camera mount (painted black by Videotex)</i> <i>Install PoE+ network switch in existing equipment cabinet</i> <i>Drill cable pass-through to entry to back of chambers</i> <i>Run 2 lines of CAT6 cable through exiting pass-through to video control booth</i> <i>Run CAT6 cable for power and control to PTZ controller and PTZ cameras from network switch</i> <i>Run SDI cable to PTZ cameras</i> <i>Attach SDI cables to Micro Converters</i> <i>Attach HDMI cables from converters to Atem Mini Pro Switcher inputs 1 and 2</i> <i>Attach HDMI output of computer to HDMI splitter</i> <i>Reconnect HDMI from distribution amp to existing projector feed</i> <i>Connect second HDMI from distribution amp to ATEM Mini Pro Switcher input 3</i> <i>Connect audio from PreSonus interface (channel 2) to Atem Mini Pro audio in</i> <i>Connect ATEM Mini Pro to optional laptop or second PC for additional switcher control</i>		

SubTotal	\$6,878.50
Shipping (PP&A)	
Tax	\$0.00
Total	\$6,878.50

Certain quotes require a deposit and special orders require prepayment. All returns are subject to a 20% restocking fee. Special order systems and components are not returnable. Texas sales tax will be added for delivery of products within Texas, unless exemption on file.

Delivery is complete when your order is ready for shipment in Dallas, TX (FOB Dallas). As a courtesy, Videotex will coordinate your shipping through UPS or the carrier of your choice and will bill you directly for your shipping costs and insurance.

Order confirmation signature _____ Date _____

This quote is good for 30 days and expires on 8/12/2021

Any controversy or claim arising out of or relating to the relationship between the parties, including, but not limited to, this Agreement, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any state district court of Dallas County, Texas having jurisdiction thereof. The location of the arbitration shall be Dallas, Texas. The arbitrator shall award to the prevailing party, if any, as determined by the arbitrator, all of its costs and fees.

Personnel Update

Name	Position	Campus	University	Degree	Experience	Certification/License
Lorraine Starks	Teacher	LDMS	Baylor	MA	1	Secondary Spanish (6-12)
Brian Fonville	Teacher/Coach	LDMS	UNT	BS	3	Social Studies (7-12) Physical Ed (EC-12)
Melanie Salinas	Diagnostician	SPED	MSU	BA	23	Educational Diagnostician (EC-12)
Kristin Nofziger	LSSP	SPED	TWU	MA	15	LSSP License
Amber Lindbeck	LSSP	SPED	Nova Southeastern	MS	29	LSSP License
Brittney Walterscheid	Teacher	LDHS	TWU	BS	1	Special Education (EC-12) Core Subjects w/STR (EC-6)
Camella Weedon	Teacher	SSE	UNT	BA	13	Special Education (EC-12)
Sandra Adkison	Teacher	LDE	UT – El Paso	BS	13	Bilingual Generalist - Spanish
Maggie Jirka	Teacher –SPED	LDMS	TWU	BS	8	Special Education (EC-12) Core Subjects (4-8)
Jessica Rodriguez	Teacher	LDE	TWU	MEd	4	Core Subjects (EC-6)
Mariah Sanchez	Technology Integration Sp	LDMS	Baylor	BS	3	ELAR (7-12)
Claudia Garza	Teacher	CE	TWU	BS	7	Generalist (EC-6)
Anyah Martinez	Teacher	LDMS	UNT	MS	0	Core Subjects (EC-6)/STR Pending
Austin James	Teacher/Coach	LDMS	UNT	BS	1	PE (EC-12) Core Subjects (4-8)
Cire Jauregui	Teacher	LDHS	UNT	BA	0	Mathematics (7-12) Pending
William McAfee	Teacher/Coach	LDHS	Texas Tech	BA	10	PE (EC-12) History (7-12)
Lee Blanton	Teacher	LDHS	Auburn University	MEd	14	Ag Science & Technology (6-12)
Bradley Barnes	Teacher/Coach	LDMS	UNT	BS	6	PE (EC-12) History (7-12)

Lake Dallas ISD

2021–2022 Employee Handbook

If you have difficulty accessing the information in this document because of a disability, please email klandrum@ldisd.net.



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Employee Handbook Receipt

Name _____

Campus/Department _____

I hereby acknowledge receipt of a copy of the Lake Dallas ISD Employee Handbook. I agree to read the handbook and abide by the standards, policies, and procedures defined or referenced in this document.

Employees have the option of receiving the handbook in electronic format or hard copy.

All employees can access the Lake Dallas ISD Faculty Handbook from the Human Resources web page.

Please indicate your choice by checking the appropriate box below:

- I choose to receive the employee handbook in electronic format and accept responsibility for accessing it according to the instructions provided.
- I choose to receive a hard copy of the employee handbook and understand I am required to contact _____ to obtain a hard copy.

The information in this handbook is subject to change. I understand that changes in district policies may supersede, modify, or render obsolete the information summarized in this document. As the district provides updated policy information, I accept responsibility for reading and abiding by the changes.

I understand that no modifications to contractual relationships or alterations of at-will employment relationships are intended by this handbook.

I understand that I have an obligation to inform my supervisor or department head of any changes in personal information such as phone number, address, etc. I also accept responsibility for contacting my supervisor or the Human Resources Department if I have questions or concerns or need further explanation.

Signature

Date

Please sign and date this receipt and forward it to principal or supervisor.

Introduction

The purpose of this handbook is to provide information that will help with questions and pave the way for a successful year. Not all district policies and procedures are included. Those that are, have been summarized. Suggestions for additions and improvements to this handbook are welcome and may be sent to the Executive Director of Human Resources.

This handbook is neither a contract nor a substitute for the official district policy manual. Nor is it intended to alter the at-will status of noncontract employees in any way. Rather, it is a guide to and a brief explanation of district policies and procedures related to employment. These policies and procedures can change at any time; these changes shall supersede any handbook provisions that are not compatible with the change. For more information, employees may refer to the policy codes that are associated with handbook topics, confer with their supervisor, or call the appropriate district office. District policies can be accessed online at

<http://www.ldisd.net/Page/21>.

District Information

Mission Statement, Goals, and Objectives

Policy AE

Mission Statement

To prepare every child to achieve their lifelong academic and social potential

Vision

To champion a dynamic model of future-focused education

Core Beliefs

- *Students come first*
- *Everyone deserves respect*
- *Student success is the shared responsibility of students, families, communities and LDISD*
- *Continuous improvement is essential for the success of Lake Dallas ISD*
- *Locally governed public education creates the best outcome for students, community and society*

Lake Dallas Independent School District 2021-2022 Board of Education Goal Statement

LDISD will advocate for and make decisions that support the value of locally funded and locally governed traditional public schools; collaborate with and involve our diverse community and educational partners to support LDISD students and staff; provide the consistent delivery of an innovative curriculum that motivates and meets the needs of the whole child; recruit and retain staff who advance the art and science of teaching; and provide quality and safe facilities.

Board of Trustees

Policies BA, BB series, BD series, and BE series

Texas law grants the board of trustees the power to govern and oversee the management of the district's schools. The board is the policy-making body within the district and has overall responsibility for the curriculum, school taxes, annual budget, employment of the superintendent and other professional staff, and facilities. The board has complete and final control over school matters within limits established by state and federal laws and regulations.

The board of trustees is elected by the citizens of the district to represent the community's commitment to a strong educational program for the district's children. Board members are

elected each year in May and serve 3-year terms. Board members serve without compensation, must be qualified voters, and must reside in the district.

Current board members include:

- Lance Stacy, President
- Chad Thiessen, Vice President
- Courtney Tankersley, Secretary
- Scott Baird
- Alicia McKinley
- Stephen Richardson
- Mark Tucker

The board usually meets on the third Monday of each month at the LDISD Central Services Boardroom. Special meetings may be called when necessary. A written notice of regular and special meetings will be posted on the district website and at the LDISD Central Services Building at least 72 hours before the scheduled meeting time. The written notice will show the date, time, place, and subjects of each meeting. In emergencies, a meeting may be held with a one-hour notice.

All meetings are open to the public. In certain circumstances, Texas law permits the board to go into a closed session from which the public and others are excluded. Closed session may occur for such things as discussing prospective gifts or donations, real-property acquisition, certain personnel matters including employee complaints, security matters, student discipline, or consulting with attorneys regarding pending litigation.

Board Meeting Schedule

2021-2022 School Board Meeting Dates

September 20, 2021 REGULAR

October 18, 2021 REGULAR

November 15, 2021 REGULAR

December 13, 2021 REGULAR

January 10, 2022 REGULAR

February 14, 2022 REGULAR

March 21, 2022 REGULAR

April 11, 2022 REGULAR

May 16, 2022 REGULAR

June 20, 2022 REGULAR

July 18, 2022 REGULAR

August 15, 2022 REGULAR

August 29, 2022 SPECIAL

Administration

Dr. Mike Rockwood, Superintendent
 Wes Eversole, Deputy Superintendent and CFO
 , Associate Superintendent
 , Executive Director of Instructional Services
 Karla Landrum, Executive Director of Human Resources
 Anne Haehn, Director of Accounting
 , Director of Communications
 Melaynee Broadstreet, Assistant to the Superintendent/Director of Public Information

School Calendar

L A K E D A L L A S I S D



STAFF
CALENDAR

August					September					October					November					December				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
2	3	4	5	6		1	2	3						1	1	2	3	4	5					
9	10	11	12	13	6	7	8	9	10	4	5	6	7	8	8	9	10	11	12	6	7	8	9	10
16	17	18	19	20	13	14	15	16	17	11	12	13	14	15	15	16	17	18	19	13	14	15	16	17
23	24	25	26	27	20	21	22	23	24	18	19	20	21	22	22	23	24	25	26	20	21	22	23	24
30	31				27	28	29	30		25	26	27	28	29	29	30				27	28	29	30	31

January					February					March					April					May				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
3	4	5	6	7		1	2	3	4		1	2	3	4					1	2	3	4	5	6
10	11	12	13	14	7	8	9	10	11	7	8	9	10	11	4	5	6	7	8	9	10	11	12	13
17	18	19	20	21	14	15	16	17	18	14	15	16	17	18	11	12	13	14	15	16	17	18	19	20
24	25	26	27	28	21	22	23	24	25	21	22	23	24	25	18	19	20	21	22	23	24	25	26	27
31					28					28	29	30	31		25	26	27	28	29	30	31			

Staff: First Day Last Day	5-Aug 31-May	Staff Development Day	Holiday	1st Nine Weeks 2nd Nine Weeks 3rd Nine Weeks 4th Nine Weeks	Aug 12 - Oct 8 Oct 13 - Dec 17 Jan 6 - Mar 11 Mar 23 - May 26
First Day of School August 12, 2021	New Teachers Only	SD Waiver Day	Early Release	Bad Weather	Nine Week Periods
	Exchange Days	State Assessment			

Helpful Contacts

From time to time, employees have questions or concerns. If those questions or concerns cannot be answered by supervisors or at the campus or department level, the employee is encouraged to contact the appropriate department as listed below.

Central Services Building, 104 Swisher Road, Lake Dallas, TX 75065

, Superintendent

Wes Eversole, Deputy Superintendent/CFO

, Associate Superintendent/CAO

Executive Director of Instructional Services

Karla Landrum, Executive Director of Human Resources

, Director of Communications

Melaynee Broadstreet, Assistant to the Superintendent/Director of Public Information

Mike Dabney, Director of Technology

, Director of Special Education

Anne Haehn, Director of Accounting

Scott Head, Director of Athletics

Jamey James, HR Coordinator & Benefits Specialist

Lisa Nicosia, Payroll Supervisor

940-497-4039

Student Services

Mike Cromis, Assistant Principal: DAEP

, Coordinator: Elementary Curriculum

Kristi Baine, Coordinator: Dyslexia

Stephanie Payne, Coordinator: Assessment and 504

Cassandra Smith, 504/Sp. Ed. District Administrator

940-497-8501

940-497-1472

940-497-4067

940-497-4019

940-497-4039

Instructional Support

Asst. Prin., Curriculum & Instruction--LDHS

940-497-4031

Ashley Fay, Instructional Coach--SSE

940-497-4069

Angel Buchanan, Instructional Coach--LDE

940-497-4068

Kerri Blevins, Asst. Prin., Curriculum & Instruction --LDMS

940-497-1511

Becky Irick, Instructional Coach--CE

940-497-4082

Support Services

Stephanie Reese, Director of Food Services

940-497-2225

Wendy Konz, Director of Maintenance and Transportation

940-497-4026

David Talbert, Director of Facilities and Operations

940-497-4645

Dana Waller, Director of Childcare

940-497-8514

Diane Ramirez RN, Health Services Coordinator

940-497-1429

School Directory

Lake Dallas High School

Mollie Avelino, Principal
Rendee Garrison, Assistant Principal
Mike King, Assistant Principal
Russell Lopez, Assistant Principal
John Modica, Assistant Principal, Curriculum & Instruction
Scott Head, Athletic Director
3016 Parkridge Drive
Corinth, Texas 76210
940-497-4031

Lake Dallas Middle School

Randall Caldwell, Principal
Shelly Wendt, Assistant Principal
Jonathan Mosby, Assistant Principal
Kerri Blevins, Assistant Principal, Curriculum & Instruction
Mike Cromis, Assistant Principal/DAEP
325 E. Hundley Drive
Lake Dallas, TX 75065
940-497-4037

Lake Dallas Elementary School

, Principal

Arely Potts, Assistant Principal
Jessica Hawkins, Assistant Principal
401 Main Street
Lake Dallas, TX 75065
940-497-2222

Shady Shores Elementary School

Jennifer Bryant, Principal
Mark Humphries, Assistant Principal
300 Dobbs Road
Shady Shores, TX 76208
940-497-4035

Corinth Elementary School

Vangee Deussen, Principal
Ashlee Smith, Assistant Principal
Kristi Baine, Assistant Principal/Dyslexia Coordinator
3501 Cliff Oak Dr.
Corinth, Texas 76210
940-497-4010

Employment

Equal Employment Opportunity

Policies DAA, DIA

In its efforts to promote nondiscrimination and as required by law, Lake Dallas ISD does not discriminate against any employee or applicant for employment because of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, military status, genetic information, or on any other basis prohibited by law. Additionally, the district does not discriminate against an employee or applicant who acts to oppose such discrimination or participates in the investigation of a complaint related to a discriminatory employment practice. Employment decisions will be made on the basis of each applicant's job qualifications, experience, and abilities.

In accordance with Title IX, the district does not discriminate on the basis of sex and is required not to discriminate on the basis of sex in its educational programs or activities. The requirement not to discriminate extends to employment. Inquiries about the application of Title IX may be referred to the district's Title IX coordinator, to the Assistant Secretary for Civil Rights of the Department of Education, or both.

The district designates and authorizes the following employee as the Title IX coordinator for employees to address concerns or inquiries regarding discrimination based on sex, including sexual harassment: *Karla Landrum, LDISD Central Services Building, 104 Swisher Road, Lake Dallas, TX 75065, klandrum@ldisd.net, 940-497-4039*. Reports can be made at any time and by any person, including during non-business hours, by mail, email, or phone. During district business hours, reports may also be made in person.

The district designates and authorizes the following employee as the ADA/Section 504 coordinator for employees for concerns regarding discrimination on the basis of a disability: *Stephanie Payne, LDISD Central Services Building, 104 Swisher Road, Lake Dallas, TX 75065, spayne@ldisd.net, 940-497-4039*.

Questions or concerns relating to discrimination for any other reason should be directed to the Superintendent.

Job Vacancy Announcements

Policy DC

Announcements of job vacancies by position and location are posted on a regular basis to the district's website.

Employment after Retirement

Policy DC

Individuals receiving retirement benefits from the Teacher Retirement System (TRS) may be employed under certain circumstances on a full- or part-time basis without affecting their benefits, according to TRS rules and state law. Detailed information about employment after retirement is available in the TRS publication *Employment after Retirement*. Employees can contact TRS for additional information by calling 800-223-8778 or 512-542-6400. Information is also available on the TRS Website (www.trs.texas.gov).

Contract and Noncontract Employment

Policy DC series

State law requires the district to employ all full-time professional employees in positions requiring a certificate from the State Board for Educator Certification (SBEC) and nurses under probationary, term, or continuing contracts. Employees in all other positions are employed at-will or by a contract that is not subject to the procedures for nonrenewal or termination under Chapter 21 of the Texas Education Code. The paragraphs that follow provide a general description of the employment arrangements used by the district.

Probationary Contracts. Nurses and full-time professional employees new to the district and employed in positions requiring SBEC certification must receive a probationary contract during their first year of employment. Former employees who are hired after a two-year lapse in district employment or employees who move to a position requiring a new class of certification may also be employed by probationary contract. Probationary contracts are one-year contracts. The probationary period for those who have been employed as a teacher in public education for at least five of the eight years preceding employment with the district may not exceed one school year.

For those with less experience, the probationary period will be three school years (i.e., three one-year contracts) with an optional fourth school year if the board determines it is doubtful whether a term or continuing contract should be given.

Term Contracts. Full-time professionals employed in positions requiring certification and nurses will be employed by term contracts after they have successfully completed the probationary period. The terms and conditions of employment are detailed in the contract and employment policies. All employees will receive a copy of their contract. Employment policies can be accessed online or copies will be provided upon request.

Noncertified Professional and Administrative Employees. Employees in professional and administrative positions that do not require SBEC certification (such as non-instructional administrators) are employed by a one-year contract or staff agreement that is not subject to the provisions for nonrenewal or termination under the Texas Education Code. Educator term contracts, however, shall be provided for the following positions for which neither SBEC nor the

District requires current SBEC certification: deputy superintendent, chief financial officer, assistant director of transportation, and directors of accounting, communications, special education, technology, facilities, and food service. (Policy DCB Local)

Paraprofessional and Auxiliary Employees. All paraprofessional and auxiliary employees, regardless of certification, are employed at will and not by contract. Employment is not for any specified term and may be terminated at any time by either the employee or the district.

Certification and Licenses

Policies DBA, DF

Professional employees whose positions require SBEC certification or a professional license are responsible for taking actions to ensure their credentials do not lapse. Employees must submit documentation that they have passed the required certification exam and/or obtained or renewed their credentials to the Human Resources Department in a timely manner. Employees licensed by the Texas Department of Licensing and Regulations (TDLR) must notify the Human Resources Department when there is action against, or revocation of, their license.

A certified employee's contract may be voided without Chapter 21 due process and employment terminated if the individual does not hold a valid certificate or fails to fulfill the requirements necessary to renew or extend a temporary certificate, emergency certificate, probationary certificate, or permit. A contract may also be voided if SBEC suspends or revokes certification because of an individual's failure to comply with criminal history background checks. Contact the Human Resources Department if you have any questions regarding certification or licensure requirements.

Recertification of Employment Authorization

Policy DC

At the time of hire all employees must complete the Employment Eligibility Verification Form (Form I-9) and present documents to verify identity and employment authorization.

Employees whose immigration status, employment authorization, or employment authorization documents have expired must present new documents that show current employment authorization. Employees should file the necessary application or petition sufficiently in advance to ensure that they maintain continuous employment authorization or valid employment authorization documents. Contact the Human Resources Department if you have any questions regarding reverification of employment authorization.

Searches and Alcohol and Drug Testing

Policy CQ, DHE

Noninvestigatory searches in the workplace including accessing an employee's desk, file cabinets, or work area to obtain information needed for usual business purposes may occur when an employee is unavailable. Therefore, employees are hereby notified that they have no legitimate expectation of privacy in those places. In addition, the district reserves the right to conduct searches when there is reasonable cause to believe a search will uncover evidence of work-related misconduct. Such an investigatory search may include drug and alcohol testing if the suspected violation relates to drug or alcohol use. The district may search the employee, the employee's personal items, and work areas including district-owned technology resources, lockers, and private vehicles parked on district premises or work sites or used in district business.

Employees Required to Have a Commercial Driver's License. Any employee whose duties require a commercial driver's license (CDL) is subject to drug and alcohol testing. This includes all drivers who operate a motor vehicle designed to transport 16 or more people counting the driver, drivers of large vehicles, or drivers of vehicles used in the transportation of hazardous materials. Teachers, coaches, or other employees who primarily perform duties other than driving are subject to testing requirements if their duties include driving a commercial motor vehicle.

Drug testing will be conducted before an individual assumes driving responsibilities. Alcohol and drug tests will be conducted when reasonable suspicion exists, at random, when an employee returns to duty after engaging in prohibited conduct, and as a follow-up measure. Testing may be conducted following accidents. Return-to-duty and follow-up testing will be conducted if an employee who has violated the prohibited alcohol conduct standards or tested positive for alcohol or drugs is allowed to return to duty.

All employees required to have a CDL or who otherwise are subject to alcohol and drug testing will receive a copy of the district's policy, the testing requirements, and detailed information on alcohol and drug abuse and the availability of assistance programs.

Employees with questions or concerns relating to alcohol and drug testing policies and related educational material should contact the Human Resources Department.

Health Safety Training

Policies DBA, DMA

Certain employees who are involved in physical activities for students must maintain and submit to the district proof of current certification or training in first aid, cardiopulmonary resuscitation (CPR), the use of an automated external defibrillator (AED), concussion, and extracurricular athletic activity safety. Certification or documentation of training must be issued by the American Red Cross, the American Heart Association, or another organization that provides equivalent training and certification. Employees subject to this requirement must submit their certification or documentation to the Human Resources Department by September 1.

School nurses and employees with regular contact with students must complete a Texas Education Agency approved, online training regarding seizure disorder awareness, recognition, and related first aid.

Reassignments and Transfers

Policy DK

All personnel are subject to assignment and reassignment by the superintendent or designee when the superintendent or designee determines that the assignment or reassignment is in the best interest of the district. Reassignment is a transfer to another position, department, or facility that does not necessitate a change in the employment contract. Campus reassignments must be approved by the principal at the receiving campus except when reassignments are due to enrollment shifts or program changes. Extracurricular or supplemental duty assignments may be reassigned at any time unless an extracurricular or supplemental duty assignment is part of a dual-assignment contract. Employees who object to a reassignment may follow the district process for employee complaints as outlined in this handbook and district policy DGBA (Local).

An employee with the required qualifications for a position may request a transfer to another campus or department. A written request for transfer must be completed and signed by the employee and the employee's supervisor. A teacher requesting a transfer to another campus before the school year begins must submit his or her request by May 1. Requests for transfer during the school year will be considered only when the change will not adversely affect students and after a replacement has been found. All transfer requests will be coordinated by the Human Resources Department and must be approved by the receiving supervisor.

Workload and Work Schedules

Policies DEAB, DK, DL

Professional Employees. Professional employees and academic administrators are exempt from overtime pay and are employed on a 10-, 11-, or 12-month basis, according to the work schedules set by the district. A school calendar is adopted each year designating the work schedule for teachers and all school holidays. Notice of work schedules including start and end dates and scheduled holidays will be distributed each school year.

Classroom teachers will have planning periods for instructional preparation including conferences. The schedule of planning periods is set at the campus level but must provide at least 450 minutes within each two-week period in blocks not less than 45 minutes within the instructional day. Teachers and librarians are entitled to a duty-free lunch period of at least 30 minutes. The district may require teachers to supervise students during lunch one day a week when no other personnel are available.

Paraprofessional and Auxiliary Employees. Support employees are employed at will and receive notification of the required duty days, holidays, and hours of work for their position on

an annual basis. Paraprofessional and auxiliary employees must be compensated for overtime and are not authorized to work in excess of their assigned schedule without prior approval from their supervisor. See Overtime Compensation on page 19 for additional information.

Breaks for Expression of Breast Milk

Policies DEAB, DG

The district supports the practice of expressing breast milk and makes reasonable accommodations for the needs of employees who express breast milk. A place, other than a multiple user bathroom, that is shielded from view and free from intrusion from other employees and the public where the employee can express breast milk will be provided.

A reasonable amount of break time will be provided when the employee has a need to express milk. For nonexempt employees, these breaks are unpaid and are not counted as hours worked. Employees should meet with their supervisor to discuss their needs and arrange break times.

Notification to Parents Regarding Qualifications

Policies DK, DBA

In schools receiving Title I funds, the district is required by the Every Student Succeeds Act (ESSA) to notify parents at the beginning of each school year that they may request information regarding the professional qualifications of their child's teacher. ESSA also requires that parents be notified if their child has been assigned or taught for four or more consecutive weeks by a teacher who does not meet applicable state certification or licensure requirements.

Texas law requires that parents be notified if their child is assigned for more than 30 consecutive instructional days to a teacher who does not hold an appropriate teaching certificate. This notice is not required if parental notice under ESSA is sent. Inappropriately certified or uncertified teachers include individuals on an emergency permit (including individuals waiting to take a certification exam) and individuals who do not hold any certificate or permit. Information relating to teacher certification will be made available to the public upon request. Employees who have questions about their certification status can call the Human Resources Coordinator at 940-497-4039.

Outside Employment and Tutoring

Policy DBD

Employees are required to disclose in writing to their immediate supervisor any outside employment that may create a potential conflict of interest with their assigned duties and responsibilities or the best interest of the district. Supervisors will consider outside employment on a case-by-case basis and determine whether it should be prohibited because of a conflict of interest.

Performance Evaluation

Policy DN series

Evaluation of an employee's job performance is a continuous process that focuses on improvement. Performance evaluation is based on an employee's assigned job duties and other job-related criteria. All employees will participate in the evaluation process with their assigned supervisor at least annually. Written evaluations will be completed on forms approved by the district. Reports, correspondence, and memoranda also can be used to document performance information. All employees will receive a copy of their written evaluation, participate in a performance conference with their supervisor, and have the opportunity to respond to the evaluation.

Upon receiving a report, a nursing review committee may review a nurse's nursing services, qualifications, and quality of patient care, as well as the merits of a complaint concerning a nurse, and a determination or recommendation regarding a complaint. A nurse may request, orally or in writing, a determination by the committee regarding conduct requested of the nurse believed to violate the nurse's duty to a patient.

Employee Involvement

Policies BQA, BQB

At both the campus and district levels, Lake Dallas ISD offers opportunities for input in matters that affect employees and influence the instructional effectiveness of the district. As part of the district's planning and decision-making process, employees are elected to serve on district- or campus-level advisory committees. Plans and detailed information about the shared decision-making process are available in each campus office or from the Lake Dallas ISD Central Administration.

Staff Development

Policy DMA

Staff development activities are organized to meet the needs of employees and the district. Staff development for instructional personnel is predominantly campus-based, related to achieving campus performance objectives, addressed in the campus improvement plan, and approved by a campus-level advisory committee. Staff development for noninstructional personnel is designed to meet specific licensing requirements (e.g., bus drivers) and continued employee skill development.

Individuals holding renewable SBEC certificates are responsible for obtaining the required training hours and maintaining appropriate documentation.

Compensation and Benefits

Salaries, Wages, and Stipends

Policies DEA, DEAA, DEAB

Employees are paid in accordance with administrative guidelines and an established pay structure. The district's pay plans are reviewed by the administration each year and adjusted as needed. All district positions are classified as exempt or nonexempt according to federal law. Professional employees and academic administrators are generally classified as exempt and are paid monthly salaries. They are not entitled to overtime compensation. Other employees are generally classified as nonexempt and are paid an hourly wage or salary and receive compensatory time or overtime pay for each hour worked beyond 40 in a workweek. (See *Overtime Compensation*, page 19.)

All employees will receive written notice of their pay and work schedules before the start of each school year. Classroom teachers, full-time librarians, full-time nurses, and full-time counselors will be paid no less than the minimum state salary schedule. Contract employees who perform extracurricular or supplemental duties may be paid a stipend in addition to their salary according to the district's extra-duty pay schedule.

Employees should contact the Human Resources Department for more information about the district's pay schedules or their own pay.

Paychecks

All professional and salaried employees are paid monthly. Hourly employees are paid every two weeks. Paychecks will not be released to any person other than the district employee named on the check without the employee's written authorization.

The schedule of pay dates for the 2021-2022 school year follows:

SEPTEMBER 24, 2021
OCTOBER 25, 2021
NOVEMBER 19, 2021
DECEMBER 17, 2021
JANUARY 25, 2022
FEBRUARY 25, 2022
MARCH 25, 2022
APRIL 25, 2022
MAY 25, 2022
JUNE 24, 2022
JULY 25, 2022
AUGUST 25, 2022

Automatic Payroll Deposit

Employees can have their paychecks electronically deposited into a designated account. Contact the Payroll Supervisor at 940-497-4039 for more information about the automatic payroll deposit service.

The District has “Employee Access” that allows employees to view their payroll information via a secure district site. Employee Access is confidential, read only and secure. Records are fully protected and only accessible by the employee’s unique login and password. Contact the Technology Department at 940-497-4039 for more information.

Payroll Deductions

Policy CFEA

The district is required to make the following automatic payroll deductions:

- Teacher Retirement System of Texas (TRS) or Social Security employee contributions
- Federal income tax required for all full-time employees
- Medicare tax (applicable only to employees hired after March 31, 1986)
- Child support and spousal maintenance, if applicable
- Delinquent federal education loan payments, if applicable

Other payroll deductions employees may elect include deductions for the employee’s share of premiums for health, dental, life, and vision insurance; annuities; and higher education savings plans or prepaid tuition programs. Employees also may request payroll deduction for payment of membership dues to professional organizations and certain charitable contributions. Salary deductions are automatically made for unauthorized or unpaid leave.

Overtime Compensation

Policies DEAB, DEC

The district compensates overtime for nonexempt employees in accordance with federal wage and hour laws. Only nonexempt employees (hourly employees and paraprofessional employees) are entitled to overtime compensation. Nonexempt employees are not authorized to work beyond their normal work schedule without advance approval from their supervisor. A nonexempt employee who works overtime without prior approval will be subject to disciplinary action

Overtime is legally defined as all hours worked in excess of 40 hours in a workweek and is not measured by the day or by the employee's regular work schedule. For the purpose of calculating overtime, a workweek begins on Monday and ends on Sunday.

Nonexempt employees that are paid on a salary basis are paid for a 40-hour workweek and do not earn additional pay unless they work more than 40 hours.

Employees may be compensated for overtime (i.e., hours beyond 40 in a workweek) at time-and-a-half rate with compensatory time off (comp time) or direct pay. The following applies to all nonexempt employees:

- Employees can accumulate up to 60 hours of comp time.
- Comp time must be used in the duty year that it is earned.
- Use of comp time may be at the employee's request with supervisor approval, as workload permits, or at the supervisor's direction.
- An employee is required to use comp time before using available paid leave (e.g., sick, personal, vacation).
- Weekly time records will be maintained on all nonexempt employees for the purpose of wage and salary administration.

Travel Expense Reimbursement

Policy DEE

Before any travel expenses are incurred by an employee, the employee's supervisor must give approval. For approved travel, employees will be reimbursed for mileage and other travel expenditures according to the current rate schedule established by the district. Employees must submit receipts, to the extent possible, to be reimbursed for allowable expenses other than mileage.

Health, Dental, and Life Insurance

Policy CRD

Group health insurance coverage is provided through TRS-ActiveCare, the statewide public school employee health insurance program. The district's contribution to employee insurance premiums is determined annually by the board of trustees. Employees eligible for health insurance coverage include the following:

- Employees who are active, contributing TRS members

- Employees who are not contributing TRS members and who are employed for 10 or more regularly scheduled hours per week

TRS retirees who are enrolled in TRS-Care (retiree health insurance program) are not eligible to participate in TRS-ActiveCare.

The insurance plan year is from September 1 through August 31. Current employees can make changes in their insurance coverage during open enrollment each year or when they experience a qualifying event (e.g., marriage, divorce, birth). Detailed descriptions of insurance coverage, employee cost, and eligibility requirements are provided to all employees in a separate booklet. Employees should contact the Human Resources Coordinator for more information.

Supplemental Insurance Benefits

Policy CRD

At their own expense, employees may enroll in supplemental insurance programs for major medical, dental, vision, cancer, life, disability, accident insurance, and Medical and Dependent/Child Care Reimbursement. Premiums for these programs can be paid by payroll deduction.

Employees should contact the Human Resources Coordinator for more information.

Cafeteria Plan Benefits (Section 125)

Employees may be eligible to participate in the Cafeteria Plan (Section 125) and, under IRS regulations, must either accept or reject this benefit. This plan enables eligible employees to pay certain insurance premiums on a pretax basis (i.e., disability, accidental death and dismemberment, cancer and dread disease, dental, and additional term life insurance). A third-party administrator handles employee claims made on these accounts.

New employees must accept or reject this benefit during their first month of employment. All employees must accept or reject this benefit on an annual basis and during the specified time period.

Workers' Compensation Insurance

Policy CRE

The district, in accordance with state law, provides workers' compensation benefits to employees who suffer a work-related illness or are injured on the job. The district has workers' compensation coverage from TASB, effective September 1 through August 31.

Benefits help pay for medical treatment and make up for part of the income lost while recovering. Specific benefits are prescribed by law depending on the circumstances of each case.

All work-related accidents or injuries should be reported immediately to the Human Resources Coordinator. Employees who are unable to work because of a work-related injury will be notified of their rights and responsibilities under the Texas Labor Code. See *Workers' Compensation Benefits*, page 21 for information on use of paid leave for such absences.

Unemployment Compensation Insurance

Policy CRF

Employees who have been laid off or terminated through no fault of their own may be eligible for unemployment compensation benefits. Employees are not eligible to collect unemployment benefits during regularly scheduled breaks in the school year or the summer months if they have employment contracts or reasonable assurance of returning to service. Employees with questions about unemployment benefits should contact the Human Resources Coordinator.

Teacher Retirement

All personnel employed on a regular basis for at least four and one-half months are members of the Teacher Retirement System of Texas (TRS). Substitutes not receiving TRS service retirement benefits who work at least 90 days a year are eligible to purchase a year of creditable service in TRS. TRS provides members with an annual statement of their account showing all deposits and the total account balance for the year ending August 31, as well as an estimate of their retirement benefits.

Employees who plan to retire under TRS should notify TRS as soon as possible. Information on the application procedures for TRS benefits is available from TRS at Teacher Retirement System of Texas, 1000 Red River Street, Austin, TX 78701-2698, or call 800-223-8778 or 512-542-6400. TRS information is also available on the web (www.trs.texas.gov). See page 12 for information on restrictions of employment of retirees in Texas public schools.

Leaves and Absences

Policies DEC, DECA, DECB

The district offers employees paid and unpaid leaves of absence in times of personal need. This handbook describes the basic types of leave available and restrictions on leaves of absence. Employees who expect to be absent for an extended period of more than five days should call the Human Resources Coordinator at 940-497-4039 for information about applicable leave benefits, payment of insurance premiums, and requirements for communicating with the district.

Paid leave must be used in ½ day increments. Earned comp time must be used before any available paid state and local leave. Unless an employee requests a different order, available paid state and local leave will be used in the following order:

- Compensatory time—available to non-exempt employees only
- Local leave
- State Sick Leave (only for those employees that accumulated state sick leave prior to September 1, 1995)
- State Personal Leave

Employees must follow district and department or campus procedures to report or request any leave of absence and complete the appropriate form or certification. Any unapproved absences or absences beyond accumulated or available paid leave shall result in deduction from the employee's pay.

Immediate Family. For purposes of leave other than family and medical leave, immediate family is defined as the following:

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

For purposes of family and medical leave, the definition of family is limited to spouse, parent, son or daughter, and next of kin. The definition of these are found in Policy DECA (LEGAL).

Medical Certification. Any employee, who is absent more than 5 days because of a personal or family illness, must submit a medical certification from a qualified health care provider confirming the specific dates of the illness, the reason for the illness, and—in the case of personal illness—the employee’s fitness to return to work.

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits covered employers from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we ask that employees and health care providers do not provide any genetic information in any medical certification. ‘Genetic information,’ as defined by GINA, includes an individual’s family medical history, the results of an individual’s or family member’s genetic tests, the fact that an individual or an individual’s family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual’s family member, or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

Continuation of Health Insurance. Employees, on an approved leave of absence other than family and medical leave, may continue their insurance benefits at their own expense. Health insurance benefits for employees on paid leave and leave designated under the Family and Medical Leave Act will be paid by the district as they were prior to the leave. Otherwise, the district does not pay any portion of insurance premiums for employees who are on unpaid leave.

Under TRS-Active Care rules, an employee is no longer eligible for insurance through the district after six months of unpaid leave other than FML. If an employee’s unpaid leave extends for more than six months, the district will provide the employee with notice of COBRA rights.

Personal Leave

State law entitles all employees to five days of paid personal leave per year. Personal leave is available for use at the beginning of the year. A day of personal leave is equivalent to the number of hours per day in an employee’s usual assignment, whether full-time or part-time. State personal leave accumulates without limit, is transferable to other Texas school districts, and generally transfers to education service centers. Personal leave may be used for two general purposes: nondiscretionary and discretionary.

Nondiscretionary. Leave taken for personal or family illness, family emergency, a death in the family, or active military service is considered nondiscretionary leave. Reasons for this type of leave allow very little, if any, advance planning. Nondiscretionary may be used in the same manner as state sick leave.

Discretionary. Leave taken at an employee’s discretion that can be scheduled in advance is considered discretionary leave. An employee wishing to take discretionary personal leave must submit a request to his or her principal or supervisor 1 day in advance of the anticipated

absence. The effect of the employee's absence on the educational program or department operations, as well as the availability of substitutes, will be considered by the principal or supervisor.

Leave Proration. If an employee separates from employment with the district before his or her last duty day of the year, or begins employment after the first duty day, state personal leave will be prorated based on the actual time employed. When an employee separates from employment before the last duty day of the school year, the employee's final paycheck will be reduced by the amount of state personal leave the employee used beyond his or her pro rata entitlement for the school year.

State Sick Leave

State sick leave accumulated before 1995 is available for use and may be transferred to other school districts in Texas. State sick leave may be used for the following reasons only:

- Employee illness
- Illness in the employee's immediate family
- Family emergency (i.e., natural disasters or life-threatening situations)
- Death in the immediate family
- Active military service

Local Leave

All employees shall earn five workdays of paid local leave per school year in accordance with administrative regulations. Local leave shall accumulate to a maximum of 20 workdays. Local leave shall be used according to the terms and conditions of state personal leave.

Vacation

Policy DED

Full-time, 12-month employees shall be eligible for two weeks of vacation with pay each year after having been employed by the District for a minimum of ten months. Vacations shall be scheduled by the administrator in charge. Vacation time must be used in the year earned and may not be accrued above the maximum of ten days.

In the event an employee's services are required during the normal vacation, he or she shall be paid an adjustment to the normal salary for that period. The Superintendent shall approve this action in advance.

When an employee retires, resigns, or is released, he or she shall not be eligible to receive a prorata remuneration for unused vacation time accrued prior to the termination.

Sick Leave Pool

Purpose: The sick leave pool is a benefit to assist employees in dealing with prolonged, severe, or life-threatening conditions that force them to exhaust paid leave and would otherwise result in a loss of income. The sick leave pool program allows employees to voluntarily donate accrued local leave to another employee.

Pool Administrator: The Executive Director of Human Resources will serve as the Pool Administrator, administer the sick leave pool program and is responsible for receiving and granting requests and processing donation of sick leave pool days.

Forms:

- Request for Sick Leave Pool Days
- Medical Certification
- Donation Form
- Notice of Grant or Denial of Requests

Appeals: Employees who wish to appeal the decision of the sick leave administrator must follow the employee grievance process outlined in Policy DGBA.

Reports: An annual, statistical report showing requests, donations, and usage will be presented to the superintendent and the board of trustees.

Definitions:

“School year” is defined as the time period from July 1 to June 30.

“Day” is defined as an employee's work day.

“Work Day” is defined as the number of hours associated with the employee's usual work assignment.

Eligibility and Donations

Eligibility: All full time regular employees who have been employed with the district for at least 12 months and who earn Local Leave are eligible to request establishment of a sick leave pool.

Pool Creation: An employee with a catastrophic illness (see definition below) may request a sick leave pool be created when the employee has exhausted all state sick leave, state personal leave, local leave, compensatory time and accrued vacation leave (if applicable).

An employee must exhaust all other available leave days, compensatory time, and vacation or non-duty days if applicable before applying for sick leave pool days.

Pool Termination: A pool shall cease to exist when the employee no longer needs leave for the purpose requested, uses the maximum number of days allowed under a pool, or exhausts all leave days donated to the sick leave pool. A Sick Leave Pool is terminated at the end of the school year (June 30) regardless of whether the pledged days for that pool have all been used.

Donations: Individuals may donate a maximum of 2 local leave day(s) per school year. Only those individuals who have completed at least 12 months of employment with the District prior to September 1 of the current school year are eligible to donate to a Sick Leave Pool.

A signed Donation Form indicating the number of accrued local leave days the employee wishes to donate to a pool must be submitted to the Pool Administrator. All donations must be made in full day increment(s).

The donation of leave to a sick leave pool is voluntary on the part of the donor. Employees may not solicit fellow employees for donations.

Donated leave will be applied to an individual sick leave pool in the order in which donor forms are received. Once pledged, donated days are not available to the donor unless and/or until it is determined that they are not needed for the Sick Leave Pool for which they were donated. The donated days will be documented in the order in which they are received. Unused days will be returned to the donors based on the documented sequence in which the days were donated.

Days pledged but not used by the recipient will be returned to donors at the end of the school year.

No general pool shall remain in existence.

Personnel who terminate their employment with the District forfeit the number of days donated to the Sick Leave Pool.

Qualifying Conditions

Employee and Family: Only absences due to the employee's catastrophic illness or injury or the catastrophic illness or injury of a member of the employee's immediate family are covered by the Sick Leave Pool.

Catastrophic Illness or Injury: A catastrophic illness or injury is a severe condition or combination of conditions affecting the mental or physical health of the employee or a member

of the employee's immediate family that requires the services of a licensed practitioner for a prolonged period of time and that forces the employee to exhaust all leave time earned by that employee and to lose compensation from the district. Such conditions typically require prolonged hospitalization or recovery or are expected to result in disability or death. Conditions related to pregnancy or childbirth shall be considered catastrophic if they meet the requirements of this paragraph.

A routine illness, minor surgery, elective surgery or procedure, minor injury, or an otherwise uncomplicated (routine) pregnancy shall be not eligible for participation in a Sick Leave Pool.

A Sick Leave Pool may not be used for illnesses and/or medical conditions which qualify the member for Worker's Compensation benefits.

Requests for Sick Leave Pool Days

Request for Days: In order to request Sick Leave Pool Days, the recipient must have completed 12 months of employment prior to September 1 of the current school year.

An employee must submit a written request for sick leave pool days to the Pool Administrator. A request must be made on the District's "Request for Sick Leave Pool Days" form and must be accompanied by the District's "Medical Certification" form. The form must be signed by the physician or healthcare provider as defined by the Family and Medical Leave Act. The Pool Administrator will not honor any physician's statement unless it is on the official "Medical Certification" form.

The administrator will notify the employee in writing regarding approval or denial of the request.

Number of Days Granted: An employee may be granted up to the maximum number of days contributed to the pool, not to exceed 30 days per pool year (July 1 through June 30). A request for additional SLP's may be considered if there is a continuing need. The maximum number of days that will be granted for any employee during the duration of their employment with the District is 60 days.

Confidentiality: Any medical information provided shall remain confidential. The names of all donors will remain confidential. An employee who violates the confidentiality requirements in regards to a sick leave pool shall be considered to have violated District policy and the standards or ethics listed at DH (EXHIBIT) and shall be subject to discipline in accordance with policies at DH.

Certification

Medical Provider: Medical certification by a healthcare provider as defined by the Family and Medical Leave Act of 1993 must be submitted with a request for sick leave pool days.

Frequency: Recertification of a medical condition is required every 30 days and/or when a request is made for additional sick leave pool days.

Second Opinions: The district reserves the right to request a second opinion to certify the need for leave by a healthcare provider designated by the district. The district will assume the cost if a second opinion is required.

Family and Medical Leave Act (FMLA)—General Provisions

The following text is from the federal notice, *Employee Rights and Responsibilities Under the Family and Medical Leave Act*. Specific information that the district has adopted to implement the FMLA follows this general notice.

Leave Entitlements

Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within 1 year of the child’s birth or placement);
- To care for the employee’s spouse, child, or parent who has a qualifying serious health condition;
- For the employee’s own qualifying serious health condition that makes the employee unable to perform the employee’s job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee’s spouse, child, or parent.

An eligible employee who is a covered servicemember’s spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer’s normal paid leave policies.

Benefits and Protections

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

Eligibility Requirements

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave*; and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

*Special hours of service eligibility requirements apply to airline flight crew employees.

Requesting Leave

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection.

Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

Employer Responsibilities

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

Enforcement

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

For additional information:

1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
www.wagehour.dol.gov

Local Procedures for Implementing Family and Medical Leave Provisions

Eligible employees can take up to 12 weeks of unpaid leave in the 12-month period from July 1 through June 30.

Use of Paid Leave. FML runs concurrently with accrued sick and personal leave, temporary disability leave, compensatory time, assault leave, and absences due to a work-related illness or injury. The district will designate the leave as FML, if applicable, and notify the employee that accumulated leave will run concurrently.

Combined Leave for Spouses. Spouses who are employed by the district are limited to a combined total of 12 weeks of FML to care for a parent with a serious health condition; or for the birth, adoption, or foster placement of a child. Military caregiver leave for spouses is limited to a combined total of 26 weeks.

Intermittent Leave. When medically necessary or in the case of a qualifying exigency, an employee may take leave intermittently or on a reduced schedule. The district does not permit the use of intermittent or reduced-schedule leave for the care of a newborn child or for adoption or placement of a child with the employee.

Fitness for Duty. An employee that takes FML due to the employee’s own serious health condition shall provide, before resuming work, a fitness-for-duty certification from the health care provider. When leave is taken for the employee’s own serious health condition, the certification must address the employee’s ability to perform essential job functions. The district shall provide a list of essential job functions (e.g., job description) to the employee with the FML designation notice to share with the health care provider. Fitness for duty is not required when an employee returns to work following leave to care for a family member with a serious health condition; to care for a child following birth, adoption, or foster care placement; or for qualifying exigency leave.

Reinstatement. An employee returning to work at the end of FML will be returned to the same position held when the leave began or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

In certain cases, instructional employees desiring to return to work at or near the conclusion of a semester may be required to continue on family and medical leave until the end of the semester. The additional time off is not counted against the employee’s FML entitlement, and the district will maintain the employees group health insurance and reinstate the employee at the end of the leave according the procedures outlined in policy (see DECA (LEGAL)).

Failure to Return. If, at the expiration of FML, the employee is able to return to work but chooses not to do so, the district may require the employee to reimburse the district’s share of insurance premiums paid during any portion of FML when the employee was on unpaid leave. If the employee fails to return to work for a reason beyond the employee’s control, such as a continuing personal or family serious health condition or a spouse being unexpectedly transferred more than 75 miles from the district, the district may not require the employee to reimburse the district’s share of premiums paid.

District Contact. Employees that require FML or have questions should contact the Human Resources Coordinator at 940-497-4039 for details on eligibility, requirements, and limitations.

Temporary Disability Leave

Certified Employees. Any full-time employee whose position requires certification from the State Board for Educator Certification (SBEC) is eligible for temporary disability leave. The purpose of temporary disability leave is to provide job protection to full-time educators who cannot work for an extended period of time because of a mental or physical disability of a temporary nature. Temporary disability leave must be taken as a continuous block of time. It may not be taken intermittently or on a reduced schedule. Pregnancy and conditions related to pregnancy are treated the same as any other temporary disability.

Employees must request approval for temporary disability leave. An employee’s notification of need for extended absence due to the employee’s own medical condition shall be accepted as a

request for temporary disability leave. The request must be accompanied by a physician's statement confirming the employee's inability to work and estimating a probable date of return. If disability leave is approved, the length of leave is no longer than 180 calendar days.

If an employee is placed on temporary disability leave involuntarily, he or she has the right to request a hearing before the board of trustees. The employee may protest the action and present additional evidence of fitness to work.

When an employee is ready to return to work, the Superintendent should be notified at least 30 days in advance. The return-to-work notice must be accompanied by a physician's statement confirming that the employee is able to resume regular duties. Certified employees returning from leave will be reinstated to the school to which they were previously assigned if an appropriate position is available. If an appropriate position is not available, the employee may be assigned to another campus, subject to the approval of the campus principal. If a position is not available before the end of the school year, the employee will be reinstated to a position at the original campus at the beginning of the following school year.

Workers' Compensation Benefits

An employee absent from duty because of a job-related illness or injury may be eligible for workers' compensation weekly income benefits if the absence exceeds seven calendar days.

An employee receiving workers' compensation wage benefits for a job-related illness or injury may choose to use accumulated sick leave or any other paid leave benefits. An employee choosing to use paid leave will not receive workers' compensation weekly income benefits until all paid leave is exhausted or to the extent that paid leave does not equal the pre-illness or -injury wage. If the use of paid leave is not elected, then the employee will only receive workers' compensation wage benefits for any absence resulting from a work-related illness or injury, which may not equal his or her pre-illness or -injury wage.

Assault Leave

Assault leave provides extended job income and benefits protection to an employee who is injured as the result of a physical assault suffered during the performance of his or her job. An incident involving an assault is a work-related injury and should be immediately reported to the Human Resources Coordinator.

An injury is treated as an assault if the person causing the injury could be prosecuted for assault or could not be prosecuted only because that person's age or mental capacity renders the person nonresponsible for purposes of criminal liability.

An employee who is physically assaulted at work may take all the leave time medically necessary (up to two years) to recover from the physical injuries he or she sustained. At the request of an employee, the district will immediately assign the employee to assault leave. Days of leave granted under the assault leave provision will not be deducted from accrued personal leave and must be coordinated with workers' compensation benefits. Upon investigation the district may change the assault leave status and charge leave used against the employee's accrued paid leave. The employee's pay will be deducted if accrued paid leave is not available.

Bereavement Leave

An employee may use accumulated state leave and/or local sick leave for a death in the immediate family.

Jury Duty

Policies DEC, DG

The district provides paid leave to employees who are summoned to jury duty including service on a grand jury. The district will not discharge, threaten to discharge, intimidate, or coerce any regular employee because of juror or grand juror service or for the employee's attendance or scheduled attendance in connection with the service in any court in the United States. Employees who report to the court for jury duty may keep any compensation the court provides. An employee should report a summons for jury duty to his or her supervisor as soon as it is received and may be required to provide the district a copy of the summons to document the need for leave.

An employee may be required to report back to work as soon as they are released from jury duty. The supervisor may consider the travel time required and the nature of the individual's position when determining the need to report to work. A copy of the release from jury duty or documentation of time spent at the court may be required.

Compliance with a Subpoena

Employees will be paid while on leave to comply with a valid subpoena to appear in a civil, criminal, legislative, or administrative proceeding and will not be required to use personal leave. Employees may be required to submit documentation of their need for leave for court appearances.

Truancy Court Appearances

An employee who is a parent, guardian of a child, or a court-appointed guardian ad litem of a child who is required to miss work to attend a truancy court hearing may use personal leave or compensatory time for the absence. Employees who do not have paid leave available will be docked for any absence required because of the court appearance.

Religious Observance

The district will reasonably accommodate an employee's request for absence for a religious holiday or observance. Accommodations such as changes to work schedules or approving a day of absence will be made unless they pose an undue hardship to the district. The employee may use any accumulated personal leave for this purpose. Employees who have exhausted applicable paid leave may be granted an unpaid day of absence.

Military Leave

Paid Leave for Military Service. Any employee who is a member of the Texas National Guard, Texas State Guard, reserve component of the United States Armed Forces, or a member of a state or federally authorized Urban Search and Rescue Team is entitled to 15 days of paid leave per fiscal year when engaged in authorized training or duty orders by proper authority. An additional seven days of leave per fiscal year are available if called to state active duty in response to a disaster. In addition, an employee is entitled to use available state and local personal or sick leave during a time of active military service.

Reemployment after Military Leave. Employees who leave the district to enter into the United States uniformed services or who are ordered to active duty as a member of the military force of any state (e.g., National or State Guard) may return to employment if they are honorably discharged. Employees who wish to return to the district will be reemployed provided they can be qualified to perform the required duties. Employees returning to work following military leave should contact the Human Resources Coordinator at 940-497-4039. In most cases, the length of federal military service cannot exceed five years.

Continuation of Health Insurance. Employees who perform service in the uniformed services may elect to continue their health plan coverage at their own cost for a period not to exceed 24 months. Employees should contact the Human Resources Coordinator at 940-497-4039 for details on eligibility, requirements, and limitations.

Employee Relations and Communications

Employee Recognition and Appreciation

Continuous efforts are made throughout the year to recognize employees who make an extra effort to contribute to the success of the district. Employees are recognized at board meetings, in the district newsletter, and through special events and activities.

District Communications

Continuous efforts are made throughout the year to recognize employees who make an extra effort to contribute to the success of the district. Employees are recognized at board meetings, in the district newsletter, and through special events and activities.

Complaints and Grievances

Policy DGBA

In an effort to hear and resolve employee concerns or complaints in a timely manner and at the lowest administrative level possible, the board has adopted an orderly grievance process. Employees are encouraged to discuss their concerns or complaints with their supervisors or an appropriate administrator at any time.

The formal process provides all employees with an opportunity to be heard up to the highest level of management if they are dissatisfied with an administrative response. Once all administrative procedures are exhausted, employees can bring concerns or complaints to the board of trustees. For ease of reference, the district's policy concerning the process of bringing concerns and complaints is reprinted as follows:

<http://pol.tasb.org/Policy/Code/392?filter=DGBA>

Employee Conduct and Welfare

Standards of Conduct

Policy DH

All employees are expected to work together in a cooperative spirit to serve the best interests of the district and to be courteous to students, one another, and the public. Employees are expected to observe the following standards of conduct:

- Recognize and respect the rights of students, parents, other employees, and members of the community.
- Maintain confidentiality in all matters relating to students and coworkers.
- Report to work according to the assigned schedule.
- Notify their immediate supervisor in advance or as early as possible in the event that they must be absent or late. Unauthorized absences, chronic absenteeism, tardiness, and failure to follow procedures for reporting an absence may be cause for disciplinary action.
- Know and comply with department and district policies and procedures.
- Express concerns, complaints, or criticism through appropriate channels.
- Observe all safety rules and regulations and report injuries or unsafe conditions to a supervisor immediately.
- Use district time, funds, and property for authorized district business and activities only.

All district employees should perform their duties in accordance with state and federal law, district policies and procedures, and ethical standards. Violation of policies, regulations, or guidelines, including intentionally making a false claim, offering false statements, or refusing to cooperate with a district investigation may result in disciplinary action, including termination. Alleged incidents of certain misconduct by educators, including having a criminal record, must be reported to SBEC not later than the seventh day after the superintendent knew of the incident. See *Reports to the Texas Education Agency*, page [61](#) for additional information.

The *Educators' Code of Ethics*, adopted by the State Board for Educator Certification, which all district employees must adhere to, is reprinted below:

Texas Educators' Code of Ethics

Purpose and Scope

The Texas educator shall comply with standard practices and ethical conduct toward students, professional colleagues, school officials, parents, and members of the community and shall safeguard academic freedom. The Texas educator, in maintaining the dignity of the profession, shall respect and obey the law, demonstrate personal integrity, and exemplify honesty and good moral character. The Texas educator, in exemplifying ethical relations with colleagues, shall extend just and equitable treatment to all members of the profession. The Texas educator, in accepting a position of public trust, shall measure success by the progress of each student toward realization of his or her potential as an effective citizen. The Texas educator, in fulfilling responsibilities in the community, shall cooperate with parents and others to improve the public schools of the community. This chapter shall apply to educators and candidates for certification. (19 TAC 247.1(b))

Enforceable Standards

1. Professional Ethical Conduct, Practices, and Performance

Standard 1.1 The educator shall not intentionally, knowingly, or recklessly engage in deceptive practices regarding official policies of the school district, educational institution, educator preparation program, the Texas Education Agency, or the State Board for Educator Certification (SBEC) and its certification process.

Standard 1.2 The educator shall not intentionally, knowingly, or recklessly misappropriate, divert, or use monies, personnel, property, or equipment committed to his or her charge for personal gain or advantage.

Standard 1.3 The educator shall not submit fraudulent requests for reimbursement, expenses, or pay.

Standard 1.4 The educator shall not use institutional or professional privileges for personal or partisan advantage.

Standard 1.5 The educator shall neither accept nor offer gratuities, gifts, or favors that impair professional judgment or that are used to obtain special advantage. This standard shall not restrict the acceptance of gifts or tokens offered and accepted openly from students, parents of students, or other persons or organizations in recognition or appreciation of service.

Standard 1.6 The educator shall not falsify records, or direct or coerce others to do so.

Standard 1.7 The educator shall comply with state regulations, written local school board policies, and other state and federal laws.

Standard 1.8 The educator shall apply for, accept, offer, or assign a position or a responsibility on the basis of professional qualifications.

Standard 1.9 The educator shall not make threats of violence against school district employees, school board members, students, or parents of students.

Standard 1.10 The educator shall be of good moral character and be worthy to instruct or supervise the youth of this state.

Standard 1.11 The educator shall not intentionally, knowingly, or recklessly misrepresent his or her employment history, criminal history, and/or disciplinary record when applying for subsequent employment.

Standard 1.12 The educator shall refrain from the illegal use, abuse, or distribution of controlled substances, prescription drugs and toxic inhalants.

Standard 1.13 The educator shall not be under the influence of alcohol or consume alcoholic beverages on school property or during school activities when students are present.

2. Ethical Conduct toward Professional Colleagues

Standard 2.1 The educator shall not reveal confidential health or personnel information concerning colleagues unless disclosure serves lawful professional purposes or is required by law.

Standard 2.2 The educator shall not harm others by knowingly making false statements about a colleague or the school system.

Standard 2.3 The educator shall adhere to written local school board policies and state and federal laws regarding the hiring, evaluation, and dismissal of personnel.

Standard 2.4 The educator shall not interfere with a colleague's exercise of political, professional, or citizenship rights and responsibilities.

Standard 2.5 The educator shall not discriminate against or coerce a colleague on the basis of race, color, religion, national origin, age, gender, disability, family status, or sexual orientation.

Standard 2.6 The educator shall not use coercive means or promise of special treatment in order to influence professional decisions or colleagues.

Standard 2.7 The educator shall not retaliate against any individual who has filed a complaint with the SBEC or who provides information for a disciplinary investigation or proceeding under this chapter.

Standard 2.8 The educator shall not intentionally or knowingly subject a colleague to sexual harassment.

3. Ethical Conduct toward Students

Standard 3.1 The educator shall not reveal confidential information concerning students unless disclosure serves lawful professional purposes or is required by law.

Standard 3.2 The educator shall not intentionally, knowingly, or recklessly treat a student or minor in a manner that adversely affects or endangers the learning, physical health, mental health, or safety of the student or minor.

Standard 3.3 The educator shall not intentionally, knowingly, or recklessly misrepresent facts regarding a student.

Standard 3.4 The educator shall not exclude a student from participation in a program, deny benefits to a student, or grant an advantage to a student on the basis of race, color, gender, disability, national origin, religion, family status, or sexual orientation.

Standard 3.5 The educator shall not intentionally, knowingly, or recklessly engage in physical mistreatment, neglect, or abuse of a student or minor.

Standard 3.6 The educator shall not solicit or engage in sexual conduct or a romantic relationship with a student or minor.

Standard 3.7 The educator shall not furnish alcohol or illegal/unauthorized drugs to any person under 21 years of age unless the educator is a parent or guardian of that child or knowingly allow any person under 21 years of age unless the educator is a parent or guardian of that child to consume alcohol or illegal/unauthorized drugs in the presence of the educator.

Standard 3.8 The educator shall maintain appropriate professional educator-student relationships and boundaries based on a reasonably prudent educator standard.

Standard 3.9 The educator shall refrain from inappropriate communication with a student or minor, including, but not limited to, electronic communication such as cell phone, text messaging, email, instant messaging, blogging, or other social network communication. Factors that may be considered in assessing whether the communication is inappropriate include, but are not limited to:

- (i) the nature, purpose, timing, and amount of the communication;
- (ii) the subject matter of the communication;
- (iii) whether the communication was made openly or the educator attempted to conceal the communication;
- (iv) whether the communication could be reasonably interpreted as soliciting sexual contact or a romantic relationship;

- (v) whether the communication was sexually explicit; and
- (vi) whether the communication involved discussion(s) of the physical or sexual attractiveness or the sexual history, activities, preferences, or fantasies of either the educator or the student.

Discrimination, Harassment, and Retaliation

Policies DH, DIA

Employees shall not engage in prohibited harassment, including sexual harassment, of other employees, unpaid interns, student teachers, or students. While acting in the course of their employment, employees shall not engage in prohibited harassment of other persons including board members, vendors, contractors, volunteers, or parents. A substantiated charge of harassment will result in disciplinary action.

Individuals who believe they have been discriminated or retaliated against or harassed are encouraged to promptly report such incidents to the campus principal, supervisor, or appropriate district official. If the campus principal, supervisor, or district official is the subject of a complaint, the complaint should be made directly to the superintendent. A complaint against the superintendent may be made directly to the board.

Any district employee who believes that he or she has experienced prohibited conduct based on sex, including sexual harassment, or believes that another employee has experienced such prohibited conduct, should immediately report the alleged acts. The employee may report the alleged acts to his or her supervisor, the campus principal, the Title IX coordinator, or the superintendent. The district's Title IX coordinator's name and contact information is listed in the Equal Employment Opportunity section of this handbook.

The district's policy that includes definitions and procedures for reporting and investigating discrimination, harassment, and retaliation is reprinted below:

<http://pol.tasb.org/Policy/Code/392?filter=DIA>

Harassment of Students

Policies DH, DHB, FFG, FFH, FFI

Sexual and other harassment of students by employees are forms of discrimination and are prohibited by law. Romantic or inappropriate social relationships between students and district employees are prohibited.

Employees who suspect a student may have experienced prohibited harassment are obligated to report their concerns to the campus principal or other appropriate district official. Any

district employee who suspects or receives direct or indirect notice that a student or group of students has or may have experienced prohibited conduct based on sex, including sexual harassment, of a student shall immediately notify the district's Title IX coordinator, the ADA/Section 504 coordinator, or superintendent and take any other steps required by district policy.

All allegations of prohibited harassment of a student by an employee or adult will be reported to the student's parents and promptly investigated. An employee who knows of or has reasonable cause to believe that child abuse or neglect occurred child abuse must also report his or her knowledge or suspicion to the appropriate authorities, as required by law. See *Reporting Suspected Child Abuse*, page 42 and *Bullying*, page 68 for additional information.

The district's policy that includes definitions and procedures for reporting and investigating harassment of students is reprinted below:

[http://pol.tasb.org/Policy/Download/392?filename=DHB\(LEGAL\).pdf](http://pol.tasb.org/Policy/Download/392?filename=DHB(LEGAL).pdf)

<http://pol.tasb.org/Policy/Code/392?filter=FFH>

Reporting Suspected Child Abuse

Policies DG, FFG, GRA

All employees with reasonable cause to believe that a child's physical or mental health or welfare has been adversely affected by abuse or neglect, as defined by Texas Family Code §261.001, are required by state law to make a report to a law enforcement agency, Child Protective Services (CPS), or appropriate state agency (e.g., state agency operating, licensing, certifying, or registering the facility) within 48 hours of the event that led to the suspicion. Alleged abuse or neglect involving a person responsible for the care, custody, or welfare of the child (including a teacher) must be reported to CPS.

Employees are also required to make a report if they have reasonable cause to believe that an adult was a victim of abuse or neglect as a child and they determine in good faith that the disclosure of the information is necessary to protect the health and safety of another child, elderly person, or person with a disability.

Reports to Child Protective Services can be made online at <https://www.txabusehotline.org/Login/Default.aspx> or to the Texas Abuse Hotline (800-252-5400). State law specifies that an employee may not delegate to or rely on another person or administrator to make the report.

Under state law, any person reporting or assisting in the investigation of reported child abuse or neglect is immune from liability unless the report is made in bad faith or with malicious intent. In addition, the district is prohibited from taking an adverse employment action against

a certified or licensed professional who, in good faith, reports child abuse or neglect or who participates in an investigation regarding an allegation of child abuse or neglect.

An employee's failure to make the required report may result in prosecution as a Class A misdemeanor. The offense of failure to report by a professional may be a state jail felony if it is shown the individual intended to conceal the abuse or neglect. In addition, a certified employee's failure to report may result in disciplinary procedures by SBEC for a violation of the Texas Educators' Code of Ethics.

Employees who suspect that a student has been or may be abused or neglected should also report their concerns to the campus principal. This includes students with disabilities who are no longer minors. Employees are not required to report their concern to the principal before making a report to the appropriate agency.

Reporting the concern to the principal does not relieve the employee of the requirement to report it to the appropriate state agency. In addition, employees must cooperate with investigators of child abuse and neglect. Interference with a child abuse investigation by denying an interviewer's request to interview a student at school or requiring the presence of a parent or school administrator against the desires of the duly authorized investigator is prohibited.

Sexual Abuse and Maltreatment of Children

The district has established a plan for addressing sexual abuse and other maltreatment of children, which may be accessed at <http://www.ldisd.net/Page/1709>. As an employee, it is important for you to be aware of warning signs that could indicate a child may have been or is being sexually abused or maltreated. Sexual abuse in the Texas Family Code is defined as any sexual conduct harmful to a child's mental, emotional, or physical welfare as well as a failure to make a reasonable effort to prevent sexual conduct with a child. Maltreatment is defined as abuse or neglect. Anyone who has reasonable cause to believe that a child has been or may be abused or neglected has a legal responsibility under state law for reporting the suspected abuse or neglect following the procedures described above in *Reporting Suspected Child Abuse*.

Reporting Crime

Policy DG

The Texas Whistleblower Act protects district employees who make good faith reports of violations of law by the district to an appropriate law enforcement authority. The district is prohibited from suspending, terminating the employment of, or taking other adverse personnel action against, an employee who makes a report under the Act. State law also provides employees with the right to report a crime witnessed at the school to any peace officer with authority to investigate the crime.

Scope and Sequence

Policy DG

If a teacher determines that students need more or less time in a specific area to demonstrate proficiency in the Texas Essential Knowledge and Skills (TEKS) for that subject and grade level, the district will not penalize the teacher for not following the district's scope and sequence.

The district may take appropriate action if a teacher does not follow the district's scope and sequence based on documented evidence of a deficiency in classroom instruction. This documentation can be obtained through observation or substantiated and documented third-party information.

Technology Resources

Policy CQ

The district's technology resources, including its networks, computer systems, email accounts, devices connected to its networks, and all district-owned devices used on or off school property, are primarily for administrative and instructional purposes. Limited personal use is permitted if the use:

- Imposes no tangible cost to the district.
- Does not unduly burden the district's technology resources.
- Has no adverse effect on job performance or on a student's academic performance.

Electronic mail transmissions and other use of the technology resources are not confidential and can be monitored at any time to ensure appropriate use.

Employees are required to abide by the provisions of the district's acceptable use agreement and administrative procedures. Failure to do so can result in suspension of access or termination of privileges and may lead to disciplinary and legal action.

Employees are responsible for reviewing the following:

- LDISD Acceptable Use Policy: <https://www.ldisd.net/Page/7717>
- Mobile Device Guide: <https://www.ldisd.net/Page/7597>
- BYOD Guide: <https://www.ldisd.net/Page/4546>

Employees with questions about computer use and data management can contact the Director of Technology at 940-497-4039.

Personal Use of Electronic Communications

Policy CQ, DH

Electronic communications include all forms of social media, such as text messaging, instant messaging, electronic mail (email), web logs (blogs), wikis, electronic forums (chat rooms), video-sharing websites (e.g., YouTube), editorial comments posted on the Internet, and social network sites (e.g., Facebook, Twitter, LinkedIn, Instagram). Electronic communications also include all forms of telecommunication such as landlines, cell phones, and web-based applications.

As role models for the district's students, employees are responsible for their public conduct even when they are not acting as district employees. Employees will be held to the same professional standards in their public use of electronic communications as they are for any other public conduct. If an employee's use of electronic communications interferes with the employee's ability to effectively perform his or her job duties, the employee is subject to disciplinary action, up to and including termination of employment. If an employee wishes to use a social network site or similar media for personal purposes, the employee is responsible for the content on the employee's page, including content added by the employee, the employee's friends, or members of the public who can access the employee's page, and for web links on the employee's page. The employee is also responsible for maintaining privacy settings appropriate to the content.

An employee who uses electronic communications for personal purposes shall observe the following:

- The employee may not set up or update the employee's personal social network page(s) using the district's computers, network, or equipment.
- The employee shall limit use of personal electronic communication devices to send or receive calls, text messages, pictures, and videos to breaks, meal times, and before and after scheduled work hours, unless there is an emergency or the use is authorized by a supervisor to conduct district business.
- The employee shall not use the district's logo or other copyrighted material of the district without express written consent.
- An employee may not share or post, in any format, information, videos, or pictures obtained while on duty or on district business unless the employee first obtains written approval from the employee's immediate supervisor. Employees should be cognizant that they have access to information and images that, if transmitted to the public, could violate privacy concerns.
- The employee continues to be subject to applicable state and federal laws, local policies, administrative regulations, and the Texas Educators' Code of Ethics, even when communicating regarding personal and private matters, regardless of whether the

employee is using private or public equipment, on or off campus. These restrictions include:

- Confidentiality of student records. [See Policy FL]
- Confidentiality of health or personnel information concerning colleagues, unless disclosure serves lawful professional purposes or is required by law. [See DH (EXHIBIT)]
- Confidentiality of district records, including educator evaluations and private email addresses. [See Policy GBA]
- Copyright law [See Policy CY]
- Prohibition against harming others by knowingly making false statements about a colleague or the school system. [See DH (EXHIBIT)]

See *Electronic Communications between Employees, Students, and Parents*, below, for regulations on employee communication with students through electronic media.

Electronic Communications between Employees, Students, and Parents

Policy DH

A certified or licensed employee, or any other employee designated in writing by the superintendent or a campus principal, may use electronic communications with students who are currently enrolled in the district. The employee must comply with the provisions outlined below. Electronic communications between all other employees and students who are enrolled in the district are prohibited. Employees are not required to provide students with their personal phone number or email address.

An employee is not subject to the provisions regarding electronic communications with a student to the extent the employee has a social or family relationship with a student. For example, an employee may have a relationship with a niece or nephew, a student who is the child of an adult friend, a student who is a friend of the employee's child, or a member or participant in the same civic, social, recreational, or religious organization. An employee who claims an exception based on a social relationship shall provide written consent from the student's parent. The written consent shall include an acknowledgement by the parent that:

- The employee has provided the parent with a copy of this protocol;
- The employee and the student have a social relationship outside of school;
- The parent understands that the employee's communications with the student are excepted from district regulation; and

- The parent is solely responsible for monitoring electronic communications between the employee and the student.

The following definitions apply for the use of electronic media with students:

- *Electronic communications* means any communication facilitated by the use of any electronic device, including a telephone, cellular telephone, computer, computer network, personal data assistant, or pager. The term includes email, text messages, instant messages, and any communication made through an Internet website, including a social media website or a social networking website.
- *Communicate* means to convey information and includes a one-way communication as well as a dialogue between two or more people. A public communication by an employee that is not targeted at students (e.g., a posting on the employee’s personal social network page or a blog) is not a *communication*: however, the employee may be subject to district regulations on personal electronic communications. See *Personal Use of Electronic Media*, above. Unsolicited contact from a student through electronic means is not a *communication*.
- *Certified or licensed employee* means a person employed in a position requiring SBEC certification or a professional license, and whose job duties may require the employee to communicate electronically with students. The term includes classroom teachers, counselors, principals, librarians, paraprofessionals, nurses, educational diagnosticians, licensed therapists, and athletic trainers.

An employee who communicates electronically with students shall observe the following:

- The employee is prohibited from knowingly communicating with students using any form of electronic communications, including mobile and web applications, that are not provided or accessible by the district unless a specific exception is noted below.
- Only a teacher, trainer, or other employee who has an extracurricular duty may use text messaging, and then only to communicate with students who participate in the extracurricular activity over which the employee has responsibility. An employee who communicates with a student using text messaging shall comply with the following protocol:
 - For each text message addressed to one or more students, the employee shall send a copy of the text message to the employee’s district email address.
- The employee shall limit communications to matters within the scope of the employee’s professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests; for an employee with an extracurricular duty, matters relating to the extracurricular activity).

- The employee is prohibited from knowingly communicating with students through a personal social network page; the employee must create a separate social network page (“professional page”) for the purpose of communicating with students. The employee must enable administration and parents to access the employee’s professional page.
- The employee shall not communicate directly with any student between the hours of 10:00 p.m. and 6:00 a.m. An employee may, however, make public posts to a social network site, blog, or similar application at any time.
- The employee does not have a right to privacy with respect to communications with students and parents.
- The employee continues to be subject to applicable state and federal laws, local policies, administrative regulations, and the Texas Educators’ Code of Ethics including:
 - Compliance with the Public Information Act and the Family Educational Rights and Privacy Act (FERPA), including retention and confidentiality of student records. [See Policies CPC and FL]
 - Copyright law [Policy CY]
 - Prohibitions against soliciting or engaging in sexual conduct or a romantic relationship with a student. [See Policy DH]
- Upon request from administration, an employee will provide the phone number(s), social network site(s), or other information regarding the method(s) of electronic media the employee uses to communicate with one or more currently-enrolled students.
- Upon written request from a parent or student, the employee shall discontinue communicating with the student through email, text messaging, instant messaging, or any other form of one-to-one communication.
- An employee may request an exception from one or more of the limitations above by submitting a written request to his or her immediate supervisor.
- All staff are required to use school email accounts for all electronic communications with parents. Communication about school issues through personal email accounts or text messages are not allowed as they cannot be preserved in accordance with the district’s record retention policy.
- An employee shall notify his or supervisor in writing within one business day if a student engages in an improper electronic communication with the employee. The employee should describe the form and content of the electronic communication.

Public Information on Private Devices

Policy DH

Employees should not maintain district information on privately owned devices. Any district information must be forwarded or transferred to the district to be preserved. The district will take reasonable efforts to obtain public information in compliance with the Public Information Act. Reasonable efforts may include:

- Verbal or written directive
- Remote access to district-owned devices and services

Criminal History Background Checks

Policy DBAA

Employees may be subject to a review of their criminal history record information at any time during employment. National criminal history checks based on an individual's fingerprints, photo, and other identification will be conducted on certain employees and entered into the Texas Department of Public Safety (DPS) Clearinghouse. This database provides the district and SBEC with access to an employee's current national criminal history and updates to the employee's subsequent criminal history.

Employee Arrests and Convictions

Policy DH

An employee must notify his or her principal or immediate supervisor within three calendar days of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of any felony, and any of the other offenses listed below:

- Crimes involving school property or funds
- Crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator
- Crimes that occur wholly or in part on school property or at a school-sponsored activity
- Crimes involving moral turpitude

Moral turpitude includes the following:

- Dishonesty
- Fraud

- Deceit
- Theft
- Misrepresentation
- Deliberate violence
- Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor
- Crimes involving any felony possession or conspiracy to possess, or any misdemeanor or felony transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any controlled substance
- Felonies involving driving while intoxicated (DWI)
- Acts constituting abuse or neglect under the Texas Family Code.

If an educator is arrested or criminally charged, the superintendent is also required to report the educator’s criminal history to the Division of Investigations at TEA.

Alcohol and Drug-Abuse Prevention

Policy DH

Lake Dallas ISD is committed to maintaining an alcohol- and drug-free environment and will not tolerate the use of alcohol and illegal drugs in the workplace and at school-related or school-sanctioned activities on or off school property. Employees who use or are under the influence of alcohol or illegal drugs as defined by the Texas Controlled Substances Act during working hours may be dismissed. The district’s policy regarding employee drug use follows:

<http://pol.tasb.org/Policy/Code/392?filter=DH>

Tobacco Products and E-Cigarette Use

Policies DH, FNCD, GKA

State law prohibits smoking, using tobacco products, or e-cigarettes on all district-owned property and at school-related or school-sanctioned activities, on or off school property. This includes all buildings, playground areas, parking facilities, and facilities used for athletics and other activities. Drivers of district-owned vehicles are prohibited from smoking, using tobacco products, or e-cigarettes while inside the vehicle. Notices stating that smoking is prohibited by law and punishable by a fine are displayed in prominent places in all school buildings.

Fraud and Financial Impropriety

Policy CAA

All employees should act with integrity and diligence in duties involving the district's financial resources. The district prohibits fraud and financial impropriety, as defined below. Fraud and financial impropriety include the following:

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

Conflict of Interest

Policy CB, DBD

Employees are required to disclose in writing to the district any situation that creates a potential conflict of interest with proper discharge of assigned duties and responsibilities or

creates a potential conflict of interest with the best interests of the district. This includes the following:

- A personal financial interest
- A business interest
- Any other obligation or relationship
- Non-school employment

Employees should contact their supervisor for additional information.

Gifts and Favors

Policy DBD

Employees may not accept gifts or favors that could influence, or be construed to influence, the employee's discharge of assigned duties. The acceptance of a gift, favor, or service by an administrator or teacher that might reasonably tend to influence the selection of textbooks, electronic textbooks, instructional materials or technological equipment may result in prosecution of a Class B misdemeanor offense. This does not include staff development, teacher training, or instructional materials such as maps or worksheets that convey information to students or contribute to the learning process.

Copyrighted Materials

Policy CY

Employees are expected to comply with the provisions of federal copyright law relating to the unauthorized use, reproduction, distribution, performance, or display of copyrighted materials (i.e., printed material, videos, computer data and programs, etc.). Electronic media, including motion pictures and other audiovisual works, are to be used in the classroom for instructional purposes only. Duplication or backup of computer programs and data must be made within the provisions of the purchase agreement.

Associations and Political Activities

Policy DGA

The district will not directly or indirectly discourage employees from participating in political affairs or require any employee to join any group, club, committee, organization, or association. Employees may join or refuse to join any professional association or organization.

An individual's employment will not be affected by membership or a decision not to be a member of any employee organization that exists for the purpose of dealing with employers

concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work. Use of district resources including work time for political activities is prohibited.

The district encourages personal participation in the political process, including voting. Employees who need to be absent from work to vote during the early voting period or on election day must communicate with their immediate supervisor prior to the absence.

Charitable Contributions

Policy DG

The Board or any employee may not directly or indirectly require or coerce an employee to make a contribution to a charitable organization or in response to a fundraiser. Employees cannot be required to attend a meeting called for the purpose of soliciting charitable contributions. In addition, the Board or any employee may not directly or indirectly require or coerce an employee to refrain from making a contribution to a charitable organization or in response to a fundraiser or attending a meeting called for the purpose of soliciting charitable contributions.

Safety

Policy CK series

The district has developed and promotes a comprehensive program to ensure the safety of its employees, students, and visitors. The safety program includes guidelines and procedures for responding to emergencies and activities to help reduce the frequency of accidents and injuries. See Emergencies on page [56](#) for additional information.

To prevent or minimize injuries to employees, coworkers, and students and to protect and conserve district equipment, employees must comply with the following requirements:

- Observe all safety rules.
- Keep work areas clean and orderly at all times.
- Immediately report all accidents to their supervisor.
- Operate only equipment or machines for which they have training and authorization.

While driving on district business, employees are required to abide by all state and local traffic laws. Employees driving on district business are prohibited from texting and using other electronic devices that require both visual and manual attention while the vehicle is in motion. Employees will exercise care and sound judgment on whether to use hands-free technology while the vehicle is in motion.

Employees with questions or concerns relating to safety programs and issues can contact the Human Resources Department at 940-497-4039.

Possession of Firearms and Weapons

Policies DH, FNCG, GKA

Employees, visitors, and students, including those with a license to carry a handgun, are prohibited from bringing firearms, knives, clubs, or other prohibited weapons onto school premises (i.e., building or portion of a building) or any grounds or building where a school-sponsored activity takes place. A person, including an employee, who holds a license to carry a handgun may transport or store a handgun or other firearm or ammunition in a locked vehicle in a parking lot, garage, or other district provided parking area, provided the handgun or firearm or ammunition is properly stored, and not in plain view. To ensure the safety of all persons, employees who observe or suspect a violation of the district's weapons policy should report it to their supervisor or call LDISD Central Administration at 940-497-4039 immediately.

Visitors in the Workplace

Policy GKC

All visitors are expected to enter any district facility through the main entrance and sign in or report to the building's main office. Authorized visitors will receive directions or be escorted to their destination. Employees who observe an unauthorized individual on the district premises should immediately direct him or her to the building office or contact the administrator in charge.

Asbestos Management Plan

Policy CKA

The district is committed to providing a safe environment for employees. An accredited management planner has developed an asbestos management plan for each school. A copy of the district's management plan is kept at each Campus Administration office and is available for inspection during normal business hours.

Pest Control Treatment

Policies CLB, DI

Employees are prohibited from applying any pesticide or herbicide without appropriate training and prior approval of the integrated pest management (IPM) coordinator. Any application of pesticide or herbicide must be done in a manner prescribed by law and the district's integrated pest management program.

Notices of planned pest control treatment will be posted in a district building 48 hours before the treatment begins. Notices are generally located at the building entrances. In addition, individual employees may request in writing to be notified of pesticide applications. An employee who requests individualized notice will be notified by telephone, written, or electronic means. Pest control information sheets are available from campus principals or facility managers upon request.

General Procedures

Emergency School Closing

The district may close schools because of severe weather, epidemics, or other emergency conditions. When such conditions exist, the Superintendent will make the official decision concerning the closing of the district's facilities. When it becomes necessary to open late, to release students early, or to cancel school, district officials will post a notice on the district's website and notify the following radio and television stations:

www.ldisd.net
TV Channels 4, 5, 8, and 11
Radio Stations WBAP-820 AM and KLTY-94.9 FM
Twitter
Facebook

Emergencies

Policies CKC, CKD

All employees should be familiar with the safety procedures for responding to emergencies, including a medical emergency. Employees should locate evacuation diagrams posted in their work areas and be familiar with shelter in place, lockout, and lockdown procedures. Emergency drills will be conducted to familiarize employees and students with safety and evacuation procedures. Each campus is equipped with an automatic external defibrillator. Fire extinguishers are located throughout all district buildings. Employees should know the location of these devices and procedures for their use.

Purchasing Procedures

Policy CH

All requests for purchases must be submitted to the LDISD Business Department on an official district purchase order (PO) form with the appropriate approval signatures. No purchases, charges, or commitments to buy goods or services for the district can be made without a PO

number. The district will not reimburse employees or assume responsibility for purchases made without authorization. Employees are not permitted to purchase supplies or equipment for personal use through the district's business office. Contact the Director of Accounting at 940-497-4039 for additional information on purchasing procedures.

Name and Address Changes

It is important that employment records be kept up to date. Employees must notify the Human Resources Department if there are any changes or corrections to their name, home address, contact telephone number, marital status, emergency contact, or beneficiary. The form to process a change in personal information can be obtained from the Human Resources Department.

Personnel Records

Policy DBA, GBA

Most district records, including personnel records, are public information and must be released upon request. In most cases, an employee's personal email address is confidential and may not be released without the employee's permission.

Employees may choose to have the following personal information withheld:

- Address
- Phone number, including personal cell phone number
- Emergency contact information
- Information that reveals whether they have family members

The choice to not allow public access to this information or change an existing choice may be made at any time by submitting a written request to the Human Resources Department. New or terminated employees have 14 days after hire or termination to submit a request. Otherwise, personal information may be released to the public until a request to withhold the information is submitted or another exception for release of information under law applies. An employee is responsible for notifying the district if he or she is subject to any exception for disclosure of personal or confidential information.

Facility Use

Policies DGA, GKD

Employees who wish to use district facilities after school hours must follow established procedures. The LDHS Athletic Department Secretary is responsible for scheduling the use of facilities after school hours. Contact the Athletic Department Secretary at 940-497-8544 to request to use school facilities and to obtain information on the fees charged.

Termination of Employment

Resignations

Policy DFE, DHB

Contract Employees. Contract employees may resign their position without penalty at the end of any school year if written notice is received at least 45 days before the first day of instruction of the following school year. A written notice of resignation should be submitted to the Superintendent. Contract employees may resign at any other time only with the approval of the superintendent or the board of trustees. Resignation without consent may result in disciplinary action by the State Board for Educator Certification (SBEC).

The principal is required to notify the superintendent of an educator's resignation within seven business days following an alleged incident of misconduct for any of the acts listed in *Reports to Texas Education Agency* on page [61](#). The superintendent will notify SBEC when an employee resigns and there is evidence to indicate that the employee has engaged in such misconduct.

Noncontract Employees. Noncontract employees may resign their position at any time. A written notice of resignation should be submitted to the employee's supervisor at least two weeks prior to the effective date. Employees are encouraged to include the reasons for leaving in the letter of resignation but are not required to do so.

The principal is required to notify the superintendent of a noncertified employee's resignation or termination within seven business days following an alleged incident of misconduct of abuse of a student, or was involved in a romantic relationship with or solicited or engaged in sexual conduct with a student or minor. The superintendent will notify TEA within seven business days of receiving a report from a principal, or of knowing about an employee's resignation or termination following an alleged incident of misconduct described above.

Dismissal or Nonrenewal of Contract Employees

Policies DF Series, DHB

Employees on probationary, term, and continuing contracts can be dismissed during the school year according to the procedures outlined in district policies. Employees on probationary or term contracts can be nonrenewed at the end of the contract term. Contract employees dismissed during the school year, suspended without pay, or subject to a reduction in force are entitled to receive notice of the recommended action, an explanation of the charges against them, and an opportunity for a hearing. The timelines and procedures to be followed when a suspension, termination, or nonrenewal occurs will be provided when a written notice is given to an employee.

The principal is required to notify the superintendent of an educator's termination within seven business days following an alleged incident of misconduct for any of the acts listed in *Reports to*

Texas Education Agency on page [61](#). The superintendent will notify SBEC when an employee is terminated and there is evidence to indicate that the employee has engaged in such misconduct.

Advance notification requirements do not apply when a contract employee is dismissed for failing to obtain or maintain appropriate certification or when the employee's certification is revoked for misconduct. Information on the timelines and procedures can be found in the DF series policies that are provided to employees or are available online.

Dismissal of Noncontract Employees

Policies DCD, DP

Noncontract employees are employed at will and may be dismissed without notice, a description of the reasons for dismissal, or a hearing. It is unlawful for the district to dismiss any employee for reasons of race, color, religion, sex, national origin, age, disability, military status, genetic information, any other basis protected by law, or in retaliation for the exercise of certain protected legal rights. Noncontract employees who are dismissed have the right to grieve the termination. The dismissed employee must follow the district process outlined in this handbook when pursuing the grievance. (See *Complaints and Grievances*, page [37](#).)

The principal is required to notify the superintendent of a noncertified employee's resignation or termination within seven business days following an alleged incident of misconduct of abuse of a student, or was involved in a romantic relationship with or solicited or engaged in sexual conduct with a student or minor. The superintendent will notify TEA within seven business days of receiving a report from a principal, or knew about an employee's resignation or termination following an alleged incident of misconduct described above.

Discharge of Convicted Employees

Policy DF

The district shall discharge any employee who has been convicted of or placed on deferred adjudication community supervision for an offense requiring the registration as a sex offender or convicted of a felony under Title 5 Penal Code if the victim was a minor.

If the offense is more than 30 years before the date the person's employment began or the person satisfied all terms of the court order entered on conviction the requirement to discharge does not apply.

Exit Interviews and Procedures

Exit interviews will be scheduled for all employees leaving the district. Information on the continuation of benefits, release of information, and procedures for requesting references will be provided at this time. Separating employees are asked to provide the district with a forwarding address and phone number and complete a questionnaire that provides the district with feedback on his or her employment experience. All district keys, books, property, including intellectual property, and equipment must be returned upon separation from employment.

Reports to Texas Education Agency

Policies DF, DHB, DHC

Certified Employees. The resignation or termination of a certified employee must be reported to the Division of Investigations at TEA if there is evidence that the employee was involved in any of the following:

- Any form of sexual or physical abuse of a minor, or any other unlawful conduct with a student or a minor
- Soliciting or engaging in sexual contact or a romantic relationship with a student or minor
- The possession, transfer, sale, or distribution of a controlled substance
- The illegal transfer, appropriation, or expenditure of district or school property or funds
- An attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit for the purpose of promotion or additional compensation
- Committing a criminal offense or any part of a criminal offense on district property or at a school-sponsored event.

The reporting requirements above are in addition to the superintendent's ongoing duty to notify TEA when a certified employee or an applicant for certification has a reported criminal history or engaged in conduct violating the assessment security procedures established under TEC §39.0301. "Reported criminal history" means any formal criminal justice system charges and dispositions including arrests, detentions, indictments, criminal information, convictions, deferred adjudications, and probations in any state or federal jurisdiction that is obtained by a means other than the Fingerprint-based Applicant Clearinghouse of Texas (FACT).

Noncertified Employees. The voluntary or involuntary separation of a noncertified employee from the District must be reported to the Division of Investigations at TEA by the superintendent if there is evidence the employee abused or otherwise committed an unlawful act with a student or minor, was involved in a romantic relationship with a student or minor, or solicited or engaged in sexual contact with a student or minor.

Reports Concerning Court-Ordered Withholding

The district is required to report the termination of employees that are under court order or writ of withholding for child support or spousal maintenance. Notice of the following must be sent to the support recipient and the court or, in the case of child support, the Texas Attorney General Child Support Division:

- Termination of employment not later than the seventh day after the date of termination
- Employee's last known address
- Name and address of the employee's new employer, if known

Student Issues

Equal Educational Opportunities

Policies FB, FFH

In an effort to promote nondiscrimination and as required by law, Lake Dallas ISD does not discriminate on the basis of race, color, religion, national origin, age, sex, or disability in providing education services, activities, and programs, including Career and Technical Education (CTE) programs, in accordance with Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Educational Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended.

Questions or concerns about discrimination against students based on sex, including sexual harassment should be directed to *Karla Landrum, Executive Director of Human Resources, 104 Swisher Road, Lake Dallas, TX 75065, 940-497-4039*, the district Title IX coordinator for students. Questions or concerns about discrimination on the basis of a disability should be directed to *Stephanie Payne, District Assessment, 504, Counseling Coordinator, 104 Swisher Road, Lake Dallas, TX 75065, 940-497-4039*, the district ADA/Section 504 coordinator for students. All other questions or concerns relating to discrimination based on any other reasons should be directed to the Superintendent.

Student Records

Policy FL

Student records are confidential and are protected from unauthorized inspection or use. Employees should take precautions to maintain the confidentiality of all student records. The following people are the only people who have general access to a student's records:

- Parents: Married, separated, or divorced unless parental rights have been legally terminated and the school has been given a copy of the court order terminating parental rights
- The student: The rights of parents transfer to a student who turns 18 or is enrolled in an institution of post-secondary education. A district is not prohibited from granting the student access to the student's records before this time.
- School officials with legitimate educational interests

The student handbook provides parents and students with detailed information on student records. Parents or students who want to review student records should be directed to the Campus Principal for assistance.

Parent and Student Complaints

Policy FNG

In an effort to hear and resolve parent and student complaints in a timely manner and at the lowest administrative level possible, the board has adopted orderly processes for handling complaints on different issues. Any campus office or the superintendent's office can provide parents and students with information on filing a complaint.

Parents are encouraged to discuss problems or complaints with the teacher or the appropriate administrator at any time. Parents and students with complaints that cannot be resolved to their satisfaction should be directed to the campus principal. The formal complaint process provides parents and students with an opportunity to be heard up to the highest level of management if they are dissatisfied with a principal's response.

Administering Medication to Students

Policy FFAC

Only designated employees may administer prescription medication, nonprescription medication, and herbal or dietary supplements to students. Exceptions apply to the self-administration of asthma medication, medication for anaphylaxis (e.g., EpiPen®), and medication for diabetes management, if the medication is self-administered in accordance with district policy and procedures. A student who must take any other medication during the school day must bring a written request from his or her parent and the medicine in its original, properly labeled container. Contact the principal or school nurse for information on procedures that must be followed when administering medication to students.

Dietary Supplements

Policies DH, FFAC

District employees are prohibited by state law from knowingly selling, marketing, or distributing a dietary supplement that contains performance-enhancing compounds to a student with whom the employee has contact as part of his or her school district duties. In addition, employees may not knowingly endorse or suggest the ingestion, intranasal application, or inhalation of a performance-enhancing dietary supplement to any student.

Psychotropic Drugs

Policy FFAC

A psychotropic drug is a substance used in the diagnosis, treatment, or prevention of a disease or as a component of a medication. It is intended to have an altering effect on perception, emotion, or behavior and is commonly described as a mood- or behavior-altering substance.

District employees are prohibited by state law from doing the following:

- Recommending that a student use a psychotropic drug
- Suggesting a particular diagnosis
- Excluding from class or school-related activity a student whose parent refuses to consent to a psychiatric evaluation or to authorize the administration of a psychotropic drug to a student

Student Conduct and Discipline

Policies in the FN series and FO series

Students are expected to follow the classroom rules, campus rules, and rules listed in the Student Handbook and Student Code of Conduct. Teachers and administrators are responsible for taking disciplinary action based on a range of discipline management strategies that have been adopted by the district. Other employees that have concerns about a particular student's conduct should contact the classroom teacher or campus principal.

Student Attendance

Policy FEB

Teachers and staff should be familiar with the district's policies and procedures for attendance accounting. These procedures require minor students to have parental consent before they are allowed to leave campus. When absent from school, the student upon returning to school, must bring a note signed by the parent/guardian that described the reason for the absence. These requirements are addressed in campus training and in the student handbook. Contact the campus principal for additional information.

Bullying

Policy FFI

Bullying is defined by §TEC 37.0832. All employees are required to report student complaints of bullying, including cyberbullying, to the principal or designee. The district's policy includes definitions and procedures for reporting and investigating bullying of students and is reprinted below:

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

The District prohibits bullying as defined by this policy. Retaliation against anyone involved in the complaint process is a violation of District policy and is prohibited.

Bullying occurs when a student or group of students engages in written or verbal expression, expression through electronic means, or physical conduct that occurs on school property, at a school-sponsored or school-related activity, or in a vehicle operated by the District and that:

1. Has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or of damage to the student's property; or
2. Is sufficiently severe, persistent, and pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student.

This conduct is considered bullying if it:

1. Exploits an imbalance of power between the student perpetrator and the student victim through written or verbal expression or physical conduct; and
2. Interferes with a student's education or substantially disrupts the operation of a school.

Bullying of a student may include hazing, threats, taunting, teasing, confinement, assault, demands for money, destruction of property, theft of valued possessions, name calling, rumor spreading, or ostracism.

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

Examples 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.

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

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

To obtain assistance and intervention, any student who believes that he or she has experienced bullying or believes that another student has experienced bullying should immediately report the alleged acts to a teacher, counselor, principal, or other District employee.

Any District employee who suspects or receives notice that a student or group of students has or may have experienced bullying shall immediately notify the principal or designee.

A report may be made orally or in writing. The principal or designee shall reduce any oral reports to written form.

The principal or designee shall determine whether the allegations in the report, if proven, would constitute prohibited conduct as defined by policy FFH, including dating violence and harassment or discrimination on the basis of race, color, religion, gender, national origin, or disability. If so, the District shall proceed under policy FFH. If the allegations could constitute both prohibited conduct and bullying, the investigation under FFH shall include a determination on each type of conduct.

The principal or designee shall conduct an appropriate investigation based on the allegations in the report. The principal or designee shall promptly take interim action calculated to prevent bullying during the course of an investigation, if appropriate.

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

The principal or designee shall prepare a final, written report of the investigation. The report shall include a determination of whether bullying occurred, and if so, whether the victim used reasonable self-defense. A copy of the report shall be sent to the Superintendent or designee.

If an incident of bullying is confirmed, the principal or designee shall promptly notify the parents of the victim and of the student who engaged in bullying.

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

A student who is a victim of bullying and who used reasonable self-defense in response to the bullying shall not be subject to disciplinary action.

The discipline of a student with a disability is subject to applicable state and federal law in addition to the Student Code of Conduct.

Examples of corrective action may include a training program for the individuals involved in the complaint, a comprehensive education program for the school community, follow-up inquiries to determine 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 bullying has occurred, and reaffirming the District's policy against bullying.

The principal or designee shall refer to FDB for transfer provisions.

The principal or designee shall notify the victim, the student who engaged in bullying, and any students who witnessed the bullying of available counseling options.

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

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.

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

Retention of records shall be in accordance with CPC (LOCAL).

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 Web site, to the extent practicable, and shall be readily available at each campus and the District's administrative office.

Hazing

Policy FNCC

Students must have prior approval from the principal or designee for any type of "initiation rites" of a school club or organization. While most initiation rites are permissible, engaging in or permitting "hazing" is a criminal offense. Any teacher, administrator, or employee who observes a student engaged in any form of hazing, who has reason to know or suspect that a student intends to engage in hazing, or has engaged in hazing must report that fact or suspicion to the designated campus administrator.

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Employee Handbook Receipt

Name _____

Campus/Department _____

I hereby acknowledge receipt of a copy of the Lake Dallas ISD Employee Handbook. I agree to read the handbook and abide by the standards, policies, and procedures defined or referenced in this document.

Employees have the option of receiving the handbook in electronic format or hard copy.

All employees can access the Lake Dallas ISD Faculty Handbook from the Human Resources web page.

Please indicate your choice by checking the appropriate box below:

I choose to receive the employee handbook in electronic format and accept responsibility for accessing it according to the instructions provided.

I choose to receive a hard copy of the employee handbook and understand I am required to contact my supervisor to obtain a hard copy.

The information in this handbook is subject to change. I understand that changes in district policies may supersede, modify, or render obsolete the information summarized in this document. As the district provides updated policy information, I accept responsibility for reading and abiding by the changes.

I understand that no modifications to contractual relationships or alterations of at-will employment relationships are intended by this handbook.

I understand that I have an obligation to inform my supervisor or department head of any changes in personal information such as phone number, address, etc. I also accept responsibility for contacting my supervisor or the Human Resources Department if I have questions or concerns or need further explanation.

Signature

Date

Please sign and date this receipt and forward it to principal or supervisor.

Handbook Changes 2021-22

Text Changes	Rationale
<p>Please note that parents and visitors to a classroom, both virtual and in person, may not record video or audio or take photographs or other still images without permission from the teacher or other school official.</p>	<p>Policy Service has added a requirement for parents and visitors to obtain permission before making audio or visual recordings or still images of classroom activities (whether virtual or in-person). In certain instances, a school official might need to seek written parental consent from the parent of every student in the classroom prior to authorizing the recording.</p>
<p>State law prohibits a threat assessment team from providing a mental health service to a student except as permitted by law.</p>	<p>State Law</p>
<p>If the principal determines that a student's grooming or clothing violates the school's dress code, the student will be given an opportunity to correct the problem at school and return to the classroom. If the problem cannot be corrected at school, the principal will work with the student and parent to obtain an acceptable change of clothing for the student in a way that minimizes loss of instructional time.</p>	<p>Statement emphasizing minimizing lost instructional time.</p>
<p>FAFSA or TASFA Before graduating from high school, each student must complete and submit a free application for federal student aid (FAFSA) or a Texas application for state financial aid (TASFA).</p>	<p>Statement added but has been a practice for LDHS for many years.</p>
<p>A student who receives special education services and has completed four years of high school but has not met the requirements of his or her IEP may participate in graduation ceremonies and receive a certificate of attendance. The student may then remain enrolled to complete the IEP and earn his or her high school diploma but will only be allowed to participate in one graduation ceremony.</p>	<p>Policy clarification</p>
<p>All parents are asked each year to complete a medical care authorization form, providing written parental consent to obtain emergency treatment and information about allergies to medications or drugs.</p> <p>Parents should contact the school nurse to update emergency care information (name of doctor, emergency phone numbers, allergies, etc.). The district may consent to medical treatment, which includes dental treatment, if necessary, for a student if:</p>	<p>Clarification on the district's rights to grant permission for emergency medical treatment.</p>

<ul style="list-style-type: none"> • The district has received written authorization from a person having the right to consent; • That person cannot be contacted; and • That person has not given the district actual notice to the contrary. 	
	(Secondary Handbook) Clarifications applicable at Lake Dallas High School pertaining to: <ul style="list-style-type: none"> • Discipline p. 40 • Face Masks p.47 • Personal electronic devices p.48
	HB 1525 revised the required components of this annual notification to parents regarding human sexuality instruction.
Military recruiters may also have access to a student's district-provided email address, unless a parent has advised the district not to release this information.	Added to "Parent's Objection to the Release of Student Information to Military Recruiters and Institutions of Higher Education".
	HB 699, also known as Riley's Rule, requires a school district to excuse a student absence resulting from a serious or life-threatening illness or related treatment that makes the student's attendance infeasible.
The district strives to prevent bullying, in accordance with the district's policies, by promoting a respectful school climate; encouraging reporting of bullying incidents, including anonymous reporting; and investigating and addressing reported bullying incidents.	SB 2050 requires TEA to adopt minimum standards for a board-adopted policy prohibiting bullying.
	SB 746 requires a parent to provide in writing the parent's contact information to the district. The district may choose to accept electronic submission of the information.
Notification of upcoming SHAC meetings will be posted at each campus' administrative office at least 72 hours before the meeting. Notification of upcoming SHAC meetings, meeting minutes, and a recording of each meeting will be posted on the district website.	HB 1525 requires 72 hour notice of SHAC meetings.
	SB 1697 allows a parent to elect in writing for a student to repeat prekindergarten, kindergarten, or grades 1, 2, or 3, even if the student has met the promotion standards. The bill includes a process to be followed if the district disagrees with the request. However, if the parent participates in that process, the parent may make the final decision whether the student will be retained.
	HB 4545 replaced requirement that students in 5 th and 8 th grades perform satisfactorily on the STAAR reading and math tests before being promoted to the next grade with a requirement to provide 30 hours of accelerated instructions to all students who do not perform satisfactorily on all STAAR or End-of-Course Exam.

Lake Dallas ISD News & Events

July 19, 2021



School News



The Highsteppers drill team officially began practice this month, kicking off the return of fine arts groups and athletic teams officially prepping for the 2021-22 school year.



School News



The football youth camp will be the final youth athletic camp this summer, taking place July 27-29. For details, visit the camp hub at www.ldisd.net/summercamps.



Upcoming Events

- **July 27-29:** Football Youth Camp (K-5, 6-9)
- **July 27-29:** Co-Ed Soccer Youth Camp (1-5, 6-9)
- **July 28:** Varsity Cheer Practice Begins
- **Aug. 2-3:** LDMS Cheer Camp (@LDHS Echo Dome)
- **Aug. 3:** Secondary Schedules Available (in Skyward)
- **Aug. 9:** Elementary Class Assignments Available (in Skyward)
- **Aug. 10:** Elementary Meet the Teacher, Middle School Falcon Camp



Media Coverage

- **Lake Cities Sun:** “[Gary Patterson named interim superintendent of Lake Dallas ISD](#)”
- **Lake Cities Sun:** “[Milestone: Head recognized for 30 years of service with Lake Dallas ISD](#)”
- **Dallas Morning News:** “[Lake Dallas hires Lewisville’s Brian Miller as its next boys basketball coach](#)”

