

Agenda

- I. Roll Call, Establishment of Quorum, and Call to Order
Presenter: Board President
- II. Opening Ceremony
Presenter: Board President
- III. Consider Listing of Agenda Items
Presenter: Board President
- IV. Recognition Items
Presenter: Board President and Dr. Sharon M. Shields
- V. Public Participation
Presenter: Board President
- VI. Special Reports
Presenter: Board President
 - VI.A. Delinquent Tax Collection Report
Presenter: Ms. Diane Roepke
 - VI.B. Superintendent's Report
Presenter: Dr. Sharon M. Shields
 - VI.B.1. La Vega Reopening Plans for 2020-2021
Presenter: Dr. Sharon M. Shields
 - VI.B.2. Calendar of Events
Presenter: Dr. Sharon M. Shields
- VII. Consider Consent Agenda Items
Presenter: Board President
 - VII.A. Minutes for Meetings Held
Presenter: Ms. Lori Mynarcik
 - VII.B. Monthly Tax Collection Recap and Report
Presenter: Ms. Diane Roepke
 - VII.C. Budget Amendments
Presenter: Ms. Diane Roepke
 - VII.D. Quarterly Investment Report
Presenter: Ms. Diane Roepke
 - VII.E. Personnel Items
Presenter: Mr. Todd Gooden
 - VII.E.1. Personnel Resignations, Job Description(s) or Revisions to Job Description(s), and Paygrade Chart or Revisions to Paygrade Chart
Presenter: Mr. Todd Gooden
 - VII.F. LVISD Employee Handbook for 2020-2021
Presenter: Mr. Todd Gooden
 - VII.G. Student Code of Conduct for 2020-2021
Presenter: Dr. Charla Rudd

- VII.H. Waco Regional Day School Program For the Deaf (RDSPD) Interlocal Agreement, Resolution, and Amendment
Presenter: Ms. Angela Ward
- VIII. Action and Discussion Items
Presenter: Board President
 - VIII.A. Resolution Delegating Authority to the Superintendent During the 2020-2021 School Year
Presenter: Dr. Sharon M. Shields
 - VIII.B. Consider Monthly Budget Analysis Report
Presenter: Ms. Diane Roepke
 - VIII.C. Discussion of Property Value and State Funding
Presenter: Ms. Diane Roepke
 - VIII.D. Discussion of Preliminary 2020-2021 Budget
Presenter: Ms. Diane Roepke
 - VIII.E. Discussion and Possible Action on New Cohort Model and New Administrative Position at La Vega High School
Presenter: Mr. Todd Gooden
 - VIII.F. Consider 2020-2021 Teacher Pay Scale and 2020-2021 Pay Grade Charts for Professional, Auxiliary, and Support Personnel
Presenter: Mr. Todd Gooden
 - VIII.G. Consider Contract Recommendation for Director of Music/Head Band Director
Presenter: Mr. Todd Gooden
 - VIII.H. Consider Teacher and Professional Employee Contract Recommendations
Presenter: Mr. Todd Gooden
- IX. Closed Meeting
Presenter: Board President
- X. Adjournment
Presenter: Board President

ROLL CALL, ESTABLISHMENT OF QUORUM, AND CALL TO ORDER

The meeting was called to order at _____ m.

Board of Trustees Members Present: _____

Board of Trustees Members Absent: _____

School Personnel Present: _____

Others Present: _____

BOARD PRESIDENT:

THE OPENING CEREMONY CONSISTING OF THE PLEDGE OF ALLEGIANCE

TO THE AMERICAN FLAG AND TO THE TEXAS FLAG WILL BE PROVIDED BY:

(NAME, TITLE, POSITION, LVISD CAMPUS/DEPT.)



PLEDGE TO UNITED STATES FLAG. I pledge allegiance to the Flag of the United States of America, and to the Republic for which it stands, one nation under God, indivisible, with liberty and justice for all.



PLEDGE TO TEXAS FLAG: "Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."

APPROVE LISTING OF AGENDA ITEMS

Presented for:

Board action Report/Review Only

Supporting documents:

None Attached Provided Later

Contact Person:

Dr. Sharon M. Shields and Board President

Background Information:

Board Members are asked to review the listing of agenda items.

Fiscal Implication:

N/A

Administrative Recommendation:

N/A

Motion:

Second:

For:

Against

Abstain:



MCCREARY, VESELKA, BRAGG & ALLEN, P. C.

The Solution To All Your Collection Needs™

Attorneys at Law

REPORT ON DELINQUENT PROPERTY TAX COLLECTIONS

for the

La VEGA INDEPENDENT SCHOOL DISTRICT

July 21, 2020



Robert L. Meyers
Attorney at Law
100 North 6th Street, Suite 602
Waco, Texas 76701
254-756-7755

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July 21, 2020

Dr. Sharon M. Shields
Superintendent
La Vega Independent School District
400 East Loop 340
Waco, TX 76705

Re: Report on Delinquent Property Tax Collections

Dear Dr. Shields:

I am enclosing for you and the Board of Trustees copies of our latest Report on Delinquent Property Tax Collections. Our report details our activities undertaken to collect the delinquent taxes due to the La Vega Independent School District. The report also explains the procedures we follow to ensure that each property owner is notified of their tax delinquency, and the legal steps that will be taken when prompt payment of the taxes is not made.

We believe that our collection procedures provide the District with maximum recovery of its delinquent taxes in the shortest period of time possible. In addition to our collection activities, we will advise the District on any ad valorem tax matter.

We appreciate the opportunity to represent the La Vega Independent School District in the collection of its delinquent taxes and invite your questions and comments in order that we may better serve your needs.

Sincerely,

A handwritten signature in black ink, appearing to read 'Robert L. Meyers', written in a cursive style.

Robert L. Meyers

MCCREARY, VESELKA, BRAGG & ALLEN, P.C.

ATTORNEYS AT LAW

“The Solution To All Your Collection Needs™”

The goal of our tax collection program is to collect the greatest amount of tax in the shortest period of time. **McCreary, Veselka, Bragg & Allen** believes it has met this goal for the **La Vega Independent School District**.

Tax Collections generally fall into two categories, current tax collections, the collection of the current levy of taxes within the fiscal year in which they are assessed, and delinquent tax collections, taxes that are unpaid and referred to a law firm for collection. It is our belief that an effective delinquent tax collection program will not only result in the quick recovery of delinquent taxes, but will also enhance current collections. When the taxpaying public is aware that the **District** aggressively, but fairly, pursues unpaid taxes, there is more incentive for a property owner to timely pay their current taxes. The following are some of the significant points contained in our report.

CURRENT TAX COLLECTIONS

- ❑ The **District’s** Total Annual Tax Collections (current and delinquent taxes, penalties and interest) actually **exceed** the amount of taxes that have been levied. (Chart Page 2)
- ❑ As of the date of this report, the **District** has collected **97.80% to 99.55%** of the taxes that were levied for each of the last four years. (Chart Page 3)

DELINQUENT TAX COLLECTIONS

- ❑ We have collected **61.98%** of the taxes referred to us in July 2019, **75.06%** of the taxes referred to us in July 2018, and **83.09%** of the taxes referred in July 2017. The balance of these taxes is being quickly and efficiently collected. (Charts Pages 4-5)
- ❑ In order to collect the **District’s** delinquent taxes during this report period we have:
 - Sent over **2,079** Delinquent Tax Notices
 - Filed **41** Delinquent Tax Suits
 - Recovered **16** Judgments, and
 - Posted **26** properties for sale

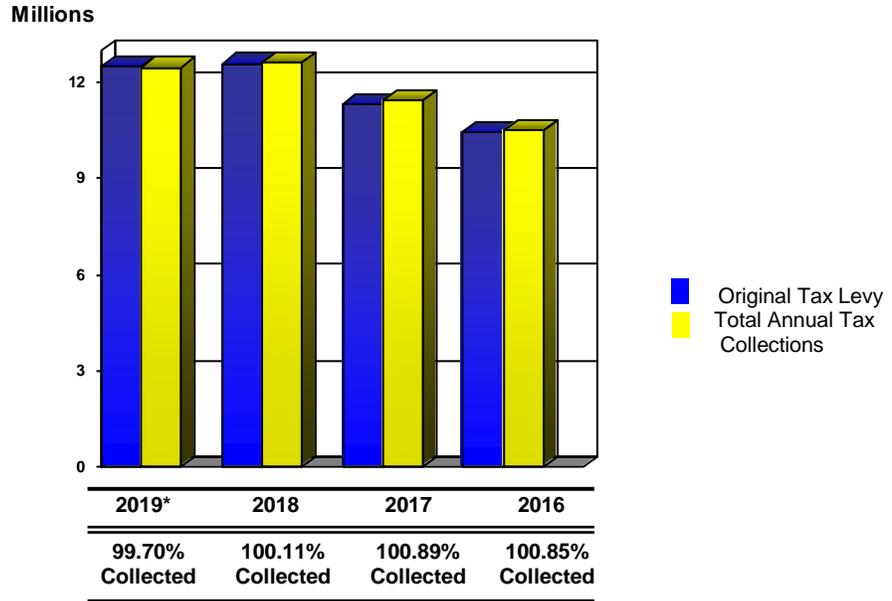
PROPERTY VALUE AUDITS

- ❑ We filed audits of the District’s taxable value with the Comptroller of Public Accounts that will result in the District receiving additional state aid. (Page 11)

TOTAL ANNUAL TAX COLLECTIONS

The District's Total Annual Tax Collections *actually exceeded the amount of taxes that were levied*. The District has collected over **100.00 %**, of its tax levy for tax years 2016 through 2018. Collections for 2019 are through June 30, 2020 and do not include a full year of collections.

*The District historically collects over **100%** of its tax levy each year.*



Typically, the District's Total Tax Collections, being the amount of Current Taxes added to the Delinquent Taxes, Penalties and Interest also collected is greater than the amount of taxes levied by the District. Thus, the District is assured that each year it will collect over 100% of the taxes that are levied.

(The amounts listed have been adjusted for tax office corrections.)

TOTAL ANNUAL TAX COLLECTIONS (SEPTEMBER 1 THROUGH AUGUST 31)

Tax Year	Original Tax Levy (Adjusted)	Total Annual Tax Collections	Percent Collected
2019*	\$12,481,758	\$12,444,556	99.70%
2018	\$12,569,603	\$12,583,264	100.11%
2017	\$11,316,143	\$11,416,597	100.89%
2016	\$10,423,668	\$10,512,108	100.85%

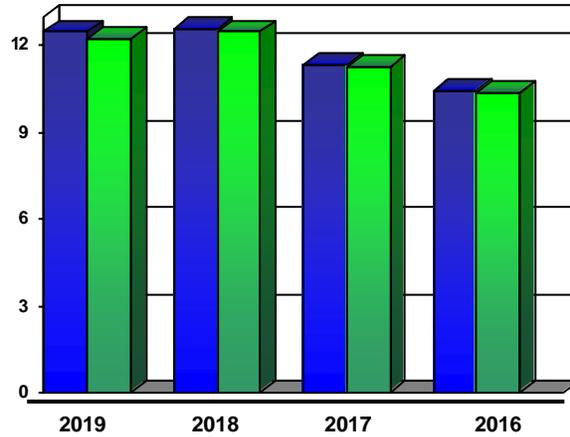
**Tax Collections through June 30*



COLLECTION OF TAX LEVY

Listed below are the last four tax years. As of June 30, 2020, **97.78%** to **99.55%** of the taxes levied for the tax years 2016 through 2019 have been recovered. For each of the tax years prior to 2016, the District has collected over 99.00% of the taxes that were levied.

Millions



■ Original Tax Levy
■ Tax Collections to Date

*The District ultimately collects over **99.00%** of the taxes levied.*

2019	2018	2017	2016
97.80%	99.16%	99.49%	99.55%
Collected in 9 months	Collected in 21 months	Collected in 33 months	Collected in 45 months

This Chart above and the Table below list the actual amount of taxes levied for the past four years and the amount and percentage of each year’s tax levy that have been collected. The amounts included are original tax amounts only *and do not include penalties and interest that have also been collected.*

It is a historical reality that a small percentage of each year’s tax levy will be uncollectable due to a number of reasons such as insolvent business personal property accounts, bankruptcies, tax deferrals, medical hardships, and the fact that some property owners are judgment proof. Therefore, the cumulative percent collected, while extremely high, will never be one hundred percent.

COLLECTION OF TAX LEVY
(TAX COLLECTIONS FROM OCTOBER 1 OF EACH TAX YEAR THROUGH JUNE 30, 2020)

Tax Year	Original Tax Levy (Adjusted)	Tax Collected to Date	Percent Collected	Number of Months of Collection
2019	\$12,481,758	\$12,207,710	97.80%	9
2018	\$12,569,603	\$12,463,515	99.16%	21
2017	\$11,316,143	\$11,258,459	99.49%	33
2016	\$10,423,668	\$10,376,487	99.55%	45

COLLECTION STATUS OF DELINQUENT TAXES

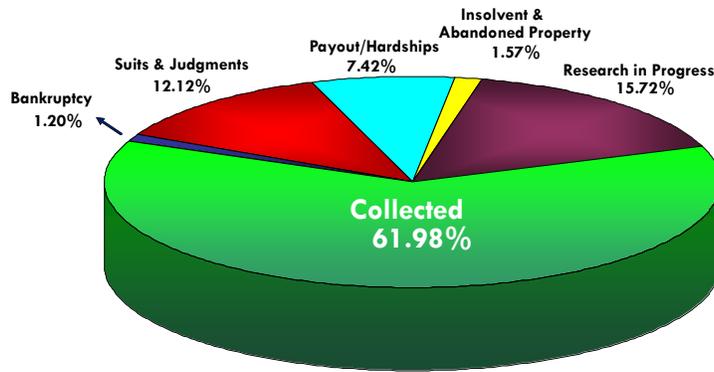
Each July 1, the District refers its unpaid delinquent taxes from the prior year to us for collection. The following charts depict the success we have had in collecting the taxes referred to us. As of June 30, 2020, we have collected:

- **61.98%** of the 2018 taxes that were referred to us on July 1, 2019 (12 months)
- **75.06%** of the 2017 taxes that were referred to us on July 1, 2018 (24 months)
- **83.09%** of the 2016 taxes that were referred to us on July 1, 2017 (36 months)

While we are collecting a very high percentage of the delinquent taxes, there are still taxes remaining unpaid. We are diligently continuing to conduct title, ownership and address research on the remaining tax accounts.

COLLECTION STATUS OF 2018 DELINQUENT TAXES

MVBA has collected **61.98%** of the 2018 taxes that were referred to us.



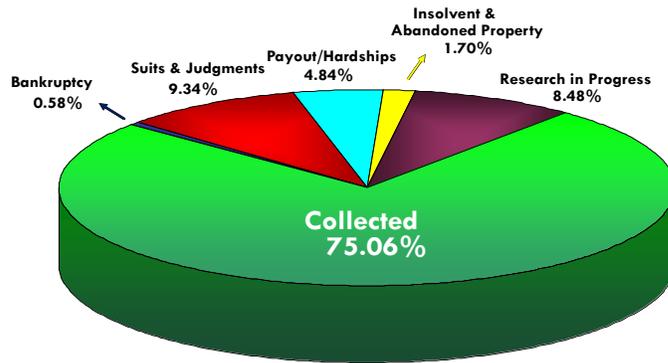
Delinquent Taxes Collected: \$172,941

Category	Total Due (7/1/19)	Collected	Bankruptcy	Suits & Judgments	Payout & Hardships	Insolvent & Abandoned Property	Research in Progress
Amount	\$279,029	\$172,941	\$3,342	\$33,811	\$20,692	\$4,394	\$43,850
Percent		61.98%	1.20%	12.12%	7.42%	1.57%	15.72%



COLLECTION STATUS OF 2017 DELINQUENT TAXES

MVBA has collected **75.06%** of the 2017 taxes that were referred to us.

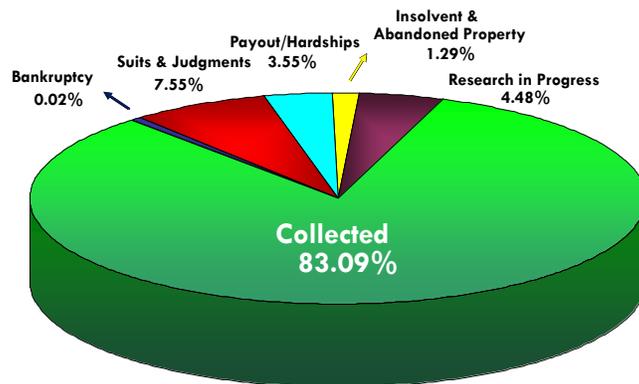


Delinquent Taxes Collected: \$173,602

Category	Total Due (7/1/18)	Collected	Bankruptcy	Suits & Judgments	Payout & Hardships	Insolvent & Abandoned Property	Research in Progress
Amount	\$231,286	\$173,602	\$1,349	\$21,605	\$11,199	\$3,923	\$19,608
Percent		75.06%	0.58%	9.34%	4.84%	1.70%	8.48%

COLLECTION STATUS OF 2016 DELINQUENT TAXES

MVBA has collected **83.09%** of the 2016 taxes that were referred to us.



Delinquent Taxes Collected: \$231,832

Category	Total Due (7/1/17)	Collected	Bankruptcy	Suits & Judgments	Payout & Hardships	Insolvent & Abandoned Property	Research in Progress
Amount	\$279,013	\$231,832	\$67	\$21,075	\$9,918	\$3,609	\$12,512
Percent		83.09%	0.02%	7.55%	3.55%	1.29%	4.48%

THIS OUTSTANDING LEVEL OF COLLECTIONS DID NOT SIMPLY HAPPEN.

- We have worked diligently collecting these taxes. MVBA has conducted a comprehensive delinquent tax collection program, which provides for:

- Regular and systematic mailing of delinquent tax notices to delinquent property owners.

- Thorough title examinations and ownership verification on selected delinquent tax accounts.

- Pre-litigation notices to all property owners and lienholders on each delinquent tract of real property; and

- The filing and prosecuting of delinquent tax suits to judgment and the final sale of the property to satisfy the tax delinquency if payment arrangements were not satisfactory made.

- We believe that these charts graphically depict the results of MVBA's aggressive delinquent tax collection program.

DEFINITIONS AND COMMENTS REGARDING CHARTS 3, 4 & 5

Lawsuits/Judgments

MVBA files delinquent tax suits for the collection of delinquent taxes. Often property owners enter into payment arrangements subsequent to the filing of suit. Further prosecution of these delinquent tax suits is abated as long as the taxpayer complies with the payout agreement. If the property owner makes no effort to pay after suit is filed and citation is served, or if the taxpayer defaults on a payout agreement, judgment is sought. If taxes remain unpaid, subsequent to judgment, an order of sale is issued and the property is posted for sale.

Bankruptcy

When a property owner files bankruptcy collection activity is prohibited under the United States Bankruptcy Code. MVBA monitors the progress of bankruptcy cases and filed appropriate motions and objections with the Bankruptcy Court to insure that the tax claims and the tax liens are accorded the highest possible priority. The amount of the claims that will ultimately be paid, particularly in Chapter 7 cases, cannot be estimated.

Insolvent Personal & Abandoned Real Property

Tax accounts on which delinquent notices mailed by MVBA have been returned to us by the U. S. Postal Service as undeliverable or accounts for which the Appraisal District or Tax Office has been unable to determine an address. MVBA is engaged in an extensive address research program. When new addresses are found, notices are promptly sent. However, without an accurate address personal



property delinquent taxes are, as a practical matter, uncollectable. Some of these accounts represent mobile homes that are no longer in the County. In most cases, the Appraisal District has no knowledge of the whereabouts of the owners of these mobile homes. These accounts are uncollectable because collection activity against the owners is effectively precluded. There are numerous business personal accounts where the business is no longer operating. When a business ceases operation, often the owner leaves the County and/or State. Even if the owners of the business can be located, they are usually “judgment proof”. Many of these businesses were corporations which are either defunct or have no assets. The whereabouts of the owners of a few real property accounts are unknown. These are unimproved lots or vacant acreage tracts making it extremely difficult to locate the owners. In some cases, the record owners are deceased and their heirs are unknown or cannot be located. The owners of these vacant and abandoned properties will be served with citation by publication and the properties sold at tax sales.

Pre-Litigation Payouts/Deferrals & Hardships

Property owners enter into written installment payment agreements pursuant to §33.02 of the Property Tax Code prior to suit being filed. These payment agreements are tailored to the individual taxpayer’s ability to pay based on their particular financial problems. As a result of the payout agreements, a steady flow of tax payments is received.

There are also, taxpayers who have claimed the over-65 deferral provided by the Tax Code, which prevents the collection of the delinquent taxes assessed against their homesteads. In addition, a few property owners have been designated as hardship cases. Hardship cases are those in which the property owners have documented severe medical conditions or acute financial problems that warrant unusual consideration. Designation as a hardship merely delays collection but does allow for the eventual collection of the taxes.

Research in Progress

This segment refers to those accounts, which do not have any known impediment to the collection process or specific collection activity pending. MVBA has sent several notices of delinquency on each account. We are continuing to place additional accounts under litigation. However, we stress that there may be circumstances which may preclude the collection of some of these taxes. These may include bankruptcies, insolvent or closed businesses, hardship cases, and/or incorrect addresses which are unknown. Nevertheless, MVBA will continue to use all appropriate efforts to collect the delinquent taxes that are due.

DELINQUENT PROPERTY TAX COLLECTION ACTIVITY

(July 1, 2019 through June 30, 2020)

TAXPAYER NOTIFICATION

Our experience has proven that the right notice to the right person at the right time results in the payment of taxes to our client. For this reason, *McCreary, Veselka, Bragg & Allen* sends a series of letters to property owners both before and after we have filed a delinquent tax suit against a property owner and the property. Listed below are various types of notices sent by MVBA to property owners notifying them of their tax delinquency and the status of legal action taken by MVBA to collect the taxes.

Many delinquent accounts are collected as a result of giving the property attention to finding the correct address of a property owner. Delinquent accounts with unknown or incorrect addresses are researched by MVBA through the use of Texas Motor Vehicle registration information, internet databases, telephone directories, city directories, utility records, voter registration records, assumed name files and the records of the Secretary of State. When MVBA obtains new addresses, notices are immediately sent informing the property owner of their tax, and notifies the Tax Office of the new address so that the tax records can be updated.

<i>Type of Notices</i>	<i>Number of Notices</i>
Initial Notices are polite, but pointed, notices designed to remind the delinquent property owner of their tax liability and urging voluntary payment of the taxes due.	1,083
Delinquent Notices are more insistent notices requiring payment of the delinquent taxes and inform the property owner that a tax lien has attached to their property and they are personally liable for the tax.	525
Demand Notices are sent on selected accounts giving notice that if the taxes are not paid, a delinquent tax suit will be filed against the property owner and the property.	471
TOTAL NOTICES	2,079



LITIGATION

MVBA files delinquent tax suits when property owners and all other parties whom MVBA has determined to have an interest in the property fail to respond to the notices sent to them. Delinquent tax suits filed by MVBA seek a personal judgment against the property owner and foreclosure and sale of the property to satisfy the tax delinquency. When all delinquent taxes, penalties and interest have been paid to the taxing jurisdiction, and all costs of court have been paid in the lawsuit, the lawsuit is dismissed against both the property owner and the property.

<i>Number of Suits</i>	<i>Number of Properties</i>	<i>Amount Due</i>
41	52	\$126,405

JUDGMENTS

When the property owner and all parties who have an interest in the property have been served with citation, MVBA notifies the property owner and all other defendants in the lawsuit of the date at which a hearing will be held in District Court to seek a judgment against the property owner and the property. MVBA recovers judgments against the property owner and the property, authorizing sale of the property in order to recover the delinquent taxes, penalties and interest owed. If the property owner pays the total amount of taxes, penalties, interest and costs after judgment has been rendered by the District Court, the judgment is released against both the property owner and the property.

<i>Number of Judgments</i>	<i>Number of Properties</i>	<i>Amount Due</i>
16	17	\$46,319

TAX SALES

Should the property owner fail to respond to the notice of judgment, MVBA proceeds with a Sheriff's Sale of the property. MVBA publishes a Notice of Sale in the local newspaper and sends copies to the property owner and all other defendants in the delinquent tax suit, as required by law. In many instances, the property owner either pays the taxes prior to sale or enters into satisfactory arrangements for the payment of the taxes, in which case the property is withdrawn from the Sheriff's Sale. Properties offered for sale are either conveyed to purchasers, or if no acceptable bid is made on the property, conveyed to the taxing units in lieu of payment of taxes. MVBA assists the Sheriff in conducting the sale and prepares the deeds to the purchasers, finalizes the sale papers and supervises the distribution of the sale proceeds to the taxing authorities in order to satisfy the tax delinquency.

<i>Date of Sale</i>	<i>Properties Posted for Sale</i>	<i>Properties Paid/Payout</i>	<i>Properties Sold/Conveyed into Trust</i>	<i>Amount Due</i>
7/2/2019	4	1	3	\$33,316
9/3/2019	9	2	7	\$20,016
11/5/2019	4	2	2	\$13,141
1/7/2020	7	3	4	\$22,154
3/3/2020	2	1	1	\$4,197
TOTAL	26	9	17	\$92,824

In addition to the sale of the properties listed above 7 properties were resold that the District had acquired through tax sales.

BANKRUPTCY LITIGATION

McCreary, Veselka, Bragg & Allen's bankruptcy department closely supervises those individuals and corporations that file for protection under the bankruptcy laws who owe taxes. Through our fully computerized bankruptcy tracking system, MVBA files and monitors all claims for taxes owed by the bankrupt debtor. Proofs of Claim are filed by MVBA to assert the amount of tax, penalty and interest due when the bankruptcy is filed. Administrative claims are filed to seek recovery of taxes that arise after the debtor has filed bankruptcy. Our attorneys review all Motions and Plans for Reorganization filed by the debtor or any other creditor with the Bankruptcy Court, aggressively assert the tax claims, and defend the tax liens of our clients to the fullest extent allowed under the Bankruptcy Code.

<i>Type</i>	<i>Number of Bankruptcies</i>	<i>Number of Properties</i>	<i>Amount Due</i>
Proofs of Claim	3	3	\$5,145
Dismissed/ Closed	1	1	\$258

PROPERTY VALUE AUDITS

Our firm filed audits of the district's taxable value with the Comptroller of Public Accounts. The audits reported corrections and changes to the District's tax roll which decreased the District's taxable value and tax levy. The audits lowered the Comptroller's finding of the District's taxable which it reported to the Texas Education Agency that entitled the District to additional state aid. The amount of reduction in the District's taxable values is listed below:

<i>Tax Year</i>	<i>Original Taxable Value</i>	<i>Audited Taxable Value</i>	<i>Decrease in Value</i>
2016	\$738,330,984	\$716,764,754	\$21,566,230

FEE FOR SERVICES

MVBA provides all our legal representation, including our collection and property value services, for a contingent fee of the delinquent taxes, penalties and interest collected. Our attorney fees are paid entirely by the delinquent property owners upon payment of the delinquent taxes as an additional penalty pursuant to the Texas Tax Code.

All of our collection and property value services are provided at no cost.

CONSENT AGENDA ITEMS

Presented for:

Board action Report/Review Only

Supporting documents:

None Attached Provided Later

Contact Person:

N/A

Background Information:

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

Fiscal Implication:

N/A

Administrative Recommendation:

N/A

Motion:

Second:

For:

Against

Abstain:

Approve Minutes for Meeting(s) Held

Presented for:

Board action Report/Review Only

Supporting documents:

None Attached Provided Later

Contact Person:

Dr. Sharon M. Shields or Ms. Lori Mynarcik

Background Information:

The Board shall prepare and retain minutes or make a tape recording of each of its open meetings. The minutes shall state the subject matter of each deliberation and shall indicate each vote, order, decision, or other action taken by the Board. The minutes or tapes are public records and shall be made available for public inspection and copying on request to the Superintendent or designee.

Fiscal Implication:

None.

Administrative Recommendation:

Board review and approval.

Motion:

Second:

For:

Against:

Abstain:



La Vega Independent School District
400 East Loop 340 Waco, Texas 76705
254-299-6700 ♦ 254-799-8642 FAX

Office of the Superintendent

**La Vega I.S.D. Board of Trustees
Minutes of the Regular Meeting Held
June 16, 2020**

SPECIAL NOTE: This meeting was held by video and/or phone conference due to restrictions and quarantines caused by the COVID-19 virus.

<https://global.gotomeeting.com/join/137450125>

United States: +1 (571) 317-3112

BOARD MEMBERS PRESENT – Phil Bancale, Brenda Rocha, Myron Ridge, Randy Devorsky, Raymond Koon, and Henry C. Jennings

BOARD MEMBERS ABSENT – Mildred Watkins

SCHOOL PERSONNEL PRESENT – Dr. Sharon M. Shields, Diane Roepke, Todd Gooden, Dr. Charla Rudd, and Lori Mynarcik

OTHERS PRESENT – None

CALLED TO ORDER – Board President Brenda Rocha established a quorum and brought the board meeting to order at 6:00 p.m.

OPENING CEREMONY – The Pledges of Allegiance to the United States Flag and the Texas Flag were led by Mr. Todd Gooden, Assistant Superintendent for Personnel and Administration.

APPROVED LISTING OF AGENDA ITEMS - On a motion by Mr. Bancale and seconded by Mr. Ridge, the Board unanimously approved the listing of agenda items.

RECOGNITION ITEMS – None

PUBLIC PARTICIPATION – None

SPECIAL REPORTS – Board Members received the following special report(s).

Superintendent's Information to the Board – Dr. Sharon M. Shields, Superintendent, updated the Board Members on upcoming calendar items and other miscellaneous information.

School Re-Opening Discussion – Board Members received a report and reviewed the Texas Education Agency's guidelines for summer instruction, activities and school visits, and the guidance for reopening and student interaction.

APPROVED CONSENT AGENDA ITEMS - Motioned by Mr. Ridge and seconded by Mr. Koon, the Board unanimously approved the following consent agenda items:

- the minutes for the May 19, 2020 regular board meeting
- the monthly tax collection recap and report
- the budget amendments as presented
- the resignations of Sharlot Bond, Paul Deleon, Ann Garrett, Julie Grigsby, Lonnie Guthrie, Rachel Matus, and Lisa McNew
- the District-Wide Stipend List
- the 2019-2020 District Discipline and Safety Report
- the 2020-2021 Optional Flexible School Day Program (OFSDP) Application

ACTION AND DISCUSSION ITEMS - The following items were considered, discussed, and/or approved by the Board of Trustees.

Approved the Monthly Budget Analysis Report – On a motion by Mr. Koon and seconded by Mr. Ridge, the Board unanimously approved the monthly budget analysis report.

Approved Teacher and Professional Employee Contract Recommendations – Motioned by Mr. Bancale and seconded by Mr. Jennings, the Board of Trustees unanimously approved the employee contract recommendations for Kimberly Bing, Maria Chapa, Jennifer Cole, Minnisha Degrate, Kristin Hardaway, Casey Lowrey, DeDe Moore, Ashley Olson, and Damon Swain.

CLOSED MEETING – None

ADJOURNMENT - On a motion by Mr. Jennings and seconded by Mr. Ridge, the Board of Trustees unanimously agreed to adjourn the meeting at 6:26 p.m. on June 16, 2020.

Date of Board Approval

President, La Vega I.S.D. Board of Trustees

Secretary, La Vega I.S.D. Board of Trustees

Monthly Tax Collection Recap and Report

Presented for:

Board action Report/Review Only

Supporting documents:

None Attached Provided Later

Contact Person:

Ms. Diane Roepke

Background Information:

The District contracts with the McLennan County Tax Office for the collection of the current and delinquent taxes and penalty and interest on those taxes. As part of this service, the Tax Office supplies the District with a monthly cumulative summary of taxes and penalty and interest collected

Fiscal Implication:

N/A

Administrative Recommendation:

Recommend that the board approve the tax collection report as presented.

Motion:

Second:

For:

Against:

Abstain:

**La Vega ISD
Tax Collection Report**

Current Year M&O Taxes		For Month of	Year to Date
	6	June 2020	June 2020
Original Current Roll		\$	12,506,104
Adjustments		(\$4,967.28)	(\$24,345.52)
Total Adjusted Roll		\$	12,481,758
Current M&O Taxes Collected	\$	-	\$ 9,840,962.28
Current P & I Collected	\$	15,448.98	\$ 37,782.20
Current Taxes Collected Adjustments		\$	-
Total Current Taxes Collected	\$	15,448.98	\$ 9,878,744.48
% of Current Taxes Collected			79.1455%
Current Year I&S Taxes		For Month of	Year to Date
Current I&S Taxes Collected	\$	-	\$ 2,044,191.54
Current P & I Collected	\$	3,209.06	\$ 7,851.09
Current Taxes Collected Adjustments	\$	-	\$ -
Total Current Taxes Collected	\$	3,209.06	\$ 2,052,042.63
% of Current Taxes Collected			16.4403%
Total Collections Current	\$	18,658.04	\$ 11,930,787.11
			95.59%
Delinquent M&O Taxes		This Month	Year to Date
Delinquent Taxes Outstanding		\$	707,836.12
Adjustments	\$	(11,582.26)	\$ (50,799.99)
Total Adjusted Delinquent Roll		\$	657,036.13
Delinquent M&O Taxes Collected	\$	107,304.95	\$ 369,861.98
Delinquent P & I Collected	\$	1,790.14	\$ 57,309.78
Attorney Fees Collected		\$	-
Delinquent Taxes Collected Adjustment		\$	-
Total Delinquent Balance Collected	\$	109,095.09	\$ 427,171.76
% of of Delinquents Collected			65.0150%
Delinquent I&S Taxes		This Month	Year to Date
Delinquent I&S Taxes Collected	\$	22,285.84	\$ 75,536.69
Delinquent P & I Collected	\$	358.11	\$ 10,842.08
Attorney Fees Collected	\$	-	\$ -
Delinquent Taxes Collected Adjustment	\$	-	\$ -
Total Delinquent Balance Collected	\$	22,643.95	\$ 86,378.77
% of of Delinquents Collected			13.1467%
Total Collections Delinquent	\$	131,739.04	\$ 513,550.53
Grand Total Collections	\$	150,397.08	\$ 12,444,337.64
Paid YTD			\$ 12,330,552.49
Balance Remaining			\$ 808,241.97
			6.15%

TAX COLLECTION SYSTEM
 TAX COLLECTOR MONTHLY REPORT
 FROM 06/01/2020 TO 06/30/2020

FISCAL START: 09/01/2019 END: 08/31/2020 JURISDICTION: 0028 LA VEGA ISD

	CRRP TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	995,371,173	2,231,983-	993,139,190	01.290269	12,481,758.33	6,887

YEAR	TAXES DUE	MONTHS ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL &	YTD UNCOLL
2019	12,506,103.85	4,967.28-	24,345.52-	131,904.15	12,207,709.55	274,048.78	97.80	0.00
2018	215,850.27	4,868.69-	21,742.90-	1,263.22	88,019.14	106,088.23	45.35	32.43-
2017	81,379.20	6,713.57-	12,230.98-	5,194.82-	11,463.31	57,684.91	16.58	48.30-
2016	58,277.21	.00	5,561.76-	1,181.10	5,433.67	47,181.78	10.33	101.75-
2015	42,093.80	.00	19.70	1.61	3,878.38	38,235.12	9.21	79.36-
2014	42,783.02	.00	904.41-	289.62	3,147.29	38,731.32	7.52	79.27-
2013	35,733.88	.00	388.68-	105.65	2,362.39	32,982.81	6.68	76.42-
2012	26,610.10	.00	444.57-	0.00	1,612.07	24,553.46	5.16	65.88-
2011	30,304.39	.00	445.28-	0.00	1,160.86	28,598.25	3.90	63.35-
2010	28,440.11	.00	490.68-	0.00	1,618.39	26,331.04	5.79	108.75-
2009	28,286.06	.00	715.38-	0.00	648.16	26,922.52	2.35	74.71-
2008	16,676.73	.00	685.37-	0.00	608.81	15,382.55	3.81	73.71-
2007	13,533.24	.00	717.62-	0.00	772.11	12,043.51	6.02	74.73-
2006	16,799.43	.00	914.41-	40.26	682.97	15,202.05	4.30	95.23-
2005	14,312.30	.00	49.57-	0.00	233.14	14,029.59	1.63	49.57-
2004	14,406.27	.00	100.35-	0.00	525.72	13,780.17	3.67	100.30-
2003	10,335.76	.00	88.42-	0.00	422.19	9,823.25	4.12	88.42-
2002	11,807.35	.00	2,504.84-	0.00	108.67	9,193.84	1.17	60.01-
2001	5,834.08	.00	11.16-	0.00	74.17	5,748.75	1.27	11.16-
2000	4,307.75	.00	11.16-	0.00	70.73	4,225.86	1.65	11.16-
1999	4,500.29	.00	2,812.12-	0.00	70.73	1,617.44	4.19	11.16-
1998	5,764.88	.00	0.00	0.00	0.00	5,764.88		0.00
****	13,211,939.97	16,549.94-	75,145.51-	129,590.79	12,330,622.45	808,172.01		1,305.75-

07/01/2020 07:22:09 1492569
TC298-X2 SELECTION: DEPOSIT

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
JURISDICTION SUMMARY BY YEAR
FROM: 06/01/2020 THRU 06/30/2020
JURISDICTION: 0028 LA VEGA ISD

PAGE: 12
INCLUDES AG ROLLBACK

ACCOUNT	UPDATE MODE	YEAR	DEPOSIT	LEVY COLLECTED	RENTION PENALTY	P & I COLLECTED	RENTION P & I	RENTION DISCOUNT	APPRAISAL COMMISSION	DISBURSEMENT AMOUNT
YEAR 2019 TOTAL				449.07	40.83	66.96	0.00	0.00	2.04	513.99
TOTAL FOR 0028 LA VEGA ISD				449.07	40.83	66.96	0.00	0.00	2.04	513.99
BY COUNTY 161				449.07	40.83	66.96	0.00	0.00	2.04	513.99

*Subtract
from
Collections*

07/01/2020 07:16:50 3492565
 TC298-D SELECTION: DEPOSIT
 RECEIPT DATE: ALL
 LOCATION: ALL

TAX COLLECTION SYSTEM
 DEPOSER DISTRIBUTION
 FROM: 06/30/2020 THRU 06/30/2020
 JURISDICTION: 0028 LA VEGA ISD

PAGE: 14
 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2019	M & O	1.068350	55,246.38	.00	8,229.43	.00	63,475.81	85.67	.00	.00	63,561.48
	I & S	.221919	11,478.84	.00	1,709.44	.00	13,185.28	.00	.00	.00	13,185.28
	TOTAL	1.290269	66,722.22	.00	9,938.87	.00	76,661.09	85.67	.00	.00	76,746.76
2018	M & O	1.170000	967.30	.00	280.52	.00	1,247.82	297.34	.00	.00	1,545.16
	I & S	.224040	185.23	.00	53.72	.00	238.95	.00	.00	.00	238.95
	TOTAL	1.394040	1,152.53	.00	334.24	.00	1,486.77	297.34	.00	.00	1,784.11
ALL	M & O		56,213.68	.00	8,509.95	.00	64,723.63	383.01	.00	.00	65,106.64
ALL	I & S		11,661.07	.00	1,763.16	.00	13,424.23	.00	.00	.00	13,424.23
ALL	TOTAL		67,874.75	.00	10,273.11	.00	78,147.86	383.01	.00	.00	78,530.87
DLQ	M & O		967.30	.00	280.52	.00	1,247.82	297.34	.00	.00	1,545.16
DLQ	I & S		185.23	.00	53.72	.00	238.95	.00	.00	.00	238.95
DLQ	TOTAL		1,152.53	.00	334.24	.00	1,486.77	297.34	.00	.00	1,784.11
CURR	M & O		55,246.38	.00	8,229.43	.00	63,475.81	85.67	.00	.00	63,561.48
CURR	I & S		11,478.84	.00	1,709.44	.00	13,185.28	.00	.00	.00	13,185.28
CURR	TOTAL		66,722.22	.00	9,938.87	.00	76,661.09	85.67	.00	.00	76,746.76

U* C

	64,723.63	+
ACAD	2.04	-
	64,721.59	*
MFO	64,721.59	+
IAS	13,424.23	+
	78,145.82	*

07/01/2020 07:22:04 3492569
 TC298-D SELECTION: DEPOSIT
 RECEIPT DATE: ALL
 LOCATION: ALL

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 06/01/2020 THRU 06/30/2020
 JURISDICTION: 0028 LA VEGA ISD

PAGE: 15
 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LMVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIP AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2019	M & O	1.068350	109,217.35	.00	15,448.98	.00	124,666.33	158.00	.00	.00	124,824.33
	I & S	.221919	22,686.80	.00	3,209.06	.00	25,895.86	.00	.00	.00	25,895.86
	TOTAL	1.290269	131,904.15	.00	18,658.04	.00	150,562.19	158.00	.00	.00	150,720.19
2018	M & O	1.170000	1,060.17	.00	1,136.47	.00	2,196.64	1,168.73	.00	.00	3,365.37
	I & S	.224040	203.05	.00	217.63	.00	420.68	.00	.00	.00	420.68
	TOTAL	1.394040	1,263.22	.00	1,354.10	.00	2,617.32	1,168.73	.00	.00	3,786.05
2017	M & O	1.170000	4,299.82	.00	189.05	.00	4,110.77	140.04	.00	.00	3,970.73
	I & S	.243532	898.00	.00	39.34	.00	855.66	.00	.00	.00	855.66
	TOTAL	1.413532	5,194.82	.00	228.39	.00	4,966.43	140.04	.00	.00	4,826.39
2016	M & O	1.170000	971.72	.00	151.00	.00	1,222.72	105.96	.00	.00	1,228.68
	I & S	.252100	209.38	.00	32.53	.00	241.91	.00	.00	.00	241.91
	TOTAL	1.422100	1,181.10	.00	183.53	.00	1,364.63	105.96	.00	.00	1,470.59
2015	M & O	1.170000	1.29	.00	.84	.00	2.13	.53	.00	.00	2.66
	I & S	.289000	.32	.00	.21	.00	.53	.00	.00	.00	.53
	TOTAL	1.459000	1.61	.00	1.05	.00	2.66	.53	.00	.00	3.19
2014	M & O	1.170000	231.30	.00	178.10	.00	409.40	102.52	.00	.00	511.92
	I & S	.295000	58.32	.00	44.91	.00	103.23	.00	.00	.00	103.23
	TOTAL	1.465000	289.62	.00	223.01	.00	512.63	102.52	.00	.00	615.15
2013	M & O	1.170000	87.05	.00	74.64	.00	151.69	38.65	.00	.00	200.35
	I & S	.250000	18.60	.00	15.94	.00	34.54	.00	.00	.00	34.54
	TOTAL	1.420000	105.65	.00	90.58	.00	186.23	38.65	.00	.00	234.89
2006	M & O	1.370000	35.89	.00	62.08	.00	97.97	16.48	.00	.00	114.45
	I & S	.166607	4.37	.00	7.55	.00	11.92	.00	.00	.00	11.92
	TOTAL	1.536607	40.26	.00	69.63	.00	109.89	16.48	.00	.00	126.37
ALL	M & O		107,304.95	.00	17,241.16	.00	124,546.11	1,730.92	.00	.00	126,277.03
ALL	I & S		22,285.84	.00	3,567.17	.00	25,853.01	.00	.00	.00	25,853.01
ALL	TOTAL		129,590.79	.00	20,808.33	.00	150,399.12	1,730.92	.00	.00	152,130.04
DLQ	M & O		1,912.40	.00	1,792.18	.00	120.22	1,572.92	.00	.00	1,452.70
DLQ	I & S		400.96	.00	358.11	.00	42.85	.00	.00	.00	42.85
DLQ	TOTAL		2,313.36	.00	2,150.29	.00	163.07	1,572.92	.00	.00	1,495.55
CURR	M & O		109,217.35	.00	15,448.98	.00	124,666.33	158.00	.00	.00	124,824.33
CURR	I & S		22,686.80	.00	3,209.06	.00	25,895.86	.00	.00	.00	25,895.86
CURR	TOTAL		131,904.15	.00	18,658.04	.00	150,562.19	158.00	.00	.00	150,720.19

Consider Budget Amendments

Presented for:

Board action Report/Review Only

Supporting documents:

None Attached Provided Later

Contact Person:

Ms. Diane Roepke

Background Information:

Section 2.10.6 of the Financial Accountability System Resource Guide, version 14.0, dated January 2010, states that budget amendments are mandated by the state for budgeted funds reallocated from one function level, and state and/or federal project to another. These budget changes are usually the result of unexpected levels of expenditures in certain categories and must be amended in the budget for legal compliance.

All budget amendments are required to be adopted by the last day of the fiscal year. All necessary budget amendments must be formally adopted by the school board and recorded in the board minutes.

Fiscal Implication:

Budget amendments for General Operating are included that move from one function to another. The budget amendment for Interest & Sinking is to cover 2020 Bond refunding early this year.

Administrative Recommendation:

It is recommended that the Board approve the attached Budget Amendments as presented.

Motion:

Second:

For:

Against:

Abstain:

Amendment Nbr	Date	Amendment Reason					Amended
			Fnc-Obj-So-Org-Prog	Original	Approved	Increase	
121037	07-21-2020	B121037 BUDGET CHANGE					
		31-6495.00-042-099000	-150.00	-150.00	.00	110.00	-40.00
		32-6219.00-042-030000	-25,000.00	-25,000.00	.00	2,500.00	-22,500.00
		32-6399.00-042-030000	.00	.00	2,610.00	.00	-2,610.00
		Amendment 121037 Total			2,610.00	2,610.00	
121038	07-21-2020	B121038 BUDGET CHANGE					
		11-6119.00-106-036000	.00	.00	363,950.00	.00	-363,950.00
		11-6399.41-999-011000	-50,000.00	-43,550.00	.00	43,550.00	.00
		34-6299.00-834-023000	-210,000.00	-210,000.00	.00	88,000.00	-122,000.00
		34-6299.00-834-099000	-1,800,000.00	-1,800,000.00	14,000.00	.00	-1,814,000.00
		36-6499.CH-999-091000	-60,000.00	-40,400.00	.00	40,400.00	.00
		41-6299.41-999-0990SI	-10,000.00	-10,000.00	.00	10,000.00	.00
		51-6249.41-999-099000	-315,000.00	-231,573.00	.00	21,000.00	-210,573.00
		51-6255.00-999-099000	-65,000.00	-65,000.00	.00	15,000.00	-50,000.00
		51-6257.00-999-099000	-500,000.00	-496,000.00	.00	100,000.00	-396,000.00
		53-6239.00-813-099121	-60,000.00	-60,000.00	.00	60,000.00	.00
		Amendment 121038 Total			377,950.00	377,950.00	
Fund 199 / 0 Totals							
		3XXX	.00	.00	.00	.00	.00
		5XXX	.00	.00	.00	.00	.00
		6XXX	-3,095,150.00	-2,981,673.00	380,560.00	380,560.00	-2,981,673.00
		7XXX	.00	.00	.00	.00	.00
		8XXX	.00	.00	.00	.00	.00
121039	07-21-2020	B121039 BUDGET CHANGE					
		71-6599.00-999-099000	.00	.00	147,200.00	.00	-147,200.00
		00-7911.00-000-000000	.00	.00	7,380,000.00	.00	7,380,000.00
		00-7916.00-000-000000	.00	.00	975,000.00	.00	975,000.00
		00-8949.00-000-000000	.00	.00	8,207,800.00	.00	-8,207,800.00
		Amendment 121039 Total			16,710,000.00	.00	
Fund 511 / 0 Totals							
		3XXX	.00	.00	.00	.00	.00
		5XXX	.00	.00	.00	.00	.00
		6XXX	.00	.00	147,200.00	.00	-147,200.00
		7XXX	.00	.00	8,355,000.00	.00	8,355,000.00
		8XXX	.00	.00	8,207,800.00	.00	-8,207,800.00
Grand Totals							
		3XXX	.00	.00	.00	.00	.00
		5XXX	.00	.00	.00	.00	.00
		6XXX	-3,095,150.00	-2,981,673.00	527,760.00	380,560.00	-3,128,873.00
		7XXX	.00	.00	8,355,000.00	.00	8,355,000.00
		8XXX	.00	.00	8,207,800.00	.00	-8,207,800.00

End of Report

Quarterly Investment Report

Presented for:

Board action Report/Review Only

Supporting documents:

None Attached Provided Later

Contact Person:

Ms. Diane Roepke

Background Information:

The Business Office prepares an investment report on a quarterly basis for the Board's review and approval. Attached is the report for the current quarter's investments.

Fiscal Implication:

None

Administrative Recommendation:

It is recommended that the Board approve the Quarterly Investment Report.

Motion:

Second:

For:

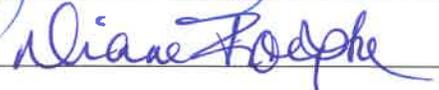
Against:

Abstain:

**LA VEGA INDEPENDENT SCHOOL DISTRICT
INVESTMENT REPORT-COMPLIANCE STATEMENT
QUARTER ENDED June 30, 2020**

We, the approved Investment Officers of La Vega ISD, hereby certify that the following Investment Report represents the investment position of the district as of **June 30, 2020** in compliance with the Board- approved Investment Policy, the Public Funds Investment Act (Texas Government Code 2256), and Generally Accepted Accounting Principles (GAAP).





Dr. Sharon Shields, Superintendent

Diane Roepke, Deputy Superintendent
For Finance

**LA VEGA INDEPENDENT SCHOOL DISTRICT
STATEMENT OF INVESTMENT POSITION-BY FUND
06/30/2020**

<u>FUND</u>	<u>CHECKING</u>	<u>TEXAS TERM</u>	<u>TEXAS CLASS</u>	<u>TOTAL BY FUND</u>
OPERATING FUND	\$ 516,730.05		\$ 6,884,626.05	\$ 7,401,356.10
FOOD SERVICE	0.00	43,530.76		43,530.76
SCHOLARSHIP FUND	0.00			-
INTEREST & SINKING FUND	73,766.02		808,445.03	882,211.05
CAPITAL PROJECTS	0.00		0.00	-
TOTAL BY TYPE	\$ 590,496.07	\$ 43,530.76	\$ 7,693,071.08	\$ 8,327,097.91

AVERAGE MONTHLY YIELD

0.41%

0.59%



P.O. Box 154068
Waco, Texas 76715-4068

RETURN SERVICE REQUESTED

LAVEGA ISD GENERAL
OPERATING FUND
400 E LOOP 340
WACO TX 76705-3420

Statement Ending 06/30/2020

LAVEGA ISD GENERAL

Page 1 of 46

Account Number: XXXXX6097

Managing Your Accounts

	Bank Name	American Bank, N.A.
	Bank Number	254-412-2000
	Mailing Address	P.O. Box 154068 Waco, TX 76715-4068
	Website	www.ambankwaco.com

We're Here For You

— Our Lobbies Are Now Open

Please call our Customer Care Center 254.412.2000 if you have any questions or for additional information.

Summary of Accounts

Account Type	Account Number	Ending Balance
PUBLIC FUNDS SCHOOLS	XXXXX6097	\$516,739.05

PUBLIC FUNDS SCHOOLS-XXXXX6097

Account Summary

Date	Description	Amount
05/30/2020	Beginning Balance	\$635,493.15
	59 Credit(s) This Period	\$3,514,923.53
	296 Debit(s) This Period	\$3,733,677.63
06/30/2020	Ending Balance	\$516,739.05

Account Activity

Post Date	Description	Debits	Credits	Balance
05/30/2020	Beginning Balance			\$635,493.15
06/01/2020	DEPOSIT		\$0.03	\$635,493.18
6/01/2020	DEPOSIT		\$230.00	\$635,723.18



4200/2000 571100 E88000 L212944 7.9000



American Bank

MEMBER FDIC

P.O. Box 154068
Waco, Texas 76715-4068

RETURN SERVICE REQUESTED

LAVEGA ISD INTEREST & SINKING.
400 E LOOP 340
WACO TX 76705-3420

Statement Ending 06/30/2020

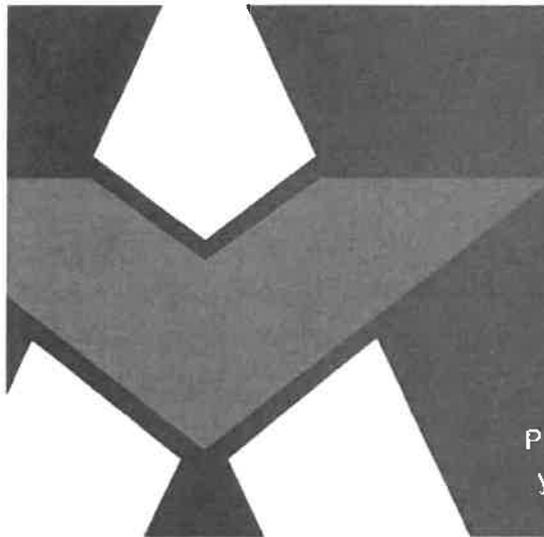
LAVEGA ISD INTEREST & SINKING.

Page 1 of 4

Account Number: XXXXX6063

Managing Your Accounts

	Bank Name	American Bank, N.A.
	Bank Number	254-412-2000
	Mailing Address	P.O. Box 154068 Waco, TX 76715-4068
	Website	www.ambankwaco.com



**We're Here
For You**

— Our Lobbies Are Now Open

Please call our Customer Care Center 254.412.2000 if you have any questions or for additional information.

Summary of Accounts

Account Type	Account Number	Ending Balance
PUBLIC FUNDS SCHOOLS	XXXXX6063	\$73,766.02

PUBLIC FUNDS SCHOOLS-XXXXX6063

Account Summary

Date	Description	Amount
05/30/2020	Beginning Balance	\$61,288.19
	17 Credit(s) This Period	\$13,660.33
	1 Debit(s) This Period	\$1,182.50
06/30/2020	Ending Balance	\$73,766.02

Account Activity

Post Date	Description	Debits	Credits	Balance
05/30/2020	Beginning Balance			\$61,288.19
06/02/2020	MCLENNAN COUNTY DISBURSMNT ACH53229 335489		\$895.08	\$62,183.27
06/02/2020	MCLENNAN COUNTY DISBURSMNT ACH53170 335451		\$1,228.49	\$63,411.76



Member
FDIC



Summary Statement

June 2020

La Vega ISD

400 E. Loop 340
Waco, TX 76705

TXCLASS

Average Monthly Yield: 0.59%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
TX-01-0316-0001 CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TX-01-0316-0002 INTEREST & SINKING	806,054.25	0.00	0.00	390.78	5,665.92	806,264.47	808,445.03
TX-01-0316-0003 GENERAL FUND	7,681,259.94	500,000.00	1,300,000.00	3,366.11	66,252.09	6,973,097.23	6,884,626.05
Total	8,489,314.19	500,000.00	1,300,000.00	3,756.89	71,918.01	7,781,361.70	7,693,071.08



Handwritten initials/signature

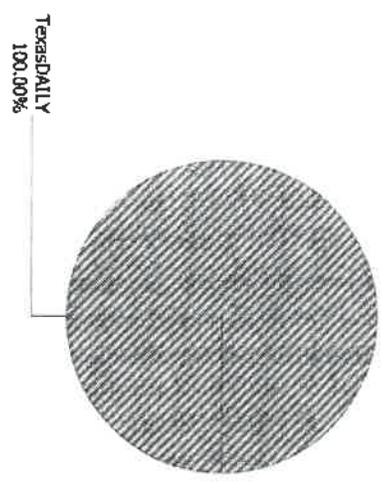
Account Statement - Transaction Summary

For the Month Ending June 30, 2020

La Vega Independent School District - LUNCH FUND - 1058-02

TexasDAILY	
Opening Market Value	43,522.36
Purchases	8.40
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00
Closing Market Value	\$43,530.76
Cash Dividends and Income	8.40

Asset Summary		
	June 30, 2020	May 31, 2020
TexasDAILY	43,530.76	43,522.36
Total	\$43,530.76	\$43,522.36
Asset Allocation		



LV Personnel Resignations

The following resignations are presented for approval:

Name	Assignment	Reason for Resignation
Anne Houser	4 th /5 th Math/Science LVIS	Retiring
Tiffany Nelms	Health Science/CNA Instructor LVHS	Personal
Markell Robinson	Director of Music/Head Band LVHS	Personal
Albert Zertuche	5 th Grade Science LVIS	Retiring

I hereby authorize the administration to utilize my signature stamp to issue contracts to personnel and approve resignations as recommended herein.

President, La Vega ISD Board of Trustees
July 21, 2020

INSTRUCTIONAL TECHNOLOGY SPECIALIST

Reports To: Assistant Superintendent for Curriculum, Instruction & Assessment

Dept / Campus: District-wide

Pay Grade: P-309

Board Approval: July 2020

PRIMARY PURPOSE / FUNCTION:

Provide leadership, coordination, training, and support to staff regarding technology integration. This position supports curriculum alignment and instruction by assisting with identifying, acquiring, and maintaining software, hardware, and network products.

QUALIFICATIONS:

Education/Certification:

Master's degree from an accredited university with a major in assigned subject
Valid Texas teaching certificate preferred with endorsements for assigned subject

Special Knowledge/Skills:

Knowledge of EC-12 curriculum design and implementation
Knowledge of technology resources and systems
Ability to evaluate instruction programs and teaching effectiveness
Ability to develop and deliver training to adult learners
Ability to interpret data
Strong organizational, communication, communication, and interpersonal skills

Experience:

Three to five years teaching experience in all curriculum areas assigned

MAJOR RESPONSIBILITIES AND DUTIES:

Instructional and Program Management

1. Coordinate the review, development, and revision of instructional technology integration in all subject areas and related curriculum documents and materials, including curriculum guides, course outlines, and teaching plans.
2. Work cooperatively with district leadership and campus administrators in developing and designing the integration of technology in programs and content areas.

Instructional Technology Specialist

3. Facilitate the proficient use of the SAMR framework by teachers as a means to help students visualize complex concepts.
4. Coordinate with district leadership, technology department, campus administration, and classroom teacher to determine the best applications, services, products and tools to meet the needs teacher and students.
5. Obtain and use evaluative findings (including student achievement data) to examine curriculum and instruction program effectiveness for the assigned content areas.
6. Assist in the preparation of the budget and administration of the budget for instructional technology related supplies, equipment, and software.

Staff Development

7. Plan and provide professional development for teachers, administrators, and district personnel on the utilization of district programs
8. Disseminate information regarding current technology tools for teaching and learning and parent-teacher communication.
9. Observe classroom instruction and provide support, co-teaching and/or technical assistance to classroom teachers to facilitate improvement and innovation.
10. Demonstrate teaching strategies with students in classroom

Other

12. Assist campus and district administration in mass communication of information to parent and community members.
13. Use effective communication skills to present information accurately and clearly and communicate with colleagues.
14. Present a positive role model for students that supports the mission of the school district.
15. Maintain a positive and effective relationship with supervisors, teachers, and other campus personnel.
16. Assists with fixed asset and inventory activities of technology products.
17. Develop needed professional skills appropriate to personal growth and professional job assignments.
18. Demonstrate behavior that is professional, ethical, and responsible.

Instructional Technology Specialist

- 19. Keep informed of and comply with state, district, and local school regulations and policies.
- 20. Attends meetings and staff development functions as necessary to develop skills.
- 21. Compile, maintain, and file all physical and computerized reports, records, and other documents required.
- 22. Any other duties as assigned by the Asst. Superintendent.

Supervisory Responsibilities

None

Mental Demands:

- Ability to communicate effectively (verbally and written)
- Ability to instruct and model desirable skills and attitudes
- Ability to remain productive and maintain control under stress

Physical Demands:

- Frequent district-wide travel
- Occasional prolonged and irregular hours
- Frequent use of computers and other technology devices
- Ability to lift and carry 50 lb.

The foregoing statements describe the general purpose and responsibilities to this job and are not an exhaustive list of all responsibilities, duties, and skills that may be required.

Employee

Date

Supervisor

Date

La Vega ISD Employee Handbook for 2020-2021

Presented for:

Board action Report/Review Only

Supporting documents:

None Attached Provided Later

Contact Person:

Mr. Todd Gooden

Background Information:

Submitted for review and approval is the updated 2020-2021 Employee Handbook.

Fiscal Implication:

N/A

Administrative Recommendation:

It is the Administration's recommendation to approve the 2020-2021 Employee Handbook.

Motion:

Second:

For:

Against:

Abstain:

La Vega Pirates

2020-2021



Employee Handbook

La Vega ISD does not discriminate on the basis of race, religion, color national origin, age, sex, or disability in providing educational services, activities, and programs.

Approved by the LVISD Board of Trustees – July 21, 2020

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Employee Handbook Receipt

Name _____

Campus/Department _____

I hereby acknowledge receipt of a copy of the La Vega 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.

The electronic format can be found at: www.lavegaisd.org

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 the Personnel Dept. 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 book. 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 Personnel Office if I have questions or concerns or need further explanation.

Signature

Date

Please sign and date this receipt and forward it to Deborah Ray in the Personnel Office.

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 La Vega ISD Personnel Office.

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 www.lavegaisd.org.

District Information

Description of the District

The La Vega Independent School District, established in 1927, encompasses 31.5 square miles in central McLennan County. Accredited by the Texas Education Agency, the District provides quality education for pre-kindergarten through twelfth grade, as well as vocational and special education for pre-school and school-age children. Additionally, the District operates the La Vega Family Resource Center, which provides childcare services for children age's birth through four. Serving an approximate population of 14,000 residents, the District strives to provide a variety of educational opportunities and involvement for the entire community.

The District philosophy expresses a desire for students to achieve intellectual, social, physical, economic, and occupational competence through their learning activities. Emphasis on academic and vocational activities provides students with opportunities for total development.

Personnel in LVISD receive extensive, on-going professional development opportunities. As the school staff is provided with new and better tools for instruction and management, the District believes it will be better able to guarantee that all students will be exposed to a quality environment, which will ensure learning.

The District enrollment is approximately 3,366, with 15% white, 26% African American, 57% Hispanic, and 0.89% of Asian or Pacific Islander, 0.03% of two or more.

Mission Statement, Goals, and Objectives

Policy AE

The mission of the District is to provide a needs-satisfying environment where everyone can produce successfully, with the understanding that learning adds quality to life. Preparing each student to contribute to an ever-changing interdependent society is our commitment.

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 at large and five elected from single-member Districts in accordance with Texas law and serve three-year terms. Board members serve without compensation, must be qualified voters, and must reside in the district.

Current board members include:

Brenda Rocha, President

Mildred Watkins, Vice President
Randy Devorsky, Secretary
Henry Jennings, Asst. Secretary

Henry Jennings, Member
Raymond Koon Member
Phil Bancale, Member

Board Meeting Schedule for 2020–2021

The board usually meets on the third Tuesday of every month at 7:00 p.m. at the District's Administration Building, 400 East Loop 340, Waco, Texas. Special meetings may be called when necessary. A written notice of regular and special meetings will be posted on the district website, the Administration building and at the McLennan County Clerk's office 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.

Administration

400 E. Loop 340, Bellmead, Texas 76705
(254) 299-6700 ~ FAX (254) 799-8642

Dr. Sharon M. Shields	Superintendent of Schools
Todd Gooden	Asst. Superintendent for Personnel & Administration
Diane Roepke	Deputy Superintendent for Finance
Dr. Charla Rudd	Asst. Supt. for Curriculum, Instruction, & Assessment
Dr. Peggy Johnson	Director of Special Programs
Angela Ward	Director of Special Education

School Calendar

The Board of Trustees annually approves the school calendar in the spring proceeding the upcoming school year. Visit our website at www.lavegaisd.org to print copies of the most updated calendar.

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.

Support Services

Special Education Services

901 Maxfield
Bellmead, Texas 76705
254-299-6750

Asst. Director: Stacy Heath

Technology Department

3101 Latimer, Bldg. F
Bellmead, Texas 76705
254-299-6720

Director: Justin Peebles

Maintenance Department

3101 Latimer
Bellmead, Texas 76705
254-799-6696
254-799-2824 Warehouse

Director: James Langlotz

Child Nutrition Services

3101 Latimer, Bldg. F
Bellmead, Texas 76705
254-299-6807

Director: Dave Thiel

Transportation Department

2604 Beale
Bellmead, Texas 76705
254-799-7453

Supervisor: Mandy Livingston

Custodial Department

3101 Latimer
Bellmead, Texas 76705
254-299-6852

Director: Tray Arthur

Campus Directory

La Vega Learning Center

900 Ashleman
Bellmead, Texas 76705
254-299-2047

Lead Teacher: Nathan Jones

La Vega Primary School

4400 Harrison
Bellmead, Texas 76705
254-299-6730
254-799-1369 Fax

Principal: Lisa Seawright
Asst. Principal: Chris Kubacak
Instructional Facilitator: Randi Connor
Counselor: Carrie Marable

La Vega Elementary School

3100 Wheeler
Bellmead, Texas 76705
3100 Wheeler
Bellmead, Texas 76705

Principal: Shaunte Stewart
Asst. Principal: Laura Klander
Asst. Principal: James Whatley
Instructional Facilitator: Brenda Sellers
Counselor: Vicki Doherty
Counselor: Ann Dennis

La Vega Intermediate School

H. P. Miles Campus

4201 Williams Rd.
Bellmead, Texas 76705
254-299-6780
254-799-9738 Fax

Principal: Kristi Rizo
Asst. Principal: Devin Gulliford
Asst. Principal: Andreia Foster
Instructional Facilitator: Heather Franks
Counselor: Nancy Muhammad

La Vega Jr. High School

George Dixon Campus

4401 Orchard Lane
Bellmead, Texas 76705
254-299-6790
254-799-8943 Fax

Principal: Ginny Ellis
Asst. Principal: Tamara Carter-Smith
Asst. Principal: Adam Woods
Counselor: Mary Keezee

La Vega High School

555 N. Loop 340
Bellmead, Texas 76705
254-299-6820
254-799-0720 Fax
254-799-9944 Band Hall
254-799-0729 ROTC
254-799-4248 Field House

Principal: Sandra Gibson
Asst. Principal: Laura Kinne
Asst. Principal: Corey McAdams
Asst. Principal: Gene Hicks
Counselor: Patrick Shade
Counselor: Misty Speers
College, Career &
Military Advisor: Letisha Watson

Early College/High School

254-299-6821

Asst. Principal for ECHS: Jeanne Gravitt
Counselor: Sal Acosta

Employment

Equal Employment Opportunity

Policies DAA, DIA

In its efforts to promote nondiscrimination and as required by law, La Vega 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 Asst. Secretary for Civil Rights of the Department of Education, or both.

The district designates and authorized the following employee as the Title IX coordinator for employees to address concerns or inquires regarding discrimination based on sex, including sexual harassment: Todd Gooden, Asst. Superintendent for Personnel, 400 E. Loop 340, Waco, TX 76705, todd.gooden@lavegaisd.org, 254-299-6700. 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 authorized the following employee as the ADA/Section 504 coordinator for employees for concerns regarding discrimination on the basis of a disability: Angela Ward, Director of Special Education, 901 Maxfield, Waco, TX 76705, anela.ward@lavegaisd.org, 254-299-6750.

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

Job Vacancy Announcements

Policy DC

To the extent possible, announcements of job vacancies by position and location are posted online on a regular basis and posted at the central administration building. You can also visit our website at www.lavegaisd.org for current vacancies.

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 noninstructional administrators) are employed by a Chapter 21 probationary or term contract.

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 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 Personnel Department in a timely manner. Employees licensed by the Texas Department of Licensing and Regulations (TDLR) must notify Todd Gooden, Asst. Supt. For Personnel when there is action against, or revocation of, their license.

A certified employee's contract may be voided without 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 Deborah Ray at 299-6709 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 Personnel Dept. 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 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 policies and related educational material should contact Todd Gooden, Assistant Superintendent of Personnel & Administration.

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, University Interscholastic League, or another organization that provides equivalent training and certification. Employees subject to this requirement must submit their certification or documentation to the Personnel Department annually.

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. An online internal application must be completed for the position available by the employee. The supervisor shall complete an online position change for the transfer. 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 Personnel office and must be approved by the receiving supervisor.

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.

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.

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 Deborah Ray at 299-6709.

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 printed copy of their online evaluation, participate in a performance conference with their supervisor, and have the opportunity to respond to the evaluation.

Auxiliary and Paraprofessional employees

Each auxiliary and paraprofessional employee shall be evaluated using the standard District *Performance Evaluation* form and the job description for the position assigned.

Evaluations should be completed prior to May 1st of each school year.

Certified Teachers and Principals

Each certified teacher shall be evaluated using the Texas Teacher Evaluation and Support System (T-TESS). Principals shall be evaluated using the Texas Principal Evaluation and Support System (T-PESS).

Appraisers. Campus administrators will serve as the appraisers for their respective campuses. All campus administrators will be appropriately certified and trained. All appraisers will be approved by the Board of Trustees annually. The following individuals were approved as appraisers for the 2020-2021 school year:

Administration

Dr. Sharon M. Shields
Todd Gooden
Dr. Charla Rudd
Dr. Peggy Johnson

LVPS

Lisa Seawright
Chris Kubacak
Randi Connor

LVE

Shaunte Stewart
Laura Klander
James Whatley
Brenda Sellers

LVIS-HPM

Kristi Rizo
Andreia Foster
Heather Franks
Devin Gulliford

LVJH-GDC

Ginny Ellis
Tamara Carter-Smith
Adam Woods

LVHS

Sandra Gibson
Laura Kinne
Gene Hicks
Corey McAdams
Charlotte Carlisle
Mari Keller

ECHS

Jeanne Gravitt

Appraisal Instrument. Appraisal Instrument. Appraisals will be conducted utilizing the following documents and procedures as outlined in TEA guidelines:

Teacher Self-Assessment
Observation
T-TESS Rubric
Intervention Plan for Teacher in Need of Assistance

Appraisal Procedures. Appraisals of professional teaching personnel in the District will be conducted a minimum of once per semester.

2020-2021 T-TESS Calendar

Deadline for teacher orientation <i>(Walk-throughs may begin immediately after orientation date)</i>	August 28, 2020
Deadline for goal setting conferences: <i>(All teachers)</i>	September 4, 2020
Deadline for Part I of goal setting form	September 4, 2020
Formal observations begin	September 9, 2020
Deadline for completion of formal observations <i>(Probationary teachers and TINA)</i>	November 6, 2020
EOY conferences begin: <i>(All teachers)</i>	February 22, 2021
Deadline for completion of formal observations And EOY conferences	March 5, 2021
Deadline for completion of formal observations And EOY conferences (for TINA)	May 7, 2021
Written Summative Report completed <u>after</u> EOY conference <i>(for teachers receiving formal observation)</i>	Released to teachers within ten (10) days <i>after</i> conference
Final date to release Summative Report <i>(for teachers receiving formal observation)</i>	May 14, 2021
All evaluations and supporting documentation must be completed, signed, and in TalentEd on or before this date:	May 21, 2021
Formal T-TESS observations may <u>not</u> be conducted on the following days:	

- During the two weeks following the day of completion of T-TESS orientation
- During administration of standardized tests
- On the days before and after a school holiday:

Any written response or rebuttal must be submitted within ten working day of the teacher's receipt of a written observation summary, a written annual summative report, or any other written documentation associated with the teacher's appraisal.

Appraisal Observations. One appraisal observation, including second appraisals, shall be unscheduled.

Second Appraisals. A teacher may request a second appraisal by another appraiser as specified in the Texas Administrative Code Chapter 150. The request for a second appraisal must be made in writing to the Superintendent within ten (10) school days of the teacher's receipt of the first appraisal scores.

Second Appraisers. The Superintendent or designee shall designate the second appraiser from the list of approved T-TESS appraisers. If possible, the Superintendent or designee will designate a second appraiser who is a campus administrator at the same level (elementary or secondary) as the first appraiser.

Second Appraisal Scores. Once the second appraisal and observation summary have been completed, the scores from the first appraisal shall be combined with the scores from the second appraisal according to the following formula:

- a. First appraisal shall equal 60% of the total points for each domain criteria.
- b. Second appraisal shall equal 40% of the total points for each domain criteria.
- c. The combined weighted percentages shall be added for a total score for each domain criteria.
- d. The scores for all domains shall be added to determine the total appraisal points.
- e. The total appraisal points will be applied to the domain rating scale indicated for that domain to determine the teacher's domain rating (i.e., Dist, Acc, Prof, Dev, Imp N)

Teacher in Need of Assistance. A teacher whose performance meets any of the following will be designated as a "teacher in need of assistance":

- a. A teacher who is evaluated as improvement needed in one or more domains; or
- b. A teacher who is evaluated as developing in two or more domains.

When a teacher is designated as a "teacher in need of assistance," the appraiser and/or the teacher's supervisor shall, in consultation with the teacher, develop an intervention plan. In cases when the teacher's appraiser is not the teacher's principal, the principal shall be involved in the development and evaluation of the intervention plan.

Student Performance. Every teacher must be evaluated each year and the teacher's appraisal must include "...the performance of teachers' students." [Texas Education Code §21.351(a) (2)] La Vega Primary School does not receive an independent Campus Performance Rating because the campus does not serve grade levels, which participate in the Texas Assessment of Academic Skills (STAAR) testing. For the purposes of accountability,

La Vega Primary School, which serves as a feeder school, has been paired with La Vega Elementary. Therefore, the Campus Performance Rating for La Vega Primary School will be the same as the Campus Performance Rating for La Vega Elementary.

Employee Involvement

Policies BQA, BQB

At both the campus and district levels, La Vega 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 office of Instructional Services at 299-6700.

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 non-exempt 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*)

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 Gail Souders or Deborah Ray 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.

Semi-monthly paychecks will be distributed on or before the 15th day of each month. Monthly paychecks will be distributed on or before the 27th day of each month.

Automatic Payroll Deposit

Employees are required to have their paychecks electronically deposited into a designated account and will receive a copy of their wage & earning statement on payday. Contact Gail Souders at 299-6700 for more information about the automatic payroll deposit service.

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 other elected programs and/or services. 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 at 12:01 a.m. Monday and ends at 12:00 p.m. Sunday.

Nonexempt employees that are paid on a salary basis are paid for the hours set by the normal work schedule. Hours worked beyond the normal schedule up to 40 hours will be paid at a regular rate of pay. Nonexempt employees are not authorized to work beyond their normal work schedule without written advance approval from their supervisor.

For the purpose of calculating overtime, a workweek begins at 12:01 a.m. Monday and ends at 12:00 p.m. Sunday. This is the most common practice in Districts. Employees may be compensated for overtime with direct pay at time-and-a-half rates. All nonexempt employees are required to utilize the time clock for the purpose of documenting hours worked. Repeated failure to appropriately utilize the time clock may result in disciplinary action, including termination.

Travel Expense Reimbursement

Policy DEE

Before any travel expenses are incurred by an employee, the employee's supervisor and 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 at least 10 or more 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 Gail Souders for more information.

Supplemental Insurance Benefits

Policy CRD

At their own expense, employees may enroll in supplemental insurance programs for life insurance, dental, disability, cancer, critical illness, vision, and accident and dread diseases. Premiums for these programs are paid by payroll deduction. Employees should contact Gail Souders 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 Deep East Texas and Tri-Star.

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 Gail Souders. 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* 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 Gail Souders.

Teacher Retirement

Policy DEG

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). Substitute's 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 Gail Souders 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).

Other Benefit Programs

Deferred Compensation Plan, Section 457

Deferred Compensation, Section 457 of the IRS code is the retirement plan for part-time employees that work less than 20 hours a week. A deduction will be made from each paycheck to contribute to this plan. Funds that are deposited can be withdrawn 13 months after termination from the District.

Tax-sheltered Annuities

Employees may choose to tax shelter a portion of their paycheck for the purchase of annuities or for contributions to any type of investment as authorized in Section 403(b) of the IRS Code. For a listing of agents and products, call Gail Souders at 299-6712.

Free Athletic Passes

District employees shall be admitted free to all home athletic events along with one additional guest.

AT&T Discount Program

Employees can receive a discounted rate for mobile phones. Contact Gail Souders for more information at 299-6712.

Gold's Gym – Health & Wellness Program

Employees can join for a discounted rate of \$24.99/month with no enrollment fee. Family members can also be added for an additional \$24.99/month. This membership allows you go to any Gold's Gym in the state of Texas. You can also use the express gyms with this package. *A one-year commitment is required and monthly dues are payroll deducted.*

Waco Regional Tennis & Fitness

Offers corporate benefits with a monthly fee of \$49.00 individual, \$59.00 couple, and \$69.00 family. No application fees and payroll deduction.

Baylor Athletics

Employees can get tickets to Baylor Sporting Events at a discounted price. Contact Gail Souders for information at 299-6712.

Lakeshore Center for Behavioral Health

Employees are eligible for five (5) free visits per 12 month period for employee or family counseling services. Call 254-776-0400 for an appointment or visit the website at www.lakeshorecenterwaco.com. The center is located in the Woods Office Park at 4555 Lake Shore Drive, Waco, TX.

Community Loan Program

The Community Loan Center is available to all La Vega ISD employees who have worked with us for a least 3 months & who are eligible for benefits and who have a bank account (loan proceeds will be direct-deposited). No credit check is required and your credit score is not a factor.

CLC loans are made directly to La Vega ISD employees by the local nonprofit, the Community Loan Center of the Heart of Texas, administered by the Heart of Texas Goodwill Industries, Inc.

You may borrow for up to half of your gross monthly income (1,000 maximum). The interest rate on this loan is 18% and there is a \$20 origination fee that is financed into your loan payments. You may repay your loan over one year through payroll deduction. Visit www.clchot.org to complete the loan application. If you have questions, contact the Community Loan Center at 254-752-7337.

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 Gail Souders for information about applicable leave benefits, payment of insurance premiums, and requirements for communicating with the district.

To report an absence using E-School Solutions:

- Call– 870-2477 or visit the website at lavega.eschoolsolutions.com
- Enter employee number followed by pin number
- Date and time of absence
- Reason for absence
- Request substitute or opt for No Sub Required
- Special instructions for substitute
- Receive a job number to **confirm** absence has been reported. Always give job number to secretary and/or write job number on time sheet if applicable.
- Call HELP DESK# 299-6700 if you need assistance completing this process

A substitute cannot be called if the system is not called in time to locate a substitute. Here's how the system works when calling for a substitute:

- An employee can call the E-School Solutions system to report an absence or complete the process online at lavega.eschoolsolutions.com
- An absence is reported and receives a job number
- The E-School system searches its listings and finds the appropriate substitute for the job
- During the morning or evening calling period, E-School places a call to the substitute
- The substitute enters their personal identification number and the Substitute system narrator recites the job information
- The substitute accepts or declines the job. If accepted the substitute is given the job number to use when reporting to the location

For complete instructions in calling the Absence Reporting system; refer to the quick reference card that was distributed to all employees.

Paid leave must be used in half-day or full 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:

- Local Leave
- State Sick
- State Personal

Employees must follow district and department or campus procedures to report or request any leave of absence and complete the appropriate form or certification.

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 **five** consecutive 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 earned 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 five (5) days 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.

- a maximum of 5% of the campus employees in each job category will be permitted to take discretionary personal leave at the same time.
- discretionary leave shall not exceed more than three (3) consecutive workdays, except with special approval for extenuating circumstances from the superintendent.
- discretionary leave may not be taken on the following key days:
 - the day before a school holiday;
 - the day after a school holiday;
 - days scheduled for end-of-semester or end-of-year exams;
 - days scheduled for STAAR tests;
 - professional or staff development days; or
 - the first and last week of the school year.

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 & local 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 & local 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 can be used full-day or half-day increments, except when coordinated with family and medical leave taken on an intermittent or reduced-schedule basis or when coordinated with workers' compensation benefits.

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

The District provides additional local leave for all professional, paraprofessional, and auxiliary personnel. All employees shall earn local leave days at a rate of one-half local leave day for each 18 workdays of employment, up to a maximum of five (5) local leave days per employment year.

Local leave shall accumulate without limit and shall be taken with no loss of pay. Employees may use local leave for first-year care following the birth or adoption of their son or daughter or the placement of a child with the employee for foster care.

Unused leave days such as local, state, and personal days will be paid at a rate of \$25.00 per day upon retirement to those who qualify. To qualify for payment of days; a retiring employee must have worked for the district a minimum of 5 years.

Sick Leave Bank (or Pool)

Policy DEC

A sick leave pool may be established from voluntary donations by District staff to assist a fellow employee absent due to personal illness or disability or that of the employee's spouse, child, or parent. Eligibility criteria for FML will be observed for qualification of the sick leave pool. The following general guidelines shall govern the sick leave pool:

The requesting employee shall:

- have been employed in the full-time capacity for a minimum of one year;
- have a personal illness or disability;
- submit a medical certification form completed by the employee's physician to the personnel office;
- have utilized all state sick leave, local leave, and state personal leave;
- have completed a Request for Sick Leave Pool form and submitted the form to the personnel office while still on leave for the illness/disability for which the pool is being requested; and
- provide written authorization to release his/her name and general information relating to the request for the sick leave pool.

The donating employee shall:

- be a full-time employee;
- have earned state personal days to donate;
- have completed a Donation for Sick Leave Pool form and submitted the form to the personnel office.

Each donating employee shall be allowed a maximum donation of two state personal days per sick leave pool. Leave donations shall be accepted in full days only. No half-days shall be accepted.

There shall be no limit to the number of sick leave pools an employee may request in one year. The calendar for the sick leave pool year shall begin July 1 and end June 30 each year. Each sick leave pool shall be limited to a maximum of thirty donated days. Donations shall be accepted in the order received. All donation forms received after the maximum amount has been reached shall be returned to the donating employee.

In the event an employee who receives a sick leave pool does not utilize all the donated days, the donating employees' names shall be placed in a drawing once per each day donated for a maximum of two entries in the drawing. Based on the number of days remaining in the sick leave pool, the Asst. Superintendent of Personnel & Administration shall draw name/names for each of the remaining days. When the donating employee's name is drawn, the donating employee shall be credited with the day of leave originally donated.

Local leave days shall not be eligible for donation.

The donation period for each sick leave pool shall be ten business days from the date the sick leave request is posted. The donation request for sick leave pool shall be posted at each campus and department in the District.

Non-duty days

The District provides additional non-paid days for employees that work year round and do not receive paid vacation. Employees eligible for non-duty days are in positions assigned to work 226 days per year (July 1 through June 30). Non-duty days shall be available for use throughout the year, subject to the conditions below.

Non-duty days shall be taken in half-day and full-day increments.

Non-duty days shall not be cumulative. Any non-duty days remaining on June 30 shall be forfeited by the employee unless prior written approval by the Superintendent. A maximum of five (5) days may be carried over if approved but must be used by July 31 of the same year.

Vacation

Policy DED

“Vacation” is defined as the total number of workdays in the District calendar year less the employee's number of workdays.

Employees eligible for vacation leave are non-exempt (hourly) employees in positions assigned to work 252 days per year may earn a maximum of ten (10) days of vacation leave each calendar year (July 1 through June 30), which shall be prorated in the event the employee does not fill the position for the full 12-month period. One (1) day of vacation leave shall be awarded for every 24 days worked. Employees who have ten or more years of continuous service with the district shall earn ten days of vacation leave each calendar year, plus one additional day for each year of service beyond ten years, up to a maximum of fifteen (15) days per year.

Vacation days that will be earned for the current year shall be available for use throughout the year, subject to the conditions below:

Vacation leave shall be taken in half-day and full-day increments.

Vacation leave shall not be cumulative. Any vacation leave days remaining on June 30 shall be forfeited by the employee.

Vacation leave shall be considered discretionary leave. Employees must submit a notice of the request to take vacation leave five (5) working days in advance of the anticipated absence to his/her immediate supervisor.

Vacation leave shall be granted on a first-come, first served basis and will be subject to the following limitations unless otherwise approved by the Superintendent.

Vacation leave may not be taken on the following key days:

- the day before a school holiday;
- the day after a school holiday; or
- the first and last week of the instructional school year.

Vacation leave may be taken for an employee's personal illness or illness/death in the employee's immediate family (as defined in Policy DEC) if the employee has exhausted all available state sick leave, state personal leave, and local leave.

Vacation days shall not be cumulative and cannot be carried over from year to year. They must be used by June 30th of each year or forfeited by the employee.

School Business

This leave is not deducted from the employee's paid leave (i.e., state sick leave, local leave, or personal state leave) if the employee has obtained prior approval for the school business activity from their supervisor. School Business must also be reported to the E-School system.

Family and Medical Leave (FML)—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.
- 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 service member’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 service member 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 Family and Medical Leave Provisions

Eligible employees can take up to 12 weeks of unpaid leave in the 12-month period beginning on July and ending June 30 each school year.

- beginning on the first duty day of the school year
- from July 1 through June 30
- from January 1 through December 31
- measured backward from the date an employee uses FML
- measured forward from the date an individual employee's first FML begins

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. If certification of the employee's ability to perform essential job function is required, 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.

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 desire to return to work at or near the conclusion of a semester may be required to resume 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 can 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 Gail Souders 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, Gail Souders and the direct supervisor 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.

Non-educators. The maximum length of temporary disability leave for non-educators shall be 30 calendar days. Medical certification shall be required to determine eligibility for temporary disability leave. Non-educators are only eligible for temporary disability leave once all other paid leave has been exhausted. During the leave period, the employee's health insurance benefits shall be maintained at the same level provided prior to the leave period.

At the conclusion of the leave period, if the employee is able to return to work, the employee shall be placed in the first available position for which he or she is eligible. If the employee is not able to return to work at the conclusion of the leave period, employment with the District shall be terminated.

Employees may be required to provide the following:

- medical certification from a qualified health care provider supporting the need for leave due to a serious health condition affecting the employee or an immediate family member.
- second or third medical opinions and periodic recertification of the need for leave.
- periodic reports during the leave regarding the employee's status and intent to return to work.
- medical certification from a qualified health care provider at the conclusion of leave of an employee's ability to perform the essential job functions.
- certification of the need for family military leave

Employees requiring family and medical leave should contact the personnel department for details on eligibility, requirements, and limitations.

Duties while on leave

Employees on any type of leave **are not allowed** to perform any duties while on leave. This includes extra duties, i.e. coaching duties, ticket sales, etc.

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 available, partial-day increments of sick leave or any other paid leave benefits to make up the difference between wage benefits and pre-injury or -illness wages. While an employee is receiving workers' compensation wage benefits, the district will charge available leave proportionately so that the employee receives an amount equal to the employee's regular salary.

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 Todd Gooden, Asst. Supt. for Personnel & Administration.

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

Use of state and/or local leave for death in the immediate family shall not exceed five workdays per occurrence, subject to the approval of the Superintendent. In the event there is a death in the immediate family and all leave has been used, two additional days shall be granted locally.

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. Employees are required to return to work from jury duty if more than 50% of the employee's normal daily scheduled hours remain or if the jury duty occurs outside of the employee's normal work hours.

A copy of the release from jury duty or documentation of time spent at the court will be required.

Employees will receive paid leave and without loss of accumulated leave for jury duty if they do the following:

1. Send proof of jury duty form to the personnel office. The court will not automatically provide proof of jury duty service. The employee should ask the court clerk for a document indicating proof of jury duty service.
2. The proof of jury duty service must include the time of service (i.e., 8:00am to 10:00am).

Failure to provide proof of jury duty service, including time served, will result in loss of pay or a deduction from the employee's personal leave.

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 paid leave when engaged in authorized training or duty ordered by proper authority. Paid military leave is limited to 15 days each fiscal year. 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 Gail Souders. 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 Gail Souders 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

Throughout the school year, the Superintendent's office publishes newsletters, brochures, fliers, calendars, news releases, and other communication materials. These publications offer employees and the community information pertaining to school activities and achievements. They include the following:

Bellmead Bulletin – Joint publication for La Vega ISD and the Bellmead Chamber of Commerce

Monthly calendar of events – an online calendar of district-wide events for staff, community, and media

For more information, visit our website at www.lavegaisd.org and La Vega ISD Facebook or join us on Twitter

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 found on the district website under Board Policy DGBA(LOCAL).

DGBA (Local)

Complaints

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

Other Complaint Processes

Employee complaints shall be filed in accordance with this policy, except as provided below:

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

Notice to Employees

The District shall inform employees of this policy.

Guiding Principles Informal Process

The Board encourages employees to discuss their concerns and complaints through informal conferences with their supervisor, principal, or other appropriate administrator.

Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Direct Communication with Board Members

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

Formal Process

If an informal conference regarding a complaint fails to reach the outcome requested by the employee, he or she may initiate the formal process described below by timely filing a written complaint form.

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

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

Freedom from Retaliation

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

Whistleblower Complaints

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

Complaints against Supervisors

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

General Provisions Filing

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

Response

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

Days

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

Representative

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

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

Consolidating Complaints

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

When two or more complaints are sufficiently similar in nature and remedy sought to permit their resolution through one proceeding, the District may consolidate the complaints.

Untimely Filings

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

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

Costs Incurred

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

Complaint Form

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

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

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

Audio Recordings

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

Level One

Complaint forms must be filed:

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

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

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

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

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

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

Level Two

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

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

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

The Level One record shall include:

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

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

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

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

Level Three

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

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

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

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

The Level Two record shall include:

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

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

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

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

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

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

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* 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 & 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 or distribution of controlled substances, prescription drugs and toxic inhalants.

Standard 1.13 The educator shall not be under the influence of 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 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.

Dress and Grooming Standards

All District employees shall adhere to all dress and grooming standards during regular school business hours (including staff development/workdays/open house/parent meetings) and while attending and acting in an official capacity at school-related activities or events. It is expected that employees be neat, clean, and dressed in compliance with District standards.

Additionally, when employees are attending professional activities out-of-the-District, employees should pay extra attention to their dress and grooming to ensure that they promote a positive, professional image of the District.

There are specific dress and grooming standards for male and female employees, with the exception of maintenance, custodial, food service, and technology. Maintenance, custodial, food service, and technology employees shall adhere to their respective uniform requirements.

Supervisors and administrators will use their professional judgment to monitor employee dress and grooming. The standards outlined below are not intended to be exhaustive; therefore, the District will rely on the professional judgment of supervisors and administrators to identify any other types of dress and grooming that may be inappropriate.

On the first serious violation, the supervisor/administrator will allot a reasonable amount of time to allow the contract employee to go home and change without penalty. However, should the contract employee have any subsequent serious violations which require the employee to miss duty time, the loss of time will count against available leave. Non-contract employees will be required to clock out anytime they are sent home in order to return to compliance. Continued violations of the employee dress and grooming standards may result in more serious employment action, up to and including termination.

Any exceptions to the District's dress and grooming standards, such as requests for special spirit days, etc., shall be approved by the Superintendent. A written request to grant an exception must be submitted to the Superintendent PRIOR to the date on which the exception is being requested. Written confirmation from the Superintendent will be provided if the exception is approved.

An employee may request a medical exception to the dress and grooming standards. Such requests will be considered on an individual employee basis. Requesting employees shall be required to submit written documentation from their physician to the Personnel Office PRIOR to receiving a medical exception. The employee shall receive written notification indicating the approval or disapproval of a requested medical exception.

The LVISD Employee Dress and Grooming Standards will be reviewed annually, and updated as appropriate, as a part of the annual update/revision of the LVISD Employee Handbook.

DRESS STANDARDS FOR FEMALE EMPLOYEES:

Pants	<p>Must not be too tight or form fitting Must not have any rips, tears, holes, or frayed edges No knit/jersey-type leggings No overalls No cargo pants No spandex or lycra tights or pants Jeans (blue or colored) are permitted on designated spirit days with designated school spirit shirts only. This includes cropped pants.</p> <p>Cropped pants may be worn if they meet the following standards: Length must at least mid-calf Must be tailored; not form fitting Must not have any rips, tears, holes, or frayed edges No knit/jersey, spandex or lycra material Denim cropped pants (blue or colored) are only permitted on designated spirit days with designated school spirit shirts only.</p>
Sweat suits	Not allowed
Shorts, Windsuits & Warm-ups	<p>Allowed only for PE teachers/coaches Must be school designated/approved Shorts are allowed only for PE coaching activities and are NOT permissible in the classroom, office areas, cafeteria/commons area, etc.</p>
Walking Shorts & Skorts	<p>No higher than badge length (approx. 3 inches) above the knee Must wear matching jacket, sweater, or vest No bibbed shortalls or overall shorts Allowed for food service employees without a matching jacket, sweater or vest as long as the length requirement is met</p>
Scrubs	Allowed for nurses, nurse's aides, teachers, and instructional aides working in self-contained special education classrooms
Shirts, Tops, Blouses	<p>Must not be tight, low cut, or revealing Must not be see-through No bare midriffs No tank top, halter style or spaghetti strap style tops are allowed Appropriate undergarments must be worn and should not be visible No T-shirts with advertisements/slogans of any kind PE teachers/coaches may only wear t-shirts provided by District T-shirts with school/holiday motifs may be worn on designated spirit days only</p>

- Dresses & Skirts Must not be too snug or tight
Dresses must not be low-cut or revealing
No tank top, halter style or spaghetti strap style dresses are allowed
No higher than badge length (approx. 3 inches) above the knee
No slits higher than badge length (approx. 3 inches) above the knee
Appropriate undergarments must be worn and should not be visible
- Shoes No thong or thong-styled shoes
NO FLIP FLOPS, shower shoes, or beach shoes
No house shoes of any type
Athletic shoes (e.g., Nike, Reebok, etc.) may be worn on designated
 spirit days with spirit shirt and jeans only
Canvas tennis shoes (e.g., Keds) are acceptable
Food service employees, nurses and nurse’s aides may wear
 athletic shoes
Any shoes worn must have an appropriate sole/walking surface
No bare feet, shoes must be worn at all times
- Body Piercing Must not be visible
 Must be removed or fully covered by clothing
- Tattoos Teachers, instructional aides, office staff, administrators, food
 service workers and other employees who work with students
 shall not have any visible tattoos. Tattoos that are not covered
 by clothing shall be covered with a bandage.
Custodians and maintenance employees are not required to cover existing
 tattoos; however, any new tattoos must be covered by clothing or a bandage.
- Hats Not allowed indoors

DRESS STANDARDS FOR MALE EMPLOYEES

Pants	Must not be too tight or form fitting Must not have any rips, tears, holes, or frayed edges No overalls No cargo pants No spandex or lycra tights or pants Jeans (blue or colored) are permitted on designated spirit days with designated school spirit shirts only
Sweatsuits	Not allowed
Shorts, Windsuits & Warm-ups	Allowed only for PE teachers/coaches and food service employees Must be school designated/approved Shorts are allowed only for PE coaching activities and are NOT permissible in the classroom, office areas, cafeteria/commons area, etc.
Scrubs	Allowed for nurses, nurse's aides, teachers, and instructional aides working in self-contained special education classrooms
Shirts	Must have a collar Must not be tight or form-fitting Must not be see-through No tank tops or bare midriffs No sleeveless shirts No t-shirts with advertisements/slogans of any kind PE teachers/coaches may only wear t-shirts provided by District Shirts with a shirttail must be tucked in T-shirts with school/holiday motifs may be worn on designated spirit days only
Shoes	No thongs or thong-styled shoes No flip flops, shower shoes, or beach shoes No house shoes of any type Athletic shoes (e.g., Nike, Reebok, etc.) may be worn on designated spirit days with spirit shirt and jeans only Food service employees may wear athletic shoes Any shoes worn must have an appropriate sole/walking surface Canvas tennis shoes (e.g., Keds, Nike) or deck type shoes are acceptable No bare feet, shoes must be worn at all times
Earrings	Not allowed
Body Piercing	Must not be visible Must be removed or fully covered by clothing

Tattoos	Teachers, instructional aides, office staff, administrators, food service workers and other employees who work with students shall not have any visible tattoos. Tattoos that are not covered by clothing shall be covered with a bandage. Custodians and maintenance employees are not required to cover existing tattoos; however, any new tattoos must be covered by clothing or a bandage.
Fingernail Polish	Not allowed for male employees
Hats	Not allowed indoors

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:

See *DIA Local* at www.tasb.org/policy/pol/private/161906/ for definitions and procedures for reporting and investigating discrimination, harassment, and retaliation.

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 suspects child abuse must also report his or her knowledge or suspicion to the appropriate authorities, as required by law. See *Reporting Suspected Child Abuse*, and *Bullying*, for additional information.

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

DHB (Legal)

"Solicitation of a romantic relationship" means deliberate or repeated acts that can be reasonably interpreted as the solicitation by an educator of a relationship with a student that is romantic in nature. A romantic relationship is often characterized by a strong emotional or sexual attachment and/or patterns of exclusivity but does not include appropriate educator-student relationships that arise out of legitimate contexts such as familial connections or longtime acquaintance. The following acts, considered in context, may constitute prima facie evidence of the solicitation by an educator of a romantic relationship with a student:

1. Behavior, gestures, expressions, or communications with a student that are unrelated to the educator's job duties and evidence a romantic intent or interest in the student, including statements of love, affection, or attraction. Factors that may be considered in determining the romantic intent of such communications or behavior include:
 - a. The nature of the communications;
 - b. The timing of the communications;
 - c. The extent of the communications;
 - d. Whether the communications were made openly or secretly;
 - e. The extent that the educator attempts to conceal the communications;

- f. If the educator claims to be counseling a student, SBEC may consider whether the educator’s job duties included counseling, whether the educator reported the subject of the counseling to the student’s guardians or to the appropriate school personnel, or, in the case of alleged abuse or neglect, whether the educator reported the abuse or neglect to the appropriate authorities; and
 - g. Any other evidence tending to show the context of the communications between educator and student.
2. Making inappropriate comments about a student’s body, creating or transmitting sexually suggestive photographs or images, or encouraging the student to transmit sexually suggestive photographs or images.
 3. Making sexually demeaning comments to a student.
 4. Making comments about a student’s potential sexual performance.
 5. Requesting details of a student’s sexual history.
 6. Requesting a date, sexual contact, or any activity intended for the sexual gratification of the educator.
 7. Engaging in conversations regarding the sexual problems, preferences, or fantasies of either party.
 8. Inappropriate hugging, kissing, or excessive touching.
 9. Providing the student with drugs or alcohol.
 10. Violating written directives from school administrators regarding the educator's behavior toward a student.
 11. Suggestions that a romantic relationship is desired after the student graduates, including post-graduation plans for dating or marriage.
 12. Any other acts tending to show that the educator solicited a romantic relationship with the student.

19 TAC 249.3(51)

See (*FFH Local*) www.tasb.org/policy/pol/private/161906/ for reporting and investigations of harassment of students

Reporting Suspected Child Abuse

Policies DHB, DG, GRA

All employees are required by state law to report any suspected child abuse or neglect, as defined by Texas Family Code 26.001, to a law enforcement agency, Child Protective Services (CPS), or appropriate state agency (e.g., state agency operating, licensing, certifying, or registering a 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 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.txa-busehotline.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 report suspected child abuse 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 suspected child abuse 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 www.lavegaisd.org. 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 suspects 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

Policies 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.

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 computer or network 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 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 with questions about computer use and data management can contact Justin Peebles, Director of Technology.

Personal Use of Electronic Communications

Policy DH

Electronic communications includes 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 media also includes 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 media as they are for any other public conduct. If an employee's use of electronic media 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 media 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 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 Policy 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 *Use of Electronic Communications between Employees, Students, and Parents*, below, for regulations on employee communication with students through electronic media.

Electronic Communications between Employee, 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 phonenumber or email address.

An employee is not subject to these 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 Communications*, 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:
 - The employee shall include at least one of the student’s parents or guardians as a recipient on each text message to the student so that the student and parent receive the same message;

The employee shall include his or her immediate supervisor as a recipient on each text message to the student so that the student and supervisor receive the same message; or

- 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 7:00 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 Code of Ethics and Standard Practices for Texas Educators, 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 [See Policy CY]
 - Prohibitions against soliciting or engaging in sexual conduct or a romantic relationship with a student. [See Policy DHI]
- 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 any 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 her 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 whose information is found in 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 SBEC rules

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

Alcohol and Drug-Abuse Prevention

Policies DI

La Vega 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 and alcohol use follows:

<https://pol.tasb.org/Policy/search/861?filter=di>

Tobacco Products and E-Cigarette Use

Policies DH, FNCD GKA

State law prohibits smoking, using tobacco products, or e-cigarettes on all district-owned 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
- Destroying, removing, or inappropriately 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 EFE

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 fund-raiser. 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 70 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 Superintendent.

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, parking garage, or other district provided parking area, provided the handgun or firearm is not loaded and 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 administration 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.

Employee children in the workplace

Many of our employees have children that remain on campus **after** school has dismissed. This situation should not cause any problems, if employees follow these important guidelines:

- Children must be supervised at all times. It is the responsibility of the employee to ensure that his/her own children are supervised at all times. Employees may wish to join together to hire a babysitter for after-school care. If this is done, employees should work with their campus principals to determine the appropriate designated area where the children will stay.
- Children must stay in a designated area. They must not be permitted to roam the campus.
- Children may have an after-school snack/drink as long in the designated area, and they do not leave any messes.
- Children must not cause an interruption in any meetings or in any employee's (including the parent's) work responsibilities.

One of our top priorities is to maintain a safe, orderly environment for everyone. Your cooperation (and the cooperation of your children, if applicable) in following the guidelines outlined above is essential if we are to continue allowing employee children to remain on campus after school has dismissed.

Children of employees may not be on campus during regular school hours at any time (e.g., employee child is sick; employee child attends school in another district that is not in session that day, etc.) This is applicable district-wide and is not discretionary by campus. Remember, this is a place of employment.

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 the Administration Building 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 areas of common access. 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 electric means. Pest control information sheets are available from campus principals or facility managers upon request.

Identification Badges

All LVISD employees including substitutes and tutors are required to wear a District-issued identification badge while on school property or while at school-related or school-sponsored events while employees are on duty.

Badges are to be worn properly and must be visible at all times while on school property.

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 make an announcement and notify the following radio and television stations:

KCEN TV - Channel 6
KWTX - TV Channel 10
KXXV TV - Channel 25

Radio 1230 AM (NewsTalk)

Radio 92.9 FM
Radio 95.7 FM
Radio 97.5 FM
Radio 99.9 FM (WACO 100)
Radio 102.5 FM

Students, staff, and parents should listen for these announcements between 6 a.m. and 8 a.m. during the period of inclement weather. Announcements will also be made on the District's website, Facebook page, and Twitter account.

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.

In the event of an emergency employees will be notified by the LVISD Campus Administrators.

Purchasing Procedures

Policy CH

All requests for purchases must be submitted to the Finance 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 Diane Roepke, Deputy Superintendent for Finance, 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 Personnel Office 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 found online in TalentEd Records – under blank docs.

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 with 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 Assistant Superintendent of Personnel & Administration. 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 by 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 Assistant Superintendent of Personnel & Administration is responsible for scheduling the use of facilities after school hours. Contact Assistant Superintendent of Personnel & Administration to request to use school facilities and to obtain information on the fees charged.

Termination of Employment

Resignations

Policy DFE

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 Personnel Office. 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*. The superintendent will notify SBEC when an employee resigns and reasonable evidence exists to indicate that the employee has engaged in any of the acts listed in *Reports to the Texas Education Agency*.

Noncontract Employees.Noncontract employees may resign their position at any time. A written notice of resignation should be submitted to the Personnel Office 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.

Dismissal or Nonrenewal of Contract Employees

Policy DF Series

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.

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 on line.

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*)

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.

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.

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, La Vega 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 & 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 of students based on any of the reasons listed above should be directed to Todd Gooden, Asst. Superintendent for Personnel & Administration at 299-6700.

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. Contact the campus principal for additional information.

Bullying

Policy FFI

Bullying is defined by TEC37.0832. All employees are required to report student complaints of bullying, including cyber bullying to Todd Gooden, Asst. Supt. for Personnel & Administration. The district's policy includes definitions and procedures for reporting and investigating bullying of students can be found in policy at the following link www.tasb.org/policy/pol/private/161906/.

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.

La Vega Independent School District

Student Code of Conduct

2020–21 School Year



If you have difficulty accessing the information in this document because of disability, please contact Mr. Todd Gooden, Assistant Superintendent; todd.gooden@lavegaisd.org; (254-299-6700).

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Student Code of Conduct

Accessibility

If you have difficulty accessing the information in this document because of disability, please contact Mr. Todd Gooden, Assistant Superintendent; todd.gooden@lavegaisd.org; (254-299-6700).

Purpose

The Student Code of Conduct (“Code”) is the district’s response to the requirements of Chapter 37 of the Texas Education Code.

The Code provides methods and options for managing students in the classroom and on school grounds, disciplining students, and preventing and intervening in student discipline problems.

The law requires the district to define misconduct that may—or must—result in a range of specific disciplinary consequences including removal from a regular classroom or campus, out-of-school suspension, placement in a disciplinary alternative education program (DAEP), placement in a juvenile justice alternative education program (JJAEP), or expulsion from school.

This Student Code of Conduct has been adopted by the La Vega I. S. D. Board of Trustees and developed with the advice of the district-level committee. This Code provides information to parents and students regarding standards of conduct, consequences of misconduct, and procedures for administering discipline. It remains in effect during summer school and at all school-related events and activities outside the school year until an updated version adopted by the board becomes effective for the next school year.

In accordance with state law, the Code shall be posted at each school campus or shall be available for review at the office of the campus principal. Additionally, the Code shall be available at the office of the campus behavior coordinator and posted on the district’s website. Parents shall be notified of any conduct violation that may result in a student being suspended, placed in a DAEP or JJAEP, expelled, or taken into custody by a law enforcement officer under Chapter 37 of the Education Code.

Because the Student Code of Conduct is adopted by the district’s board of trustees, it has the force of policy; therefore, in case of conflict between the Code and the Student Handbook, the Code shall prevail.

Please note: The discipline of students with disabilities who are eligible for services under federal law (Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973) is subject to the provisions of those laws.

School District Authority and Jurisdiction

School rules and the authority of the district to administer discipline apply whenever the interest of the district is involved, on or off school grounds, in conjunction with or independent of classes and school-sponsored activities.

The district has disciplinary authority over a student:

1. During the regular school day and while the student is going to and from school or a school-sponsored or school-related activity on district transportation;
2. During lunch periods in which a student is allowed to leave campus;
3. While the student is in attendance at any school-related activity, regardless of time or location;
4. For any school-related misconduct, regardless of time or location;
5. When retaliation against a school employee, board member, or volunteer occurs or is threatened, regardless of time or location;
6. When a student engages in cyberbullying, as provided by Education Code 37.0832;
7. When criminal mischief is committed on or off school property or at a school-related event;
8. For certain offenses committed within 300 feet of school property as measured from any point on the school's real property boundary line;
9. For certain offenses committed while on school property or while attending a school-sponsored or school-related activity of another district in Texas;
10. When the student commits a felony, as provided by Education Code 37.006 or 37.0081; and
11. When the student is required to register as a sex offender.

Campus Behavior Coordinator

As required by law, a person at each campus must be designated to serve as the campus behavior coordinator. The designated person may be the principal of the campus or any other campus administrator selected by the principal. The campus behavior coordinator is primarily responsible for maintaining student discipline. The district shall post on its website and in the Student Handbook, for each campus, the email address and telephone number of the person serving as campus behavior coordinator. Contact information may be found at www.lavegaisd.org; under the Parent & Student Information tabs on the campuses and district's websites.

Threat Assessment and Safe and Supportive School Team

The campus behavior coordinator or other appropriate administrator will work closely with the campus threat assessment safe and supportive school team to implement the district's threat assessment policy and procedures, as required by law, and shall take appropriate disciplinary action in accordance with the Code of Conduct.

Searches

District officials may conduct searches of students, their belongings, and their vehicles in accordance with state and federal law and district policy. Searches of students shall be conducted in a reasonable and nondiscriminatory manner. Refer to the district's policies at FNF(LEGAL) and FNF(LOCAL) for more information regarding investigations and searches.

The district has the right to search a vehicle driven to school by a student and parked on school property whenever there is reasonable suspicion to believe it contains articles or materials prohibited by the district.

Desks, lockers district-provided technology, and similar items are the property of the district and are provided for student use as a matter of convenience. District property is subject to search or inspection at any time without notice.

Reporting Crimes

The principal and other school administrators as appropriate shall report crimes as required by law and shall call local law enforcement when an administrator suspects that a crime has been committed on campus.

Security Personnel

To ensure sufficient security and protection of students, staff, and property, the board employs police officers and security personnel. In accordance with law, the board has coordinated with the campus behavior coordinator and other district employees to ensure appropriate law enforcement duties are assigned to security staff. The law enforcement duties of district peace officers are listed in policy CKE(LOCAL).

“Parent” Defined

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

Participating in Graduation Activities

The district has the right to limit a student’s participation in graduation activities for violating the district’s Code.

Participation might include a speaking role, as established by district policy and procedures.

Students eligible to give the opening and closing remarks at graduation shall be notified by the campus principal. Notwithstanding any other eligibility requirements, in order to be considered as an eligible student to give the opening or closing remarks, a student shall not have engaged in any misconduct in violation of the district’s Code resulting in an out-of-school suspension, removal to a DAEP, or expulsion during the semester immediately preceding graduation.

The valedictorian and salutatorian may also have speaking roles at graduation. No student shall be eligible to have such a speaking role if he or she engaged in any misconduct in violation of the district’s Code resulting in an out-of-school suspension, removal to a DAEP, or expulsion during the semester immediately preceding graduation.

Unauthorized Persons

In accordance with Education Code 37.105, a school administrator, school resource officer (SRO), or district police officer shall have the authority to refuse entry or eject a person from district property if the person refuses to leave peaceably on request and:

1. The person poses a substantial risk of harm to any person; or

2. The person behaves in a manner that is inappropriate for a school setting, and the person persists in the behavior after being given a verbal warning that the behavior is inappropriate and may result in refusal of entry or ejection.

Appeals regarding refusal of entry or ejection from district property may be filed in accordance with policies FNG(LOCAL) or GF(LOCAL), as appropriate. However, the timelines for the district's grievance procedures shall be adjusted as necessary to permit the person to address the board in person within 90 days, unless the complaint is resolved before a board hearing.

See **DAEP—Restrictions During Placement** on page 22, for information regarding a student assigned to DAEP at the time of graduation.

Standards for Student Conduct

Each student is expected to:

- Demonstrate courtesy, even when others do not.
- Behave in a responsible manner, always exercising self-discipline.
- Attend all classes, regularly and on time.
- Prepare for each class; take appropriate materials and assignments to class.
- Meet district and campus standards of grooming and dress.
- Obey all campus and classroom rules.
- Respect the rights and privileges of students, teachers, and other district staff and volunteers.
- Respect the property of others, including district property and facilities.
- Cooperate with and assist the school staff in maintaining safety, order, and discipline.

Adhere to the requirements of the Student Code of Conduct. Chapter 37 requires the Code to include standards that schools expect from students. Modify the list to emphasize conduct the district would like to encourage.

General Conduct Violations

The categories of conduct below are prohibited at school, in vehicles owned or operated by the district, and at all school-related activities, but the list does not include the most severe offenses. In the subsequent sections on **Out-of-School Suspension** on page 16, **DAEP Placement** on page 18, **Placement and/or Expulsion for Certain Offenses** on page 25, and **Expulsion** on page 28, certain offenses that require or permit specific consequences are listed. Any offense, however, may be severe enough to result in **Removal from the Regular Educational Setting** as detailed in that section on page 14.

Disregard for Authority

Students shall not:

- Fail to comply with directives given by school personnel (insubordination)
- Leave school grounds or school-sponsored events without permission.
- Disobey rules for conduct in district vehicles
- Refuse to accept discipline management techniques assigned by a teacher or principal.

Mistreatment of Others

Students shall not:

- Use profanity or vulgar language or make obscene gestures.
- Fight or scuffle. (For assault, see **DAEP—Placement and/or Expulsion for Certain Offenses** on page 25.)
- Threaten a district student, employee, or volunteer, including off school property, if the conduct causes a substantial disruption to the educational environment.
- Engage in bullying, cyberbullying, harassment, or making hit lists. (See **glossary** for all four terms.)
- Release or threaten to release intimate visual material of a minor or a student who is 18 years of age or older without the student’s consent.
- Engage in conduct that constitutes sexual or gender-based harassment or sexual abuse, whether by word, gesture, or any other conduct, directed toward another person, including a district student, employee, board member, or volunteer.
- Engage in conduct that constitutes dating violence. (See **glossary**.)
- Engage in inappropriate or indecent exposure of private body parts.
- Participate in hazing. (See **glossary**.)
- Cause an individual to act through the use of or threat of force (coercion).
- Commit extortion or blackmail (obtaining money or an object of value from an unwilling person).
- Engage in inappropriate verbal, physical, or sexual conduct directed toward another person, including a district student, employee, or volunteer.
- Record the voice or image of another without the prior consent of the individual being recorded or in any way that disrupts the educational environment or invades the privacy of others.

Property Offenses

Students shall not:

- Damage or vandalize property owned by others. (For felony criminal mischief, see **DAEP—Placement and/or Expulsion for Certain Offenses** on page 25.)
- Deface or damage school property—including textbooks, technology and electronic resources, lockers, furniture, and other equipment—with graffiti or by other means.

- Steal from students, staff, or the school.
- Commit or assist in a robbery or theft, even if it does not constitute a felony according to the Penal Code. (For felony robbery, aggravated robbery, and theft, see **DAEP— Placement and/or Expulsion for Certain Offenses** on page 25.)

Possession of Prohibited Items

Students shall not possess or use:

- Fireworks of any kind, smoke or stink bombs, or any other pyrotechnic device;
- A razor, box cutter, chain, or any other object used in a way that threatens or inflicts bodily injury to another person;
- A “look-alike” weapon that is intended to be used as a weapon or could reasonably be perceived as a weapon;
- An air gun or BB gun;
- Ammunition;
- A hand instrument designed to cut or stab another by being thrown;
- Knuckles;
- *A location-restricted knife;
- *A club;
- *A firearm;
- A stun gun;
- A pocketknife or any other small knife;
- Mace or pepper spray;
- Pornographic material;
- Tobacco products; cigarettes; e-cigarettes; and any component, part, or accessory for an e-cigarette device;
- Matches or a lighter;
- A laser pointer for other than an approved use; or
- Any articles not generally considered to be weapons, including school supplies, when the principal or designee determines that a danger exists.

*For weapons and firearms, see **DAEP—Placement and/or Expulsion for Certain Offenses** on page 25. In many circumstances, possession of these items is punishable by mandatory expulsion under federal or state law.

Possession of Telecommunications or Other Electronic Devices

Students shall not:

- Use a telecommunications device, including a cellular telephone, or other electronic device in violation of district and campus rules.

Illegal, Prescription, and Over-the-Counter Drugs

Students shall not:

- Possess, use, give, or sell alcohol or an illegal drug. (Also see **DAEP Placement** on page 18 and **Expulsion** on page 28 for mandatory and permissive consequences under state law.)
- Possess or sell seeds or pieces of marijuana in less than a usable amount.
- Possess, use, give, or sell paraphernalia related to any prohibited substance. (See **glossary** for “paraphernalia.”)
- Possess, use, abuse, or sell look-alike drugs or attempt to pass items off as drugs or contraband.
- Abuse the student’s own prescription drug, give a prescription drug to another student, or possess or be under the influence of another person’s prescription drug on school property or at a school-related event. (See **glossary** for “abuse.”)
- Abuse over-the-counter drugs. (See **glossary** for “abuse.”)
- Be under the influence of prescription or over-the-counter drugs that cause impairment of the physical or mental faculties. (See **glossary** for “under the influence.”)
- Have or take prescription drugs or over-the-counter drugs at school other than as provided by district policy.

Misuse of Technology Resources and the Internet

Students shall not:

- Violate policies, rules, or agreements signed by the student or the student’s parent regarding the use of technology resources.
- Attempt to access or circumvent passwords or other security-related information of the district, students, or employees or upload or create computer viruses, including off school property if the conduct causes a substantial disruption to the educational environment.
- Attempt to alter, destroy, or disable district technology resources including, but not limited to, computers and related equipment, district data, the data of others, or other networks connected to the district’s system, including off school property if the conduct causes a substantial disruption to the educational environment.
- Use the internet or other electronic communications to threaten or harass district students, employees, board members, or volunteers, including off school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.

- Send, post, deliver, or possess electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal, including cyberbullying and "sexting," either on or off school property, if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.
- Use the internet or other electronic communication to engage in or encourage illegal behavior or threaten school safety, including off school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.

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Safety Transgressions

Students shall not:

- Possess published or electronic material that is designed to promote or encourage illegal behavior or that could threaten school safety.
- Engage in verbal (oral or written) exchanges that threaten the safety of another student, a school employee, or school property.
- Make false accusations or perpetrate hoaxes regarding school safety.
- Engage in any conduct that school officials might reasonably believe will substantially disrupt the school program or incite violence.
- Throw objects that can cause bodily injury or property damage.
- Discharge a fire extinguisher without valid cause.

Miscellaneous Offenses

Students shall not:

- Violate dress and grooming standards as communicated in the Student Handbook.
- Cheat or copy the work of another.
- Gamble.
- Falsify records, passes, or other school-related documents.
- Engage in actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Repeatedly violate other communicated campus or classroom standards of conduct.

The district may impose campus or classroom rules in addition to those found in the Code.

These rules may be posted in classrooms or given to the student and may or may not constitute violations of the Code.

Discipline Management Techniques

Discipline shall be designed to improve conduct and to encourage students to adhere to their responsibilities as members of the school community. Disciplinary action shall draw on the professional judgment of teachers and administrators and on a range of discipline management techniques, including restorative practices. Discipline shall be based on the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, the effect of the misconduct on the school environment, and statutory requirements.

Students with Disabilities

The discipline of students with disabilities is subject to applicable state and federal law in addition to the Student Code of Conduct. To the extent any conflict exists, the district shall comply with federal law. For more information regarding discipline of students with disabilities, see policy FOF(LEGAL).

In accordance with the Education Code, a student who receives special education services may not be disciplined for conduct meeting the definition of bullying, cyberbullying, harassment, or making hit lists (see **glossary**) until an ARD committee meeting has been held to review the conduct.

In deciding whether to order suspension, DAEP placement, or expulsion, regardless of whether the action is mandatory or discretionary, the district shall take into consideration a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct.

Techniques

The following discipline management techniques may be used alone, in combination, or as part of progressive interventions for behavior prohibited by the Student Code of Conduct or by campus or classroom rules:

- Verbal correction, oral or written.
- Cooling-off time or a brief "time-out" period, in accordance with law.
- Seating changes within the classroom or vehicles owned or operated by the district.
- Temporary confiscation of items that disrupt the educational process.
- Rewards or demerits.
- Behavioral contracts.
- Counseling by teachers, school counselors, or administrative personnel.
- Parent-teacher conferences.
- Behavior coaching.
- Anger management classes.
- Mediation (victim-offender).
- Classroom circles.
- Family group conferencing.
- Grade reductions for cheating, plagiarism, and as otherwise permitted by policy.

- Detention, including outside regular school hours.
- Sending the student to the office or other assigned area, or to in-school suspension. Assignment of school duties, such as cleaning or picking up litter.
- Withdrawal of privileges, such as participation in extracurricular activities, eligibility for seeking and holding honorary offices, or membership in school-sponsored clubs and organizations.
- Penalties identified in individual student organizations' extracurricular standards of behavior.
- Restriction or revocation of district transportation privileges.
- School-assessed and school-administered probation.
- Corporal punishment, unless the student's parent or guardian has provided a signed statement prohibiting its use.
- Out-of-school suspension, as specified in **Out-of-School Suspension** on page 16.
- Placement in a DAEP, as specified in **DAEP** on page 18.
- Placement and/or expulsion in an alternative educational setting, as specified in **Placement and/or Expulsion for Certain Offenses** on page 25.
- Expulsion, as specified in **Expulsion** on page 28.
- Referral to an outside agency or legal authority for criminal prosecution in addition to disciplinary measures imposed by the district.
- Other strategies and consequences as determined by school officials.

Prohibited Aversive Techniques

Aversive techniques are prohibited for use with students and are defined as techniques or interventions intended to reduce the reoccurrence of a behavior by intentionally inflicting significant physical or emotional discomfort or pain. Aversive techniques include:

- Using techniques designed or likely to cause physical pain, other than corporal punishment as permitted by district policy. [See policy FO(LOCAL).]
- Using techniques designed or likely to cause physical pain by electric shock or any procedure involving pressure points or joint locks.
- Directed release of noxious, toxic, or unpleasant spray, mist, or substance near a student's face.
- Denying adequate sleep, air, food, water, shelter, bedding, physical comfort, supervision, or access to a restroom facility.
- Ridiculing or demeaning a student in a manner that adversely affects or endangers the learning or mental health of the student or constitutes verbal abuse.
- Employing a device, material, or object that immobilizes all four of a student's extremities, including prone or supine floor restraint.
- Impairing the student's breathing, including applying pressure to the student's torso or neck or placing something in, on, or over the student's mouth or nose or covering the student's face.

- Restricting the student's circulation.
- Securing the student to a stationary object while the student is standing or sitting.
- Inhibiting, reducing, or hindering the student's ability to communicate.
- Using chemical restraints.
- Using time-out in a manner that prevents the student from being able to be involved in and progress appropriately in the required curriculum or any applicable individualized education program (IEP) goals, including isolating the student by the use of physical barriers.
- Depriving the student of one or more of the student's senses, unless the technique does not cause the student discomfort or complies with the student's IEP or behavior intervention plan (BIP).

Notification

The campus behavior coordinator shall promptly notify a student's parent by phone or in person of any violation that may result in in-school or out-of-school suspension, placement in a DAEP, placement in a JJAEP, or expulsion. The campus behavior coordinator shall also notify a student's parent if the student is taken into custody by a law enforcement officer under the disciplinary provisions of the Education Code. A good faith effort shall be made on the day the action was taken to provide to the student for delivery to the student's parent written notification of the disciplinary action. If the parent has not been reached by telephone or in person by 5:00 p.m. of the first business day after the day the disciplinary action was taken, the campus behavior coordinator shall send written notification by U.S. Mail. If the campus behavior coordinator is not able to provide notice to the parent, the principal or designee shall provide the notice.

Before the principal or appropriate administrator assigns a student under age 18 to detention outside regular school hours, notice shall be given to the student's parent to inform him or her of the reason for the detention and permit arrangements for necessary transportation.

Appeals

Questions from parents regarding disciplinary measures should be addressed to the teacher, campus administration, or campus behavior coordinator, as appropriate. Appeals or complaints regarding the use of specific discipline management techniques should be addressed in accordance with policy FNG(LOCAL). A copy of the policy may be obtained from the principal's office, the campus behavior coordinator's office, or the central administration office or through Policy On Line at the following address: www.laveqaisd.org

The district shall not delay a disciplinary consequence while a student or parent pursues a grievance.

Removal from the School Bus

A bus driver may refer a student to the principal's office or the campus behavior designee's office to maintain effective discipline on the bus. The principal or campus behavior designee must employ additional discipline management techniques, as appropriate, which can include restricting or revoking a student's bus riding privileges.

Since the district's primary responsibility in transporting students in district vehicles is to do so as safely as possible, the operator of the vehicle must focus on driving and not have his or her attention distracted by student misbehavior. Therefore, when appropriate disciplinary management techniques fail to improve student behavior or when specific misconduct warrants immediate removal, the principal or the campus behavior designee may restrict or revoke a student's transportation privileges, in accordance with law.

Removal from the Regular Educational Setting

In addition to other discipline management techniques, misconduct may result in removal from the regular educational setting in the form of a routine referral or a formal removal.

Routine Referral

A routine referral occurs when a teacher sends a student to the campus behavior coordinator's office as a discipline management technique. The campus behavior coordinator shall employ alternative discipline management techniques, including progressive interventions. A teacher or administrator may remove a student from class for a behavior that violates this Code to maintain effective discipline in the classroom.

Formal Removal

A teacher may also initiate a formal removal from class if:

1. The student's behavior has been documented by the teacher as repeatedly interfering with the teacher's ability to teach his or her class or with the student's classmates' ability to learn; or
2. The behavior is so unruly, disruptive, or abusive that the teacher cannot teach, and the students in the classroom cannot learn.

Within three school days of the formal removal, the campus behavior coordinator or appropriate administrator shall schedule a conference with the student's parent, the student, the teacher who removed the student from class, and any other appropriate administrator.

At the conference, the campus behavior coordinator or appropriate administrator shall inform the student of the alleged misconduct and the proposed consequences. The student shall have an opportunity to respond to the allegations.

When a student is removed from the regular classroom by a teacher and a conference is pending, the campus behavior coordinator or other administrator may place the student in:

- Another appropriate classroom.
- In-school suspension.
- Out-of-school suspension.
- DAEP.

A teacher or administrator must remove a student from class if the student engages in behavior that under the Education Code requires or permits the student to be placed in a DAEP or expelled. When removing for those reasons, the procedures in the subsequent sections on DAEP or expulsion shall be followed.

Returning a Student to the Classroom

When a student has been formally removed from class by a teacher for conduct against the teacher containing the elements of assault, aggravated assault, sexual assault, aggravated sexual assault, murder, capital murder, or criminal attempt to commit murder or capital murder, the student may not be returned to the teacher's class without the teacher's consent.

When a student has been formally removed by a teacher for any other conduct, the student may be returned to the teacher's class without the teacher's consent if the placement review committee determines that the teacher's class is the best or only alternative available.

Out-of-School Suspension

Misconduct

Students may be suspended for any behavior listed in the Code as a general conduct violation, DAEP offense, or expellable offense.

The district shall not use out-of-school suspension for students in grade 2 or below unless the conduct meets the requirements established in law.

A student below grade 3 or a student who is homeless shall not be placed in out-of-school suspension unless, while on school property or while attending a school-sponsored or school-related activity on or off school property, the student engages in:

- Conduct that contains the elements of a weapons offense, as provided in Penal Code Section 46.02 or 46.05;
- Conduct that contains the elements of assault, sexual assault, aggravated assault, or aggravated sexual assault, as provided by the Penal Code; or
- Selling, giving, or delivering to another person or possessing, using, or being under the influence of any amount of marijuana, an alcoholic beverage, or a controlled substance or dangerous drug as defined by federal or state law.

The district shall use a positive behavior program as a disciplinary alternative for students below grade 3 who commit general conduct violations instead of suspension or placement in a DAEP. The program shall meet the requirements of law.

Process

State law allows a student to be suspended for no more than three school days per behavior violation, with no limit on the number of times a student may be suspended in a semester or school year.

Before being suspended a student shall have an informal conference with the campus behavior coordinator or appropriate administrator, who shall advise the student of the alleged misconduct. The student shall have the opportunity to respond to the allegation before the administrator makes a decision.

The campus behavior coordinator shall determine the number of days of a student's suspension, not to exceed three school days.

In deciding whether to order out-of-school suspension, the campus behavior coordinator shall take into consideration:

1. Self-defense (see glossary),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

The appropriate administrator shall determine any restrictions on participation in school-sponsored or school-related extracurricular and cocurricular activities.

Coursework During Suspension

The district shall ensure a student receives access to coursework for foundation curriculum courses while the student is placed in in-school or out-of-school suspension, including at least one method of receiving this coursework that doesn't require the use of the internet.

A student removed from the regular classroom to in-school suspension or another setting, other than a DAEP, will have an opportunity to complete before the beginning of the next school year each course the student was enrolled in at the time of removal from the regular classroom. The district may provide the opportunity by any method available, including a correspondence course, another distance learning option, or summer school. The district will not charge the student for any method of completion provided by the district.

Disciplinary Alternative Education Program (DAEP) Placement

The DAEP shall be provided in a setting other than the student's regular classroom. An elementary school student may not be placed in a DAEP with a student who is not an elementary school student.

For purposes of DAEP, elementary classification shall be kindergarten–grade 6 and secondary classification shall be grades 7–12.

Summer programs provided by the district shall serve students assigned to a DAEP in conjunction with other students.

A student who is expelled for an offense that otherwise would have resulted in a DAEP placement does not have to be placed in a DAEP in addition to the expulsion.

In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the campus behavior coordinator shall take into consideration:

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,

5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

Discretionary Placement: Misconduct That May Result in DAEP Placement

A student may be placed in a DAEP for behaviors prohibited in the General Conduct Violations section of this Code.

Misconduct Identified in State Law

In accordance with state law, a student **may** be placed in a DAEP for any one of the following offenses:

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent.
- Involvement in a public school fraternity, sorority, or secret society, including participating as a member or pledge, or soliciting another person to become a pledge or member of a public school fraternity, sorority, secret society, or gang. (See **glossary**.)
- Involvement in criminal street gang activity. (See **glossary**.)
- Any criminal mischief, including a felony.
- Assault (no bodily injury) with threat of imminent bodily injury.
- Assault by offensive or provocative physical contact.

In accordance with state law, a student **may** be placed in a DAEP if the superintendent or the superintendent's designee has reasonable belief (see **glossary**) that the student has engaged in conduct punishable as a felony, other than aggravated robbery or those listed as offenses in Title 5 (see **glossary**) of the Penal Code, that occurs off school property and not at a school-sponsored or school-related event, if the student's presence in the regular classroom threatens the safety of other students or teachers or will be detrimental to the educational process.

The campus behavior coordinator **may**, but is not required to, place a student in a DAEP for off-campus conduct for which DAEP placement is required by state law if the administrator does not have knowledge of the conduct before the first anniversary of the date the conduct occurred.

Mandatory Placement: Misconduct That Requires DAEP Placement

A student **must** be placed in a DAEP if the student:

- Engages in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school. (See **glossary**.)

- Commits the following offenses on school property or within 300 feet of school property as measured from any point on the school’s real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:
 - Engages in conduct punishable as a felony.
 - Commits an assault (see **glossary**) under Penal Code 22.01(a)(1).
 - Sells, gives, or delivers to another person, or possesses, uses, or is under the influence of marijuana, a controlled substance, or a dangerous drug in an amount not constituting a felony offense. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision. (School-related felony drug offenses are addressed in **Expulsion** on page 28.) (See **glossary** for “under the influence.”)
 - Sells, gives, or delivers to another person an alcoholic beverage; commits a serious act or offense while under the influence of alcohol; or possesses, uses, or is under the influence of alcohol, if the conduct is not punishable as a felony offense. (School-related felony alcohol offenses are addressed in **Expulsion** on page 28.)
 - Behaves in a manner that contains the elements of an offense relating to abusable volatile chemicals.
 - Behaves in a manner that contains the elements of the offense of public lewdness or indecent exposure. (See **glossary**.)
 - Engages in conduct that contains the elements of an offense of harassment against an employee under Penal Code 42.07(a)(1), (2), (3), or (7).
- Engages in expellable conduct and is between six and nine years of age.
- Commits a federal firearms violation and is younger than six years of age.
- Engages in conduct that contains the elements of the offense of retaliation against any school employee or volunteer on or off school property. (Committing retaliation in combination with another expellable offense is addressed in **Expulsion** on page 28.)
- Engages in conduct punishable as aggravated robbery or a felony listed under Title 5 (see **glossary**) of the Penal Code when the conduct occurs off school property and not at a school-sponsored or school-related event and:
 1. The student receives deferred prosecution (see glossary),
 2. A court or jury finds that the student has engaged in delinquent conduct (see glossary), or
 3. The superintendent or designee has a reasonable belief (see glossary) that the student engaged in the conduct.

Sexual Assault and Campus Assignments

If a student has been convicted of continuous sexual abuse of a young child or children or convicted of or placed on deferred adjudication for sexual assault or aggravated sexual assault against another student on the same campus, and if the victim’s parent or another person with the authority to act on behalf of the victim requests that the board transfer the offending student to another campus, the offending student shall be transferred to another campus in

the district. If there is no other campus in the district serving the grade level of the offending student, the offending student shall be transferred to a DAEP.

Process

Removals to a DAEP shall be made by the campus behavior coordinator.

Conference

When a student is removed from class for a DAEP offense, the campus behavior coordinator or appropriate administrator shall schedule a conference within three school days with the student's parent, the student, and the teacher, in the case of a teacher removal.

At the conference, the campus behavior coordinator or appropriate administrator shall inform the student, orally or in writing, of the reasons for the removal and shall give the student an explanation of the basis for the removal and an opportunity to respond to the reasons for the removal.

Following valid attempts to require attendance, the district may hold the conference and make a placement decision regardless of whether the student or the student's parents attend the conference.

Consideration of Mitigating Factors

In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the campus behavior coordinator shall take into consideration:

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct, or
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

Placement Order

After the conference, if the student is placed in the DAEP, the campus behavior coordinator shall write a placement order. A copy of the DAEP placement order shall be sent to the student and the student's parent.

Not later than the second business day after the conference, the board's designee shall deliver to the juvenile court a copy of the placement order and all information required by Section 52.04 of the Family Code.

If the student is placed in the DAEP and the length of placement is inconsistent with the guidelines included in this Code, the placement order shall give notice of the inconsistency.

Coursework Notice

The parent or guardian of a student placed in DAEP shall be given written notice of the student's opportunity to complete a foundation curriculum course in which the student was

enrolled at the time of removal and which is required for graduation, at no cost to the student. The notice shall include information regarding all methods available for completing the coursework.

Length of Placement

The campus behavior coordinator shall determine the duration of a student's placement in a DAEP.

The duration of a student's placement shall be determined case by case based on the seriousness of the offense, the student's age and grade level, the frequency of misconduct, the student's attitude, and statutory requirements.

The maximum period of DAEP placement shall be one calendar year, except as provided below.

Unless otherwise specified in the placement order, days absent from a DAEP shall not count toward fulfilling the total number of days required in a student's DAEP placement order.

The district shall administer the required pre- and post-assessments for students assigned to DAEP for a period of 90 days or longer in accordance with established district administrative procedures for administering other diagnostic or benchmark assessments.

Exceeds One Year

Placement in a DAEP may exceed one year when a review by the district determines that the student is a threat to the safety of other students or to district employees.

The statutory limitations on the length of a DAEP placement do not apply to a placement resulting from the board's decision to place a student who engaged in the sexual assault of another student so that the students are not assigned to the same campus.

Exceeds School Year

Students who commit offenses requiring placement in a DAEP at the end of one school year may be required to continue that placement at the start of the next school year to complete the assigned term of placement.

For placement in a DAEP to extend beyond the end of the school year, the campus behavior coordinator or the board's designee must determine that:

1. The student's presence in the regular classroom or campus presents a danger of physical harm to the student or others, or
2. The student has engaged in serious or persistent misbehavior (see **glossary**) that violates the district's Code.

Exceeds 60 Days

For placement in a DAEP to extend beyond 60 days or the end of the next grading period, whichever is sooner, a student's parent shall be given notice and the opportunity to participate in a proceeding before the board or the board's designee.

Appeals

Questions from parents regarding disciplinary measures should be addressed to the campus administration.

Student or parent appeals regarding a student's placement in a DAEP should be addressed in accordance with policy FNG(LOCAL). A copy of this policy may be obtained from the principal's office, the campus behavior coordinator's office, the central administration office, or through Policy On Line at the following address: www.lavegaisd.org.

Appeals shall begin at Level One with the campus principal.

The district shall not delay disciplinary consequences pending the outcome of an appeal. The decision to place a student in a DAEP cannot be appealed beyond the board.

Restrictions During Placement

The district does not permit a student who is placed in a DAEP to participate in any school-sponsored or school-related extracurricular or cocurricular activity, including seeking or holding honorary positions and/or membership in school-sponsored clubs and organizations.

A student placed in a DAEP shall not be provided transportation unless he or she is a student with a disability who is entitled to transportation in accordance with the student's individualized education program (IEP) or Section 504 plan.

For seniors who are eligible to graduate and are assigned to a DAEP at the time of graduation, the placement in the program shall continue through graduation, and the student shall not be allowed to participate in the graduation ceremony and related graduation activities.

Placement Review

A student placed in a DAEP shall be provided a review of his or her status, including academic status, by the campus behavior coordinator or the board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall be given the opportunity to present arguments for the student's return to the regular classroom or campus. The student may not be returned to the classroom of a teacher who removed the student without that teacher's consent.

Additional Misconduct

If during the term of placement in a DAEP the student engages in additional misconduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the campus behavior coordinator may enter an additional disciplinary order as a result of those proceedings.

Notice of Criminal Proceedings

When a student is placed in a DAEP for certain offenses, the office of the prosecuting attorney shall notify the district if:

1. Prosecution of a student's case was refused for lack of prosecutorial merit or insufficient evidence and no formal proceedings, deferred adjudication (see **glossary**), or deferred prosecution will be initiated; or
2. The court or jury found a student not guilty, or made a finding that the student did not engage in delinquent conduct or conduct indicating a need for supervision, and the case was dismissed with prejudice.

If a student was placed in a DAEP for such conduct, on receiving the notice from the prosecutor, the superintendent or designee shall review the student's placement and schedule a review with the student's parent not later than the third day after the superintendent or designee receives notice from the prosecutor. The student may not be returned to the regular classroom pending the review.

After reviewing the notice and receiving information from the student's parent, the superintendent or designee may continue the student's placement if there is reason to believe that the presence of the student in the regular classroom threatens the safety of other students or teachers.

The student or the student's parent may appeal the superintendent's decision to the board. The student may not be returned to the regular classroom pending the appeal. In the case of an appeal, the board shall, at the next scheduled meeting, review the notice from the prosecutor and receive information from the student, the student's parent, and the superintendent or designee, and confirm or reverse the decision of the superintendent or designee. The board shall make a record of the proceedings.

If the board confirms the decision of the superintendent or designee, the student and the student's parent may appeal to the Commissioner of Education. The student may not be returned to the regular classroom pending the appeal.

Withdrawal During Process

When a student violates the district's Code in a way that requires or permits the student to be placed in a DAEP and the student withdraws from the district before a placement order is completed, the campus behavior coordinator may complete the proceedings and issue a placement order. If the student then re-enrolls in the district during the same or a subsequent school year, the district may enforce the order at that time, less any period of the placement that has been served by the student during enrollment in another district. If the campus behavior coordinator or the board fails to issue a placement order after the student withdraws, the next district in which the student enrolls may complete the proceedings and issue a placement order.

Newly Enrolled Students

The district shall continue the DAEP placement of a student who enrolls in the district and was assigned to a DAEP in an open-enrollment charter school or another district.

A newly enrolled student with a DAEP placement from a district in another state shall be placed as any other newly enrolled student if the behavior committed is a reason for DAEP placement in the receiving district.

If the student was placed in a DAEP by a school district in another state for a period that exceeds one year, this district, by state law, shall reduce the period of the placement so that the total placement does not exceed one year. After a review, however, the placement may be extended beyond a year if the district determines that the student is a threat to the safety of other students or employees or the extended placement is in the best interest of the student.

Emergency Placement Procedure

When an emergency placement is necessary because the student's behavior is so unruly, disruptive, or abusive that it seriously interferes with classroom or school operations, the student shall be given oral notice of the reason for the action. Not later than the tenth day after the date of the placement, the student shall be given the appropriate conference required for assignment to a DAEP.

Transition Services

In accordance with law and district procedures, campus staff shall provide transition services to a student returning to the regular classroom from an alternative education program, including a DAEP. See policy FOCA(LEGAL) for more information.

Placement and/or Expulsion for Certain Offenses

This section includes two categories of offenses for which the Education Code provides unique procedures and specific consequences.

Registered Sex Offenders

Upon receiving notification in accordance with state law that a student is currently required to register as a sex offender, the district must remove the student from the regular classroom and determine appropriate placement unless the court orders JJAEP placement.

If the student is under any form of court supervision, including probation, community supervision, or parole, the placement shall be in either DAEP or JJAEP for at least one semester.

If the student is not under any form of court supervision, the placement may be in DAEP or JJAEP for one semester or the placement may be in a regular classroom. The placement may not be in the regular classroom if the board or its designee determines that the student's presence:

1. Threatens the safety of other students or teachers,
2. Will be detrimental to the educational process, or
3. Is not in the best interests of the district's students.

Review Committee

At the end of the first semester of a student's placement in an alternative educational setting and before the beginning of each school year for which the student remains in an alternative placement, the district shall convene a committee, in accordance with state law, to review the student's placement. The committee shall recommend whether the student should return to the regular classroom or remain in the placement. Absent a special finding, the board or its designee must follow the committee's recommendation.

The placement review of a student with a disability who receives special education services must be made by the ARD committee.

Newly Enrolled Student

If a student enrolls in the district during a mandatory placement as a registered sex offender, the district may count any time already spent by the student in a placement or may require an additional semester in an alternative placement without conducting a review of the placement.

Appeal

A student or the student's parent may appeal the placement by requesting a conference between the board or its designee, the student, and the student's parent. The conference is limited to the factual question of whether the student is required to register as a sex offender. Any decision of the board or its designee under this section is final and may not be appealed.

Certain Felonies

Regardless of whether placement or expulsion is required or permitted by one of the reasons in the DAEP Placement or Expulsion sections, in accordance with Education Code 37.0081, a student may be expelled and placed in either DAEP or JJAEP if the board or campus behavior coordinator makes certain findings and the following circumstances exist in relation to aggravated robbery or a felony offense under Title 5 (see **glossary**) of the Penal Code. The student must:

- Have received deferred prosecution for conduct defined as aggravated robbery or a Title 5 felony offense;
- Have been found by a court or jury to have engaged in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense;
- Have been charged with engaging in conduct defined as aggravated robbery or a Title 5 felony offense;
- Have been referred to a juvenile court for allegedly engaging in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense; or
- Have received probation or deferred adjudication or have been arrested for, charged with, or convicted of aggravated robbery or a Title 5 felony offense.

The district may expel the student and order placement under these circumstances regardless of:

4. The date on which the student's conduct occurred,
5. The location at which the conduct occurred,
6. Whether the conduct occurred while the student was enrolled in the district, or
7. Whether the student has successfully completed any court disposition requirements imposed in connection with the conduct.

Hearing and Required Findings

The student must first have a hearing before the board or its designee, who must determine that in addition to the circumstances above that allow for the expulsion, the student's presence in the regular classroom:

1. Threatens the safety of other students or teachers,
2. Will be detrimental to the educational process, or
3. Is not in the best interest of the district's students.

Any decision of the board or the board's designee under this section is final and may not be appealed.

Length of Placement

The student is subject to the placement until:

4. The student graduates from high school,
5. The charges are dismissed or reduced to a misdemeanor offense, or
6. The student completes the term of the placement or is assigned to another program.

Placement Review

A student placed in a DAEP or JJAEP under these circumstances is entitled to a review of his or her status, including academic status, by the campus behavior coordinator or board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall have the opportunity to present arguments for the student's return to the regular classroom or campus.

Newly Enrolled Students

A student who enrolls in the district before completing a placement under this section from another school district must complete the term of the placement.

Expulsion

In deciding whether to order expulsion, regardless of whether the action is mandatory or discretionary, the campus behavior coordinator shall take into consideration:

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

Discretionary Expulsion: Misconduct That May Result in Expulsion

Some of the following types of misconduct may result in mandatory placement in a DAEP, whether or not a student is expelled. (See **DAEP Placement** on page 18)

Any Location

A student **may** be expelled for:

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.

- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student’s consent.
- Conduct that contains the elements of assault under Penal Code 22.01(a)(1) in retaliation against a school employee or volunteer.
- Criminal mischief, if punishable as a felony.
- Engaging in conduct that contains the elements of one of the following offenses against another student:
 - Aggravated assault.
 - Sexual assault.
 - Aggravated sexual assault.
 - Murder.
 - Capital murder.
 - Criminal attempt to commit murder or capital murder.
 - Aggravated robbery.
- Breach of computer security. (See **glossary**)

Engaging in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school.

At School, Within 300 Feet, or at a School Event

A student **may** be expelled for committing any of the following offenses on or within 300 feet of school property, as measured from any point on the school’s real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:

- Selling, giving, or delivering to another person, or possessing, using, or being under the influence of marijuana, a controlled substance, or a dangerous drug, if the conduct is not punishable as a felony. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision. (See **glossary** for “under the influence.”)
- Selling, giving, or delivering to another person, or possessing, using, or being under the influence of alcohol; or committing a serious act or offense while under the influence of alcohol, if the conduct is not punishable as a felony.
- Engaging in conduct that contains the elements of an offense relating to abusable volatile chemicals.
- Engaging in conduct that contains the elements of assault under Section 22.01(a)(1) against an employee or a volunteer.
- Engaging in deadly conduct. (See **glossary**.)

Within 300 Feet of School

A student **may** be expelled for engaging in the following conduct while within 300 feet of school property, as measured from any point on the school’s real property boundary line:

- Aggravated assault, sexual assault, or aggravated sexual assault.
- Arson. (See **glossary**.)
- Murder, capital murder, or criminal attempt to commit murder or capital murder.
- Indecency with a child, aggravated kidnapping, manslaughter, criminally negligent homicide, or aggravated robbery.
- Continuous sexual abuse of a young child or children.
- Felony drug- or alcohol-related offense.
- Unlawfully carrying on or about the student's person a handgun or a location-restricted knife, as these terms are defined by state law. (See **glossary**.)
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined by state law. (See **glossary**.)
- Possession of a firearm, as defined by federal law. (See **glossary**.)

Property of Another District

A student **may** be expelled for committing any offense that is a state-mandated expellable offense if the offense is committed on the property of another district in Texas or while the student is attending a school-sponsored or school-related activity of a school in another district in Texas.

While in DAEP

A student may be expelled for engaging in documented serious misbehavior that violates the district's Code, despite documented behavioral interventions while placed in a DAEP. For purposes of discretionary expulsion from a DAEP, serious misbehavior means:

1. Deliberate violent behavior that poses a direct threat to the health or safety of others;
2. Extortion, meaning the gaining of money or other property by force or threat;
3. Conduct that constitutes coercion, as defined by Section 1.07, Penal Code; or
4. Conduct that constitutes the offense of:
 - a) Public lewdness under Penal Code 21.07;
 - b) Indecent exposure under Penal Code 21.08;
 - c) Criminal mischief under Penal Code 28.03;
 - d) Hazing under Education Code 37.152; or
 - e) Harassment under Penal Code 42.07(a)(1) of a student or district employee.

Mandatory Expulsion: Misconduct That Requires Expulsion

A student **must** be expelled under federal or state law for any of the following offenses that occur on school property or while attending a school-sponsored or school-related activity on or off school property:

Under Federal Law

- Bringing to school or possessing at school, including any setting that is under the district's control or supervision for the purpose of a school activity, a firearm, as defined by federal law. (See **glossary**.)

Note: Mandatory expulsion under the federal Gun Free Schools Act does not apply to a firearm that is lawfully stored inside a locked vehicle, or to firearms used in activities approved and authorized by the district when the district has adopted appropriate safeguards to ensure student safety.

Under the Penal Code

- Unlawfully carrying on or about the student’s person the following, in the manner prohibited by Penal Code 46.02:
 - A handgun, defined by state law as any firearm designed, made, or adapted to be used with one hand. (See **glossary**.)

Note: A student may not be expelled solely on the basis of the student’s use, exhibition, or possession of a firearm that occurs at an approved target range facility that is not located on a school campus, while participating in or preparing for a school-sponsored, shooting sports competition or a shooting sports educational activity that is sponsored or supported by the Parks and Wildlife Department, or a shooting sports sanctioning organization working with the department. [See policy FNCG(LEGAL).]
 - A location-restricted knife, as defined by state law. (See **glossary**.)
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined in state law. (See **glossary**.)
- Behaving in a manner that contains elements of the following offenses under the Penal Code:
 - Aggravated assault, sexual assault, or aggravated sexual assault.
 - Arson. (See **glossary**.)
 - Murder, capital murder, or criminal attempt to commit murder or capital murder.
 - Indecency with a child.
 - Aggravated kidnapping.
 - Aggravated robbery.
 - Manslaughter.
 - Criminally negligent homicide.
 - Continuous sexual abuse of a young child or children.
 - Behavior punishable as a felony that involves selling, giving, or delivering to another person, or possessing, using, or being under the influence of marijuana, a controlled substance, a dangerous drug, or alcohol; or committing a serious act or offense while under the influence of alcohol.
- Engaging in retaliation against a school employee or volunteer combined with one of the above-listed mandatory expulsion offenses.

Under Age Ten

When a student under the age of ten engages in behavior that is expellable behavior, the student shall not be expelled, but shall be placed in a DAEP. A student under age six shall not be placed in a DAEP unless the student commits a federal firearm offense.

Process

If a student is believed to have committed an expellable offense, the campus behavior coordinator or other appropriate administrator shall schedule a hearing within a reasonable time. The student's parent shall be invited in writing to attend the hearing.

Until a hearing can be held, the campus behavior coordinator or other administrator may place the student in:

- Another appropriate classroom.
- In-school suspension.
- Out-of-school suspension.
- DAEP.

Hearing

A student facing expulsion shall be given a hearing with appropriate due process. The student is entitled to:

1. Representation by the student's parent or another adult who can provide guidance to the student and who is not an employee of the district,
2. An opportunity to testify and to present evidence and witnesses in the student's defense, and
3. An opportunity to question the witnesses called by the district at the hearing.
4. After providing notice to the student and parent of the hearing, the district may hold the hearing regardless of whether the student or the student's parent attends.

The board of trustees delegates to the superintendent or superintendent designee authority to conduct hearings and expel students.

Board Review of Expulsion

After the due process hearing, the expelled student may request that the board review the expulsion decisions. The student or parent must submit a written request to the superintendent within seven days after receipt of the written decision. The superintendent must provide the student or parent written notice of the date, time, and place of the meeting at which the board will review the decision.

The board shall review the record of the expulsion hearing in a closed meeting unless the parent requests in writing that the matter be held in an open meeting. The board may also hear a statement from the student or parent and from the board's designee.

The board shall hear statements made by the parties at the review and shall base its decision on evidence reflected in the record and any statements made by the parties at the review. The board shall make and communicate its decision orally at the conclusion of the presentation. Consequences shall not be deferred pending the outcome of the hearing.

Expulsion Order

Before ordering the expulsion, the board or campus behavior coordinator shall take into consideration:

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

If the student is expelled, the board or its designee shall deliver to the student and the student's parent a copy of the order expelling the student.

Not later than the second business day after the hearing, the superintendent or superintendent's designee shall deliver to the juvenile court a copy of the expulsion order and the information required by Section 52.04 of the Family Code.

If the length of the expulsion is inconsistent with the guidelines included in the Student Code of Conduct, the expulsion order shall give notice of the inconsistency.

Length of Expulsion

The length of an expulsion shall be based on the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, and statutory requirements.

The duration of a student's expulsion shall be determined on a case-by-case basis. The maximum period of expulsion is one calendar year, except as provided below.

An expulsion may not exceed one year unless, after review, the district determines that:

1. The student is a threat to the safety of other students or to district employees, or
2. Extended expulsion is in the best interest of the student.

State and federal law require a student to be expelled from the regular classroom for a period of at least one calendar year for bringing a firearm, as defined by federal law, to school. However, the superintendent may modify the length of the expulsion on a case-by-case basis.

Students who commit offenses that require expulsion at the end of one school year may be expelled into the next school year to complete the term of expulsion.

Withdrawal During Process

When a student has violated the district's Code in a way that requires or permits expulsion from the district and the student withdraws from the district before the expulsion hearing takes place, the district may conduct the hearing after sending written notice to the parent and student.

If the student then re-enrolls in the district during the same or subsequent school year, the district may enforce the expulsion order at that time, less any expulsion period that has been served by the student during enrollment in another district.

If the campus behavior coordinator or the board fails to issue an expulsion order after the student withdraws, the next district in which the student enrolls may complete the proceedings.

Additional Misconduct

If during the expulsion, the student engages in additional conduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the campus behavior coordinator or the board may issue an additional disciplinary order as a result of those proceedings.

Restrictions During Expulsion

Expelled students are prohibited from being on school grounds or attending school-sponsored or school-related activities during the period of expulsion.

No district academic credit shall be earned for work missed during the period of expulsion unless the student is enrolled in a JJAEP or another district-approved program.

Newly Enrolled Students

The district shall continue the expulsion of any newly enrolled student expelled from another district or an open-enrollment charter school until the period of the expulsion is completed.

If a student expelled in another state enrolls in the district, the district may continue the expulsion under the terms of the expulsion order, may place the student in a DAEP for the period specified in the order, or may allow the student to attend regular classes if:

1. The out-of-state district provides the district with a copy of the expulsion order, and
2. The offense resulting in the expulsion is also an expellable offense in the district in which the student is enrolling.

If a student is expelled by a district in another state for a period that exceeds one year and the district continues the expulsion or places the student in a DAEP, the district shall reduce the period of the expulsion or DAEP placement so that the entire period does not exceed one year, unless after a review it is determined that:

1. The student is a threat to the safety of other students or district employees, or
2. Extended placement is in the best interest of the student.

Emergency Expulsion Procedures

When an emergency expulsion is necessary to protect persons or property from imminent harm, the student shall be given verbal notice of the reason for the action. Within ten days after the date of the emergency expulsion, the student shall be given appropriate due process required for a student facing expulsion.

DAEP Placement of Expelled Students

The district may provide educational services to any expelled student in a DAEP; however, educational services in the DAEP must be provided if the student is less than ten years of age.

Transition Services

In accordance with law and district procedures, campus staff shall provide transition services for a student returning to the regular classroom from placement in an alternative education program, including a DAEP or JJAEP. See policies FOCA(LLEGAL) and FODA(LLEGAL) for more information.

Glossary

Abuse is improper or excessive use.

Aggravated robbery is defined in part by Penal Code 29.03(a) as when a person commits robbery and:

1. Causes serious bodily injury to another;
2. Uses or exhibits a deadly weapon; or
3. Causes bodily injury to another person or threatens or places another person in fear of imminent bodily injury or death, if the other person is:
 - a) 65 years of age or older, or
 - b) A disabled person.

Armor-piercing ammunition is defined by Penal Code 46.01 as handgun ammunition used in pistols and revolvers and designed primarily for the purpose of penetrating metal or body armor.

Arson is defined in part by Penal Code 28.02 as:

1. A crime that involves starting a fire or causing an explosion with intent to destroy or damage:
 - c) Any vegetation, fence, or structure on open-space land; or
 - d) Any building, habitation, or vehicle:
 - 1) Knowing that it is within the limits of an incorporated city or town,
 - 2) Knowing that it is insured against damage or destruction,
 - 3) Knowing that it is subject to a mortgage or other security interest,
 - 4) Knowing that it is located on property belonging to another,
 - 5) Knowing that it has located within it property belonging to another, or
 - 6) When the person starting the fire is reckless about whether the burning or explosion will endanger the life of some individual or the safety of the property of another.
2. A crime that involves recklessly starting a fire or causing an explosion while manufacturing or attempting to manufacture a controlled substance and the fire or explosion damages any building, habitation, or vehicle; or
3. A crime that involves intentionally starting a fire or causing an explosion and in so doing:
 - a) Recklessly damages or destroys a building belonging to another, or
 - b) Recklessly causes another person to suffer bodily injury or death.

Assault is defined in part by Penal Code §22.01(a)(1) as intentionally, knowingly, or recklessly causing bodily injury to another; §22.01(a)(2) as intentionally or knowingly threatening another with imminent bodily injury; and §22.01(a)(3) as intentionally or knowingly causing physical contact with another that can reasonably be regarded as offensive or provocative.

Breach of computer security includes knowingly accessing a computer, computer network, or computer system without the effective consent of the owner as defined in Penal Code 33.02, if the conduct involves accessing a computer, computer network, or computer system owned by or operated on behalf of a school district; and the student knowingly alters, damages, or

deletes school district property or information; or commits a breach of any other computer, computer network, or computer system.

Bullying is defined in Section 37.0832 of the Education Code as a single significant act or a pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves engaging in written or verbal expression, expression through electronic means, or physical conduct 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;
2. Is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student;
3. Materially and substantially disrupts the educational process or the orderly operation of a classroom or school; or
4. Infringes on the rights of the victim at school.

Bullying includes cyberbullying. (See below) This state law on bullying prevention applies to:

1. Bullying that occurs on or is delivered to school property or to the site of a school-sponsored or school-related activity on or off school property;
2. Bullying that occurs on a publicly or privately owned school bus or vehicle being used for transportation of students to or from school or a school-sponsored or school-related activity; and
3. Cyberbullying that occurs off school property or outside of a school-sponsored or school-related activity if the cyberbullying interferes with a student's educational opportunities or substantially disrupts the orderly operation of a classroom, school, or school-sponsored or school-related activity.

Chemical dispensing device is defined by Penal Code 46.01 as a device designed, made, or adapted for the purpose of dispensing a substance capable of causing an adverse psychological or physiological effect on a human being. A small chemical dispenser sold commercially for personal protection is not in this category.

Club is defined by Penal Code 46.01 as an instrument specially designed, made, or adapted for the purpose of inflicting serious bodily injury or death. A blackjack, nightstick, mace, and tomahawk are in the same category.

Controlled substance means a substance, including a drug, an adulterant, and a dilutant, listed in Schedules I through V or Penalty Group 1, 1-A, 2, 2-A, 3, or 4 of the Texas Controlled Substances Act. The term includes the aggregate weight of any mixture, solution, or other substance containing a controlled substance. The term does not include hemp, as defined by Agriculture Code 121.001, or the tetrahydrocannabinols (THC) in hemp.

Criminal street gang is defined by Penal Code 71.01 as three or more persons having a common identifying sign or symbol or an identifiable leadership who continuously or regularly associate in the commission of criminal activities.

Cyberbullying is defined by Section 37.0832 of the Education Code as bullying that is done through the use of any electronic communication device, including through the use of a cellular

or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an internet website, or any other internet-based communication tool.

Dangerous drug is defined by Health and Safety Code 483.001 as a device or a drug that is unsafe for self-medication and that is not included in Schedules I through V or Penalty Groups 1 through 4 of the Texas Controlled Substances Act. The term includes a device or drug that federal law prohibits dispensing without prescription or restricts to use by or on the order of a licensed veterinarian.

Dating violence occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control another person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense, as defined by Section 71.0021 of the Family Code.

Deadly conduct under Penal Code 22.05 occurs when a person recklessly engages in conduct that places another in imminent danger of serious bodily injury, such as knowingly discharging a firearm in the direction of an individual, habitation, building, or vehicle.

Deferred adjudication is an alternative to seeking a conviction in court that may be offered to a juvenile for delinquent conduct or conduct indicating a need for supervision.

Deferred prosecution may be offered to a juvenile as an alternative to seeking a conviction in court for delinquent conduct or conduct indicating a need for supervision.

Delinquent conduct is conduct that violates either state or federal law and is punishable by imprisonment or confinement in jail. It includes conduct that violates certain juvenile court orders, including probation orders, but does not include violations of traffic laws.

Discretionary means that something is left to or regulated by a local decision maker.

E-cigarette means an electronic cigarette or any other device that simulates smoking by using a mechanical heating element, battery, or electronic circuit to deliver nicotine or other substances to the individual inhaling from the device. The term includes any device that is manufactured, distributed, or sold as an e-cigarette, e-cigar, or e-pipe or under another product name or description and a component, part, or accessory for the device, regardless of whether the component, part, or accessory is sold separately from the device.

Explosive weapon is defined by Penal Code 46.01 as any explosive or incendiary bomb, grenade, rocket, or mine and its delivery mechanism that is designed, made, or adapted for the purpose of inflicting serious bodily injury, death, or substantial property damage, or for the principal purpose of causing such a loud report as to cause undue public alarm or terror.

False alarm or report under Penal Code 42.06 occurs when a person knowingly initiates, communicates, or circulates a report of a present, past, or future bombing, fire, offense, or other emergency that he or she knows is false or baseless and that would ordinarily:

1. Cause action by an official or volunteer agency organized to deal with emergencies;

2. Place a person in fear of imminent serious bodily injury; or
3. Prevent or interrupt the occupation of a building, room, or place of assembly.

Firearm is defined by federal law (18 U.S.C. 921(a)) as:

4. Any weapon (including a starter gun) that will, is designed to, or may readily be converted to expel a projectile by the action of an explosive;
 5. The frame or receiver of any such weapon;
 6. Any firearm muffler or firearm weapon; or
 7. Any destructive device, such as any explosive, incendiary or poison gas bomb, or grenade.
- Such term does not include an antique firearm.

Firearm silencer is defined by Penal Code 46.01 as any device designed, made, or adapted to muffle the report of a firearm.

Graffiti includes markings with paint, an indelible pen or marker, or an etching or engraving device on tangible property without the effective consent of the owner. The markings may include inscriptions, slogans, drawings, or paintings.

Handgun is defined by Penal Code 46.01 as any firearm that is designed, made, or adapted to be fired with one hand.

Harassment includes:

1. Conduct that meets the definition established in district policies DIA(LOCAL) and FFH(LOCAL);
2. Conduct that threatens to cause harm or bodily injury to another person, including a district student, employee, board member, or volunteer; is sexually intimidating; causes physical damage to the property of another student; subjects another student to physical confinement or restraint; or maliciously and substantially harms another student's physical or emotional health or safety, as defined in Section 37.001(b)(2) of the Education Code; or
3. Conduct that is punishable as a crime under Penal Code 42.07, including the following types of conduct if carried out with the intent to harass, annoy, alarm, abuse, torment, or embarrass another:
 - c) Initiating communication and, in the course of the communication, making a comment, request, suggestion, or proposal that is obscene, as defined by law;
 - d) Threatening, in a manner reasonably likely to alarm the person receiving the threat, to inflict bodily injury on the person or to commit a felony against the person, a member of the person's family or household, or the person's property;
 - e) Conveying, in a manner reasonably likely to alarm the person receiving the report, a false report, which is known by the conveyor to be false, that another person has suffered death or serious bodily injury; and
 - f) Sending repeated electronic communications in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another.

Hazing is defined by Section 37.151 of the Education Code as an intentional, knowing, or reckless act, on or off campus, by one person alone or acting with others, directed against a student for the purpose of pledging, initiation into, affiliation with, holding office in, or

maintaining membership in a student organization if the act meets the elements in Education Code 37.151, including:

1. Any type of physical brutality;
2. An activity that subjects the student to an unreasonable risk of harm or that adversely affects the student's mental or physical health, such as sleep deprivation, exposure to the elements, confinement to small spaces, calisthenics, or consumption of food, liquids, drugs, or other substances;
3. An activity that induces, causes, or requires the student to perform a duty or task that violates the Penal Code; and
4. Coercing a student to consume a drug or alcoholic beverage in an amount that would lead a reasonable person to believe the student is intoxicated.

Hit list is defined in Section 37.001(b)(3) of the Education Code as a list of people targeted to be harmed, using a firearm, a knife, or any other object to be used with intent to cause bodily harm.

Improvised explosive device is defined by Penal Code 46.01 as a completed and operational bomb designed to cause serious bodily injury, death, or substantial property damage that is fabricated in an improvised manner using nonmilitary components.

Indecent exposure is defined by Penal Code 21.08 as an offense that occurs when a person exposes the person's anus or any part of the person's genitals with intent to arouse or gratify the sexual desire of any person, and is reckless about whether another is present who will be offended or alarmed by the act.

Intimate visual material is defined by Civil Practices and Remedies Code 98B.001 and Penal Code 21.16 as visual material that depicts a person with the person's intimate parts exposed or engaged in sexual conduct. "Visual material" means any film, photograph, video tape, negative, or slide of any photographic reproduction or any other physical medium that allows an image to be displayed on a computer or other video screen and any image transmitted to a computer or other video screen.

Location-restricted knife is defined by Penal Code 46.01 as a knife with a blade over five and one-half inches.

Knuckles means any instrument consisting of finger rings or guards made of a hard substance and designed or adapted for inflicting serious bodily injury or death by striking a person with a fist enclosed in the knuckles.

Look-alike weapon means an item that resembles a weapon but is not intended to be used to cause serious bodily injury.

Machine gun as defined by Penal Code 46.01 is any firearm that is capable of shooting more than two shots automatically, without manual reloading, by a single function of the trigger.

Mandatory means that something is obligatory or required because of an authority.

Paraphernalia are devices that can be used for inhaling, ingesting, injecting, or otherwise introducing a controlled substance into a human body.

Possession means to have an item on one's person or in one's personal property, including, but not limited to, clothing, purse, or backpack; a private vehicle used for transportation to or from school or school-related activities, including, but not limited, to an automobile, truck, motorcycle, or bicycle; telecommunications or electronic devices; or any school property used by the student, including, but not limited to, a locker or desk.

Prohibited weapon under Penal Code 46.05(a) means:

5. The following items unless registered with the U.S. Bureau of Alcohol, Tobacco, Firearms, and Explosives or otherwise not subject to that registration requirement or unless the item is classified as a curio or relic by the U.S. Department of Justice:
 - a) An explosive weapon;
 - b) A machine gun;
 - c) A short-barrel firearm;
6. Armor-piercing ammunition;
7. A chemical dispensing device;
8. A zip gun;
9. A tire deflation device;
10. An improvised explosive device; or
11. A firearm silencer, unless classified as a curio or relic by the U.S. Department of Justice or the actor otherwise possesses, manufactures, transports, repairs, or sells the firearm silencer in compliance with federal law.

Public Lewdness is defined by Penal Code 21.07 as an offense that occurs when a person knowingly engages in an act of sexual intercourse, deviate sexual intercourse, or sexual contact in a public place or, if not in a public place, is reckless about whether another is present who will be offended or alarmed by the act.

Public school fraternity, sorority, secret society, or gang means an organization composed wholly or in part of students that seeks to perpetuate itself by taking additional members from the students enrolled in school based on a decision of its membership rather than on the free choice of a qualified student. Educational organizations listed in Section 37.121(d) of the Education Code are excepted from this definition.

Reasonable belief is that which an ordinary person of average intelligence and sound mind would believe. Chapter 37 requires certain disciplinary decisions when the superintendent or designee has a reasonable belief that a student engaged in conduct punishable as a felony offense. In forming such a reasonable belief, the superintendent or designee may use all available information, including the notice of a student's arrest under Article 15.27 of the Code of Criminal Procedure.

Self-defense is the use of force against another to the degree a person reasonably believes the force is immediately necessary to protect himself or herself.

Serious misbehavior means:

- 1) Deliberate violent behavior that poses a direct threat to the health or safety of others;
- 2) Extortion, meaning the gaining of money or other property by force or threat;

- 3) Conduct that constitutes coercion, as defined by Section 1.07, Penal Code; or
- 4) Conduct that constitutes the offense of:
 - a) Public lewdness under Penal Code 21.07;
 - b) Indecent exposure under Penal Code 21.08;
 - c) Criminal mischief under Penal Code 28.03;
 - d) Hazing under Education Code 37.152; or
 - e) Harassment under Penal Code 42.07(a)(1) of a student or district employee.

Serious or persistent misbehavior includes, but is not limited to:

- Behavior that is grounds for permissible expulsion or mandatory DAEP placement.
- Behavior identified by the district as grounds for discretionary DAEP placement.
- Actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Refusal to attempt or complete school work as assigned.
- Insubordination.
- Profanity, vulgar language, or obscene gestures.
- Leaving school grounds without permission.
- Falsification of records, passes, or other school-related documents.
- Refusal to accept discipline assigned by the teacher or principal.

Short-barrel firearm is defined by Penal Code 46.01 as a rifle with a barrel length of less than 16 inches or a shotgun with a barrel length of less than 18 inches, or any weapon made from a rifle or shotgun that, as altered, has an overall length of less than 26 inches.

Terroristic threat is defined by Penal Code 22.07 as a threat of violence to any person or property with intent to:

- 1) Cause a reaction of any type by an official or volunteer agency organized to deal with emergencies;
- 2) Place any person in fear of imminent serious bodily injury;
- 3) Prevent or interrupt the occupation or use of a building; room, place of assembly, or place to which the public has access; place of employment or occupation; aircraft, automobile, or other form of conveyance; or other public place;
- 4) Cause impairment or interruption of public communications; public transportation; public water, gas, or power supply; or other public service;
- 5) Place the public or a substantial group of the public in fear of serious bodily injury; or
- 6) Influence the conduct or activities of a branch or agency of the federal government, the state, or a political subdivision of the state (including the district).

Tire deflation device is defined in part by Penal Code 46.01 as a device, including a caltrop or spike strip, that, when driven over, impedes or stops the movement of a wheeled vehicle by puncturing one or more of the vehicle's tires.

Title 5 felonies are those crimes listed in Title 5 of the Penal Code that typically involve injury to a person and may include:

- Murder, manslaughter, or homicide under Sections 19.02, – .05;

- Kidnapping under Section 20.03;
- Trafficking of persons under Section 20A.02;
- Smuggling or continuous smuggling of persons under Sections 20.05 – .06;
- Assault under Section 22.01;
- Aggravated assault under Section 22.02;
- Sexual assault under Section 22.011;
- Aggravated sexual assault under Section 22.021;
- Unlawful restraint under Section 20.02;
- Continuous sexual abuse of a young child or children under Section 21.02;
- Bestiality under Section 21.09;
- Improper relationship between educator and student under Section 21.12;
- Voyeurism under Section 21.17;
- Indecency with a child under Section 21.11;
- Invasive visual recording under Section 21.15;
- Disclosure or promotion of intimate visual material under Section 21.16;
- Sexual coercion under Section 21.18;
- Injury to a child, an elderly person, or a disabled person of any age under Section 22.04;
- Abandoning or endangering a child under Section 22.041;
- Deadly conduct under Section 22.05;
- Terroristic threat under Section 22.07;
- Aiding a person to commit suicide under Section 22.08; and
- Tampering with a consumer product under Section 22.09.

[See FOC(EXHIBIT).]

Under the influence means lacking the normal use of mental or physical faculties. Impairment of a person’s physical or mental faculties may be evidenced by a pattern of abnormal or erratic behavior, the presence of physical symptoms of drug or alcohol use, or by admission. A student “under the influence” need not be legally intoxicated to trigger disciplinary action.

Use means voluntarily introducing into one’s body, by any means, a prohibited substance.

Zip gun is defined by Penal Code 46.01 as a device or combination of devices, not originally a firearm, but adapted to expel a projectile through a smooth-bore or rifled-bore barrel by using the energy generated by an explosion or burning substance.

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Waco Regional Day School Program for the Deaf (RDSPD) Interlocal Agreement, Resolution, and Amendment

Presented for:

Board action Report/Review Only

Supporting documents:

None Attached Provided Later

Contact Person:

Ms. Angela Ward, Director of Special Education

Background Information:

Interlocal Agreement - Waco RDSPD provides services for students that are deaf/hard of hearing and whose needs cannot be met by the home campus. We have maintained a working relationship for 10+ years. While we currently do not have any student that is scheduled to attend the program, the agreement allows us to immediately place a student should the need arise.

Resolution - Waco RDSPD provides services for students that are deaf/hard of hearing and whose needs cannot be met by the home campus. Currently, all amendments and actions to the interlocal agreement require board approval. The resolution would eliminate the requirement for board approval and allow the superintendent to approve revisions, as well as execute the interlocal agreement. Detailed information is provided on page 2, item 3 a-d.

Amendment - Waco RDSPD provides services for students that are deaf/hard of hearing and whose needs cannot be met by the home campus. For the 2020-21, the operational budget has been amended to allow for prorated instructional days. The amendment will allow Waco RDSPD to apply the 2020-21 fiscal formula to the 2019-20 school year.

Fiscal Implication:

This is a budgeted item through Special Education

Administrative Recommendation:

The administration recommends Board approval of the interlocal agreement, resolution, and amendment with Waco RDSPD.

Motion: _____

Second: _____

For: _____

Against: _____

Abstain: _____

WACO REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF INTERLOCAL AGREEMENT

Abbott Independent School District, Aquilla Independent School District, Axtell Independent School District, Blum Independent School District, Bosqueville Independent School District, Bruceville-Eddy Independent School District, Bynum Independent School District, Chilton Independent School District, China Spring Independent School District, Clifton Independent School District, Connally Independent School District, Covington Independent School District, Cranfills Gap Independent School District, Crawford Independent School District, Gholson Independent School District, Hallsburg Independent School District, Hubbard Independent School District, Iredell Independent School District, Itasca Independent School District, Kopperl Independent School District, La Vega Independent School District, Lorena Independent School District, Malone Independent School District, Marlin Independent School District, Mart Independent School District, McGregor Independent School District, Meridian Independent School District, Midway Independent School District, Moody Independent School District, Morgan Independent School District, Mount Calm Independent School District, Oglesby Independent School District, Penelope Independent School District, Riesel Independent School District, Robinson Independent School District, Rosebud-Lott Independent School District, Valley Mills Independent School District, Waco EOAC Charter School, Waco Independent School District, Walnut Springs Independent School District, West Independent School District, Westphalia Independent School District, and Whitney Independent School District, ("Member Districts"), hereby agree to cooperatively operate their special education programs for students with auditory impairments as set forth herein under the authority of Texas Government Code Section 791.001 et. seq., as the WACO REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF ("WACO RDSPD") as set out in this WACO Regional Day School Program for the Deaf Special Education Interlocal Agreement (hereinafter "Agreement"). Member Districts agree that:

1. General Covenants and Provisions

1.1 The purpose of this Agreement is to create a cooperative arrangement whereby the Member Districts may provide for the efficient delivery of legally required special education and related services to eligible students with hearing impairments for the parties referenced herein. It is agreed and understood that any student (enrolled in a Member District) who has a hearing impairment which severely impairs processing linguistic information through hearing, even with recommended amplification, and which adversely affects educational performance shall be eligible for consideration for the WACO RDSPD, subject to the ARD committee recommendations.

It is further agreed that the WACO RDSPD is not intended to serve a student whose primary, ongoing needs are related to a severe or profound emotional, behavioral or cognitive deficient, and not primarily AI. This provision shall not be construed as a requirement for the WACO RDSPD to serve a student who presents with a disability which in addition to AI, requires services or programming that exceeds AI programming. The WACO RDSPD applies LRE standards when considering services for students with AI.

To the extent practicable based on the availability of personnel, space and other resources, the WACO RDSPD will collaborate with Member Districts concerning the needs of students with AI who also have ongoing needs not primarily related to AI to

facilitate the purpose of this Agreement. Such efforts to facilitate the purpose of this Agreement may include Waco ISD and Member Districts entering into inter-local agreements to serve students who may not meet the qualifications under this Agreement for the WACO RDSPD. Such agreements would be separate from this Agreement and require the mutual agreement of Waco ISD and the Member District, in accordance with each District's local policies.

1.2 The Member Districts do not intend by entering this Agreement, or otherwise, to create a separate or additional legal entity.

1.3 The WACO RDSPD's administrative offices will be located in Waco, Texas.

1.4 The special education program will be operated in compliance with applicable federal and state law, including the Individuals with Disabilities Education Act, 20 U.S.C. § 1400 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794; the Amendments to the Americans with Disabilities Act 2008, 42 U.S.C. § 12101 et seq.; Family Educational Rights and Privacy Act; Chapter 29 of the Texas Education Code; Texas Education Code §§ 30.081 - 30.087 and the most current version of TEA's Financial Accountability System Resource Guide (FASRG); implementing regulations for all applicable statutes; and the WACO RDSPD operating guidelines approved by the WACO RDSPD Management Board.

All special education terms and acronyms used in this Agreement shall have the meanings and definitions provided to such terms and acronyms as set out in Chapter 33 of the Individuals with Disabilities Education Act (IDEA), 20 United States Code Annotated Section 1400 et seq., 34 CFR Part 300, the Texas Education Code, Chapters 29 and 30 and the Texas Administrative Code, 19 TAC 89.1001 et seq. Such terms and acronyms shall include, but not be limited to, FAPE or Free Appropriate Public Education, Child Find, IEP or Individualized Education Program, LEA or Local Education Agency, LRE or Least Restrictive Environment, Special Education, Evaluations, AI or Auditory Impairment, Eligibility Determinations, Educational Placements, Procedural Safeguards, SEA or State Education Agency, MOE or Maintenance of Effort, ESEA or Elementary and Secondary Education Act and ARD or Admission, Review and Dismissal Committee.

WACO RDSPD AI Continuum includes the following:

(1) DHH (Deaf and Hard of Hearing Consult). The student has an AI under IDEA and requires specially designed instruction. (For example, this student may need someone to consult with the teachers and attend ARD committee meetings, but does not need weekly/direct services by an AI teacher.)

(2) Itinerant (Babies 0-3). (For example, this student has an AI under IDEA - Part C and is being served through early childhood intervention.) This student may need weekly services of an AI teacher provided to the parents.

(3) Itinerant (School Aged). (For example, this student has an AI under IDEA and requires specially designed instruction. The student may need weekly direct services of an AI teacher to address unique communication, auditory, language and emotional needs.)

(4) Cluster site. The student who attends the cluster site has an AI under IDEA and requires specially designed instruction. (For example, this student needs daily direct services of an AI teacher, access to sign language interpreting services and access to deaf peers to address unique communication, auditory, language and emotional needs.)

(5) Texas School for the Deaf. The student who attends the Texas School for the Deaf has an AI under IDEA and requires specially designed instruction. (For example, this student needs daily direct intensive services of an AI teacher and access to deaf culture.) This can be a parent initiated placement or a Member District placement.

1.5 AI students not enrolled in the WACO RDSPD who meet the eligibility requirements of hearing impaired, but whose hearing loss is not so severe as to prevent the processing of linguistic information to impede academic progress, shall not be enrolled in the WACO RDSPD for direct services. In the event a student presents with eligibilities in addition to AI, it is agreed and understood that the primary function of the WACO RDSPD is to ensure that services are provided to address the disability of AI. The WACO RDSPD shall, upon written request to the WACO RDSPD Coordinator, make available a certified teacher of the deaf to be a member of the student's ARD Committee. Additionally, upon written request to the WACO RDSPD Coordinator, the WACO RDSPD will make available personnel for consultation on a per pupil fee basis.

1.6 Any timelines and procedures referenced herein regarding reconfiguration of the WACO RDSPD shall be consistent with TEA's Division of IDEA Coordination.

1.7 Any operating guidelines inconsistent with the terms of this Agreement will be deemed null and void.

1.8 It is agreed the RDSPD is not responsible for services under Title II and the Americans with Disabilities Act.

2. Management-Board Level

2.1 The WACO RDSPD Coordinator, on behalf of the fiscal agent may purchase goods and services necessary to administer and operate the WACO RDSPD. All non-consumable instructional materials shall be deemed property of the WACO RDSPD when such supplies and materials are purchased with WACO RDSPD funds.

2.2 The WACO RDSPD will be governed by a management board (the "Management Board") comprised of the Superintendents or special education directors of the Member Districts or their designees as representatives of the Boards of Trustees of the Member Districts. Such Management Board will meet, at least annually, to review this Agreement and matters related to the WACO RDSPD. The WACO RDSPD Coordinator may call additional meetings as needed. Each Superintendent or their designee shall attend the regularly scheduled Management Board meetings. Special education directors shall keep their respective Member District Boards of Trustees advised of Management Board actions. The fiscal agent will be assigned to record, prepare and maintain minutes.

2.3 The WACO RDSPD Coordinator will serve as chairperson of the Management Board. The Management Board or Coordinator will select a secretary. The secretary on behalf of the fiscal agent will record, prepare and maintain minutes of each Management Board meeting. The Management Board may from time to time elect a chairperson from among its members, who may or may not be a member of the Management Board.

2.4 Unless otherwise provided herein, Management Board actions are taken at a meeting of the Management Board and require the approval of a majority of those present and voting (of the Member Districts represented at the Management Board meeting). A quorum is defined as a majority of all of the Member Districts of the WACO RDSPD. It is agreed and understood that the Directors of Special Education of Member Districts may have only one vote on behalf of that Special Education Director's Member District if such authority has been granted to the Director of Special Education of the Member District. The Coordinator has discretion to allow for votes to be submitted by written communication.

2.5 Should a Local Education Agency ("LEA") seek to become a Member District of the WACO RDSPD, a written request must be provided to the WACO RDSPD Coordinator for Management Board consideration by September 1st before the notification to TEA of pending reconfiguration changes due. It is agreed that any reconfiguration is subject to TEA timelines and approval by the parties to this Agreement. Any legal fees incurred due to the reconfiguration will be assessed against the LEA seeking to become a Member District. Any reconfiguration is subject to approval by each Member District's Board of Trustees.

2.6 It is agreed and understood that the Management Board does not have the authority to revise or amend this Agreement absent specific approval from all Boards of Trustees of the Member Districts.

2.7 Any Member District which does not agree to the terms of this Agreement and does not properly execute this Agreement will not be considered a party to this Agreement and will be deemed to have been withdrawn from the WACO RDSPD without the necessity of further action by the remaining Member Districts or any other person, entity or agency. Disposition of property shall be governed by the withdrawal provision. All TEA timelines and requirements shall apply to any reconfiguration unless the Agency waives the timelines in writing and submits to the fiscal agent the written Agency waiver.

2.8 WACO RDSPD Operating Guidelines follow Waco ISD Board of Trustees Board Policy and Waco ISD Special Education Department Guidelines.

3. Management-Administrative Level

3.1 The chief administrator of the WACO RDSPD will be the WACO RDSPD Coordinator. The WACO RDSPD Coordinator shall be employed by the fiscal agent and be subject to the personnel policies of the fiscal agent. The Coordinator will make recommendations regarding programming, staffing, staff development, staff assignments and interpreter supports. Administrative decisions regarding operations of the instructional program (including but not limited to related services and staff development, and approved budgeted expenditures consistent with fiscal agent policy are within the authority of the WACO RDSPD Coordinator and do not require Management Board action) such as: a) recruitment, interviewing and recommendation of employment of WACO RDSPD personnel to the fiscal agent Board; b) purchasing of materials, approval of bills; and c) supervising, evaluating and recommending employment status of other WACO RDSPD personnel. The RDSPD Coordinator may determine the location of services and assignment of staff. The budget shall be available for review by the Management Board but shall be adopted by the fiscal agent's Board of Trustees.

3.2 For purposes of the Texas Public Information Act and the Local Government Records Act, the Special Education Director of each Member District shall serve as deputy officers for public records for requests made on behalf of or related to students served by the WACO RDSPD which are filed with the WACO RDSPD. For students enrolled in the cluster site programs, the fiscal agent will be responsible for responding to records requests pursuant to IDEA or FERPA. For students enrolled in itinerant programs, the Member District where the student resides (or is otherwise enrolled) will be responsible for educational records request made pursuant to FERPA, IDEA and Texas Public Information Act.

3.3 Any hearing on an employee grievance, termination, or non-renewal is the responsibility of, and will be held in accordance with the policies of the Member District with whom the employee has an employment relationship or contractual agreement.

3.4 WACO RDSPD personnel, including teachers of AI students, RDSPD Coordinator, centralized program aide/interpreters, centralized program teachers of AI students and WACO RDSPD staff are employed by the fiscal agent as set forth herein. Such employees are subject to the personnel policies, including but not limited to, all policies governing contracts, at-will employment, and standards of conduct, leave and other benefits of the fiscal agent and any Waco ISD Board of Trustees policies. Additionally, the fiscal agent retains final hiring and termination authority regarding employment of WACO RDSPD personnel. The fiscal agent salary schedule applies to WACO RDSPD personnel set forth herein.

3.5 In the event an itinerant student requires in-home services, parent training, additional instructional staff, teacher, and interpreters for extracurricular programs, or interpreters or other supports for after school non-academic activities, UIL, clubs, after school tutoring, then the Member District wherein student resides (or is otherwise enrolled) will provide funding for these services. Interpreters will be provided by the WACO RDSPD for full-time cluster students participating in after school non-academic activities, UIL, clubs, and after school tutoring. If support from a WACO RDSPD staff member is needed as contemplated in this provision, then that will be billed to the Member District in which the student is enrolled at the staff salary calculated at an hourly basis plus mileage or the contract rate.

3.6 WACO RDSPD personnel shall be evaluated by the Coordinator based on Waco ISD policies and procedures.

4. Fiscal Agent

4.1 Waco Independent School District shall serve as the fiscal agent. The fiscal agent, as a member district, is subject to Member District responsibilities and acknowledges that it is an accredited Texas school district and that it offers grades kindergarten through 12.

4.2 Except as otherwise provided herein, the fiscal agent is responsible for applying for, receiving, collecting, expending, and distributing all funds, regardless of source, in accordance with the budget adopted by the Board of Trustees of the fiscal agent. The fiscal agent will utilize an acceptable cost allocation method consistent with the Financial Accountability System Resource Guide (FASRG) Section 1.3, 1.4, Basis for Allocation of Costs of the fiscal agent). The fiscal agent shall provide accounting services, reports, and shall perform any other responsibilities required by Waco ISD policies or procedures. It is agreed and understood that the fiscal agent assumes no responsibility for a Member District's failure to maintain its effort.

4.3 The fiscal agent is responsible for preparing the operational budget for the WACO RDSPD. The fiscal agent will account for salaries and expenses of WACO RDSPD personnel and WACO RDSPD operating expenses. The parties acknowledge that the fiscal agent may access total State and Federal allocations, such as IDEA Part B funds; Part C funds (ECI); State Deaf funds; and any other funding received for the purpose of furthering this program. It is agreed operating expenses include facilities use, utilities and other costs necessary to administer the WACO RDSPD. Tuition for students served by an itinerant teacher will be \$5,000/student/year with no adjustment or proration for the number of instructional days served. Tuition for full-time students in the centralized program will be \$15,000/student/year. If a student (in the centralized program) is enrolled for more than 30 instructional days during one semester only, the tuition will be \$9,000 for that semester only. If a student (in the centralized program) is enrolled during a semester for less than 30 instructional days, then tuition will be calculated based on a daily rate using the following formula: \$9,000/# of instructional days in the semester equals the daily rate. If a student (in the centralized program) is enrolled for a majority

of the instructional days that includes attendance in both the fall and spring semester, then the tuition will be \$15,000 with no proration. For purposes of this Section, “instructional days” means and includes all of the days of scheduled instruction based on the academic calendar adopted by the fiscal agent’s Board of Trustees, regardless of any scheduled days on which students do not attend physically attend school at the fiscal agent’s campus(es) due to any cause, including, without limitation, inclement weather, natural or man-made disaster, illness or pandemic.

4.4 The fiscal agent will prepare and submit any reports or applications required by federal or state law or Waco ISD policies or procedures.

4.5 The Coordinator or designee, on behalf of the fiscal agent, may negotiate contracts with outside service providers for special education and related services for students with disabilities in accordance with law and fiscal agent policies. The fiscal agent shall request Americans with Disabilities Act (ADA) and FERPA compliance by each service provider.

4.6 The fiscal agent must notify the Member Districts of any intention to withdraw as fiscal agent of the WACO RDSPD on or before October 1st preceding the last fiscal year it intends to serve as fiscal agent. It is agreed and understood that the withdrawing fiscal agent will notify TEA of its intent to withdraw as fiscal agent on or before February 1st preceding the end of the fiscal year that it intends to be its last fiscal year to serve as fiscal agent. After a satisfactory independent audit of the SSA's accounts, the transfer of fiscal agent status will become effective July 1st. All TEA timelines shall apply to any reconfiguration. The fiscal agent will provide documentation of affected parties as required by the Texas Education Agency to effectuate the withdrawal.

4.7 Should the fiscal agent cease for any reason to serve, the Management Board will by majority vote of the Member Districts appoint a Member District as fiscal agent. All TEA timelines shall apply to any reconfiguration, including a change in fiscal agent. However, a Member District, if so elected by the Management Board to serve as the new fiscal agent, is not required to serve as fiscal agent. A Member District shall not serve as fiscal agent absent specific approval by the Member District's Board of Trustees or other governing body if not an ISD.

4.8 Each Member District shall be responsible for submitting a PEIMS 011 Record to TEA consistent with TEA Requirements. Each Member District where a student attends school will prepare all required PEIMS student data reports on the 163 Record for students receiving WACO RDSPD services. In the event a Member District fails to submit PEIMS student data on the 163 Record for a student who has been served by the WACO RDSPD, it is agreed and understood that all Member Districts will contribute toward the financial deficit and agree that an increase in the local fee for all Member Districts may result. It is further agreed that any PEIMS student data reported to TEA will be provided to the WACO RDSPD office upon request by the WACO RDSPD Coordinator. The fiscal agent, by reporting PEIMS data on students receiving services at cluster sites, is responsible for the provision of FAPE and accountability and will be deemed the LEA. For a student receiving services through the itinerant program, PEIMS will be reported by the Member District of residence (or enrollment, if different from residence) and that Member District will be the LEA and responsible for FAPE and accountability.

4.9 The fiscal agent determines the location of centralized programs within the fiscal agent.

5. Member Districts' General Obligations

5.1 Member Districts agree that any funds assessed under WACO RDSPD operating guidelines or this Agreement will be remitted within thirty (30) calendar days of receiving a statement from the fiscal agent. Each Member District acknowledges that federal funds received from the state earmarked for deaf education programs, state funds, and ECI Part C funds flow from TEA directly to the fiscal agent upon the electronic submission of the fiscal agent's request for program funds. This provision applies to situations arising on or after September 1, 2017.

Tuition for a student that moves between Member Districts during the school year will be (prorated) between Member Districts where the student has resided and/or was enrolled.

Prorated is defined as proportionate number of days the student resides/was enrolled in each Member District respectively compared to the total number of days the student was enrolled in the program. By way of illustration, the following formula would be utilized:

District A — Total Days enrolled
+
District B – Total Days enrolled
= Total Days enrolled in program
(Pro Rate based on this formula)

FORMULA:

Example:

(A) 53 days +
42.4 %
(B) 72 days
57.6%
= 125 days

5.2 Each Member District will be liable for any costs associated with its residentially-placed students pursuant to 19 T.A.C. §89.61. This includes any transportation costs incurred as a result of a Member District's initiated placement in the Texas School for the Deaf. This applies to any student, including those receiving services in a cluster site. Any residential applications flow through the sending Member District of residence (or where the student is otherwise enrolled).

5.3 Each Member District agrees to cooperate with the fiscal agent in maintaining the proper fiscal, personnel, and student records for the WACO RDSPD operations. Member Districts where a student receives services are responsible for maintaining student eligibility folders.

5.4 Member Districts shall provide suitable and sufficient classroom space to accommodate students receiving itinerant services.

5.5 A Member District may withdraw from the WACO RDSPD by providing the fiscal agent written notice of its proposed action no later than August 1st preceding the last fiscal year during which the Member District intends to remain as a Member District in the WACO RDSPD. Upon receipt, the fiscal agent shall submit written notice-of-intent-to-withdraw to the Texas Education Agency ("TEA") prior to February 1st, or consistent with other TEA mandated timelines which may be in effect at the time of withdrawal.

The Member District shall submit any other documentation required by the TEA to effectuate the withdrawal. The Member District retains responsibility of ensuring all withdrawal requirements are met. Upon delivery of such notice, the Member District's withdrawal from the WACO RDSPD shall be effective June 30 of the last fiscal year during which the withdrawing Member District is a member of the WACO RDSPD, contingent upon approval of the TEA. The withdrawing Member District shall return to the WACO RDSPD any supplies, equipment, or fixtures in its possession that were purchased with WACO RDSPD funds, prior to or by the effective June 30. The Member Districts further agree that any uncommitted surplus funds or any other funds whether specifically defined herein or not, after full satisfaction of all charges and liabilities, remaining in the WACO RDSPD's operating fund shall remain with the WACO RDSPD. Additionally, a withdrawing Member District shall pay all costs and fees related to, resulting from or associated with its withdrawal, including, but not limited to legal costs, insurance or any other expenses or obligations up to an amount not to exceed \$10,000.00.

5.6 Except as otherwise provided herein, Member Districts are ultimately responsible (as provided by applicable law) for the education of all students with AI within its district boundaries whether the child is served in the local program, centralized program, WACO RDSPD, or other placements. It is agreed that Member Districts are responsible for interpreters for itinerant students. For students being served at the WACO RDSPD centralized program, the WACO RDSPD will provide the following services:

Related services include, but are not limited to:

- Audiology services
- School health services
- Counseling services
- Medical services (only to diagnose or evaluate a student's disability)
- Social work services in school
- Speech-Language therapy
- Occupational therapy
- Transportation
- Orientation and mobility services
- Parent counseling and training
- Physical therapy
- Psychological services
- Recreation
- Rehabilitation counseling services
- Interpreting services

The WACO RDSPD does not fund services unless such are deemed educationally necessary by an ARD committee. For services provided outside the instructional day, the Member District where student resides (or is otherwise enrolled) is responsible.

For students who are being served at a Member District and not at the centralized program site, the WACO RDSPD will provide the following services:

WACO RDSPD will provide direct and consultative itinerant services for hearing impaired students attending Member District classes according to each student's ARD/IBP. Direct services include language development, vocabulary development and sign language support for students, interpreters, and educators. Consultative services include monitoring of student's use of auditory equipment, monitoring of student's progress and inclusion in mainstreamed general education classes, support and recommendations about hearing impaired students to educators, aides and interpreters. The WACO RDSPD will also provide the personnel certified in education of the deaf for ARD meetings when required.

5.7 To the extent Maintenance of Effort applies to WACO RDSPD, repayments to the Texas Education Agency due to a violation of federal rules on Maintenance of Effort ("MOE") by any school district shall be the responsibility of the Member District that violated the MOE requirement. If any monies are withheld from the e-grant then the Member District in violation will refund the fiscal agent such amount.

5.8 For students enrolled in a centralized program, WACO RDSPD shall be responsible for FM receivers, audio shoes, related warranties and audio systems or other AT/AI equipment determined necessary by the ARD Committee. Hearing Aids are the sole responsibility of the Member District (where the student would be enrolled if not enrolled in a centralized program) if not provided by the student. For any student not enrolled in a centralized program, the Member District where the student resides (or is otherwise enrolled) is responsible for the purchase of all equipment set forth in this provision and deemed appropriate by an ARD committee.

5.9 Child Find is the responsibility of each Member District including the initial evaluation to determine eligibility. The Member District is responsible for the initial placement through the ARD Committee process. The Member District is responsible for following referral procedures as set forth in the operating guidelines. Member Districts shall send an ARD representative to the ARD Committee considering the educational needs of students with auditory impairment from that Member District. The Member District representative shall inform the WACO RDSPD of any changes in student location or status.

5.10 Each Member District agrees that prior to entering into an agreement to provide services to its students with AI educational needs, the Member District will notify the WACO RDSPD Coordinator.

5.11 Member Districts are responsible for initial audiological assessments and for conducting the initial ARD meeting to determine eligibility and placement. WACO RDSPD AI teacher may participate in the evaluation or ARD Committee processes determined by the Coordinator. Member Districts are responsible for re-evaluations of itinerant students. WACO RDSPD is responsible for conducting re-evaluation of students receiving services in the centralized programs.

6. Fiscal Practices

6.1 The WACO RDSPD will operate on a budget reviewed by the WACO RDSPD Coordinator and Management Board. The Management Board shall recommend that the respective share to be paid by each Member District to the WACO RDSPD be included in the budgets adopted by each of the Member Districts' Boards of Trustees. The budget shall be prepared in accordance with guidelines established by the Texas Education Agency. The WACO RDSPD budget will not be effectively adopted without the approval by the Waco ISD Board of Trustees.

6.2 Administrative costs, including, but not limited to, all costs and salaries related to the Coordinator and other RDSPD personnel, interpreters, classroom aides, and Regional Day School office staff, fiscal agent operating expenses as well as any uncontrollable costs, incurred by the WACO RDSPD, over and above the amount of state deaf and/or federal funds, shall be divided among the Member Districts based on the formula as set forth in 4.3.

6.3 Except as otherwise provided herein, a Member District shall not be responsible for any costs associated with the WACO RDSPD unless such Member District has a student receiving services from the WACO RDSPD.

6.4 The WACO RDSPD's accounts will be audited annually, as part of the fiscal agent's audit, by an outside audit firm. This is considered an administrative cost.

6.5 Waco ISD will be reimbursed a 2% of the tuition based fund which will be included in the budget contemplated in 4.3.

7. Non-Member Services

7.1 Students from school districts (other than those Member Districts who are parties to this agreement) ("non-member LEAs") will be considered for services/placement upon written request to the Coordinator with authority of the fiscal agent of the WACO RDSPD. An authorized representative of the non-member LEA shall be present at a Management Board meeting to present information and any requested clarification of information regarding the need(s) of the student(s) seeking to access services. The Member District Boards of Trustees delegate authority to the Management Board to enter into contracts with non-member LEAs as set forth herein. The Member Districts acknowledge that it is TEA's expectation that services be provided to eligible students enrolled in non-member LEAs so that the intent of TEC Chapter 30, Subchapter D is met. In the event that the Management Board determines that providing services to students enrolled in non-member LEAs would create an undue burden for the WACO RDSPD, the WACO RDSPD Coordinator shall refer the matter to TEA for review.

7.2 Factors to be considered by the Management Board when considering the non-member LEA's request for services/placement, include, but are not limited to:

- (1) the type of services needed;
- (2) whether additional WACO RDSPD staff will have to be employed or engaged to serve the student;
- (3) whether the non-member LEA is a member of any other shared services arrangement or Interlocal agreement pertaining to AI students;
- (4) whether the non-member LEA can pay all transportation costs for transporting the student and all travel costs of staff associated with serving the student;
- (5) whether the non-member LEA will agree to transfer funds applicable to the education of the student as AI to the WACO RDSPD as appropriate and allowable;
- (6) whether the non-member LEA will pay all other costs incurred by WACO RDSPD in providing educational services to the student(s); and
- (7) whether the non-member LEA will agree to assume responsibility for attorney's fees and costs associated with any legal action brought by the student or his or her parents.

7.3 The costs for providing non-member LEA educational services shall be in accordance with the fee schedule at Exhibit "A", as applicable and as may be amended from time to time by the WACO RDSPD Coordinator for the fiscal agent. Further, the non-member LEA seeking educational services will be assessed an administrative fee to cover all costs associated with the contract in the form attached as Exhibit "A".

7.4 The form of the Interlocal contract for non-member LEA educational services is attached as Exhibit "B".

7.5 Students from Charter Schools who are not parties to this agreement may be considered for placement upon request to the WACO RDSPD Coordinator of the fiscal agent of the WACO RDSPD through a services contract. Such contracts shall be in the

form attached as Exhibit "C". The Charter School(s) seeking services will be assessed a fee to cover all costs associated with the contract in the form attached as Exhibit "A".

7.6 In the event a non-member LEA or non-member Charter School does not agree to enter into a contract, then the WACO RDSPD will provide contact information of providers with whom those schools may directly contract for services, if available.

7.7 Each Member District, by approval of this Agreement, authorizes and delegates to the Member District's Superintendent the authority to execute the forms of agreements set forth at Exhibits "B" and "C".

8. Dissolution

8.1 Dissolution of this Agreement shall require the affirmative vote of a majority of the Member Districts. The fiscal agent shall notify TEA of the WACO RDSPD's intent to dissolve by February 1st prior to the end of the fiscal year it intends to dissolve. Upon dissolution, the WACO RDSPD's funds and any other remaining assets, after any charges and liabilities, will be divided among the Member Districts based on a prorated share determined by the number of students being served on December 1st of the year the WACO RDSPD dissolves. The dissolution will take effect on July 1st after the first January 1st following the dissolution vote.

8.2 Agreements pertaining to purchase of real property shall supersede any provisions herein.

9. Risk of Loss

9.1 Except as otherwise provided herein, each Member District bears its own risk of loss. "Loss" includes, but is not limited to, damage to or loss of personal or real property, costs of administrative hearings, litigation expenses, awards of actual damages, court costs, attorney's fees, and settlement costs.

10. Transportation

10.1 Each Member District bears responsibility for providing or contracting for the transportation of each of its transportation-eligible students to each facility at which services are provided.

10.2 It is agreed that in the event a student's placement in the Texas School for the Deaf (TSD) is requested by a Member District, then any and all costs will be the responsibility of the Member District where the student resides (or is otherwise enrolled).

11. Legal Responsibilities

11.1 Except as otherwise provided herein, the Member District wherein the student resides (or is otherwise enrolled) shall be solely responsible for the provision of a Free Appropriate Public Education ("FAPE"). For students enrolled in the cluster site program, the Member District in which the cluster site is located is deemed the LEA and is responsible for FAPE and accountability.

11.2 Except as otherwise provided herein, the Member District wherein the student resides (or is otherwise enrolled) is responsible for legal costs, court costs and attorney's fees, resulting from litigation directly involving that student. For students enrolled in the cluster site programs, the Member District in which the cluster site program is located

and as the LEA, will be responsible for legal costs, court costs and attorney's fees, resulting from litigation directly involving that student

11.3 Except as otherwise provided herein, if the WACO RDSPD fiscal agent or any employee, agent or officer of the fiscal agent, is a named party in litigation arising under the IDEA whether in a Special Education Due Process Hearing or lawsuit filed in Federal or State Court or litigation arising under Section 504 of the Rehabilitation Act or the Americans with Disabilities Act, involving a student being served as contemplated by this Agreement, the Member District wherein the student resides or is otherwise enrolled, remains responsible for legal costs, court costs and attorney's fees, resulting from litigation directly involving such student including reimbursement to the WACO RDSPD and the fiscal agent for any legal costs incurred by the WACO RDSPD or the fiscal agent. In the event the litigation as set forth above involves a student that resides in another Member District but is enrolled in the fiscal agent centralized program, the fiscal agent will not be entitled to reimbursement.

11.4 Each Member District shall be responsible for legal fees incurred due to complaints, grievances, or litigation arising from an employee with whom the Member District has a contract or with whom the Member District has an employment relationship. WACO RDSPD shall be responsible for legal fees incurred due to complaints, grievances, or litigation arising from its employees.

11.5 The legal responsibilities stated herein shall survive the expiration of this Agreement should litigation arise from events that occurred during the term of the Agreement.

11.6 The Member Districts and the fiscal agent agree to negotiate in good faith to resolve any dispute related to this Agreement that may arise from the Member Districts. If the dispute cannot be resolved by negotiations, the dispute shall be submitted to mediation before resort to litigation. If the need for mediation arises, a mutually acceptable mediator shall be chosen by the parties to the dispute, who shall share the cost of mediation services based upon an equal split between the Member Districts. The fiscal agent shall contribute an equal share in the cost for mediation. Mediation is a voluntary dispute resolution process in which the parties to the dispute meet with an impartial person, called a mediator, who will help to resolve the dispute informally and confidentially. Mediators facilitate the resolution of disputes but cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding.

12. The Agreement

12.1 This Agreement will be automatically renewed by each Member District annually unless notice of withdrawal or dissolution is given under the terms of this Agreement, or this Agreement is revised or modified. In the event this Agreement is revised or modified and a Member District refuses to execute the revised/modified agreement, then that Member District will not be deemed a party to the revised/modified agreement and Section 12.2 shall control.

12.2 This Agreement will supersede all previous agreements among the parties in relation to the operation of the WACO RDSPD and responsibilities under any prior agreement(s).

12.3 This Agreement will apply to and bind the representatives and successors in interest of the parties to this agreement.

12.4 This Agreement is governed by the laws of the State of Texas.

12.5 If any provision of this Agreement becomes or is held violative of any law or unenforceable, then the invalidity of that provision will not invalidate the remaining provisions. The Member Districts agree that all remaining provisions of this Agreement will remain in full force and effect.

12.6 Citations of and references to any specific federal or state statute or administrative regulation in this Agreement include any amendment to or successor of that statute or regulation.

12.8 It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

12.9 It is agreed and understood that the terms of this Agreement shall not be modified absent written agreement of all parties. Any modifications agreed to by all Member District Boards of Trustees shall be submitted to the TEA's Division of IDEA Coordination within 90 calendar days of the effective date of the revised Agreement.

Executed this _____ of _____ 2020.

La Vega Independent School District

Authorized Representative Signature

Date

La Vega INDEPENDENT SCHOOL DISTRICT RESOLUTION REGARDING
SPECIAL EDUCATION INTERLOCAL AGREEMENT FOR THE RDSPD

WHEREAS, the Board of Trustees of the La Vega Independent School District (“District”) has previously authorized and executed the Shared Services Arrangement Agreement for the Waco Regional Day School Program (“RDSPD”);

WHEREAS, the RDSPD has functioned as a cooperative established by and through a Shared Services Agreement of school districts to operate certain aspects of their special education program for students with disabilities under the authority of Texas Education Code Sections 11.157 and 11.1511(c)(4) and Section 791.002 et seq. of the Texas Government Code;

WHEREAS, Senate Bill 1376 was passed by the 86th Legislature and repealed Texas Education Code Section 29.007;

WHEREAS, the repeal of Section 29.007 effectively removes Texas Commissioner of Education authority over Shared Services Agreements but the need for special education services for Member Districts still remains and must be planned, executed and ready for students for future years;

WHEREAS, the RDSPD has been composed of the following school district members: Abbott Independent School District, Aquilla Independent School District, Axtell District, Blum Independent School District, Bosqueville Independent School District, Bruceville-Eddy Independent School District, Bynum Independent School District, Chilton Independent School District, China Spring Independent School District, Clifton Independent School District, Connally Independent School District, Covington Independent School District, Cranfills Gap Independent School District, Crawford Independent School District, Gatesville Independent School District, Gholson Independent School District, Hallsburg Independent School District, Hubbard Independent School District, Iredell Independent School District, Itasca Independent School District, Kopperl Independent School District, La Vega Independent School District, Lorena Independent School District, Malone Independent School District, Marlin Independent School District, Mart Independent School District, McGregor Independent School District, Meridian Independent School District, Midway Independent School District, Moody Independent School District, Morgan Independent School District, Mount Calm Independent School District, Oglesby Independent School District, Penelope Independent School District, Riesel Independent School District, Robinson Independent School District, Rosebud-Lott Independent School District, Valley Mills Independent School District, Waco EOAC Charter School, Waco Independent School District, Walnut Springs Independent School District, West Independent School District, Westphalia Independent School District, and Whitney Independent School District (“Member Districts”);

WHEREAS, the Waco ISD has and continues to serve as the fiscal agent for the RDSPD Shared Services Arrangement and has agreed to continue to do so under a new

interlocal agreement for the RDSPD and those districts that choose to enter into the interlocal agreement as member districts;

WHEREAS, the RDSPD is governed by a Management Board comprised of the Superintendent of Schools for each Member District;

WHEREAS, on behalf of the Board of Trustees, the Superintendent of Schools is also delegated full authority to represent and make all decisions required as part of the Management Board without need for further approval of the Board of Trustees, with the exception of any changes to the District's participation in same or potential or anticipated litigation;

BE IT RESOLVED THAT, the Board of Trustees approves the following by majority vote:

1. The statements in the Preamble of this Resolution are found to be true and correct;
2. Entering into a new interlocal agreement based on revisions to the current Shared Services Agreement with other Member Districts for the provision of special education services for students into the future;

3. Delegates and authorizes the Superintendent of Schools to:

a. Serve and represent the District on the RDSPD Management Board, with delegated authority to take all necessary program action with the exception of withdrawing the District from membership and anticipated or potential litigation, which are reserved for board action;

b. Negotiate and approve revisions to the current Shared Services Agreement, including, without limitation, revisions so that it is changed to an Interlocal Agreement in full conformity with law;

c. Negotiate and approve future revisions to the new Interlocal Agreement as needed (with the exception of revisions which would allow withdrawing the District from membership and anticipated or potential litigation, which are reserved for board action);

d. Execute the Interlocal Agreement or future amended Interlocal Agreements without need for action by the Board of Trustees; and

4. Sufficient written notice of the date, time, place and subject of the meeting of the Board of Trustees was posted pursuant to Chapter 551, Texas Government Code, and the meeting was open to the public as required by law including the consideration and vote taken related to this Resolution.

APPROVED AND ADOPTED this ____ day of _____, 2020

By: _____
_____, President

Board of Trustees of the La Vega
Independent School District

ATTEST:

_____, Vice President
Board of Trustees of the La Vega
Independent School District

CERTIFICATE FOR RESOLUTION

I hereby certify that the foregoing Resolution was presented to the Board of Trustees of the La Vega Independent School District during a meeting on _____, 2020. A quorum of the Board of Trustees being then present, it was then duly moved and seconded that the Resolution be adopted, and such Resolution was then adopted according to the following vote:

Ayes: _____
Nays: _____
Abstentions: _____

To certify which, witness my hand and the official seal of the District this _____ day of _____, 2020

_____, Secretary, Board of Trustees
La Vega Independent School District

AMENDMENT TO SHARED SERVICES AGREEMENT

This Amendment to the Shared Services Agreement (“Amendment”) is made and entered into as of the _____ day of July, 2020 , by and Abbott Independent School District, Aquilla Independent School District, Axtell Independent School District, Blum Independent School District, Bosqueville Independent School District, Bruceville-Eddy Independent School District, Bynum Independent School District, Chilton Independent School District, China Spring Independent School District, Clifton Independent School District, Connally Independent School District, Covington Independent School District, Cranfills Gap Independent School District, Crawford Independent School District, Gatesville Independent School District, Gholson Independent School District, Hallsburg Independent School District, Hubbard Independent School District, Iredell Independent School District, Itasca Independent School District, Kopperl Independent School District, La Vega Independent School District, Lorena Independent School District, Malone Independent School District, Marlin Independent School District, Mart Independent School District, McGregor Independent School District, Meridian Independent School District, Midway Independent School District, Moody Independent School District, Morgan Independent School District, Mount Calm Independent School District, Oglesby Independent School District, Penelope Independent School District, Riesel Independent School District, Robinson Independent School District, Rosebud-Lott Independent School District, Valley Mills Independent School District, Waco EOAC Charter School, Waco Independent School District, Walnut Springs Independent School District and West Independent School District, Westphalia Independent School District and Whitney Independent School District, (each a "member district" and collectively, the “Parties”).

WHEREAS, the Parties entered into that certain Shared Services Agreement (“Agreement”) executed on November 8, 2018; and

WHEREAS, the Parties desire to enter into this Amendment to the Agreement in order to set forth certain amended and revised terms and conditions regarding the obligations of the Parties; and

WHEREAS, the Parties previously entered into the Agreement and wish to amend that Agreement as more specifically set forth herein.

NOW, THEREFORE, for and in consideration of the premises and mutual agreements herein contained, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties hereby agree to amend the Agreement as follows:

1. Section 6.3¹ of the Agreement (of Article 6 entitled “Fiscal Practices”) is deleted in its

¹ In the Agreement Section 6.3 reads as follows:

6.3 Member districts may be notified in writing when the estimated entitlement figures are known by the TEA regarding projected costs to be charged back to member districts and what the maximum total of their shared costs are estimated to be upon written request of member district. It is agreed and understood that the projected costs set forth herein are an estimate and may increase based upon the needs of students which cannot be anticipated.

entirety.

2. **Section 4.3² is amended to read as follows:**

4.3 The fiscal agent is responsible for preparing the operational budget for the Waco RDSPD SSA. The fiscal agent will account for salaries and expenses of Waco RDSPD SSA personnel and Waco RDSPD SSA operating expenses. The parties acknowledge that the fiscal agent may access total State and Federal allocations, such as IDEA Part B funds; Part C funds (ECI); State Deaf funds; and any other funding received for the purpose of furthering this program. It is agreed operating expenses include facilities use, utilities and other costs necessary to administer the SSA. Tuition for students served by an itinerant teacher will be \$5,000/student/year with no adjustment or proration for the number of instructional days served. Tuition for full-time students in the centralized program will be \$15,000/student/year. If the student is enrolled for more than 30 instructional days during one semester only, the tuition will be \$9,000 for that semester only. If the student is enrolled during a semester for less than 30 instructional days, then tuition will be calculated based on a daily rate using the following formula: \$9,000/# of instructional days in the semester equals the daily rate. If a student is enrolled for a majority of the instructional days that includes attendance in both the fall and spring semester, then the tuition will be \$15,000 with no proration.

3. **Section 5.1³ is amended to read as follows:**

² Prior to being amended Section 4.3 read as follows:

The fiscal agent is responsible for preparing the operational budget for the Waco RDSPD SSA. The fiscal agent will account for salaries and expenses of Waco RDSPD SSA personnel and Waco RDSPD SSA operating expenses. The parties acknowledge that the fiscal agent may access total State and Federal allocations, such as IDEA Part B funds; Part C funds (ECI); State Deaf funds; and any other funding received for the purpose of furthering this program. Member district per-pupil tuition calculations are based on the expenditures that exceed all the total state and federal allocations and the formula attached as Exhibit D. It is agreed operating expenses include facilities use, utilities and other costs necessary to administer the SSA.

³ Prior to being amended Section 5.1 read as follows:

1 Member districts agree that any funds assessed under Waco RDSPD SSA operating guidelines or this agreement will be remitted within thirty (30) calendar days of receiving a statement from the fiscal agent. Each member district acknowledges that federal funds received from the state earmarked for deaf education programs, state funds, and ECI Part C funds flow from TEA directly to the fiscal agent upon the electronic submission of the fiscal agent's request for program funds. This provision applies to situations arising on or after September 1, 2017.

It is agreed that member districts which have a student receiving services from the Waco RDSPD SSA centralized or itinerant teacher program for a period of at least thirty (30) calendar days, at any time prior to June 1st, then the sending member will be billed for the total tuition amount for that student. Tuition for a student that moves between member districts during the school year will be (prorated) between member districts where the student has resided.

Member districts agree that any funds assessed under Waco RDSPD SSA operating guidelines or this agreement will be remitted within thirty (30) calendar days of receiving a statement from the fiscal agent. Each member district acknowledges that federal funds received from the state earmarked for deaf education programs, state funds, and ECI Part C funds flow from TEA directly to the fiscal agent upon the electronic submission of the fiscal agent's request for program funds. This provision applies to situations arising on or after September 1, 2017.

Tuition for a student that moves between member districts during the school year will be (prorated) between member districts where the student has resided.

Prorated is defined as proportionate number of days the student resides in each member district respectively compared to the total number of days the student was enrolled in the program. By way of illustration, the following formula would be utilized:

District A — Total Days enrolled
+
District B – Total Days enrolled
= Total Days enrolled in program
(Pro Rate based on this formula)

FORMULA:

Example:

(A) 53 days +
42.4 %
(B) 72 days
57.6%
= 125 days

Prorated is defined as proportionate number of days the student resides in each member district respectively compared to the total number of days the student was enrolled in the program. By way of illustration, the following formula would be utilized:

*District A – Total Days enrolled
+
District B - Total Days enrolled
= Total Days enrolled
(Pro Rate based on this formula)*

FORMULA:

Example:

*(A) 53 days +
42.4 %
(B) 72 days
57.6%
=25 days*

The Parties state and agree that there have been no oral modifications to the Agreement and that there have been no other amendments or modifications to the Agreement (other than those set forth herein). All other terms and conditions of the Agreement, as amended, shall remain in full force and effect.

Each Member District certifies that it has read this Amendment and agree to abide by its terms and conditions:

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective as of the effective date of the Agreement.

La Vega Independent School District

Board President Signature

Date

Resolution Delegating Authority to the Superintendent During the 2020-2021 School Year

Presented for:

Board action Report/Review Only

Supporting documents:

None Attached Provided Later

Contact Person:

Dr. Sharon M. Shields

Background Information:

The Board of Trustees and administration will consider, discuss and take appropriate action regarding a resolution to delegate authority to the Superintendent.

Fiscal Implication:

N/A

Administrative Recommendation:

Board approval of the resolution to delegate authority to the Superintendent as presented.

Motion:

Second:

For:

Against:

Abstain:

LA VEGA INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

A RESOLUTION DELEGATING AUTHORITY TO THE SUPERINTENDENT DURING THE 2020-2021 SCHOOL YEAR

WHEREAS, the La Vega Independent School District Board of Trustees (Board) recognizes that the State of Texas and the United States Government have declared a disaster and emergency regarding Coronavirus/COVID-19 (hereafter "COVID-19") and its potential spread, and continue to extend these declarations;

WHEREAS, the territory included in La Vega Independent School District is within the areas declared a disaster and an emergency area;

WHEREAS, the Board recognizes that COVID-19 is an unforeseen and unavoidable emergency of urgent public necessity, that the World Health Organization has declared COVID-19 a pandemic, and that additional emergency declarations have been and will continue to be issued in the coming days, weeks and months;

WHEREAS, the Board and Administration are following advice and directives from federal, state and local authorities in responding to COVID-19;

WHEREAS, the Board has a substantial public interest in protecting the health and safety of its students, staff, and community and therefore desires to ensure that the school district and community are prepared to the fullest extent possible to protect the health and safety of students, staff, and community in light of COVID-19;

WHEREAS, the District is starting school for the 2020-2021 school year with some students physically returning to school and others continuing to engage in remote learning, and the District may determine a possible need exists to implement further modified operations and other District business in response to the health needs of our families and our community including but not limited to the possible re-closing of schools for on-campus instruction;

WHEREAS, the District's public purpose is served by promoting conscientious health choices, including medical examinations, individual quarantines and leaves as may be necessary;

WHEREAS, the District's public purpose is served by working with students, families, and staff to the extent possible to support continued learning and providing food if there is a return to school suspension and/or quarantine;

WHEREAS, the Board supports future decisions the Superintendent may make under the authority of this Resolution, and the Board believes the public purposes described above are fulfilled by efficiently and effectively making certain delegations, as described more fully herein, to the Superintendent to address this ever-changing emergency situation in the best interest of the health, safety, and well-being of its students, staff, community, and the citizenship at-large; and

WHEREAS, the Board continues to provide controls and oversight for the District expenditures and authority granted to the Superintendent herein by requiring that the Superintendent communicate to the Board all actions taken under this grant of authority.

IT IS THEREFORE RESOLVED THAT the Board of Trustees finds a substantial public purpose exists in protecting the health and safety of its students, staff, and community and in taking action to help ensure that the school district and its community are prepared to the fullest extent possible to protect the health and safety of students, staff, and community in light of COVID-19.

In furtherance of these public purposes, the Board of Trustees makes the following delegations to the Superintendent and designee(s) for the 2020-21 school year unless the Board takes action to end some or all of the authority on an earlier date:

1. The authority to act in the place of the Board under Policy DEA (LOCAL) and thus make decisions regarding the employment and compensation of exempt and non-exempt employees during the 2020-2021 school year including, but not limited to, times of modified operations, to include possible premium payments to certain employees and implement those decisions and the provisions of Board Policy DEA(LOCAL), and to make determinations regarding the purpose and parameters of any such payments, modified operations and related actions;
2. The authority to approve variations from the District's 2020-2021 school calendar by changing and/or adding school/instructional hours and work/school days as necessitated by any modified operations or related concerns as provided by EB (LOCAL);
3. The authority to suspend all "business day" deadlines for the setting of hearings and District responses outlined in local policy during periods of closure and/or modified operations;
4. The authority to act in place of the Board under Policy DEC (LOCAL), DBB (LOCAL), and state and federal law regarding employee leave, accommodations, and employee medical testing, and create guidelines and make decisions regarding absences, leave time, leave days, required testing and compensation of any employee who is or should be quarantined as a result of COVID-19, and/or who tests positive for COVID-19, and/or who presents appropriate medical documentation regarding themselves and/or an immediate family member, in compliance with Texas and federal law, and/or who is exposed to someone who has tested positive for COVID-19, and/or an employee who refuses to test and has no medical documentation;
5. The authority to implement and seek any necessary waivers and to file attestations and/or instruction plans with the Texas Education Agency regarding phasing instruction, instructional days/hours, attendance, synchronous, asynchronous, hybrid instruction or any combination thereof, and for any matters related to the modified operation of schools as part of this Resolution, or any matters necessitating a waiver as a result of COVID-19 as allowed by state law and the Texas Education Agency;
6. The authority to make decisions regarding the opening and closing of school throughout the school year as may be necessary as a result of COVID-19 and/or any orders of Federal and State government;
7. The authority to declare a catastrophe and take all actions as appropriate in accordance with Texas Government Code, Section 552.233, regarding temporary suspension of the Texas Public Information Act, if appropriate based on relevant conditions;
8. The authority to act in place of the Board under Policies CH (LOCAL) COA (LOCAL) and CV (LOCAL) regarding procurement; and thus, procure, negotiate, and execute contracts for goods and services that are necessary to mitigate, prevent, restore, and repair damage caused to District equipment, personal property, and facilities or to protect the safety of students and staff, related to COVID-19 and its potential spread. This authority specifically allows the Superintendent to make purchases above \$50,000 in accordance with the requirements of Policy CH (Legal) in order to prevent delay

caused by the necessity of calling a Board meeting to approve such purchases, provided that the Superintendent shall report any emergency purchases procured pursuant to this authority to the Board at the next called Board meeting;

9. The authority to determine grades for any grading period during which the District is under a Federal or State emergency order due to COVID-19, including times during which instruction was synchronous, asynchronous or a combination of the two.

10. The authority to interpret and execute all aspects of Board Policies EI (LOCAL), EIA (LOCAL), EIC (LOCAL), EIE (LOCAL), and EIF (LOCAL), in compliance with Federal and State law;

11. The authority to suspend the pre-participation physical examination requirement found in Board Policy FFAA(LOCAL) for the 2020-2021 school year, except as required by the amended UIL rules for the 2020-2021 school year;

12. The authority to determine whether students who have chosen to receive all instruction through remote instruction methods may participate in extracurricular activities and to implement local policy regarding the determination; and

13. In the event other waivers or immediate actions are needed, the authority to take other action and to submit/apply for other waivers in accordance with guidance and instructions from the national and state authorities and/or agencies.

The authority granted by this resolution is effective for the 2020-2021 school year, unless the Board takes action to authorize continuation for a longer duration or to terminate some or all of the authority granted above.

The above Resolution is passed and adopted this ___ day of July 2020 by the Board of Trustees.

APPROVED:

ATTEST:

President, Board of Trustees

Secretary, Board of Trustees

Monthly Budget Analysis Report

Presented for:

Board action Report/Review Only

Supporting documents:

None Attached Provided Later

Contact Person:

Ms. Diane Roepke

Background Information:

The District compiles and reports revenue and expenditure data for all funds on a monthly basis. The attached monthly budget analysis reports compare year-to-date revenue and expenditures to the same period from last fiscal year. Tax Collection reports have not been received from McLennan County Appraisal District therefore the General Fund and Debt Service reports are not complete. All Budget analysis reports will be presented at the January board meeting.

Fiscal Implication:

N/A

Administrative Recommendation:

It is recommended that the Board approve the Monthly Budget Analysis Reports as submitted.

Motion:

Second:

For:

Against:

Abstain:

La Vega Independent School District
Statement of Unaudited Revenues and Expenditures - Budget vs. Actual

For the Period Ended 06/30/2020

6

GENERAL FUND - 199

DATA CONTROL CODES	REVENUES	(1)	(2)	(3)		(4)		(5)	(6)	(7)	(8)
		2019-2020 ORIGINAL BUD	2019-2020 AMEND BUD	MONTHLY		YEAR-TO-DATE		DIFFERENCE AMEND BUD TO YTD CURR	CY YTD AS % OF BUDGET	PY YTD AS % OF BUDGET	% OF YEAR ELAPSED AS OF 06/30/2020
				CURRENT 06/30/2020	PRIOR YR 06/30/19	CURRENT 06/30/2020	PRIOR YR 06/30/19				
5700	LOCAL	\$10,909,835.00	\$ 10,913,635.00	\$ 147,368.71	\$ 73,014.15	\$ 10,682,877.80	\$ 11,901,040.28	\$230,757.20	97.89%	101.36%	83.33%
5800	STATE	\$22,599,004.00	\$ 22,599,004.00	\$ 2,182,730.20	\$ 1,898,758.36	\$ 16,417,065.17	\$ 13,789,417.31	\$6,181,938.83	72.65%	73.74%	83.33%
5900	FEDERAL	\$150,500.00	\$ 150,500.00	\$ -	\$ -	\$ 12,649.65	\$ -	\$137,850.35	8.41%	#DIV/0!	83.33%
7900	OTHER	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!	#DIV/0!	83.33%
5020	TOTAL REVENUES	\$33,659,339.00	\$33,663,139.00	\$2,330,098.91	\$1,971,772.51	\$27,112,592.62	\$25,690,457.59	\$6,550,546.38	80.54%	92.79%	83.33%
	EXPENDITURES										
0011	Instruction	\$16,973,380.00	\$ 16,846,464.30	\$ 1,334,972.78	\$ 361,426.27	\$ 13,511,278.43	\$ 12,924,869.58	\$3,335,185.87	80.20%	84.13%	83.33%
0012	Instr Resources/Media Services	\$285,856.00	\$ 285,856.00	\$ 21,026.58	\$ (5,296.35)	\$ 190,711.91	\$ 235,508.26	\$95,144.09	66.72%	86.97%	83.33%
0013	Curriculum & Staff Development	\$477,575.00	\$ 568,937.50	\$ 34,220.17	\$ 37,140.20	\$ 364,878.48	\$ 315,371.21	\$204,059.02	64.13%	62.82%	83.33%
0021	Instructional Leadership	\$685,579.00	\$ 721,579.00	\$ 61,080.40	\$ 65,969.78	\$ 606,856.92	\$ 464,419.92	\$114,722.08	84.10%	80.11%	83.33%
0023	School Leadership	\$2,283,650.00	\$ 2,304,570.00	\$ 194,570.02	\$ 187,662.98	\$ 1,899,479.72	\$ 1,928,540.46	\$405,090.28	82.42%	84.54%	83.33%
0031	Guidance, Counseling & Evaluation	\$857,785.00	\$ 889,210.00	\$ 79,310.83	\$ 56,211.11	\$ 690,261.05	\$ 817,721.82	\$198,948.95	77.63%	87.54%	83.33%
0032	Attendance & Social Services	\$8,550.00	\$ 98,550.00	\$ -	\$ -	\$ 93,410.05	\$ 93,262.55	\$5,139.95	94.78%	97.76%	83.33%
0033	Health Services	\$281,116.00	\$ 281,124.34	\$ 23,268.34	\$ 856.14	\$ 225,671.54	\$ 224,866.31	\$55,452.80	80.27%	85.64%	83.33%
0034	Student Transportation	\$2,010,000.00	\$ 2,010,000.00	\$ 129,267.04	\$ 155,808.58	\$ 1,401,383.36	\$ 1,475,640.51	\$608,616.64	69.72%	77.26%	83.33%
0035	Food Services	\$26,060.00	\$ 30,552.00	\$ -	\$ -	\$ 30,550.91	\$ 24,630.50	\$1.09	100.00%	94.51%	83.33%
0036	Extracurricular Activities	\$1,614,465.00	\$ 1,641,653.73	\$ 85,730.15	\$ 82,409.06	\$ 1,229,575.16	\$ 1,249,478.30	\$412,078.57	74.90%	64.46%	83.33%
0041	General Administration	\$1,532,923.00	\$ 1,533,609.00	\$ 104,000.47	\$ 98,853.31	\$ 1,148,265.63	\$ 1,110,684.18	\$385,343.37	74.87%	76.89%	83.33%
0051	Plant Maintenance & Operations	\$3,835,072.00	\$ 4,070,148.13	\$ 267,763.09	\$ 165,757.23	\$ 2,871,029.33	\$ 3,468,849.87	\$1,199,118.80	70.54%	79.25%	83.33%
0052	Security & Monitoring Services	\$547,719.00	\$ 552,959.00	\$ 47,418.52	\$ 40,101.46	\$ 480,275.33	\$ 466,071.52	\$72,683.67	86.86%	76.33%	83.33%
0053	Data Processing Services	\$1,236,008.00	\$ 1,236,008.00	\$ 38,785.05	\$ 413,657.08	\$ 877,919.79	\$ 1,370,681.72	\$358,088.21	71.03%	86.69%	83.33%
0061	Community Services	\$2,915.00	\$ 2,915.00	\$ -	\$ -	\$ 1,214.00	\$ 926.48	\$1,701.00	41.65%	99.84%	83.33%
0071	Debt Service	\$224,000.00	\$ 224,000.00	\$ -	\$ -	\$ 223,313.70	\$ 225,558.34	\$686.30	99.69%	84.01%	83.33%
0081	Facility Acquisition & Construction	\$0.00	\$ -	\$ -	\$ -	\$ -	\$ 691,776.37	\$0.00	#DIV/0!	99.97%	83.33%
0095	Payment to JJAEP	\$37,000.00	\$ 57,000.00	\$ -	\$ 2,665.00	\$ 39,940.00	\$ 30,865.00	\$17,060.00	70.07%	80.77%	83.33%
0099	Other Intergovernmental Charges	\$194,000.00	\$ 142,000.00	\$ 29,191.23	\$ -	\$ 87,573.69	\$ 92,047.05	\$54,426.31	61.67%	75.45%	83.33%
6030	TOTAL EXPENDITURES	\$33,113,653.00	\$ 33,497,136.00	\$2,450,604.67	\$ 1,663,221.85	\$25,973,589.00	\$27,211,769.95	\$7,523,547.00	77.54%	81.72%	83.33%
1100	Excess (Deficiency) of Revenues Over (Under) Expenditures	\$545,686.00	\$166,003.00	(\$120,505.76)	\$308,550.66	\$1,139,003.62	(\$1,521,312.36)				
	OTHER FINANCING SOURCES (USES)	(9)	(9)			(9)					
7910	Transfers In										
8910	Transfers Out	\$0.00	\$ -	\$ -			\$ -				
	TOTAL OTHER FINANCING SOURCES (USES)										
1200	Net Change in Fund Balance	\$545,686.00	\$166,003.00		(11)	\$1,139,003.62					
100	Fund Balance - Sept. 1	\$6,595,646.00	\$6,595,646.00		(12)	\$6,595,646.00					
3000	Fund Balance - Aug 31 (projected and unaudited)	\$7,141,332.00	\$6,761,649.00		(14)	\$7,734,649.62					

- (1) **2019-2020 Approved Budget** - The original budget approved by the Board for the 2019-2020 Fiscal Year
- (2) **2019-2020 Amended Budget** - The original budget approved by the Board plus or minus any Budget Change Requests posted to the budget as of the date of the report
- (3) **Monthly Current Year vs. Prior Year Revenues and Expenditures** - Cash received(revenues)/disbursed(expenditures) for the current month compared with the same period last year
- (4) **Year To Date Current Year vs. Prior Year Revenues and Expenditures** - Cash received(revenues)/disbursed(expenditures) for the current year compared with the same period last year
- (5) **Difference Between Amended Budget and Current Year To Date** - Figures in Column 2 less figures in Column 4 (Current Column) equals balance left to receive(revenues)/disburse(expenditures) for the remainder of the Fiscal Year
- (6) **Current Year To Date as A Percent of The 2019-2020 Amended Budget** - The percent of Current Year To Date revenues/expenditures to the 2019-2020 Amended Budget
- (7) **Prior Year To Date as A Percent of The 2019-2020 Budget** - Ther percent of Prior Year To Date revenues/expenditures from the 2019-2020 Budget
- (8) **Percent of Fiscal Year Elapsed as of The Date of The Report** - The percent of the Fiscal Year which has elapsed for the as of date of the report
- (9) **Excess of Revenues Over Expenditures** - The excess (deficiency) of Revenues over (under) expenditures for the Original Budget, Amended Budget and Current Year To Date columns
- (10) **Transfers In/Out** - The amount of any transfers made to the Approved Budget, Amended Budget or Current Year To Date Columns
- (11) **Net Change In Fund Balance** - The excess or deficiency of revenues over expenditures which would add to or take away from the beginning fund balance
- (12) **Fund Balance - September 1** - The District's audited General Fund Balance as of September 1 of the current fiscal year.
- (13) **Fund Balance - August 31** - The projected and unaudited General Fund Balance the District would have if revenue and expenditures are equal to the 2019-2020 Approved Budget or Amended Budget
- (14) **Fund Balance - August 31** - The projected and unaudited General Fund Balance the District would have if the fiscal year ended on the last day of the month of the report.

La Vega Independent School District
Statement of Unaudited Revenues and Expenditures - Budget vs. Actual

For the Period Ended 06/30/2020

6

CHILD NUTRITION FUND - 240

DATA CONTROL CODES	REVENUES	(1)	(2)	(3)		(4)		(5)	(6)	(7)	(8)
		2019-2020 APP BUD	2019-2020 AMEND BUD	MONTHLY CURRENT 06/30/2020	MONTHLY PRIOR YR 06/30/19	YEAR-TO-DATE CURRENT 06/30/2020	YEAR-TO-DATE PRIOR YR 06/30/19	DIFFERENCE AMEND BUD TO YTD CURR	CY YTD AS % OF BUDGET	PY YTD AS % OF BUDGET	% OF YEAR ELAPSED AS OF 06/30/2020
5700	LOCAL	\$149,700.00	\$ 149,700.00	\$ 10,346.18	\$ 13,873.50	\$ 95,673.34	\$ 151,581.74	\$ 54,026.66	63.91%	116.15%	83.33%
5800	STATE	\$66,307.00	\$ 66,307.00	\$ 5,489.08	\$ 4,045.07	\$ 63,779.15	\$ 56,631.29	\$2,527.85	96.19%	99.28%	83.33%
5900	FEDERAL	\$2,300,701.00	\$ 2,300,701.00	\$ 89,934.00	\$ 198,366.16	\$ 1,803,614.97	\$ 2,062,607.60	\$497,086.03	78.39%	90.67%	83.33%
7900	OTHER			\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!		83.33%
5020	TOTAL REVENUES	\$2,516,708.00	\$2,516,708.00	\$105,769.26	\$216,284.73	\$1,963,067.46	\$2,270,820.63	\$553,640.54	78.00%	99.81%	83.33%
	EXPENDITURES										
0011	Instruction			\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!		83.33%
0012	Instr Resources/Media Services			\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!		83.33%
0013	Curriculum & Staff Development			\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!		83.33%
0021	Instructional Leadership			\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!		83.33%
0023	School Leadership			\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!		83.33%
0031	Guidance, Counseling & Evaluation			\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!		83.33%
0032	Attendance & Social Services			\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!		83.33%
0033	Health Services			\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!		83.33%
0034	Student Transportation			\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!		83.33%
0035	Food Services	\$2,300,850.00	\$ 2,476,632.00	\$ 124,110.21	\$ 180,986.28	\$ 1,805,596.38	\$ 1,958,523.50	\$671,035.62	72.91%	78.54%	83.33%
0036	Extracurricular Activities			\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!		83.33%
0041	General Administration			\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!		83.33%
0051	Plant Maintenance & Operations	\$27,500.00	\$ 27,500.00	\$ 1,336.80	\$ 1,199.43	\$ 9,372.82	\$ 17,680.52	\$18,127.18	34.08%	64.29%	83.33%
0052	Security & Monitoring Services			\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!		83.33%
0053	Data Processing Services			\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!		83.33%
0061	Community Services			\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!		83.33%
0071	Debt Service			\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!		83.33%
0081	Facility Acquisition & Construction			\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!		83.33%
0095	Payment to JJAEP			\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!		83.33%
0099	Other Intergovernmental Charges			\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!		83.33%
6030	TOTAL EXPENDITURES	\$2,328,350.00	\$2,504,132.00	\$125,447.01	\$182,185.71	\$1,814,969.20	\$1,976,204.02	\$689,162.80	72.48%	86.20%	83.33%
1100	Excess (Deficiency) of Revenues Over (Under) Expenditures	\$188,358.00	\$12,576.00	(\$19,677.75)	\$34,099.02	\$148,098.26	\$294,616.61				
	OTHER FINANCING SOURCES (USES)	(9)	(9)			(9)					
7910	Transfers In										
8910	Transfers Out			\$ -	\$ -	\$ -	YTD				
	TOTAL OTHER FINANCING SOURCES (USES)										
1200	Net Change in Fund Balance	\$188,358.00	\$12,576.00		(11)	\$148,098.26					
100	Fund Balance - Sept. 1	\$592,644.00	\$592,644.00		(12)	\$592,644.00					
3000	Fund Balance - Aug 31 (projected and unaudited)		\$605,220.00		(14)	\$740,742.26					

La Vega Independent School District
Statement of Unaudited Revenues and Expenditures - Budget vs. Actual

For the Period Ended

06/30/2020

6

DEBT SERVICE FUND - 511

DATA CONTROL CODES	REVENUES	(1)	(2)	(3)		(4)		(5)	(6)	(7)	(8)
		2019-2020 APP BUD	2019-2020 AMEND BUD	MONTHLY		YEAR-TO-DATE		DIFFERENCE AMEND BUD TO YTD CURR	CY YTD AS % OF BUDGET	PY YTD AS % OF BUDGET	% OF YEAR ELAPSED AS OF 06/30/2020
				CURRENT 06/30/2020	PRIOR YR 06/30/19	CURRENT 06/30/2020	PRIOR YR 06/30/19				
5700	LOCAL	\$2,262,336.00	\$ 2,262,336.00	\$ 26,246.85	\$ 10,381.20	\$ 2,184,212.57	\$ 2,101,383.01	\$78,123.43	96.55%	102.29%	83.33%
5800	STATE	\$346,597.00	\$ 346,597.00	\$ -	\$ -	\$ 230,111.00	\$ 491,698.00	\$116,486.00	66.39%	85.02%	83.33%
5900	FEDERAL	\$279,741.00	\$ 279,741.00	\$ -	\$ -	\$ 131,198.53	\$ -	\$148,542.47	46.90%	0.00%	83.33%
7900	OTHER	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!	#DIV/0!	83.33%
5020	TOTAL REVENUES	\$2,888,674.00	\$2,888,674.00	\$26,246.85	\$10,381.20	\$2,545,522.10	\$2,593,081.01	\$343,151.90	88.12%	88.12%	83.33%
	EXPENDITURES										
0011	Instruction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!	#DIV/0!	83.33%
0012	Instr Resources/Media Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!	#DIV/0!	83.33%
0013	Curriculum & Staff Development	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!	#DIV/0!	83.33%
0021	Instructional Leadership	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!	#DIV/0!	83.33%
0023	School Leadership	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!	#DIV/0!	83.33%
0031	Guidance, Counseling & Evaluation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!	#DIV/0!	83.33%
0032	Attendance & Social Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!	#DIV/0!	83.33%
0033	Health Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!	#DIV/0!	83.33%
0034	Student Transportation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!	#DIV/0!	83.33%
0035	Food Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!	#DIV/0!	83.33%
0036	Extracurricular Activities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!	#DIV/0!	83.33%
0041	General Administration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!	#DIV/0!	83.33%
0051	Plant Maintenance & Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!	#DIV/0!	83.33%
0052	Security & Monitoring Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!	#DIV/0!	83.33%
0053	Data Processing Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!	#DIV/0!	83.33%
0061	Community Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!	#DIV/0!	83.33%
0071	Debt Service	\$2,526,398.00	\$ 2,526,398.00	\$ 1,182.50	\$ -	\$ 1,856,741.03	\$ 1,814,839.25	\$669,656.97	73.49%	70.56%	83.33%
0081	Facility Acquisition & Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!	#DIV/0!	83.33%
0095	Payment to JJAEP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!	#DIV/0!	83.33%
0099	Other Intergovernmental Charges	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00	#DIV/0!	#DIV/0!	83.33%
6030	TOTAL EXPENDITURES	\$2,526,398.00	\$2,526,398.00	\$1,182.50	\$0.00	\$1,856,741.03	\$1,814,839.25	\$669,656.97	73.49%	67.02%	83.33%
1100	Excess (Deficiency) of Revenues Over (Under) Expenditures	\$362,276.00	\$362,276.00	\$25,064.35	\$10,381.20	\$688,781.07	\$778,241.76				
	OTHER FINANCING SOURCES (USES)	(9)	(9)			(9)					
7910	Transfers In	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
8910	Transfers Out	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
	TOTAL OTHER FINANCING SOURCES (USES)										
1200	Net Change in Fund Balance	\$362,276.00	\$362,276.00		(11)	\$688,781.07					
100	Fund Balance - Sept. 1	\$2,863,700.00	\$2,863,700.00		(12)	\$2,863,700.00					
100	Less: Committed Fund Balance - Sept. 1					(\$2,714,489.51)					
3000	Fund Balance - Aug 31 (projected and unaudited)	\$3,225,976.00	\$3,225,976.00		(14)	\$837,991.56					
3000	Less: Committed Fund Balance-Aug 31 Available Fund Balance (projected and unaudited)	(14) \$3,225,976.00	\$3,225,976.00			\$837,991.56					

Property Value and State Funding Discussion

Presented for:

Board action Report/Review Only

Supporting documents:

None Attached Provided Later

Contact Person:

Ms. Diane Roepke

Background Information:

School FIRST Indicator #20 requires board discussion to enhance understanding of the relation of property values used in calculating state funding. Prior to HB 3 in the last legislative session, tax collections were based on the current property values certified by the State Comptroller but the district's state funding calculation was based on prior year property values. This is no longer the case since HB 3 changed the property value used for state funding to be current values which are certified by the State Comptroller and communicated to districts on July 25 of each year.

Fiscal Implication:

NA

Administrative Recommendation:

N/A

Motion:

Second:

For:

Against:

Abstain:

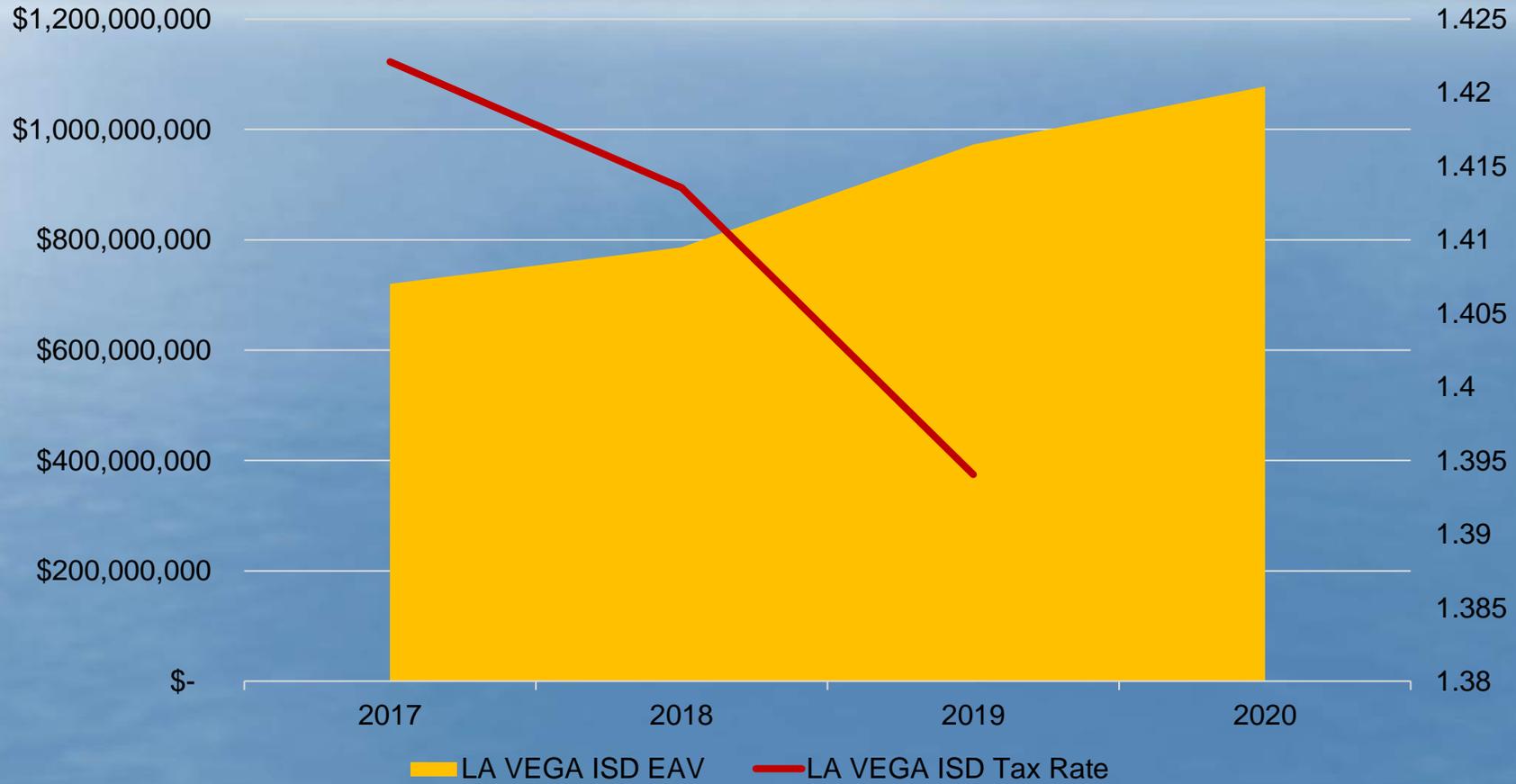
LA VEGA ISD

Property Value and State Funding

CORRELATION

- Property Value growth and state funding has a correlation that has become more complicated with the passing of HB 3. Property value growth affects the tax compression required for calculating the M&O tax rate, which in turn affects tax revenue and state funding. It is not a one-to-one relationship though.

PROPERTY VALUE & TAX RATE



PROPERTY VALUE GROWTH

	2018-19	2019-20	2020-21
Property Value	880,199,076	972,758,120	1,077,494,908
Growth %		10.52%	10.77%

ESTIMATED TAX RATE CALCULATION

- HB – 3 has a provision for school districts that does not allow a district to net more than 2.5% growth. Any growth over the 2.5% will compress that tax rate.
- TEA will calculate the 2020-21 Tier 1 Rate based on Property Growth. No District can have a Tier 1 rate that is less than 90% of the highest Tier 1 rate among all Districts
- Tier 1 tax rates will fall directly in proportion to increases in the local value.

Tax Rate Compression

- PV increases by **10%**
- $1.025/1.10 = .9318\%$
- $.93 \times .9318\% = 0.8665$ Estimated tax rate

Addition of additional pennies

- \$0.1383

Total Estimated M&O Tax

- \$1.0048

TEA TAX RATE ESTIMATE TEMPLATE

These numbers are illustrative only and do not constitute a legal opinion of the TEA, Districts should in all cases consult with their tax attorney before adopting a tax rate	
161906	<=Enter CDN
LA VEGA ISD	
District's total adopted TY 2019 M&O Tax rate	\$1.0683
Enter TY 2019 Tax effort adopted by district in response to a disaster under 26.08 (a-1), Tax Code	\$ -
District's total adopted TY 2019 M&O Tax rate net of pennies adopted to respond to disaster	\$1.0683
State Projected Property value growth percentage (from GAA)	4.01%
State compressed tax rate	\$0.9164
Enter Districts estimated property value growth (enter as fraction of 100 eg. .05 for 5% growth) ¹	10.00%
Greater of state or district value growth	10.00%
Maximum Tier one tax rate (limited to 90% of highest taxing district)	\$0.8665
Golden Pennies	\$0.0800
Copper Pennies	\$0.0583
Unequalized pennies for certain Harris County districts under special law	\$0.0000
TY 2020 Total tax rate with no increase	\$1.0048



TEA TAX RATE ESTIMATE TEMPLATE

These numbers are illustrative only and do not constitute a legal opinion of the TEA, Districts should in all cases consult with their tax attorney before adopting a tax rate

161906	<=Enter CDN
LA VEGA ISD	
District's total adopted TY 2019 M&O Tax rate	\$1.0683
Enter TY 2019 Tax effort adopted by district in response to a disaster under 26.08 (a-1), Tax Code	\$ -
District's total adopted TY 2019 M&O Tax rate net of pennies adopted to respond to disaster	\$1.0683
State Projected Property value growth percentage (from GAA)	4.01%
State compressed tax rate	\$0.9164
Enter Districts estimated property value growth (enter as fraction of 100 eg. .05 for 5% growth) ¹	4.00%
Greater of state or district value growth	4.01%
Maximum Tier one tax rate (limited to 90% of highest taxing district)	\$0.9164
Golden Pennies	\$0.0800
Copper Pennies	\$0.0583
Unequalized pennies for certain Harris County districts under special law	\$0.0000
TY 2020 Total tax rate with no increase	\$1.0547

STATE FUNDING CALCULATION

- Estimated Property Value @ **10%** growth = \$1,070,033,932
- Calculated Estimated M&O tax rate = \$1.0048 per \$100 valuation
- Estimated M&O tax collections @ 100% collection = \$10,751,701
- Estimated M&O tax collections @ 97% collection = \$10,429,150

- State funding based on ADA of **2,848**
- And based on 97% collection = \$19,983,072
 - *(other FTE assumptions same as PY)*

- State funding based on ADA of **2,800**
- And based on 97% collection = \$19,632,457
 - *(other FTE assumptions same as PY)*

STATE FUNDING CALCULATION

- Estimated Property Value @ 4% growth = \$1,011,668,445
- Calculated Estimated M&O tax rate = \$1.0547 per \$100 valuation
- Estimated M&O tax collections @ 100% collection = \$10,670,067
- Estimated M&O tax collections @ **97%** collection = \$10,349,965

- State funding based on ADA of **2,848**
- And based on 97% collection = \$20,279,131
 - *(other FTE assumptions same as PY)*

- State funding based on ADA of **2800**
- And based on 97% collection = \$19,927,109
 - *(other FTE assumptions same as PY)*

SUMMARY COMPARISON

Assumptions:	4% PV Growth 97% Collections 2,848 ADA	4% PV Growth 97% Collections 2,800 ADA	10% PV Growth 97% Collections 2,848 ADA	10% PV Growth 97% Collections 2,800 ADA
Estimated Tax Revenue	\$10,349,965	\$10,349,965	\$10,429,150	\$10,429,150
Estimated State Funding	\$20,279,131	\$19,927,109	19,983,072	\$19,632,457
Total Estimated Revenue from these Sources	\$30,629,096	\$30,277,074	\$30,412,222	\$30,061,607

Discussion and Possible Action on New Cohort Model and New Administrative Position at LVHS

Presented for:

Board action Report/Review Only

Supporting documents:

None Attached Provided Later

Contact Person:

Mr. Todd Gooden

Background Information:

Last month, Dr. Shields described to the Board the proposal by Dr. Rudd and Ms. Gibson to move the high school to a cohort model.

In order to move to the proposed cohort model, the District would need to add an additional assistant principal. Rather than add a position at this time of financial uncertainty, we are proposing that the District reassign a current high school employee, Dr. Charlotte Carlisle, who is currently serving as a Math Interventionist, into the role of Assistant Principal. Dr. Rudd and Ms. Gibson make this recommendation based upon Dr. Carlisle's experience and qualifications for the reassignment. We would not replace the Math Interventionist position. We believe this is the most cost efficient and effective way to move our high school to the cohort model proposed by Dr. Rudd and Ms. Gibson.

Fiscal Implication:

\$9,090.00

Administrative Recommendation:

Board approval of the contract recommendations as presented.

Motion: _____

Second: _____

For: _____

Against: _____

Abstain: _____

LA VEGA I.S.D.

THE LEADERS OF TOMORROW ARE LEARNING HERE TODAY

State Step	2020-2021 Salary Scale
0	\$ 45,000
1	\$ 45,600
2	\$ 46,200
3	\$ 46,800
4	\$ 47,400
5	\$ 48,000
6	\$ 49,688
7	\$ 50,288
8	\$ 50,888
9	\$ 51,488
10	\$ 52,088
11	\$ 52,688
12	\$ 53,288
13	\$ 53,888
14	\$ 54,488
15	\$ 55,088
16	\$ 55,688
17	\$ 56,288
18	\$ 56,888
19	\$ 57,488
20	\$ 58,088
21	\$ 58,688
22	\$ 59,288
23	\$ 59,888
24	\$ 60,488
25	\$ 61,088
26	\$ 61,688
27	\$ 62,288
28+	\$ 62,888

LA VEGA I. S. D. 2020 – 2021 PROFESSIONAL PAYGRADES

	Job Code	MINIMUM	MID-POINT	MAXIMUM
PAYGRADE: P-0 (Salaries are represented by daily rates.)				
TX ACE Family Engagement Specialist Instructional Assistant/Athletics	P-002 P-003	\$27,804	\$33,548	\$39,291
PAYGRADE: P-1 (Salaries are represented by annual rates.)				
Case Worker/Social Worker Speech Pathologist (non-ASHA certified) Student Services Liaison Speech Therapy Assistant (\$1,500 stipend) Migrant/LEP Specialist (Moved to P-207) Athletic Trainer Educational Diagnostician (\$10,000 stipend) Parent Liaison CATE Campus Coordinator (Move to P-211) Naval Science Instructor (\$6,000 stipend) Senior Naval Science Instructor (\$6,000 stipend) College, Career, & Military Advisor District PEIMS/Student Services Coordinator Behavior Interventionist PK Family Engagement Specialist	P-101 P-104 P-109 P-110 P-112 P-113 P-118 P-120 P-122 P-123 P-124 P-126 P-127 P-128 P-129	\$44,491	\$51,793	\$58,764
PAYGRADE: P-2 (Salaries are represented by annual rates.)				
LV Education Foundation Ex. Director Credit Recovery Specialist Student Services Specialist Instructional Facilitator Speech Pathologist (ASHA certified) Literacy Specialist Licensed Specialist/School Psychology (LSSP) TX ACE Site Coordinator EL Specialist CATE Campus Coordinator	P-201 P-203 P-204 P-205 P-206 P-207 P-208 P-209 P-210 P-211	\$50,567	\$60,966	\$71,575
PAYGRADE: P-3 (Salaries are represented by annual rates.)				
Asst. Principal –Instruction (PK-6) Asst. Principal – Instruction (7-12) Asst. Principal – Student Services (7-12) Director of Athletics Director of Music/Head Band Director Director of Technology Literacy Coordinator (Moved to P207) Director of Special Education (Moved to P-5) Instructional Technology Specialist TX ACE Project Director Asst. Director – Special Ed Asst. Athletic Director/Head Football Coach Asst. Principal for ECHS Associate Principal for Instruction - LVHS	P-301 P-302 P-303 P-304 P-305 P-306 P-307 P-308 P-309 P-310 P-311 P-312 P-313 P-314	\$55,455	\$67,049	\$78,653

LA VEGA I. S. D. 2018 - 2019 PROFESSIONAL PAYGRADES

<p>PAYGRADE: P-4 (Salaries are represented by annual rates.) Principal (Grades PK-6) Principal (Grades 7-8) Director of Early College/High School Dean of Advanced Studies (Inactive) Principal of Curriculum/Instruction</p>	<p>P-403 P-404 P-405 P-406 P-407</p>	<p>\$66,373</p>	<p>\$80,437</p>	<p>\$94,499</p>
<p>PAYGRADE: P-5 (Salaries are represented by annual rates.) Principal (Grades 9-12) Director of Bilingual Education & Sp. Programs Director of Secondary Education (Inactive) Director of Special Education</p>	<p>P-501 P-504 P-505 P-506</p>	<p>\$73,241</p>	<p>\$88,851</p>	<p>\$104,458</p>
<p>PAYGRADE: P-6 (Salaries are represented by annual rates.) Asst. Superintendent for Personnel & Administration Deputy Superintendent for Finance Asst. Supt. for Curriculum, Instruction, & Assessment</p>	<p>P-602 P-603 P-604</p>	<p>\$80,869</p>	<p>\$98,249</p>	<p>\$115,629</p>
<p>PAYGRADE: P-7 Inactive</p>	<p>P-701</p>	<p>Inactive</p>	<p>Inactive</p>	<p>Inactive</p>
<p>PAYGRADE: P-8 (Salaries are represented by annual rates.) Superintendent</p>	<p>P-801</p>	<p>\$98,829</p>	<p>\$120,197</p>	<p>\$141,563</p>

LA VEGA I. S. D. 2020 - 2021 SUPPORT PAYGRADES

	Job Code	MINIMUM	MID-POINT	MAXIMUM
PAYGRADE: S-0 (Wages are represented by hourly rates.) Temporary Clerical Aide	S-001	\$8.43	\$10.01	\$11.59
PAYGRADE: S-1 (Wages are represented by hourly rates.) Receptionist/Clerical Aide Instructional Aide Technology Assistant Receptionist	S-101 S-103 S-106 S-107	\$12.42	\$14.66	\$16.89
PAYGRADE: S-2 (Wages are represented by hourly rates.) Health Aide Special Assignment Aide (Computer Lab) Special Assignment Aide (ISS) Special Education Aide Special Assignment Aide Pirate Math Fellows Clerical Aide (Library) Bilingual Instructional Aide Asst. Principal Clerk	S-202 S-203 S-205 S-206 S-207 S-208 S-209 S-210 S-211	\$13.40	16.14	\$18.43
PAYGRADE: S-3 (Wages are represented by hourly rates.) Receptionist/Support Services Clerk Behavior Support Aide TX ACE Support Services Clerk	S-301 S-302 S-303	\$14.16	\$16.90	\$19.63
PAYGRADE: S-4 (Wages are represented by hourly rates.) Administrative Secretary Student Services/PEIMS Clerk Administrative Secretary (Food Service) Administrative Secretary (Police Dept./Athletic Dept.) Accounting/Personnel Clerk Admin. Secretary (Special Education) Administrative Secretary – Technology Help Desk Administrative Secretary – Maintenance Admin. Secretary – Success Academy Admin. Secretary – ECHS/CTE	S-401 S-402 S-403 S-404 S-405 S-406 S-407 S-408 S-409 S-410	\$15.09	\$18.08	\$21.07
PAYGRADE: S-5 (Wages are represented by hourly rates.) District Truancy Officer Licensed Vocational Nurse (LVN)	S-501 S-502	\$16.92	\$20.27	\$23.65

	Job Code	MINIMUM	MID-POINT	MAXIMUM
PAYGRADE: S-6 (Wages are represented by hourly rates.) Accounts Payable/Purchasing Clerk District PEIMS/Student Services Clerk (Inactive) Employee Benefits/Payroll Clerk	S-601 S-602 S-604	\$18.58	\$22.30	\$26.03
PAYGRADE: S-7 (Wages are represented by hourly rates.) Admin. Asst. to the Supt/Public Info. Officer Admin. Asst. for Personnel & Admin. Services Admin. Asst. for Business Services Technology – Systems Engineer Admin. Asst. for Instructional Services	S-701 S-702 S-703 S-704 S-705	\$21.06	\$25.27	\$29.50
PAYGRADE: S-8 (Wages are based on 8 hour days.) Technology Systems Administrator Asst. Director of Technology/Systems Administrator	S-801	\$24.55	\$29.63	\$34.75

LA VEGA I. S. D. 2020 - 2021 AUXILIARY PAYGRADES

	Job Code	MINIMUM	MID-POINT	MAXIMUM
PAYGRADE: A-1 (Wages are represented by hourly rates.) Cafeteria Worker Security/Patrol Clerk Cafeteria Monitor Temporary Auxiliary	A-101 A-103 A-104 A-105	\$10.53	\$12.15	\$13.77
PAYGRADE: A-2 (Wages are represented by hourly rates.) Cook I (Inactive) Custodian Relief Custodian Cook	A-201 A-202 A-203 A-204	\$10.95	\$12.82	\$14.66
PAYGRADE: A-3 (Wages are represented by hourly rates.) Inactive		\$11.78	\$14.01	\$16.26
PAYGRADE: A-4 (Wages are represented by hourly rates.) General Maintenance I Assistant Cafeteria Manager	A-401 A-402 A-403	\$12.85	\$15.20	\$17.59
PAYGRADE: A-5 (Wages are represented by hourly rates.) Cafeteria Manager Head Custodian General Maintenance II Food Service/Warehouse Manager Child Nutrition Services Specialist	A-501 A-502 A-503 A-504 A-505	\$14.07	\$16.81	\$19.55
PAYGRADE: A-6 (Wages are represented by hourly rates.) Lead man - General Maintenance Lead man - Grounds Maintenance	A-601 A-603	\$15.39	\$18.36	\$21.35
PAYGRADE: A-7 (Wages are represented by hourly rates.) Maintenance/HVAC & Refrigeration Technician	A-702	\$18.23	\$21.84	\$25.46
PAYGRADE: A-8 (Wages are represented by hourly rates.) Assistant Maintenance Director/Lead Technician Custodial Supervisor Lead HVAC Technician	A-801 A-802 A-803	\$19.11	\$23.08	\$27.06
PAYGRADE: A-9 (Wages are represented by hourly rates.) Director of Maintenance Chief of Police Police Officer	A-901 A-902 A-903	\$24.42	\$29.41	\$34.39

Director of Custodial Services	A-904			
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Consider Contract Recommendation for Director of Music/Head Band Director

Presented for:

Board action Report/Review Only

Supporting documents:

None Attached Provided Later

Contact Person:

Mr. Todd Gooden

Background Information:

The Board of Trustees of any independent school district may employ by contract a superintendent, a principal or principals, teachers, or other executive officers for a term not to exceed the maximum specified in this section. In those independent school districts with a scholastic population of fewer than 5,000, the term of such contracts shall not exceed three years. The personnel department, campus principals, and management teams interview and check references on each applicant who makes application to become a member of the staff of the La Vega Independent School District.

Dr. Shields and I are conducting the final interview on an applicant at 10:00 a.m. July 21, 2020. We hope to present our candidate for hire at the Board meeting.

Fiscal Implication:

Personnel salaries are a budgeted item.

Administrative Recommendation:

Board approval of the contract recommendations as presented.

Motion: _____

Second: _____

For: _____

Against: _____

Abstain: _____

Consider Teacher and Professional Employee Contract Recommendations

Presented for:

Board action Report/Review Only

Supporting documents:

None Attached Provided Later

Contact Person:

Mr. Todd Gooden

Background Information:

The Board of Trustees of any independent school district may employ by contract a superintendent, a principal or principals, teachers, or other executive officers for a term not to exceed the maximum specified in this section. In those independent school districts with a scholastic population of fewer than 5,000, the term of such contracts shall not exceed three years. The personnel department, campus principals, and management teams interview and check references on each applicant who makes application to become a member of the staff of the La Vega Independent School District.

Fiscal Implication:

Personnel salaries are a budgeted item.

Administrative Recommendation:

Board approval of the contract recommendations as presented.

Motion:

Second:

For:

Against:

Abstain:

LV Personnel Recommendations for employees

The following employees are recommended for employment for the 2020- 2021 school year.

Name	Assignment
Melissa Moreno	Health Science/CNA Instructor/LVHS Replacing: Sharlet Bond
Ginger Murnahan	7 th Grade ELAR/LVJH Replacing: Elizabeth Mickey
James Villa	Instructional Technology Specialist/FRC Replacing: Ann Garrett
LaToya Willis	Health Science/CNA Instructor/LVHS Replacing: Tiffany Nelms

I hereby authorize the administration to utilize my signature stamp to issue contracts to personnel and approve resignations as recommended herein.

President, La Vega ISD Board of Trustees
July 21, 2020

CLOSED MEETING

Presented for:

Board action Report/Review Only

Supporting documents:

None Attached Provided Later

Contact Person:

Board President

Background Information:

The Board may enter into a closed meeting after the following requirements have been met:

1. A quorum of the Board has first been convened in open meeting for which notice has been given.
2. The presiding officer has publicly announced in open meeting that a closed meeting will be held.
3. The presiding officer has identified the section or sections of the Open Meetings Act or other applicable statutes that authorize the holding of such closed meeting.

Fiscal Implication:

N/A

Administrative Recommendation:

N/A

A closed meeting was declared:

_____ Beginning Time

_____ Date

_____ Sections of the Texas Government Code

_____ Ending Time

ADJOURNMENT

Motion: _____

Second: _____

For: _____

Against: _____

Abstain: _____

Date and Time: _____