

Agenda of Regular Meeting And Public Hearing on Corrective Action Plans



The Board of Trustees DeSoto Independent School District

A Regular Meeting And Public Hearing on Corrective Action Plans of the Board of Trustees of DeSoto Independent School District will be held September 28, 2020, beginning at 6:30 PM.

Due to health and safety concerns related to the COVID-19 coronavirus, this meeting will be conducted by videoconference or telephone call. At least a quorum of the board will be participating by videoconference or telephone call in accordance with the provisions of Sections 551.125 or 551.127 of the Texas Government Code that have not been suspended by order of the governor.

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

1. BOARD ORGANIZATION AND OPERATIONS

- A. Welcome, Invocation, Pledges, District Mission Statement and Emergency Statement by Board, Establish Quorum

2. PUBLIC HEARING ON CORRECTIVE ACTION PLANS

- A. Board CAP Update
- B. Administration CAP Update

3. PUBLIC COMMENTS ON CAP

4. CLOSE PUBLIC HEARING

5. CELEBRATIONS/SPECIAL RECOGNITIONS

6. SUPERINTENDENT'S INFORMATION/DISCUSSION ONLY

- A. July Financials

B. August Tax Collections

7. CONSENT ITEMS (All items may be acted upon at the same time by Board of Trustees)

A. Consideration and approval of TASB Update 115 - Second Read

B. Consideration and approval of EIC (Local) Policy Update - Second Read

C. Consideration and approval of JJAEP Memorandum Of Understanding

D. Consideration and approval of Minutes from Previous Meetings

E. Consideration and approval of Resignation of Trustee Aubrey Christopher Hooper

F. Consideration and approval of Declare Emergency at Warehouse to Permit Noncompetitive Proposal

G. Consideration and approval on recommendation of additional audit services to be provided by Whitney Penn

8. ACTION/DISCUSSION ITEMS (Action Requested)

9. PUBLIC COMMENTS

**10. EXECUTIVE SESSION
CLOSED SESSION**

A. Pursuant to Texas Government Code Section 551.071, Consultation with District Legal Counsel regarding TEA Special Accreditation Investigation 2021-09-001.

B. Pursuant to Texas Government Code Section 551.074 (Personnel) Administration Recommendation to hire Deputy Chief Academic Officer.

11. OPEN SESSION ACTION ITEM

A. Consider and take possible action on TEA Special Accreditation Investigation 2021-09-001.

B. Consideration and possible action to ratify the Administration Recommendation to hire Deputy Chief Academic Officer.

12. ADJOURN

DeSoto ISD

Board Corrective Action Plan (CAP)

What's Working

What's working is that we have shared values even though we have different views of how to express those values. We all generally are concerned about students. We are all concerned about the rigor, or lack of rigor, in the classroom. We are all concerned with having discipline in our classrooms and in our hallways. We are all concerned about student safety and health. And we are all educators. In addition, Board Members are hardworking and take the role seriously. We show up at the meetings, we prepare in advance, and we study issues deeply.

What's Not Working

We are all educators which, while a plus in some ways, has been a minus in some ways because we all have ideas about how we think the district should be run. Our lack of diversity professionally also means that there are areas of expertise that we don't possess. This, combined with being deeply opinionated, has led to strong disagreements internally and with staff.

In addition, we don't always communicate effectively. Part of that lack of communication comes from our not knowing each other well so that we can better understand where we are coming from.

Objectives & Progress Measures

Set the Vision: The Board's LSG implementation scores for Vision sections will increase from 8 on Oct 1, 2020 to 37 by April 1, 2021.

- The number of COVID-adjusted, Board-adopted student outcome goals with progress measures will increase from 0 on Oct 1, 2020 to no more than 5 by Feb 1, 2021.
- The number of post-emergency Board-adopted constraints with progress measures will increase from 0 on Oct 1, 2020 to no more than 5 by Feb 1, 2021.
- The number of months covered by a new monitoring calendar will increase from 0 on Oct 1, 2020 to at least 36 by Mar 1, 2021.

Focus on the Vision: The Board's LSG implementation scores for Accountability¹ and Structure sections will increase from 0 on Oct 1, 2020 to 24 by April 1, 2021.

- The full Board will conduct an agenda evaluation by Jan 1, 2021.
- The Board agenda for the monthly meetings will be redesigned to focus at least 50% of time on monitoring progress toward the Board goals by Feb. 1, 2021.
- The Board will improve its focus on student outcomes during board meetings from 0% on Oct 1, 2020 to at least 50% by Apr 1, 2021.
- The number of questions per month asked at a Board meeting that were answered in the pre-read material will decline from unknown on Oct 1, 2020⁴ to 0 by Apr 1, 2021.

Communicate the Vision: The Board's LSG implementation scores for Advocacy and Unity sections will increase from 1 on Oct 1, 2020 to 18 by April 1, 2021.

- The number of times per year that the Board reports on student progress to the community will increase from 0 times per quarter on Oct 1, 2020 to at least 1 time per quarter by Apr 1, 2021.
- The number of times each month when a Board member speaks out against a vote of the Board will decrease from unknown on Oct 1, 2020 to 0 by Apr 1, 2021.
- The number of comments made by Board members to staff or other Board members during Board meetings in a disrespectful tone as judged by the Conservator will decrease from unknown on Oct 1, 2020 to 0 by Apr 1, 2021.
- The Board will adopt at least one constraint clarifying the Board's expectation for superintendent communication prior to decision making by Feb 1, 2021.

Implement the Vision: The sections of the Board's operating procedures manual updated to reflect the Board's vision will increase from 0 on Oct 1, 2020 to 3 by Apr 1, 2021.

- The Board will adopt a revised operating procedure regarding required elements of a board item by Feb 1, 2021.
- The Board will adopt a revised operating procedure regarding budget adoption timeline by Feb 1, 2021.
- The Board will adopt a revised operating procedure regarding expected Board Member communication norms by Feb 1, 2021.

Monthly Monitoring Schedule

The Board will review progress relative to its CAP on a monthly basis during Board meetings. The Board Chair will be responsible for providing the update and tracking the Board's progress during the six months of this CAP.

Administration Corrective Action Plan

September 2020

What's Working

Academics: During the 2019-2020 school year, the department of Teaching and Learning created curriculum and curriculum guides (YAGs, IPGs) for grade levels across the district and instituted a system of common assessments to track student progress towards mastery of that curriculum. Weekly data packets were provided to school leaders that tracked indicators from attendance and discipline to grade distribution and student progress. After each common assessment and benchmark cycle, school leaders created and monitored action plans to ensure continued improvement in classrooms. This cycle yielded results, with January benchmark data showing students on progress to make substantial growth (projected 85 - 86 'B' on accountability).

Finance: The existing Finance Team is eager to work together to help resolve district finances including being open to growth and development. Since knowledgeable, experienced leadership was lacking, the district is again working with the former Interim CFO to help with year-end close and verify accuracy of payroll budget for FY 21.

HR: Establishment of regular meetings among Human Resources, Finance and Payroll allows for better understanding of how processes are interconnected and opens the lines of communication to create collaborative solutions. Regular meetings allow the needs of each department to be communicated openly with designation of responsibilities and timelines of deliverables.

Governance: Administration worked to improve the efficiency and effectiveness of Board meetings which included developing a Board presentation template and agenda item overview cover sheet. Internally, Administration set deadlines to ensure that relevant and complete information was included in the Board packet. The Chief of Staff also assumed supervision of the Senior Executive Assistant to the Board of Trustees which allowed for direct, frequent, immediate support and collaboration.

What's Not Working

Academics: The Department has not consistently implemented a comprehensive system or structure that leads to sustainable academic improvement. A coordinated approach to professional development and data analysis is needed. A consistent framework for the implementation of PLCs is needed to support all learners.

Finance: The workload for a district the size of Desoto in the Finance Department needs to be addressed because it is not working under the current staffing model. The decision was made to eliminate a professional accounting position and redistribute the workload, but it has now become apparent that this is very exhausting for the staff.

Human Resources: Many Human Resources processes take too long, and there is a lack of documented processes, records and proper systems. Processes and timelines are often not communicated externally. There is a lack of staff for the magnitude of tasks expected from the department. In addition, some policies are outdated and there is a general lack of understanding of district policies and procedures throughout the district.

Governance: For the past two years, the district has held numerous Board Meetings with several extending well into the late hours of the evening. In addition, while Administration attempted to implement and follow a timeline for Board content submissions, the team did not consistently provide trustees with the Board Packet at least 10 days in advance of the meeting.

Objectives & Progress Measures

Academics: Establish and implement an effective curriculum management system and structure that monitors the delivery of high-quality curricula and improves student learning. DeSoto ISD will implement 10 of the 19 target priorities, as identified by the LBB & Norris Audits, by February 1, 2020.

Progress Measure 1: Provide bi-monthly targeted professional development and coaching support for teachers and campus administrators on the district curriculum and high-yield instructional strategies. These sessions will increase from an average of 1 to 2 per month through March 2021. **(LBB Recommendations 12,15, Norris Evaluation-PD 5,6)**

Progress Measure 2: Design bi-monthly PLCs that increase teacher collaboration on effective instructional strategies that lead to improved student learning. The average score on the PLC rubric will go from unknown to a 2 by March 2021. **(LBB Recommendations 15; Norris Evaluation C1-4,CMS-2,3,4)**

Progress Measure 3: Increase campus administrative walkthroughs and the number of short formative observations and coaching cycles for teachers (virtual and in- person) to assess curriculum delivery, improve teacher practice, and increase student learning. The number of monthly walkthroughs and short formative observation and coaching cycles per campus will increase from 10 to 20 by March 2021. **(Norris Evaluation-CIA 10)**

Progress Measure 4: Implement Rtl teams on each campus to identify and support all learners. Monthly submissions to the Rtl coordinator will increase from an unknown average to at least one submission per campus by March 2021. **(LBB Recommendation-13; Norris Evaluation-Rtl1,4)**

Progress Measure 5: Increase the number of campus 'Data Dives' that result in concrete leadership action and quantifiable improvement in identified areas from 0-30 by March 2021. **(LBB Recommendation 10,20;Norris Evaluation CMS-11,12,13)**

Finance: Improve the FIRST financial rating from a low C in FY20 (18/19 school year) to a high C in FY22 (20/21 school year) by obtaining an unmodified opinion and no material weaknesses in internal controls on the FY20 end of year audit.

Progress Measures Phase One

Progress Measure 1: Ensure that all bank reconciliations are completed for FY20 and current FY21 months by November 30, 2020. **(Region 10/Financial Consultant Review)**

Progress Measure 2: Ensure that all year-end state revenue is accrued by October 31, 2020. **(Region 10/Financial Consultant Review)**

Progress Measure 3: Ensure that all delinquent tax receivables and the 60-day tax collections at year-end are recorded in the general ledger and ensure that the Summary of Tax Collections and Receivables J-1 schedule is recorded by October 31, 2020. **(Region 10/Financial Consultant Review)**

Progress Measure 4: Ensure that all FY20 payroll liabilities are accurately reconciled by October 31, 2020. **(Region 10/Financial Consultant Review)**

Progress Measure 5: Ensure that all FY20 invoices are received and paid out in order to certify the FY20 year-end fund balance by October 31, 2020. (***Region 10/Financial Consultant Review***)

Progress Measures Phase Two

Progress Measure 1: Ensure that TRS On Behalf year-end entry is properly recorded by November 30, 2020. (***Region 10/Financial Consultant Review***)

Progress Measure 2: Ensure that all 15 FY20 federal grants have a final year end journal entry and that all year-end processes have been completed by November 30, 2020. (***Region 10/Financial Consultant Review***)

Progress Measure 3: Ensure that all overstated funds like Indirect Cost (IDC), Transportation, and any other errors and incomplete year-end entries, are corrected by November 30, 2020. (***Region 10/Financial Consultant Review***)

Finance: Improve the FIRST financial rating from a low C in FY20 (18/19 school year) to a high C in FY22 (20/21 school year) by ensuring the accuracy and proper implementation of the FY21 budget.

Progress Measure 1: Ensure that the FY21 revenue and payroll budgets for General Fund (199) and Food Service Fund (240) have been posted into TEAMS by September 30, 2020. (***Region 10/Financial Consultant Review***)

Progress Measure 2: Ensure that the FY21 non-payroll budget for general operating fund (199) matches the Board approved budget and all inaccuracies and omissions are reconciled by October 30, 2020. (***Region 10/Financial Consultant Review***)

Progress Measure 3: Ensure the FY21 General Fund payroll budget adopted by the Board accurately reflects the current staff working in the district and all salaries, stipends and benefits are correct and budgeted by October 30, 2020. (***Region 10/Financial Consultant Review***)

Human Resources: Establish, administer and maintain district Human Resources-focused policies, programs and initiatives effectively and efficiently. By March 2021, provide resolutions to five of the 11 recommendations from the Region 10/HR Consultant Review and the Legislative Budget Board (LBB) while maintaining internal customer satisfaction and meeting budget constraints.

Progress Measure 1: By October 31, 2020, ensure position control accurately reflects all positions allocated to campuses/departments through staffing allocations. (***Region 10/HR Consultant Review***)

Progress Measure 2: Human Resources will establish a quarterly employee feedback review tool by March 2021 for employee retention identified under conservator recommendation. DeSoto ISD will decrease voluntary employee turnover rate by 5% for 2020-2021 school year. (***LBB Recommendation 27***)

Progress Measure 3: By January 2021, Human Resources will create a formal review schedule for all personnel policies. Focus on the development of regulations, exhibits and Administrative Manual for DEC, DEA and DNA by March 2021. (***LBB Recommendation 28***)

Progress Measure 4: By February 2021, Human Resources will update all personnel files for

federal, state and local compliance. **(LBB Recommendation 29)**

Governance: At least 10 days before each Board meeting, Administration will provide the Board of Trustees with a complete Board Packet so that trustees can make well-informed decisions regarding district governance.

Progress Measure 1: For each Board meeting, Administration will provide all board items, including support materials and staff presentations, to board members at least 10 days prior to the board meeting during which the items will be considered. Any items not provided to the board at least 10 days in advance will not be eligible for consideration and will be moved to the next meeting agenda.

Progress Measure 2: Board members will have four days to submit questions about the agenda items to the Superintendent. Administration will have two days to create a Q&A document of responses. Administration will provide the Q&A document prior to every Board meeting. Board members will have the following day to request items be removed from consent and placed on action for discussion and voting. If at least three board members request an item to be moved from consent to action by 73 hours prior to the board meeting (usually 5 PM Friday), the board secretary will make the change. The board secretary will post the final agenda 72 hours in advance in accordance with state law.

Progress Measure 3: Administration will always provide recommendations for items that require Board approval and will include the recommendations and potential motion language as part of the Board agenda item overview document (cover sheet).

Monitoring Schedule

Each department will review progress relative to its objective(s) on a frequent basis during staff meetings. In addition, Administration will review progress relative to the overall Corrective Action Plan on a monthly basis during Cabinet meetings. Administration will be responsible for providing an update and tracking progress during the six months of this Corrective Action Plan.



DeSoto ISD

Meeting Date: September 28, 2020

Meeting Type: Regular

Item Category: Celebrations & Recognitions

Primary Contact: Dr. D'Andre Weaver

Presenter(s)/Contact(s): Jacquinette Murphy

Celebrations

- **DeSoto High School Student Recognition:** Tyree Roberts, DHS senior who received an award of excellence from the Congress of Future Medical Leaders.
- **DeSoto Chartwells Child Nutrition Department:** We will celebrate the work of providing over 267,000 Grab and Go Meals during the facility closure during the COVID-19 Pandemic and also Chef Appreciation Week mention.
- **DeSoto ISD Technology Department:** Celebrating their success and responsiveness of the team in the first five days of the school year.
- **PPE Donations to the District:** We are planning to recognize the donors of the PPE equipment following the fire.

Recognitions

- **DeSoto Early College High School Staff Receives Humanities Texas Outstanding Teaching Award:** We will recognize Cora Garner, ECHS teacher, for her selection for this state award. (Award presentation will occur from Humanities Texas)
- **Proclamation: National GEAR UP Week:** We will recognize this week's focus on college, career and military readiness that is celebrated September 21-25. We will share the proclamation at the board meeting.
- **Proclamation: Hispanic Heritage Month:** We will share a proclamation and brief student performance in celebration of the staff and students in our community.
- **Trustee Hooper Farewell –** We will recognize his service and final meeting.



DeSoto ISD

Meeting Date: September 28, 2020

Meeting Type: Regular

Item Category: Board Report

Primary Contact: Dr. D'Andre Weaver

Presenter(s)/Contact(s): Ben Miraglia

Item Name: Financial Report as of July 31, 2020

Item Summary:

	Year to Date			Fund Balance *
	Revenue	Expenditures		
General Fund	\$ 2,388,719	\$ 2,612,592		\$ 11,305,715
Debt Service Fund	\$ 31,110	\$ 381,765		\$ 9,962,396
Food Service Fund	\$ 187,687	\$ 21,921		\$ 1,062,043

* = unaudited

Policy Reference: CFA

Related Board Goal: N/A

Related District FOCUS Priority: Fiscal Management

Currently Budgeted? Yes No No Budgetary Impact

Fiscal Implications/Funding Source: N/A

Completion or Implementation Timeline: N/A

Recommendation: N/A

Action Required: None

Attachments: Financial Report as of July 31, 2020

DESOTO INDEPENDENT SCHOOL DISTRICT
Debt Service Financial Statement
For the Period Ending
July 31, 2020

	CURRENT YEAR						PRIOR YEAR		
	BUDGET	07/01/20 to 07/31/20 ACTUAL	%YTD	07/31/20 MTD ACTUAL	%MTD	(OVER) UNDER YTD BUDGET	BUDGET	07/01/19 to 07/31/19 YTD ACTUAL	%YTD
REVENUES									
Local Resources									
Property Tax Revenue									
5711 Taxes, Current Year Levy	\$ 14,936,226	\$ 15,921	0.1%	\$ 15,921	100.0%	14,920,305	\$ 14,558,193	\$ 23,936	0.2%
5712 Taxes, Prior Years	55,000	4,958	9.0%	4,957	100.0%	50,042	71,200	831	1.2%
5719 Penalties, Interest, and Other Tax Revenues	65,000	7,613	11.7%	7,613	100.0%	57,387	58,000	5,527	9.5%
Total Property Tax Revenue	15,056,226	28,492	0.2%	28,491	100.0%	15,027,734	14,687,393	30,295	0.2%
Other Local Revenue									
5742 Earnings from Investments	50,000	2,619	5.2%	2,619	100.0%	47,381	123,000	22,389	18.2%
5769 Miscellaneous Revenues from Intermediate Sources	-	-	--	-	--	-	200	-	0.0%
Total Other Local Resources	50,000	2,619	5.2%	2,619	100.0%	47,381	123,200	22,389	18.2%
Total Local Resources	15,106,226	31,110	0.2%	31,110	100.0%	15,075,116	14,810,593	52,684	0.4%
State Resources									
5829 State Program Revenues Distributed by TEA	142,438	-	0.0%	-	--	142,438	-	-	--
Total State Resources	142,438	-	0.0%	-	--	142,438	-	-	--
TOTAL REVENUES	\$ 15,248,664	\$ 31,110	0.2%	\$ 31,110	100.0%	\$ 15,217,554	\$ 14,810,593	\$ 52,684	0.4%
EXPENDITURES									
71 DEBT SERVICE									
6511 Principal on Long Term Debt	6,576,761	381,765	5.8%	381,765	100.0%	6,194,996	8,035,000	-	0.0%
6521 Interest on Long Term Debt	288,963	-	0.0%	-	--	288,963	3,552,941	4,360	0.1%
6599 Bond Issuance Cost and Fees	-	-	--	-	--	-	4,000	1,200	30.0%
TOTAL DEBT SERVICE	6,865,724	381,765	5.6%	381,765	100.0%	6,483,959	11,591,941	5,560	0.0%
TOTAL EXPENDITURES	\$ 6,865,724	\$ 381,765	5.6%	\$ 381,765	100.0%	\$ 6,483,959	\$ 11,591,941	\$ 5,560	0.0%
Excess (Deficiency) of Revenues over (under) Expenditur	8,382,940	(350,655)		(350,655)		8,733,595	3,218,652	47,124	
OTHER FINANCING SOURCES (USES)									
7911 Issuance of Bonds	-	-	--	-	--	-	-	-	--
7915 Transfers In	-	-	--	-	--	-	-	-	--
7916 Premium or Discount on Issuance of Bonds	-	-	--	-	--	-	-	-	--
8949 Payment to Escrow Agent	-	-	--	-	--	-	-	-	--
TOTAL OTHER FINANCING SOURCES (USES)	-	-	--	-	--	-	-	-	--
NET CHANGE IN FUND BALANCE	8,382,940	(350,655)		(350,655)			3,218,652	47,124	
BEGINNING FUND BALANCE	10,313,051	10,313,051					3,981,151	3,981,151	
ENDING FUND BALANCE	\$ 18,695,991	\$ 9,962,396					\$ 10,418,455	\$ 4,075,399	

DESOTO INDEPENDENT SCHOOL DISTRICT
Food Service Financial Statement
For the Period Ending
July 31, 2020

	CURRENT YEAR						PRIOR YEAR			
	BUDGET	07/01/20 to 07/31/20 ACTUAL	%YTD	07/31/20 MTD ACTUAL	%MTD	(OVER) UNDER YTD BUDGET	BUDGET	07/01/19 to 07/31/19 YTD ACTUAL	%YTD	
REVENUES										
Local Resources										
5742 Earnings from Investments	\$ -	\$ 0	--	\$ 10	3803.7%	\$ (0)	\$ 3,000	\$ 1	0.0%	
5744 Revenue from Foundations, Other Nonprofit Organizations, Gifts, and Bequests	\$ -	\$ -	0.0%	\$ -	0.0%	\$ -	\$ -	\$ -	--	
5751 Food Service Activity	-	10	--	10	100.0%	(10)	960,400	594	0.1%	
5769 Miscellaneous Revenues from Intermediate Sources	-	-	--	-	--	-	-	-	--	
Total Local Resources	-	10	--	20	197.4%	(10)	963,400	595	0.1%	
State Resources										
5829 State Program Revenues Distributed by TEA	-	-	--	-	--	-	30,000	-	0.0%	
5831 Teacher Retirement - On-Behalf Payments	-	-	--	-	--	-	105,000	669	0.6%	
Total State Resources	-	-	--	-	--	-	135,000	669	0.5%	
Federal Resources										
5921 School Breakfast Program	922,596	43,810	4.7%	43,810	100.0%	878,786	1,285,000	6,872	0.5%	
5922 National School Lunch Program	2,469,830	69,786	2.8%	69,786	100.0%	2,400,044	3,440,000	21,325	0.6%	
5923 USDA Commodities	301,549	-	0.0%	-	--	301,549	420,000	-	0.0%	
5929 Federal Revenues Distributed Directly from the Federal Government	548,154	74,081	13.5%	74,081	100.0%	474,074	662,000	-	0.0%	
Total Federal Resources	4,242,130	187,677	4.4%	187,677	100.0%	4,054,453	5,807,000	28,198	0.5%	
TOTAL REVENUES	\$ 4,242,130	\$ 187,687	4.4%	\$ 187,697	100.0%	\$ 4,054,443	\$ 6,905,400	\$ 29,461	0.4%	
EXPENDITURES										
35 FOOD SERVICES										
6100 Payroll Costs	361,310	18,344	5.1%	18,344	100.0%	342,966	361,310	13,918	3.9%	
6200 Professional and Contracted Services	3,439,694	3,577	0.1%	3,577	100.0%	3,436,117	5,980,500	99,111	1.7%	
6300 Supplies and Materials	299,941	-	0.0%	-	--	299,941	521,500	567	0.1%	
6400 Other Operating Expenses	54,064	-	0.0%	-	--	54,064	94,000	58	0.1%	
6600 Capital Outlay - Land, Buildings, and Equipment	87,121	-	0.0%	-	--	87,121	151,474	-	0.0%	
TOTAL FOOD SERVICES	4,242,130	21,921	0.5%	21,921	100.0%	4,220,209	7,108,784	113,654	1.6%	
TOTAL EXPENDITURES	\$ 4,242,130	\$ 21,921	0.5%	\$ 21,921	100.0%	\$ 4,220,209	\$ 7,108,784	\$ 113,654	1.6%	
Excess (Deficiency) of Revenues over (under) Expenditures	0	165,766		165,776		(165,766)	(203,384)	(84,193)		
NET CHANGE IN FUND BALANCE	0	165,766		165,776			(203,384)	(84,193)		
BEGINNING FUND BALANCE	896,277	896,277					966,741	966,741		
ENDING FUND BALANCE	\$ 896,278	\$ 1,062,043					\$ 763,357	\$ 882,549		

DESOTO INDEPENDENT SCHOOL DISTRICT
General Fund Financial Statement
For the Period Ending
July 31, 2020

	CURRENT YEAR						PRIOR YEAR		
	07/01/20 to 07/31/20			07/31/20			(OVER) UNDER YTD BUDGET		
	BUDGET	ACTUAL	%YTD	MTD ACTUAL	%MTD	YTD BUDGET	BUDGET	YTD ACTUAL	%YTD
EXPENDITURES									
11 INSTRUCTION									
6100 Payroll Costs	\$ 37,398,504	\$ 529,729	1.4%	\$ 529,729	100.0%	36,868,775	\$ 40,925,105	801,583	2.0%
6200 Professional and Contracted Services	1,101,650	856	0.1%	856	100.0%	1,100,794	1,785,029	144,198	8.1%
6300 Supplies and Materials	1,001,478	83,591	8.3%	83,591	100.0%	917,887	995,097	22,370	2.2%
6400 Other Operating Expenses	218,903	605	0.3%	605	100.0%	218,298	328,352	2,693	0.8%
6600 Capital Outlay - Land, Buildings, and Equipment	-	-	--	-	--	-	-	-	--
TOTAL INSTRUCTION	39,720,535	529,729	1.3%	614,781	116.1%	39,105,754	44,033,584	970,844	2.2%
12 INSTRUCTIONAL RESOURCES AND MEDIA SERVICES									
6100 Payroll Costs	148,927	2,441	1.6%	2,441	100.0%	146,486	236,419	9,474	4.0%
6200 Professional and Contracted Services	-	-	--	-	--	-	486	-	0.0%
6300 Supplies and Materials	20,900	-	0.0%	-	--	20,900	19,518	-	0.0%
6400 Other Operating Expenses	5,000	-	0.0%	-	--	5,000	200	-	0.0%
6600 Capital Outlay - Land, Buildings, and Equipment	18,435	-	0.0%	-	--	18,435	-	-	--
TOTAL INSTRUCTIONAL RESOURCES AND MEDIA SERVICES	193,262	2,441	1.3%	2,441	100.0%	190,821	256,623	9,474	3.7%
13 CURRICULUM AND STAFF DEVELOPMENT									
6100 Payroll Costs	363,262	24,496	6.7%	24,496	100.0%	338,766	431,907	22,659	5.2%
6200 Professional and Contracted Services	68,900	-	0.0%	-	--	68,900	37,167	1,000	2.7%
6300 Supplies and Materials	55,289	-	0.0%	-	--	55,289	67,280	1,388	2.1%
6400 Other Operating Expenses	46,095	-	0.0%	-	--	46,095	70,268	814	1.2%
6600 Capital Outlay - Land, Buildings, and Equipment	3,000	-	0.0%	-	--	3,000	-	-	--
TOTAL CURRICULUM AND STAFF DEVELOPMENT	536,546	24,496	4.6%	24,496	100.0%	512,050	606,622	25,861	4.3%
21 INSTRUCTIONAL LEADERSHIP									
6100 Payroll Costs	2,276,583	168,491	7.4%	168,491	100.0%	2,108,092	2,158,303	152,202	7.1%
6200 Professional and Contracted Services	123,500	116	0.1%	116	100.0%	123,385	134,200	21,660	16.1%
6300 Supplies and Materials	253,025	44,139	17.4%	44,139	100.0%	208,886	114,118	18,814	16.5%
6400 Other Operating Expenses	99,842	2,060	2.1%	2,060	100.0%	97,782	134,338	59,958	44.6%
6600 Capital Outlay - Land, Buildings, and Equipment	-	-	--	-	--	-	-	18,028	--
TOTAL INSTRUCTIONAL LEADERSHIP	2,752,950	214,805	7.8%	214,805	100.0%	2,538,145	2,540,959	270,662	10.7%
23 SCHOOL LEADERSHIP									
6100 Payroll Costs	4,777,387	275,063	5.8%	275,063	100.0%	4,502,324	5,545,369	216,852	3.9%
6200 Professional and Contracted Services	41,750	-	0.0%	-	--	41,750	7,616	-	0.0%
6300 Supplies and Materials	35,500	7,220	20.3%	7,220	100.0%	28,280	116,640	1,109	1.0%
6400 Other Operating Expenses	49,695	3,024	6.1%	3,024	100.0%	46,671	61,222	7,393	12.1%
6600 Capital Outlay - Land, Buildings, and Equipment	-	-	--	-	--	-	-	-	--
TOTAL SCHOOL LEADERSHIP	4,904,332	285,307	5.8%	285,307	100.0%	4,619,025	5,730,847	225,354	3.9%

DESOTO INDEPENDENT SCHOOL DISTRICT
General Fund Financial Statement
For the Period Ending
July 31, 2020

	CURRENT YEAR					PRIOR YEAR			
	07/01/20 to 07/31/20		%YTD	07/31/20		(OVER) UNDER YTD BUDGET	07/01/19 to 07/31/19		
	BUDGET	ACTUAL		MTD ACTUAL	%MTD		BUDGET	YTD ACTUAL	%YTD
31 GUIDANCE, COUNSELING, AND EVALUATION SERVICES									
6100 Payroll Costs	3,466,868	122,117	3.5%	122,117	100.0%	3,344,751	3,666,250	67,755	1.8%
6200 Professional and Contracted Services	4,500	-	0.0%	-	--	4,500	75,700	800	1.1%
6300 Supplies and Materials	3,000	-	0.0%	-	--	3,000	194,149	14,839	7.6%
6400 Other Operating Expenses	10,556	-	0.0%	-	--	10,556	11,025	-	0.0%
6600 Capital Outlay - Land, Buildings, and Equipment	-	-	--	-	--	-	-	-	--
TOTAL GUIDANCE, COUNSELING, AND EVALUATION SERVICES	3,484,924	122,117	3.5%	122,117	100.0%	3,362,807	3,947,124	83,394	2.1%
32 SOCIAL WORK SERVICES									
6100 Payroll Costs	232,455	5,161	2.2%	5,161	100.0%	227,294	653	-	0.0%
6200 Professional and Contracted Services	30,000	-	0.0%	-	--	30,000	387,778	39,994	10.3%
6300 Supplies and Materials	1,700	-	0.0%	-	--	1,700	17,887	-	0.0%
6400 Other Operating Expenses	-	-	--	-	--	-	461	96	20.8%
6600 Capital Outlay - Land, Buildings, and Equipment	-	-	--	-	--	-	-	-	--
TOTAL SOCIAL WORK SERVICES	264,155	5,161	2.0%	5,161	100.0%	258,994	406,779	40,089	9.9%
33 HEALTH SERVICES									
6100 Payroll Costs	577,913	12,935	2.2%	12,935	100.0%	564,977	652,538	11,576	1.8%
6200 Professional and Contracted Services	3,305	-	0.0%	-	--	3,305	5,280	-	0.0%
6300 Supplies and Materials	9,060	-	0.0%	-	--	9,060	31,318	-	0.0%
6400 Other Operating Expenses	1,550	-	0.0%	-	--	1,550	33,088	847	2.6%
6600 Capital Outlay - Land, Buildings, and Equipment	-	-	--	-	--	-	-	-	--
TOTAL HEALTH SERVICES	591,828	12,935	2.2%	12,935	100.0%	578,893	722,224	12,423	1.7%
34 STUDENT TRANSPORTATION									
6100 Payroll Costs	322,628	11,292	3.5%	11,292	100.0%	311,336	385,825	12,439	3.2%
6200 Professional and Contracted Services	2,493,000	1,390	0.1%	1,390	100.0%	2,491,610	3,515,150	23,142	0.7%
6300 Supplies and Materials	-	276	--	276	100.0%	(276)	67,473	3,749	5.6%
6400 Other Operating Expenses	687,000	-	0.0%	-	--	687,000	1,700	(1,148)	-67.5%
6600 Capital Outlay - Land, Buildings, and Equipment	-	-	--	-	--	-	-	-	--
TOTAL STUDENT TRANSPORTATION	3,502,628	12,958	0.4%	12,958	100.0%	3,489,670	3,970,148	38,183	1.0%
35 FOOD SERVICES									
6100 Payroll Costs	-	-	--	-	--	-	-	-	--
6400 Other Operating Expenses	60,000	-	0.0%	-	--	60,000	60,000	-	0.0%
TOTAL FOOD SERVICES	60,000	-	0.0%	-	--	60,000	60,000	-	0.0%
36 EXTRACURRICULAR ACTIVITIES									
6100 Payroll Costs	257,628	75,561	29.3%	75,561	100.0%	182,067	1,418,399	50,879	3.6%
6200 Professional and Contracted Services	179,051	-	0.0%	-	--	179,051	179,799	6,215	3.5%
6300 Supplies and Materials	282,585	8,232	2.9%	8,232	100.0%	274,353	332,854	26,000	7.8%
6400 Other Operating Expenses	268,828	-	0.0%	-	--	268,828	328,526	2,138	0.7%
6600 Capital Outlay - Land, Buildings, and Equipment	1,000	-	0.0%	-	--	1,000	185,635	-	0.0%
TOTAL EXTRACURRICULAR ACTIVITIES	989,092	83,792	8.5%	83,792	100.0%	905,300	2,445,214	85,232	3.5%

DESOTO INDEPENDENT SCHOOL DISTRICT
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For the Period Ending
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	CURRENT YEAR					PRIOR YEAR			
	07/01/20 to 07/31/20		%YTD	07/31/20		(OVER) UNDER YTD BUDGET	07/01/19 to 07/31/19		
	BUDGET	ACTUAL		MTD ACTUAL	%MTD		BUDGET	YTD ACTUAL	%YTD
41 GENERAL ADMINISTRATION									
6100 Payroll Costs	2,577,994	262,439	10.2%	262,439	100.0%	2,315,555	2,743,237	231,783	8.4%
6200 Professional and Contracted Services	1,002,848	97,151	9.7%	97,151	100.0%	905,697	867,851	56,072	6.5%
6300 Supplies and Materials	153,027	8,821	5.8%	8,821	100.0%	144,206	123,482	12,085	9.8%
6400 Other Operating Expenses	210,900	20,056	9.5%	20,056	100.0%	190,844	274,521	33,642	12.3%
6600 Capital Outlay - Land, Buildings, and Equipment	16,000	-	0.0%	-	--	16,000	-	-	--
TOTAL GENERAL ADMINISTRATION	3,960,769	388,467	9.8%	388,467	100.0%	3,572,302	4,009,091	333,583	8.3%
51 FACILITIES MAINTENANCE AND OPERATIONS									
6100 Payroll Costs	1,703,347	171,853	10.1%	171,853	100.0%	1,531,495	2,669,743	171,594	6.4%
6200 Professional and Contracted Services	4,184,709	140,417	3.4%	140,417	100.0%	4,044,292	4,857,925	448,374	9.2%
6300 Supplies and Materials	356,500	7,493	2.1%	7,493	100.0%	349,007	329,359	47,981	14.6%
6400 Other Operating Expenses	410,957	364	0.1%	364	100.0%	410,593	653,589	811,693	124.2%
6600 Capital Outlay - Land, Buildings, and Equipment	-	-	--	-	--	-	-	-	--
TOTAL FACILITIES MAINTENANCE AND OPERATIONS	6,655,513	320,127	4.8%	320,127	100.0%	6,335,386	8,510,616	1,479,641	17.4%
52 SECURITY AND MONITORING SERVICES									
6100 Payroll Costs	1,827,930	11,331	0.6%	11,331	100.0%	1,816,599	986,105	12,779	1.3%
6200 Professional and Contracted Services	12,000	-	0.0%	-	--	12,000	15,223	-	0.0%
6300 Supplies and Materials	12,000	-	0.0%	-	--	12,000	878	-	0.0%
6400 Other Operating Expenses	3,250	-	0.0%	-	--	3,250	6,396	-	0.0%
6600 Capital Outlay - Land, Buildings, and Equipment	-	-	--	-	--	-	-	-	--
TOTAL SECURITY AND MONITORING SERVICES	1,855,180	11,331	0.6%	11,331	100.0%	1,843,849	1,008,602	12,779	1.3%
53 DATA PROCESSING SERVICES									
6100 Payroll Costs	572,288	76,972	13.4%	76,972	100.0%	495,316	875,477	68,201	7.8%
6200 Professional and Contracted Services	801,010	28,338	3.5%	28,338	100.0%	772,672	1,641,717	357,835	21.8%
6300 Supplies and Materials	550,000	-	0.0%	-	--	550,000	355,032	41,068	11.6%
6400 Other Operating Expenses	788,368	14,610	1.9%	14,610	100.0%	773,758	6,500	337	5.2%
6600 Capital Outlay - Land, Buildings, and Equipment	-	-	--	-	--	-	144,709	142,708	98.6%
TOTAL DATA PROCESSING SERVICES	2,711,666	119,920	4.4%	119,920	100.0%	2,591,746	3,023,435	610,148	20.2%
61 COMMUNITY SERVICES									
6100 Payroll Costs	464,405	12,188	2.6%	12,188	100.0%	452,217	434,796	23,904	5.5%
6200 Professional and Contracted Services	5,000	-	0.0%	-	--	5,000	8,200	-	0.0%
6300 Supplies and Materials	5,037	-	0.0%	-	--	5,037	10,500	-	0.0%
6400 Other Operating Expenses	48,675	-	0.0%	-	--	48,675	13,610	-	0.0%
6600 Capital Outlay - Land, Buildings, and Equipment	4,000	-	0.0%	-	--	4,000	-	-	--
TOTAL COMMUNITY SERVICES	527,117	12,188	2.3%	12,188	100.0%	514,929	467,106	23,904	5.1%

DESOTO INDEPENDENT SCHOOL DISTRICT
General Fund Financial Statement
For the Period Ending
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	CURRENT YEAR					PRIOR YEAR			
	07/01/20 to 07/31/20		%YTD	07/31/20		(OVER) UNDER YTD BUDGET	07/01/19 to 07/31/19		
	BUDGET	ACTUAL		MTD ACTUAL	%MTD		BUDGET	YTD ACTUAL	%YTD
71 DEBT SERVICE									
6500 Debt Service	6,526,761	381,765	5.8%	381,765	100.0%	6,144,996	6,145,811	-	0.0%
TOTAL PRINCIPAL ON LONG TERM DEBT	<u>6,526,761</u>	<u>381,765</u>	<u>5.8%</u>	<u>381,765</u>	<u>100.0%</u>	<u>6,144,996</u>	<u>6,145,811</u>	<u>-</u>	<u>0.0%</u>
81 FACILITIES ACQUISITION AND CONSTRUCTION									
6100 Payroll Costs	-	-	--	-	--	-	-	-	--
6200 Professional and Contracted Services	-	-	--	-	--	-	-	-	--
6300 Supplies and Materials	-	-	--	-	--	-	-	-	--
6400 Other Operating Expenses	-	-	--	-	--	-	-	-	--
6600 Capital Outlay - Land, Buildings, and Equipment	-	-	--	-	--	-	-	-	--
TOTAL FACILITIES ACQUISITION AND CONSTRUCTION	<u>-</u>	<u>-</u>	<u>--</u>	<u>-</u>	<u>--</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>--</u>
93 PAYMENTS TO THE FISCAL AGENT/MEMBER DISTRICT OF SSA									
6400 Other Operating Expenses	834,749	-	0.0%	-	--	834,749	137,700	-	0.0%
TOTAL PAYMENTS TO SHARED SERVICES ARRANGEMENTS	<u>834,749</u>	<u>-</u>	<u>0.0%</u>	<u>-</u>	<u>--</u>	<u>834,749</u>	<u>137,700</u>	<u>-</u>	<u>0.0%</u>
95 PAYMENTS TO JJAEP									
6200 Professional and Contracted Services	23,000	-	0.0%	-	--	23,000	25,600	3,000	11.7%
TOTAL PAYMENTS TO JJAEP	<u>23,000</u>	<u>-</u>	<u>0.0%</u>	<u>-</u>	<u>--</u>	<u>23,000</u>	<u>25,600</u>	<u>3,000</u>	<u>11.7%</u>
99 OTHER GOVERNMENTAL CHARGES									
6200 Professional and Contracted Services	193,883	-	0.0%	-	--	193,883	152,117	-	0.0%
TOTAL OTHER GOVERNMENTAL CHARGES	<u>193,883</u>	<u>-</u>	<u>0.0%</u>	<u>-</u>	<u>--</u>	<u>193,883</u>	<u>152,117</u>	<u>-</u>	<u>0.0%</u>
TOTAL EXPENDITURES	<u>\$ 80,288,890</u>	<u>\$ 2,527,540</u>	<u>3.1%</u>	<u>\$ 2,612,592</u>	<u>103.4%</u>	<u>\$ 77,676,297</u>	<u>\$ 88,200,202</u>	<u>\$ 4,224,571</u>	<u>4.8%</u>
Excess (Deficiency) of Revenues over (under) Expenditures	74,275	(138,822)		(223,874)		298,149	(1,798,685)	(3,776,072)	
OTHER FINANCING SOURCES (USES)									
7914 Loan Proceeds	-	-	--	-	--	-	-	-	--
8911 Transfers Out	-	-	--	-	--	-	-	-	--
TOTAL OTHER FINANCING SOURCES (USES)	<u>-</u>	<u>-</u>	<u>--</u>	<u>-</u>	<u>--</u>	<u>-</u>	<u>\$ -</u>	<u>-</u>	<u>--</u>
NET CHANGE IN FUND BALANCE	74,275	(138,822)		<u>(223,874)</u>			(1,798,685)	(3,776,072)	
BEGINNING FUND BALANCE	11,444,537	11,444,537					9,075,215	13,216,784	
ENDING FUND BALANCE	<u>\$ 11,518,812</u>	<u>\$ 11,305,715</u>					<u>\$ 7,276,530</u>	<u>\$ 9,440,712</u>	

DESOTO INDEPENDENT SCHOOL DISTRICT
General Fund Financial Statement
For the Period Ending
July 31, 2020

	CURRENT YEAR					PRIOR YEAR			
	BUDGET	07/01/20 to 07/31/20 ACTUAL	%YTD	07/31/20 MTD ACTUAL	%MTD	(OVER) UNDER YTD BUDGET	BUDGET	07/01/19 to 07/31/19 YTD ACTUAL	%YTD
REVENUE SUMMARY :									
LOCAL REVENUE	37,286,584	126,361	0.3%	126,361	100.0%	37,160,223	36,437,872	141,433	0.4%
STATE REVENUE	39,866,581	2,215,419	5.6%	2,215,419	100.0%	37,651,162	47,773,645	298,760	0.6%
FEDERAL REVENUE	3,210,000	46,938	1.5%	46,938	100.0%	3,163,062	2,190,000	8,306	0.4%
OTHER SOURCES	-	-	--	-	--	-	-	-	--
TOTAL REVENUE AND OTHER SOURCES	80,363,165	2,388,719	3.0%	2,388,718	100.0%	77,974,446	86,401,517	448,499	0.5%
APPROPRIATIONS/EXPENDITURES SUMMARY									
6100 PAYROLL COST	56,968,118	1,762,069	3.1%	1,762,069	100.0%	55,206,050	63,130,127	1,853,678	2.9%
6200 PROFESSIONAL AND CONTRACTED SERVICES	10,268,106	268,268	2.6%	268,268	100.0%	9,999,838	13,696,840	1,102,289	8.0%
6300 SUPPLIES AND MATERIALS	2,739,101	159,772	5.8%	159,772	100.0%	2,579,329	2,775,585	189,402	6.8%
6400 OTHER OPERATING EXPENSES	3,744,368	40,719	1.1%	40,719	100.0%	3,703,649	2,121,496	918,465	43.3%
6500 DEBT SERVICE	6,526,761	381,765	5.8%	381,765	100.0%	6,144,996	6,145,811	-	0.0%
6600 CAPITAL OUTLAY	42,435	-	0.0%	-	--	42,435	330,344	160,737	48.7%
8900 OTHER USES	-	-	--	-	--	-	-	-	--
TOTAL APPROPRIATIONS/EXPENDITURES	80,288,890	2,612,592	3.3%	2,612,592	100.0%	77,676,297	88,200,202	4,224,571	4.8%



DeSoto ISD

Meeting Date: September 28, 2020

Meeting Type: Regular

Item Category: Board Report

Primary Contact: Dr. D'Andre Weaver

Presenter(s)/Contact(s): Ben Miraglia

Item Name: August 2020 Tax Collections

Item Summary: As required by Section 31.10 of the State Property Tax Code, the attached report showing the total taxes collected during the month of August 31, 2020.

	<u>M&O Funds</u>	<u>I&S Funds</u>	<u>Total Collected</u>
August 2020 Tax Collections	\$ 41,546.34	\$ 16,731.12	\$ 58,277.46
Total Tax Collections	\$ 97,250.14	\$ 37,609.56	\$ 134,859.70
Total Budgeted Taxes 2020-2021	\$36,534,784.00	\$15,248,664.00	\$ 51,783,448.00
Total Budgeted Collections as of August 2020		0.26%	
Total Budgeted Collections as of August 2019		0.36%	
Percent of Current Levy collected through August 2020		98.58%	
Percent of Current Levy collected through August 2019		98.58%	

Policy Reference: CFA

Related Board Goal: N/A

Related District FOCUS Priority: Fiscal Management

Currently Budgeted? Yes No No Budgetary Impact

Fiscal Implications/Funding Source:

Completion or Implementation Timeline:

Recommendation: N/A

Action Required: None

Attachments: August 2020 Property Tax Collections Report

DESOTO ISD
Property Tax Collections Report
August 01 - 31, 2020

	Report Name	Base Tax Levy	Penalty & Interest	Collection Fees	Total
Collections:					
Payments Received	AC003P	\$104,801.53	\$20,567.93	\$21,192.94	\$146,562.40
Adjustments to Collections:					
Refunds/Levy Corrections	AC003A	(\$45,534.60)	(\$329.97)	(\$274.91)	(\$46,139.48)
Return Check Items	AC003A	\$0.00	\$0.00	\$0.00	\$0.00
Transfers/Reversals	AC003A	(\$989.47)	(\$228.82)	(\$249.98)	(\$1,468.27)
Total Adjustments to Collections	AC003A	(\$46,524.07)	(\$558.79)	(\$524.89)	(\$47,607.75)
Maintenance & Operations	AC002A	\$41,546.34	\$14,499.67	\$20,668.05	\$76,714.06
Interest & Sinking	AC002A	\$16,731.12	\$5,509.47	\$0.00	\$22,240.59
Net Collections	AC002A	\$58,277.46	\$20,009.14	\$20,668.05	\$98,954.65
Transferred Refund from Escrow	AC002A	\$0.00			\$0.00
Rendition Penalty	AC006A	(\$11.13)			(\$11.13)
Collections Fee		\$0.00			\$0.00
Total Miscellaneous Items		(\$11.13)			(\$11.13)
M&O Net Payment to Entity		\$41,535.21	\$14,499.67		\$56,034.88
I&S Net Payment to Entity		\$16,731.12	\$5,509.47		\$22,240.59
Total Net Payment to Entity		\$58,266.33	\$20,009.14		\$78,275.47
Net Adjustment to Levy	AR006A	(\$37,916.17)			
Current Year Collection Percentage Based on Monthly Collections:				98.58%	

Total Net Payment to Entity = (Payments Received - Total Adj to Coll - Total Misc. Items)

M&O Net Payment to Entity = (Maintenance & Operations - Total Miscellaneous Items)

Detail reports will not be attached if no activity occurred for the month.

In accordance with the requirements of the Texas Property Tax Code, Chapter 31, Section 31.10 Paragraph (a), the attached tax collections report is respectfully submitted.

I, John R. Ames, CTA, Dallas County Tax Assessor/Collector, do hereby certify the attached collection totals, to the best of my knowledge.



[Signature]
 John R. Ames, CTA
 Dallas County Tax Assessor/Collector

[Signature]
 Notary Public, State of Texas

AR *[initials]*

Sworn and subscribed before me, this 2 day of September 2020.

Collection Breakdown For Tax Unit 1113 DESOTO ISD

Run By: ASHLEY_RICHA
520363

Print Date: 09/01/2020 09:32 am

		Base Tax Levy	Penalty & Interest	Collection Fees	Total
2019	M & O Collections	\$33,498.86	\$9,028.13	\$15,863.61	\$58,390.60
	I & S Collections	\$14,423.53	\$3,887.35	\$0.00	\$18,310.88
	Total	\$47,922.39	\$12,915.48	\$15,863.61	\$76,701.48
2018	M & O Collections	\$3,867.15	\$2,775.91	\$2,990.75	\$9,633.81
	I & S Collections	\$1,057.69	\$759.26	\$0.00	\$1,816.95
	Total	\$4,924.84	\$3,535.17	\$2,990.75	\$11,450.76
2017	M & O Collections	\$1,427.25	\$632.11	\$540.46	\$2,599.82
	I & S Collections	\$390.35	\$172.91	\$0.00	\$563.26
	Total	\$1,817.60	\$805.02	\$540.46	\$3,163.08
2016	M & O Collections	\$1,323.19	\$726.84	\$511.63	\$2,561.66
	I & S Collections	\$327.97	\$180.16	\$0.00	\$508.13
	Total	\$1,651.16	\$907.00	\$511.63	\$3,069.79
2015	M & O Collections	\$350.19	\$234.62	\$145.96	\$730.77
	I & S Collections	\$86.80	\$58.17	\$0.00	\$144.97
	Total	\$436.99	\$292.79	\$145.96	\$875.74
2014	M & O Collections	\$267.62	\$211.34	\$135.40	\$614.36
	I & S Collections	\$110.65	\$87.39	\$0.00	\$198.04
	Total	\$378.27	\$298.73	\$135.40	\$812.40
2013	M & O Collections	\$260.00	\$236.60	\$142.30	\$638.90
	I & S Collections	\$112.50	\$102.38	\$0.00	\$214.88
	Total	\$372.50	\$338.98	\$142.30	\$853.78
2012	M & O Collections	\$260.00	\$267.80	\$146.16	\$673.96
	I & S Collections	\$100.00	\$103.00	\$0.00	\$203.00
	Total	\$360.00	\$370.80	\$146.16	\$876.96
2010	M & O Collections	\$260.00	\$330.20	\$169.12	\$759.32
	I & S Collections	\$112.50	\$142.88	\$0.00	\$255.38
	Total	\$372.50	\$473.08	\$169.12	\$1,014.70
2006	M & O Collections	\$32.08	\$56.12	\$22.66	\$110.86
	I & S Collections	\$9.13	\$15.97	\$0.00	\$25.10
	Total	\$41.21	\$72.09	\$22.66	\$135.96
	Total M & O Collections	\$41,546.34	\$14,499.67	\$20,668.05	\$76,714.06
	Total I & S Collections	\$16,731.12	\$5,509.47	\$0.00	\$22,240.59
	Total Collections	\$58,277.46	22 \$20,009.14	\$20,668.05	\$98,954.65

DALLAS COUNTY TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 08/01/2020 TO 08/31/2020

JURISDICTION: 1113 DESOTO ISD

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2019	50,341,573.71	37,014.20-	333,368.77	47,922.39	49,953,702.79	721,239.69	98.58	902.75-
2018	585,339.54	4,240.24-	192,235.18-	4,924.84	94,535.80	298,568.56	24.05	0.00
2017	233,154.47	3,070.53	15,945.60-	1,817.60	32,242.53	184,966.34	14.84	3,352.22-
2016	171,355.68	195.64	8,561.18	1,651.16	34,723.28	145,193.58	19.30	628.95-
2015	112,581.81	195.64	7,683.18	436.99	16,644.81	103,620.18	13.84	38.55-
2014	101,928.61	123.54-	1,182.62	378.27	11,867.74	91,243.49	11.51	162.35-
2013	74,665.10	.00	156.16-	372.50	2,630.41	71,878.53	3.53	39.34-
2012	61,912.31	.00	40.79-	360.00	1,545.05	60,326.47	2.50	38.02-
2011	41,406.26	.00	174.72-	0.00	1,893.46	39,338.08	4.59	38.02-
2010	34,826.28	.00	0.00	372.50	2,472.13	32,354.15	7.10	0.00
2009	34,220.81	.00	39.34-	0.00	283.39	33,898.08	.83	39.34-
2008	31,733.77	.00	1,736.28-	0.00	288.25	29,709.24	.96	39.87-
2007	30,621.98	.00	39.34-	0.00	313.05	30,269.59	1.02	39.34-
2006	29,314.48	.00	46.47-	41.21	502.08	28,765.93	1.72	46.47-
2005	21,684.87	.00	0.00	0.00	136.32	21,548.55	.63	0.00
2004	15,082.64	.00	45.94-	0.00	298.58	14,738.12	1.99	45.94-
2003	11,245.20	.00	37.62-	0.00	244.53	10,963.05	2.18	37.62-
2002	10,619.18	.00	37.62-	0.00	244.53	10,337.03	2.31	37.62-
2001	6,923.40	.00	36.96-	0.00	611.73	6,274.71	8.88	36.96-
2000	4,155.88	.00	36.52-	0.00	237.38	3,881.98	5.76	36.52-
1999	4,375.03	.00	32.35-	0.00	210.26	4,132.42	4.84	32.35-
1998	5,817.89	.00	3,367.88-	0.00	0.00	2,450.01	.00	0.00
****	51,964,538.90	37,916.17-	136,786.98	58,277.46	50,155,628.10	1,945,697.78		5,592.23-



Meeting Date: September 28, 2020

Meeting Type: Regular

Item Category: Consent Agenda

Primary Contact: Dr. D'Andre Weaver

Presenter(s)/Contact(s): Sonya Cole-Hamilton

Item Name: TASB Update 115 - Second Read

Item Summary: Update 115 includes new Title IX regulations, effective August 14, 2020, which define sexual harassment under Title IX and establish detailed procedures for how districts must respond to notice or allegations of sexual harassment. The final Title IX regulations and related materials are available on the U.S. Department of Education Office for Civil Rights website.

Multiple changes in Update 115 are based on legislation from the Regular Session of the 86th Texas Legislature that impose changes effective with the 2020–21 school year. Unless otherwise noted, references to legislative bills throughout these explanatory notes refer to Senate Bills (SB) or House Bills (HB) from the 86th Legislature.

All Legal policy updates are mandatory; therefore, the district focus is on the following Local policy recommendations:

- BF (LOCAL): BOARD POLICIES
- DED (LOCAL): COMPENSATION AND BENEFITS: VACATIONS AND HOLIDAYS
- DIA (LOCAL): EMPLOYEE WELFARE: FREEDOM FROM DISCRIMINATION, HARASSMENT, & RETALIATION
- DMD (LOCAL): PROFESSIONAL DEVELOPMENT: PROFESSIONAL MEETINGS & VISITATIONS
- EI (LOCAL): ACADEMIC ACHIEVEMENT
- FB (LOCAL): EQUAL EDUCATIONAL OPPORTUNITY
- FD (LOCAL): ADMISSIONS
- FEB (LOCAL): ATTENDANCE: ATTENDANCE ACCOUNTING
- FFG (LOCAL): STUDENT WELFARE: CHILD ABUSE AND NEGLECT
- FFH (LOCAL): STUDENT WELFARE: FREEDOM FROM DISCRIMINATION, HARASSMENT, & RETALIATION
- FMF (LOCAL): STUDENT ACTIVITIES: CONTESTS & COMPETITION
- FNG (LOCAL): STUDENT RIGHTS AND RESPONSIBILITIES: STUDENT & PARENT COMPLAINTS/GRIEVANCES
- GF (LOCAL): PUBLIC COMPLAINTS

Policy Reference: Please see above list

Currently Budgeted? Yes No No Budgetary Impact

Fiscal Implications/Funding Source:

Completion or Implementation Timeline: Upon approval

Recommendation: Administration recommends that the Board approves the policies as presented.

Action Required: Record vote.

Attachments: Local Policy Comparison Packet; Explanatory Notes



(LOCAL) Policy Comparison Packet

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

In this packet, you will find:

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

Annotations are shown as follows.

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

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

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

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

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

Organization

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

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

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

Terms

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

[See AB for District name terminology.]

Harmony with Law

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

Severability

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

Policy Development

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

Official Policy Manual

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

Adoption and Amendment

Proposed local policies or amendments introduced and recommended to the Board at one meeting shall not be adopted until a subsequent meeting. Emergency adoption, however, may occur in one meeting if special circumstances demand an immediate response.

BOARD POLICIES

BF
(LOCAL)

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

TASB Localized
Updates

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

COMPENSATION AND BENEFITS
VACATIONS AND HOLIDAYS

DED
(LOCAL)

Vacation Days

Eligible Vacations

~~Full-time hourly wage~~ employees in positions normally requiring ~~12 months~~ ~~12 months~~ of service annually shall ~~receive~~ ~~earn~~ paid vacation time at the rate of one day for each ~~25 days of employment~~ during the year. All vacation time must be scheduled and approved by the supervisor, and employees shall be encouraged to take vacations during the months of June and July. Vacation time may not be accrued above ~~ten days~~ in accordance with administrative regulations that address ~~a year and may be carried over until October of the following school year.~~

1. Eligibility criteria;
2. Accrual rates and availability;
3. Request and approval processes;
4. Accumulation and carryover limits; and
5. Treatment of vacation days upon separation from service.

~~Vacation shall be made available at the beginning of the school year. Paid vacation shall not be approved for more workdays than have been accumulated in the prior year plus those to be earned during the current year.~~

~~Compensation for unused vacation time not yet scheduled upon the retirement or termination of an employee shall be added to the final check to the employee.~~

Holidays

~~Eligible Full-time hourly wage~~ employees in positions normally requiring ~~12 months~~ ~~12 months~~ of service annually shall ~~receive~~ ~~be granted ten~~ paid holidays in accordance with ~~a calendar year to be scheduled by~~ the employee's duty schedule and administrative regulations.

~~[See DEAB for overtime pay provisions.] executive director for human resource development or designee.~~

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

Definitions

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

Statement of Nondiscrimination

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

Discrimination

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

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

Prohibited Conduct

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

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

Prohibited Harassment

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

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

Examples

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

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

Sex-Based Harassment

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

Sexual Harassment

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

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

Examples

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

Retaliation

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

Examples

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

Workplace Bullying

The District prohibits workplace bullying of employees and shall not tolerate it under any circumstances.

Workplace bullying occurs when an employee engages in written or verbal expression, expression through electronic means, or physical conduct that occurs in the workplace that:

EMPLOYEE WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

DIA
(LOCAL)

1. Has the effect or will have the effect of physically harming another employee, damaging the employee's property, or placing the employee in reasonable fear of harm to the employee's person or of damage to the employee's property; or
2. Is so sufficiently severe, persistent, and pervasive that the action or threat creates an intimidating, threatening, or abusive work environment for the employee;
3. Exploits an imbalance of power between the employee perpetrator and the employee victim through written or verbal expression or physical conduct; and
4. Interferes with the victim's employment or substantially disrupts the operation of the work location.

Workplace bullying shall not include the legitimate exercise of employee management, including task assignment, employee coaching, and work-related employee discipline.

Allegations of workplace bullying shall be handled in accordance with administrative regulations.

~~Prohibited Conduct~~

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

Reporting Procedures

An employee who believes that he or she has experienced prohibited conduct or believes that another employee has experienced prohibited conduct should immediately report the alleged acts. The employee may report the alleged acts to his or her supervisor or campus principal.

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

Reporting Procedures

Any employee who believes that he or she has experienced prohibited conduct or believes that another employee has experienced prohibited conduct should immediately report the alleged acts. The employee may report the alleged acts to his or her supervisor or campus principal.

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

Definition of District Officials

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

Title IX Coordinator

EMPLOYEE WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

DIA
(LOCAL)

	Reports of discrimination based on sex, including sexual harassment, may be directed to the designated Title IX coordinator. [See DIA(EXHIBIT)]
ADA / Section 504 Coordinator	Reports of discrimination based on disability may be directed to the designated ADA/Section 504 coordinator. [See DIA(EXHIBIT)]
Superintendent	The Superintendent shall serve as coordinator for purposes of District compliance with all other nondiscrimination antidiscrimination laws and the District's prohibition of workplace bullying.
Alternative Reporting Procedures	<p>An employee shall not be required to report prohibited conduct to the person alleged to have committed the conduct. Reports concerning prohibited conduct, including reports against the Title IX coordinator or ADA/Section 504 coordinator, may be directed to the Superintendent.</p> <p>A report against the Superintendent may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.</p>
Timely Reporting	<p>To ensure the District's prompt investigation, reports Reports of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to promptly report may impair the District's ability to investigate and address the prohibited conduct.</p>
Notice of Report	<p>Any District supervisor who receives a report of prohibited conduct shall immediately notify the appropriate District official listed above and take any other steps required by this policy.</p> <p>Any District employee who receives a report of prohibited conduct based on sex, including sexual harassment, shall immediately notify the Title IX coordinator.</p>
Investigation of Reports Other Than Title IX the Report	<p>The following procedures apply to all allegations of prohibited conduct other than allegations of harassment prohibited by Title IX. [See FFH(LEGAL)] For allegations of sex-based harassment that, if proved, would meet the definition of sexual harassment under Title IX, see the procedures below at Response to Sexual Harassment—Title IX.</p> <p>The District may request, but shall not require insist upon, a written report. If a report is made orally, the District official shall reduce the report to written form.</p>
Initial Assessment	Upon receipt or notice of a report, the District official shall determine whether the allegations, if proved proven , would constitute prohibited conduct as defined by this policy. If so, the District offi-

~~cia~~ shall immediately authorize or undertake an investigation, regardless of whether a criminal or regulatory investigation regarding the same or similar allegations is pending.

Interim Action

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

District Investigation

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

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

Concluding the Investigation

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

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

District Action

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

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

Confidentiality

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

Appeal

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

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

Response to Sexual Harassment—Title IX

General Response

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

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

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

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

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

Title IX Formal Complaint Process

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

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

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

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

Standard of Evidence

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

Retaliation

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

Examples

Examples of retaliation may include termination, refusal to hire, demotion, and denial of promotion. Retaliation may also include

threats, intimidation, coercion, unjustified negative evaluations, unjustified negative references, or increased surveillance.

Records Retention

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

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

Access to Policy and Procedures

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

PROFESSIONAL DEVELOPMENT
PROFESSIONAL MEETINGS AND VISITATIONS

DMD
(LOCAL)

**Meetings,
Conferences, and
Workshops**

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

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

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

Release Time

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

Certificate of Coursework Completion

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

Partial Award of Credit

~~Two-Semester Course~~

~~A student shall receive credit for each semester passed.~~

When a student earns a passing grade in only half passes the second semester of a two-semester course and the combined grade for both halves is lower than 70, but has not passed the District first semester, he or she shall award the student receive credit for both semesters provided that the yearly average is 70 percent or above. Grades from two different school years may not be averaged together. Average grades must be from the half with same academic year.

However, if a student fails the passing grade. second semester of a two-semester course but passes the first semester, regardless of the overall average, he or she shall only receive credit for the first semester. The student shall be required to retake the second semester of the course.

Credit and Grade Points

~~The student shall be awarded actual grade points earned. The numerical average for the first semester shall remain as is. [See EIC(LOCAL)]~~

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

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

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

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

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

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

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

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

Section 504

Committees

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

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

Referrals

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

Notice and Consent

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

Evaluation and Placement

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

Review and Reevaluation Procedure

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

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

Examining Records

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

Right to Impartial Hearing

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

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

Records Retention

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

Persons Age 21 and Over	The District shall not admit into its public schools any person age 21 or over unless otherwise required by law.
Registration Forms	The student's parent, legal guardian, or other person having lawful control shall annually complete registration forms. A student who has reached age 18 shall be permitted to complete these forms.
Proof of Residency	At the time of initial registration and on an annual basis thereafter, the parent, guardian, or other person having lawful control of the student under order of a court shall present proof of residency in accordance with administrative regulations developed by the Superintendent. The District may investigate stated residency as necessary.
Minor Living Apart	A minor student residing in the District but whose parent, guardian, or other person having lawful control under a court order does not reside in the District shall present a power of attorney or an authorization agreement as provided in Chapter 34 of the Family Code assigning responsibility for the student in all school-related matters to an adult resident of the District.
Person Standing in Parental Relation	
Misconduct	A minor student living apart who has engaged in misconduct that results in any of the consequences found in Education Code 25.001(d) shall not be permitted to attend a District school.
Exceptions	Based on an individual student's circumstance, the Superintendent shall have authority to grant exceptions to the requirement for a power of attorney or authorization agreement and to the exclusion for misconduct.
Extracurricular Activities	The Superintendent shall determine whether a minor student living apart is present in the District for the primary purpose of participating in extracurricular activities.
Nonresident Student in Grandparent's After-School Care	The parent and grandparent of a nonresident student requesting admission under Education Code 25.001(b)(9) shall provide to the Superintendent the required information on the grandparent's residency and complete a form provided by the District describing the extent of after-school care to be provided by the grandparent.
	The Superintendent shall have authority to approve or deny such admissions requests in accordance with this policy.
Substantial After-School Care	For the purpose of admission under this provision, a substantial amount of after-school care shall consist of at least two hours per school day for three school days during the regular school week.
	A student enrolled under this provision may continue in enrollment so long as the grandparent provides this level of care.

The Superintendent shall have authority to waive these requirements on the basis of a student's extenuating circumstances.

Underage Students

A child younger than five years of age shall be eligible for enrollment in the District if the student performs satisfactorily on the District-developed assessment. Administrative procedures shall address the testing schedule and parental notification of eligible students.

"Accredited" Defined

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

Grade-Level Placement

Accredited Schools

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

Nonaccredited Schools

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

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

Transfer of Credit

Accredited Texas Public Schools

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

Other Accredited or Nonaccredited Schools

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

demonstrate mastery of the content or use alternative methods to verify course content for the award of credit.

Transition
Assistance

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

[See EI]

Withdrawal

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

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

**Attendance
Accounting System**

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

Alternative
Attendance-
Taking
Recording
Time

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

~~Attendance shall be recorded at 10:00 a.m. each school day.~~

**Parental Consent to
Leave Campus**

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

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

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

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

Training

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

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

**Reporting Child
Abuse and Neglect**

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

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

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

1. Any District employee, agent, or contractor who suspects a child's physical or mental health or welfare has been adversely affected by abuse or neglect.
2. A professional who has cause to believe that a child has been or may be abused or neglected or may have been a victim of indecency with a child. A professional is anyone licensed or certified by the state who has direct contact with children in the normal course of duties for which the individual is licensed or certified.

~~Any~~ ~~any~~ person is required to ~~shall~~ make a report if the person has cause to believe that an adult was a victim of abuse or neglect ~~im-~~
~~mediately~~ as a child and the person determines in good faith that

disclosure of the information is necessary to protect the health and safety of another child or an elderly or disabled person. ~~required by law.~~

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

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

Restrictions on Reporting

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

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

Making a Report

Reports may be made to any of the following:

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

However, if the suspected abuse or neglect involves a person responsible for the care, custody, or welfare of the child, the report must be made to DFPS, unless the report is to the state agency that operates, licenses, certifies, or registers the facility where the suspected abuse or neglect took place; or the report is to the Texas Juvenile Justice Department as a report of suspected abuse or neglect in a juvenile justice program or facility.

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

Confidentiality

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

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

Immunity

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

Failing to Report Suspected Child Abuse or Neglect

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

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

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

Responsibilities Regarding Investigations

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

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

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

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

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

Statement of Nondiscrimination

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

Discrimination

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

Prohibited Conduct

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

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

Prohibited Harassment

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

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

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

Examples

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

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

Sex-Based Harassment

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

Sexual Harassment By an Employee

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

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

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

By Others

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

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

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

Examples

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

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

Gender-Based Harassment

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

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

Examples

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

Dating Violence

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

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

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

Examples

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

~~Retaliation~~

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

~~Examples~~

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

~~False Claim~~

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

~~Prohibited Conduct~~

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

**Reporting
Procedures**

Student Report

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

STUDENT WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH
(LOCAL)

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

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

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

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

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

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

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

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

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

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

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

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

Notification of Outcome

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

District Action

Prohibited Conduct

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

Corrective Action

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

Bullying

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

Improper Conduct

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

Confidentiality

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

Appeal

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

Response to Sexual Harassment–Title IX

General Response

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

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

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

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

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

Title IX Formal Complaint Process

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

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

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

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

Standard of
Evidence

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

Retaliation

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

Examples

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

False Claim

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

Records Retention

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

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

Access to Policy and Procedures

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

STUDENT ACTIVITIES
CONTESTS AND COMPETITION

FMF
(LOCAL)

UIL Activities

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

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

Athletic Program

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

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

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

Non-UIL Activities

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

Overnight Trips

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

Complaints

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

Other Complaint
Processes

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

1. Complaints alleging discrimination or harassment based on race, color, religion, sex, gender, national origin, age, or disability shall be submitted in accordance with FFH.
2. Complaints concerning dating violence shall be submitted in accordance with FFH.
3. Complaints concerning retaliation related to discrimination and harassment shall be submitted in accordance with FFH.
4. Complaints concerning bullying or retaliation related to bullying shall be submitted in accordance with FFI.
5. Complaints concerning failure to award credit or a final grade on the basis of attendance shall be submitted in accordance with FEC.
6. Complaints concerning expulsion shall be submitted in accordance with FOD and the Student Code of Conduct.
7. Complaints concerning any final decisions of the gifted and talented selection committee regarding selection for or exit from the gifted program shall be submitted in accordance with EHBB.
8. Complaints concerning identification, evaluation, or educational placement of a student with a disability within the scope of Section 504 shall be submitted in accordance with FB and the procedural safeguards handbook.
9. Complaints concerning identification, evaluation, educational placement, or discipline of a student with a disability within the scope of the Individuals with Disabilities Education Act shall be submitted in accordance with EHBAE, FOF, and the procedural safeguards handbook provided to parents of all students referred to special education.
10. Complaints concerning instructional resources shall be submitted in accordance with EF.
11. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with CKE.

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12. Complaints concerning intradistrict transfers or campus assignment shall be submitted in accordance with FDB.
13. Complaints concerning admission, placement, or services provided for a homeless student shall be submitted in accordance with FDC.

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

Notice to Students and Parents

The District shall inform students and parents of this policy through appropriate District publications.

Guiding Principles

Informal Process

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

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

Formal Process

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

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

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

Freedom from Retaliation

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

General Provisions

Filing

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

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

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	<p>level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.</p>
Costs Incurred	<p>Each party shall pay its own costs incurred in the course of the complaint.</p>
Complaint and Appeal Forms	<p>Complaints and appeals under this policy shall be submitted in writing on a form provided by the District.</p> <p>Copies of any documents that support the complaint should be attached to the complaint form. If the student or parent does not have copies of these documents, copies may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the student or parent unless the student or parent did not know the documents existed before the Level One conference.</p> <p>A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refiling is within the designated time for filing.</p>
Level One	<p>Complaint forms must be filed:</p> <ol style="list-style-type: none">1. Within 15 days of the date the student or parent first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and2. With the lowest level administrator who has the authority to remedy the alleged problem. <p>In most circumstances, students and parents shall file Level One complaints with the campus principal.</p> <p>If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.</p> <p>If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.</p> <p>The appropriate administrator shall investigate as necessary and schedule a conference with the student or parent within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.</p> <p>Absent extenuating circumstances, the administrator shall provide the student or parent a written response within ten days following the conference. The written response shall set forth the basis of the</p>

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

Level Two

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

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

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

The Level One record shall include:

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

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

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

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

Level Three

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

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

The Superintendent or designee shall inform the student or parent of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board within 60 days of the appeal receipt.

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

The Level Two record shall include:

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

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

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

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

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three

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presentation. The Level Three presentation, including the presentation by the student or parent or the student's representative, any presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

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

Complaints

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

Other Complaint Processes

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

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

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

Guiding Principles

Informal Process

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

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

Formal Process

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

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

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

Freedom from Retaliation

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

General Provisions

Filing

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

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

Scheduling
Conferences

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

Response

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

Days

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

Representative

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

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

Consolidating
Complaints

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

Untimely Filings

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

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

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

Costs Incurred

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

Complaint and Appeal Forms

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

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

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

Level One

Complaint forms must be filed:

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

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

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

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

Absent extenuating circumstances, the administrator shall provide the individual a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other

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

Level Two

If the individual did not receive the relief requested at Level One or if the time for a response has expired, he or she may request a conference with the Superintendent or designee 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 individual may request a copy of the Level One record.

The Level One record shall include:

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

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

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

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

Level Three

If the individual did not receive the relief requested at Level Two or if the time for a response has expired, he or she may 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 individual of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

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

The Level Two record shall include:

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

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

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

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

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

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

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

Vantage Points

A Board Member's Guide to Update 115

Please note: *Vantage Points* is an executive summary, prepared specifically for board members, of the local policies included in the update. The topic-by-topic outline and brief descriptions focus on key issues to help local officials understand changes found in the policies.

The description of local policy changes in *Vantage Points* is highly summarized. Please pay careful attention to the more detailed, district-specific Explanatory Notes and the policies in your localized update packet.

For questions, contact Policy Service at policy.service@tasb.org, call us at 800-580-7529, or visit our website at policy.tasb.org.

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

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Update 115 focuses on updating and reorganizing several policies in the FFE series of the policy manual addressing student welfare. FFEA continues to focus on counseling, and a new code, FFEB, focuses on mental health provisions.

Several policies have been revised to incorporate the new Title IX regulations, effective August 14, 2020, which define sexual harassment under Title IX and establish detailed procedures for how districts must respond to notice or allegations of sexual harassment.

In addition to these changes, Update 115 includes several other policies affected by legislation from the 86th Legislative Session that were not included in Update 114 and incorporates numerous changes from revised Administrative Code rules.

We strongly encourage you to review the Explanatory Notes contained in your district's update packet for information specific to your local policies and background on changes to the legal policies. Please remember that (LEGAL) policies provide the legal framework for key areas of district operations; they are not adopted by the board.

Section B—Local Governance

Board Policy

A revision to **BF(LOCAL)** addressing board policy adoption clarifies that a district's legally referenced policies are not adopted by the board. The (LEGAL) policies provide information on current law and context for the district's (LOCAL) policies.

Section D—Personnel

Compensation and Benefits

For districts that provide paid vacation and holiday benefits, recommended revisions to **DED(LOCAL)** address the board's authorization of these programs, including which employees are eligible for the benefits. Administrative procedures are recommended to address the details of these programs to promote consistent, effective implementation and prevent conflict between policy and administrative procedures.

Discrimination, Harassment, and Retaliation

Revisions to **DIA(LOCAL)** incorporate the recent United States Supreme Court decision *Bostock v. Clayton County, Georgia*, which held that an adverse employment action against an employee on the basis of homosexuality or transgender status violates Title VII's prohibition on sex discrimination in employment. As a result, the policy clarifies that discrimination on the basis of sex includes discrimination on the basis of biological sex, gender identity, sexual orientation, gender stereotypes, or any other prohibited basis related to sex.

Other revisions address the new Title IX regulations and:

- Include sexual harassment as defined by Title IX in the definition of prohibited conduct and clarify employee reporting requirements;

- Indicate that the district will follow the district’s existing investigation process to address allegations of prohibited conduct that would not meet the Title IX definition of sexual harassment;
- Add specific provisions outlining the legally required district response when the district receives notice or an allegation of conduct that could meet the definition of sexual harassment under Title IX;
- Add a requirement for the superintendent to develop a Title IX formal complaint process that will apply following a formal complaint and that must comply with the elements in the new regulations; and
- Designate the preponderance of the evidence standard to determine responsibility in formal complaints of sexual harassment under Title IX. **If the board wishes to instead use the clear and convincing evidence standard, which is a higher standard of evidence, please contact the district’s policy consultant.** The district must use the same standard of evidence for investigation of all formal Title IX sexual harassment complaints, including complaints by employees.

**Section E—
Instruction**

**Academic
Achievement**

Revised Administrative Code rules prompted revisions to **EI(LOCAL)** on academic achievement. Provisions on partial credit reflect new terminology from the rules regarding awarding of credit proportionately when a student receives a passing grade in “half” of a course, rather than per “semester.”

To provide flexibility, Policy Service recommends deletion of the statement in most districts’ policies that a student shall be required to retake only the portion of the course with a failing grade. There are various methods for a student to earn credit for the failed part of a course, and board policy is not required to specify which particular method may be used.

For those districts that did not have existing provisions on awarding course credit proportionately to a student who successfully completes only half a course, provisions have been recommended for the district’s consideration. **This is optional text; contact the district’s policy consultant if the district does not wish to include it.**

Some districts’ local policies included provisions on late enrollment or withdrawal of mobile students. To avoid conflict with new Administrative Code rules addressing transition assistance for highly mobile students who are homeless or in substitute care, which are addressed in **FD(LOCAL)**, below, Policy Service recommends deleting these provisions from **EI(LOCAL)**. Any specific practices in this area will need to align with the new rules and could be included in administrative procedures.

Section F— Students

Admissions

As mentioned above, recommended changes to **FD(LOCAL)** on admissions are based on new Administrative Code rules addressing transition assistance for highly mobile students who are homeless or in substitute care. The rules require districts to adopt local policy to assist with awarding credit to these students for a course that was earned prior to the student enrolling in or transferring to the district.

Attendance Accounting

Recommended revisions to **FEB(LOCAL)** on attendance accounting are to address amended Administrative Code rules. The rules remove the reference to taking attendance during the second or fifth instructional hour and specify that attendance shall be determined at the official attendance-taking time during the campus's instructional day. The recommended policy text assigns to the superintendent the responsibility of designating the district's official attendance-taking time. Note that there is no requirement to include the official attendance-taking time in policy; it may be designated in district procedures.

Child Abuse and Neglect

FFG(LOCAL) on child abuse and neglect has been significantly revised to comply with amended Administrative Code rules.

Recommended text is included to provide the required policy addressing sexual abuse, trafficking, and other maltreatment of children that must be included in the district improvement plan and the student handbook.

The rules also revise the elements of the required child abuse and neglect reporting policy. To ensure all the policy elements are addressed in board-adopted local policy, we have revised and moved provisions from **FFG(EXHIBIT)** into the local policy and recommend deletion of the exhibit.

Discrimination, Harassment, and Retaliation

Revisions to **FFH(LOCAL)** address the new Title IX regulations and are similar to those made at **DIA(LOCAL)**, above. The **FFH(LOCAL)** revisions:

- Include sexual harassment as defined by Title IX in the definition of prohibited conduct and clarify employee reporting requirements;
- Indicate that the district will follow the district's existing investigation process to address allegations of prohibited conduct that would not meet the Title IX definition of sexual harassment;
- Add specific provisions outlining the legally required district response when the district receives notice or an allegation of conduct that could meet the definition of sexual harassment under Title IX;
- Add a requirement for the superintendent to develop a Title IX formal complaint process that will apply following a formal complaint and that must comply with the elements in the new regulations; and

- Designate the preponderance of the evidence standard to determine responsibility in formal complaints of sexual harassment under Title IX. **If the board wishes to instead use the clear and convincing evidence standard, which is a higher standard of evidence, please contact the district’s policy consultant.** The district must use the same standard of evidence for investigation of all formal Title IX sexual harassment complaints, including complaints by employees.

Provisions in **FB(LOCAL)** on the district’s Title IX coordinator for students have been updated to include required language from the new Title IX regulations. Corresponding wording changes were also made to the ADA/Section 504 coordinator text.

Student and Parent Complaints

FNG(LOCAL) on grievances by students and parents includes a recommended revision to specify that a person filing a complaint regarding refusal of entry to or ejection from property based on Education Code 37.105 shall be permitted to address the board within 90 “calendar” days unless the complaint is resolved at the administrative level. This is an exception to how other timelines are calculated in the policy, which are based on “business” days in accordance with how days are defined. In addition, we have reordered the list of protected characteristics at Other Complaint Processes, item 1, to align with revisions at FFH(LOCAL) above.

Section G—Community and Governmental Relations

Public Complaints

As with FNG(LOCAL), above, **GF(LOCAL)** on complaints by members of the public includes a recommended revision to specify that a person filing a complaint regarding refusal of entry to or ejection from property based on Education Code 37.105 shall be permitted to address the board within 90 “calendar” days unless the complaint is resolved at the administrative level. This is an exception to how other timelines are calculated in the policy, which are based on “business” days in accordance with how days are defined.

Miscellaneous Deletions

Several local policies focusing on administrative details are recommended for deletion for those districts that had them. Board-adopted policy is not required on these topics.

- BDF(LOCAL)—citizen advisory committees
- DMD(LOCAL)—professional meetings
- FMF(LOCAL)—student contests and competitions

A message from TASB Governmental Relations

TASB Advocates for Public Schools

It's a given that state and federal legislation influences school district policy and practice. But did you know that school board members can influence legislation?

- As a private citizen who serves the public, [your voice has weight with legislators](#).¹
- By [engaging with TASB](#)² you can influence the TASB Advocacy Agenda by participating in our grassroots meetings, attending Delegate Assembly, serving on the TASB Legislative Advisory Council, and more.

If you have questions about TASB's advocacy efforts and programs, contact [TASB Governmental Relations](#)³ at 800-580-4885 or Dax.Gonzalez@tasb.org.

¹ Working with Legislators: <https://www.tasb.org/trustees/champion-your-district/working-with-legislators.aspx>

² Engage with TASB: <https://www.tasb.org/trustees/champion-your-district/engage-with-tasb.aspx>

³ TASB Governmental Relations: <https://gr.tasb.org>



Meeting Date: September 28, 2020

Meeting Type: Regular

Item Category: Possible Action Item

Primary Contact: Dr. D'Andre Weaver

Presenter(s)/Contact(s): Benjamin Mackey

Item Name: EIC (Local) Policy Update – Second Read

Item Summary: This update to EIC(Local) Academic Achievement – Class Ranking clarifies that courses from the 2020 spring semester will not count towards class rank or GPA as an emergency provision due to Covid-19. This decision was made by the board in the Spring 2020 and this memorializes that decision in policy for future reference as impacted students will remain in our system for years to come.

Policy Reference: EIC (Local)

Related Board Goal: Goal 1: Future Readiness

Related District FOCUS Priority: Systems & Sustainability

Currently Budgeted? Yes No No Budgetary Impact

Fiscal Implications/Funding Source: N/A

Completion or Implementation Timeline: Immediate

Recommendation: Administration recommends that the Board approve EIC (Local) as presented.

Action Required: Record vote.

Attachments: EIC (Local)

**Valedictorian and
Salutatorian**

The valedictorian shall be the eligible student with the highest weighted grade point average (GPA) in the senior class, and the salutatorian shall be the student with second highest GPA in the senior class. All eligibility requirements listed regarding class rank, valedictorian, and salutatorian must be met in order to qualify as the valedictorian or salutatorian. In the event that the student with the first or second highest weighted GPA is not eligible the next highest ranking class member who is eligible shall receive the honor.

For purposes of determining valedictorian and salutatorian honors, weighted grade point averages shall be based on grades earned in the eight semesters preceding graduation. Class rankings shall be calculated to a point where a definite rank can be established. If students have the same units and grade points, then the numerical grades shall be used to determine the valedictorian and salutatorian.

Eligibility

To be eligible for recognition as valedictorian or salutatorian, the student must have met all requirements for graduation and been enrolled in DeSoto High School by the beginning of the third week in the first semester of his or her senior year.

A student graduating at midterm or at the end of summer school shall not be eligible for valedictorian or salutatorian honors.

**Class Rank
Calculation**

Class rank shall be based on a weighted grade point system. The objectives of this system are:

1. To provide a method of rewarding academic success.
2. To select a valedictorian, a salutatorian, and honor graduates.
3. To determine class rank (including top ten percent).
4. To reward students for achievement in Pre-AP, AP, and G/T classes.

Excluded Courses

Class rankings for a class shall be calculated as follows:

1. At the end of the sophomore year;
2. At the end of the junior year;
3. During the spring of the senior year (cumulative through seven semesters only); and
4. After final grades are posted.

Not included in this calculation are credit by examination, local credit courses, dual credit courses (taken on a college campus),

summer school, night school, correspondence courses, and courses taken prior to grade 9.

Weighted Course Designations

This system is divided into three levels:

1. Level 3 shall be all designated Pre-AP, AP, and G/T courses.
2. Level 2 shall be all on-grade level courses.
3. Level 1 shall be all remedial and below-grade level courses.

The first digit of the six-digit course number indicates the level of the course. Courses beginning with a digit higher than “3” shall be classified as Level 3 courses. The tens digit of the semester numerical grade shall determine the whole number grade points earned and the ones digit shall determine the decimal value of grade points earned. The following chart shall show how many grade points are earned for any grade for any course. A grade below 70 in any level shall be calculated as a grade point of 0. For example:

A grade of 87 in a Level 3 course equals 4.7 points.

A grade of 87 in a Level 2 course equals 3.7 points.

A grade of 87 in a Level 1 course equals 2.7 points.

All information on grade point averages shall be given on the basis of a 5.0 average, although it would be possible to have an average higher than 5.0.

Grade Point Average (GPA)

Grade points awarded:

	6.0	5.9–5.0	4.9–4.0	3.9–3.0	2.9–2.0	1.9–1.0
Level 3	100	99–90	89–80	79–70		
Level 2		100	99–90	89–80	79–70	
Level 1			100	99–90	89–80	79–70

Weighted Course Designations for Students Entering Ninth Grade During the 2007–08 School Year

For students entering ninth grade during the 2007–08 school year, class rank shall be based on the following system:

1. Level 2 shall be all designated Pre-AP, AP, and G/T courses.
2. Level 1 shall be all other courses.

ACADEMIC ACHIEVEMENT
CLASS RANKING

EIC
(LOCAL)

The following chart shall show how many grade points are earned for any grade for any course. A grade below 70 in any level shall be calculated as a grade point of 0. For example:

A grade of 87 in a Level 2 course equals 4.7 points.

A grade of 87 in a Level 1 course equals 3.7 points.

All information on grade point averages shall be given on the basis of a 5.0 average, although it would be possible to have an average higher than 5.0.

Grade Point
Average (GPA)

Grade points awarded:

	6.0	5.9–5.0	4.9–4.0	3.9–3.0	2.9–2.0
Level 2	100	99–90	89–80	79–70	
Level 1		100	99–90	89–80	79–70

[See EI(LOCAL), CREDIT AND GRADE POINTS]

**Emergency
Provisions Due to
Coronavirus Disease
2019 (COVID-19)**

Courses taken during the 2020 spring semester will not count towards class rank or GPA. While 2020 spring semester courses will not be used for the calculation of class rank or GPA, they will count toward graduation credit.



DeSoto ISD

Meeting Date: September 28, 2020

Meeting Type: Regular

Item Category: Action Item

Primary Contact: Dr. D'Andre Weaver

Presenter(s)/Contact(s): Benjamin Mackey & Bridget Nevels

Item Name: DCJJAEP Memorandum of Understanding

Item Summary: Dallas County Juvenile Board (DCJB), Region 10, and educational entities including DeSoto ISD work cooperatively to provide an alternative education programs per Chapter 37 of the Texas Education Code. The MOU defines each parties' responsibility in ensuring a successful alternative education program.

Administration is recommending approval of the agreement to continue with the partnership with DCJB as to the placement of students expelled from school.

Policy Reference: FODA (Legal), FOE (Legal)

Related Board Goal: Choose an item.

Related District FOCUS Priority: Choose an item.

Currently Budgeted? Yes No No Budgetary Impact

Fiscal Implications/Funding Source: 199-95-6222-JJ-007-99-0-99

Completion or Implementation Timeline:

Recommendation: Administration recommends that the Board approves the MOU as presented.

Action Required: Record vote.

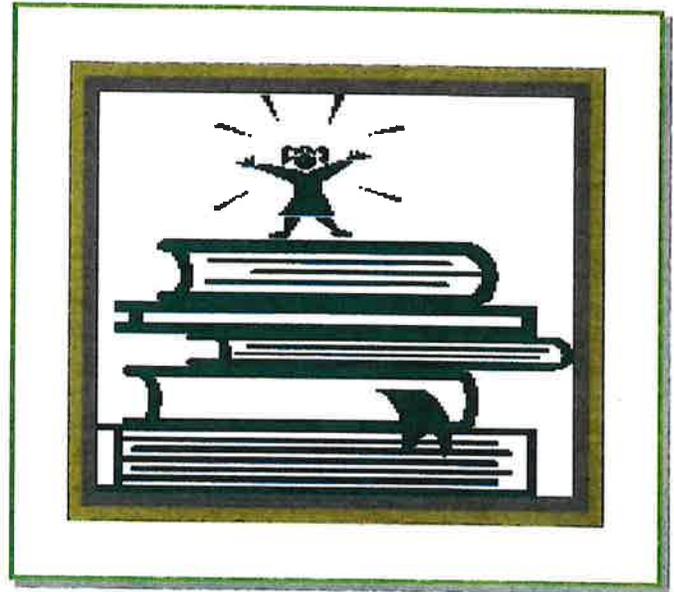
Attachments: DCJJAEP MOU



2020 - 2021

**Dallas County
Juvenile Justice
Alternative Education
Program**

(DCJJAEP)



**Memorandum
of
Understanding**

Carrollton / Farmers Branch ISD • Cedar Hill ISD • Coppell ISD •
Dallas County Juvenile Justice Board • Dallas ISD •
DeSoto ISD • Duncanville ISD • Garland ISD • Grand Prairie ISD •
Highland Park ISD • Irving ISD • Lancaster ISD • Mesquite ISD •
Region 10 Education Service Center • Richardson ISD • Sunnyvale ISD

DCJJAEP Governance Committee

COMMITTEE CHAIR	Unassigned
COMMITTEE VICE - CHAIR	Rick Nolly, <i>Irving ISD</i> ♦ Janet Allen, <i>Dallas ISD</i>
COMMITTEE CO - CHAIR	Jennifer Villines, <i>Coppell ISD*</i>

GOVERNANCE PLANNING COMMITTEE

PLANNING COMMITTEE CHAIR	Rick Nolly, <i>Irving ISD</i>
PLANNING COMMITTEE MEMBERS	Kerry Rapiert, <i>Grand Prairie ISD*</i> Cristy Hirsh, <i>Highland Park ISD</i> Debbie Dutton, <i>Richardson ISD*</i> Dr. Arzell Ball, <i>Region 10 Education Service Center</i>

GOVERNANCE COMMITTEE

CARROLLTON / FARMERS BRANCH ISD		Deborah Millican
CEDAR HILL ISD		Patrick Nash
COPPELL ISD		Jennifer Villines
DALLAS COUNTY JUVENILE DEPARTMENT AND DALLAS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM (DCJJAEP)		Susan Sanders
DALLAS ISD		Janet Allen
DESOTO ISD		Monet Reed
DUNCANVILLE ISD		Edward Marcell
GARLAND ISD		Dr. Jennifer Miley
GRAND PRAIRIE ISD		Kerry Rapiert
HIGHLAND PARK ISD		Cristy Hirsh
IRVING ISD		Rick Nolly ♦ Michael Crotty (Alternate)*
LANCASTER ISD		Dr. Antionette Mathews
MESQUITE ISD		Valerie Nelson
REGION 10 EDUCATION SERVICE CENTER (ESC)		Dr. Arzell Ball
RICHARDSON ISD		Craig Raley
SUNNYVALE ISD		Cristy Morgan

COMMITTEE ADVISORY MEMBERS

DALLAS ISD FOOD AND CHILD NUTRITION SERVICES		Debra Owens
REGION 10 EDUCATION SERVICE CENTER (ESC) - SPECIAL EDUCATION		Jana Burns ♦ Stacey Glosson ♦ Dr. April Estrada*
DALLAS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM (DCJJAEP) - SPECIAL EDUCATION		Michelle DeLaGarza - <i>Diagnostic Assessment Services (DAS)</i>
DALLAS COUNTY JUVENILE JUSTICE DEPARTMENT - TRANSPORTATION		Unassigned
FISCAL AGENT		Dr. Arzell Ball, <i>Region 10 Education Service Center</i>

* Member Services Appreciated through 2018

◆
 Legal Compliance

Reviewed for legal compliance and concurred on by
 Sara Hardner Leon, Leon & Associates, LLP
 7500 Realto Blvd., Bldg. 1 Ste.250
 Austin, Texas 78735

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**MEMORANDUM OF UNDERSTANDING
REGARDING DALLAS COUNTY JUVENILE
JUSTICE ALTERNATIVE EDUCATION PROGRAM**

This Memorandum of Understanding (sometimes referred to herein as "Agreement") is entered into pursuant to the Texas Interlocal Cooperation Act, Texas Government Code, Chapter 791 and Texas Education Code, Chapter 37, and is entered into to be effective August 1, 2020. The Parties to this Agreement are, the Dallas County Juvenile Board ("DCJB"), Region 10 Education Service Center and the following educational entities: Carrollton-Farmers Branch Independent School District, Cedar Hill Independent School District, Coppell Independent School District, Dallas Independent School District, DeSoto Independent School District, Duncanville Independent School District, Garland Independent School District, Grand Prairie Independent School District, Highland Park Independent School District, Irving Independent School District, Lancaster Independent School District, Mesquite Independent School District, Richardson Independent School District, and Sunnyvale Independent School District (hereinafter referred to collectively as the "ISDs"). This agreement shall be effective upon District Board approval.

RECITALS:

WHEREAS:

(1) Chapter 37 of the Texas Education Code requires that in those counties with a population of 125,000 or more, juvenile boards and independent school districts must work cooperatively to provide alternative education programs. The responsibilities of school districts and county juvenile boards as to the operation and funding of such programs must be outlined in a joint memorandum of understanding pursuant to Texas Education Code Section 37.011 (k); and

(2) The educational spectrum available for youth provided under Chapter 37 of the Texas Education Code requires the creation of alternative education programs in each independent school district operating in Dallas County and the creation of a Dallas County Juvenile Justice Alternative Education Program (DCJJAEP). This partnership between the DCJB and the ISDs necessitates a memorandum of understanding defining the Parties' responsibilities to ensure the success of such alternative education programs; and

(3) The ISDs wish to reach an agreement with the DCJB as to the placement of students expelled from school under the provisions of Texas Education Code Sections 37.007 (b), (c), and (f); and

(4) The Dallas County Juvenile Board, Dallas County Schools, Region 10 Education Service Center, and the ISDs agree that the goals of this Memorandum of Understanding are (a) to establish consistency, predictability, and appropriateness of curriculum options and student placement following expulsion from school;

(b) to return students to the school setting when appropriate; (c) to impress upon youth that there are progressive sanctions for misconduct in the public school setting; (d) to provide educational options for the juvenile courts, consistent with the progressive sanctions in the juvenile justice system where appropriate; and (e) to comply with the requirements of Chapter 37 of the Texas Education Code.

NOW THEREFORE, BY THIS MEMORANDUM OF UNDERSTANDING IT IS MUTUALLY UNDERSTOOD AND AGREED BY THE PARTIES AS FOLLOWS:

SECTION ONE: DEFINITIONS

1.1 For purposes of this Agreement, the following definitions shall be used:

- (A) “**Academic review team**” shall mean those persons responsible for reviewing a student’s academic progress in accordance with Texas Education Code Section 37.011(d); that is, the DCJB or its designee, and the parent or guardian of the student.
- (B) “**Discretionary expulsion**” shall refer to any student who is removed from the school setting for conduct for which expulsion is permitted but not required pursuant to the provisions of Texas Education Chapter 37. The term “discretionary expulsion” shall also refer to students who are registered sex offenders and who are removed from the regular educational setting and placed in the DCJJAEP pursuant to this Agreement.
- (C) “**Liaison**” shall be a person designated to act on behalf of a party to this Agreement with authority to bind such party regarding the day-to-day operation of the DCJJAEP. Each party to this Agreement shall designate a primary and alternate liaison and shall notify all other parties of such designation in writing within a reasonable period after execution of this Agreement. In the event no designation is made, the superintendent of schools / county judge shall be the designated liaison for that party for purposes of such communications.
- (D) “**Mandatory expulsion**” shall refer to any student who is removed from the school setting for conduct for which expulsion is required pursuant to the provisions of Texas Education Code Chapter 37.
- (E) “**Student**” shall mean any person age ten years or older and admitted into the public schools of an ISD under this MOU under Texas Education Code 25.001(b).
- (F) The Governance Committee will review and make recommendations to the DCJJAEP Code of Conduct.
- (G) The Governance Committee will review and make recommendations to the DCJJAEP Operating Procedures.

SECTION TWO: STUDENT CODES OF CONDUCT

2.1 The DCJJAEP will be created and operated pursuant to Chapter 37 of the Texas Education Code and this Memorandum of Understanding. Each ISD has developed a Student Code of Conduct, specifying the circumstances under which a student may be removed from a classroom, campus, or alternative education

program.

2.2 The Student Code of Conduct adopted by each ISD shall set forth the circumstances under which youth will be subject to removal from the school setting and placement in the DCJJAEP. Each ISD agrees to adopt, as part of its Student Code of Conduct, the following definition of serious misbehavior that may result in removal from the school district alternative education program under Texas Education Code Section 37.007 (c):

“Serious misbehavior” shall mean:

- (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 Section 21.07, Penal Code;
 - (B) Indecent exposure under Section 21.08, Penal Code;
 - (C) Criminal mischief under Section 28.03, Penal Code;
 - (D) Personal hazing under Section 37.152; or
 - (E) Harassment of a student or district employee under Section 42.07(a) (1), Penal Code.

A student may be subject to discretionary expulsion for serious misbehavior only if the student, while placed in a disciplinary alternative education program, engages in such behavior. An ISD may, however, allow a student to be expelled from the regular school program and placed in the JJAEP for violations of Texas Education Code Sections 37.007 (b) or (f) and pursuant to Texas Education Code Section 37.0051. It is understood by the Parties to this Agreement that such expulsions shall be limited to conduct considered by the school district to be of a serious nature, or likely to substantially interfere with the ISD’s educational programs.

2.3 Pursuant to Texas Education Code Section 37.309(b)(1), a student who is a registered sex offender and is removed from the regular educational program pursuant to Subchapter I, Chapter 37, Texas Education Code, shall be placed in the DCJJAEP in the same manner as a discretionary placement student pursuant to Section 4 of this Agreement. Pursuant to Texas Education Code Section 37.310, funding for students placed in the DCJJAEP under this paragraph shall be paid in the same manner as discretionary expulsion students under Section

12 of this Agreement.

SECTION THREE: GOVERNANCE OF DCJJAEP

3.1 Composition of Governing Body - The DCJJAEP shall operate as a function of the Dallas County Juvenile Board, independent and apart from the other parties to this Memorandum of Understanding. It shall not be an independent political subdivision, nor shall it operate under the direction or control of any party to this Memorandum of Understanding other than the DCJB. All final decisions regarding the operation of the DCJJAEP shall be made by the DCJB, consistent with this Agreement.

3.2 Governance Committee - The role of the DCJJAEP Governance Committee shall be to provide advice and consultation to the DCJB in matters involving the operation of the DCJJAEP. Upon execution of this Memorandum of Understanding, the DCJB will establish a DCJJAEP Governance Committee consisting of one administrative representative from each ISD, said representatives to be chosen by the respective ISD, one representative of the Region 10 Education Service Center, and two additional representatives designated by the DCJB. The DCJJAEP administrator shall serve as an ex-officio member of the Governance Committee. In making appointments to the Governance Committee, all parties to the Memorandum of Understanding agree to make their best effort to appoint representatives that reflect the ethnic and cultural diversity of the student population served by the DCJJAEP.

3.3 Quorum and Voting - A majority of the members of the DCJJAEP Governance Committee shall constitute a quorum. The DCJJAEP Governance Committee shall act by and through resolutions, motions or orders adopted or passed by the DCJJAEP Governance Committee upon the vote of the majority of the members of the DCJJAEP Governance Committee attending the meeting at which the issue was presented.

3.4 Voting Rights - Each member shall be entitled to one vote on each matter submitted to a vote of the members. In the event of a tie vote, the Chair shall have two votes.

3.5 Chair and Vice-Chair - At the initial meeting of the DCJJAEP Governance Committee, the members in attendance shall select a Chair and Vice-Chair by the affirmative vote of a majority of the members. The Chair shall preside over the meetings of the Committee and shall be responsible for scheduling regular and special called meetings of the Committee, including the provision of notice thereof. In the absence or disability of the Chair, his/her duties shall be performed, and his/her powers may be exercised by the Vice-Chair. The Vice-

Chair shall generally assist the Chair and shall have such powers and shall perform such duties and services as shall from time to time be prescribed or delegated to him or her by the Chair of the DCJJAEP Governance Committee.

The Chair and Vice-Chair shall serve in their respective capacities until tendering written resignation(s), or until replacement by a majority vote of the members of the DCJJAEP Governance Committee. The Chair and Vice-Chair shall be entitled to vote on all matters coming before the DCJJAEP Governance Committee.

3.6 Meetings - The DCJJAEP Governance Committee shall hold regular meetings at such time and in such place as shall be determined by the Committee. Meetings shall be held in accordance with the provisions of the Texas Open Meetings Act, and procedures for meetings shall be governed by the most current version of *Robert's Rules of Order*. Special meetings of the DCJJAEP Governance Committee shall be called by the Chair, or by affirmative vote of not less than one-third (1/3) of the members of the Committee.

3.7 Notice of Meetings - Written notice of all meetings of the DCJJAEP Governance Committee shall be posted at the place(s) for posting notice of public meetings of each of the Parties hereto in accordance with the Texas Open Meetings Act. The Chair of the Governance Committee shall transmit to each member of the Governance Committee a notice for the purpose of such posting not less than five (5) days prior to the date of the meeting. Notice shall be given by or at the general direction of Chair of the Committee, or the members calling the meeting.

3.8 Duties - The duties of the DCJJAEP Governance Committee shall include, but not be limited to the following:

- (A) To develop recommended operating policies and review the operations, policies and procedures of the DCJJAEP, and to make advisory recommendations to the DCJB regarding such operations, policies, and procedures including suggested changes or amendments thereto;
- (B) To periodically evaluate and report to the parties regarding the ongoing success of the DCJJAEP in providing alternative education to students within the DCJJAEP;
- (C) To participate in an advisory capacity in the development of the annual operating budget for the DCJJAEP, including adjustments to the annual per student rate charged to each member ISD for discretionary expulsion students served by the DCJJAEP; to recommend the initial criteria for, and thereafter monitor the ISDs' billing and payment schedule for the DCJJAEP; and to monitor reimbursement to the Fiscal Agent (as hereinafter defined) for its administrative expenses in connection with its responsibilities as set forth in Section Twelve herein;

- (D) To review the contractual arrangements of the DCJB with any providers of goods and services in connection with the creation and operation of the DCJJAEP, and to make recommendations to the DCJB in connection with such contracts;
- (E) To advise the local community of all matters within the public interest relating to the creation, operation and performance results of the DCJJAEP;
- (F) To facilitate coordination with the parties to this Memorandum of Understanding on matters relating to the supervision, educational and rehabilitative services available for expelled students and students assigned to the DCJJAEP and the subsequent transition through the ISDs' alternative education programs;
- (G) To assist the Chief Probation Officer or designee, the Deputy Director of Education, in developing a priority system for acceptance of discretionary expulsion student in the DCJJAEP in the event space becomes limited;
- (H) To formulate and recommend other policies or procedures as appropriate to the governance of the DCJJAEP as may be necessary to obtain approval of the Texas Juvenile Probation Commission and DCJB; and
- (I) To appoint a liaison to inform the Governance Committee regarding pending legislative issues and updates.

3.9 **Conflict of Interest** - No member of the DCJJAEP Governance Committee shall participate in any vote or discussion upon any matter in which the Committee member, or any person related to that member within the second degree of affinity or consanguinity, has a pecuniary interest. In the event of a conflict of interest, the Committee member shall state the nature of such conflict and thereafter shall refrain from further participation in the matter.

SECTION FOUR: STUDENT PLACEMENT IN DCJJAEP

4.1 The parties to this Agreement acknowledge that Texas Education Code Section 37.010(a) requires that every student who is not detained or receiving treatment under an order of the juvenile court must be enrolled in an educational program. It is therefore the intent of the parties that the DCJJAEP provide education services to all students who have been removed from the school setting and who are under the jurisdiction of the juvenile court, subject to the terms and conditions of this Agreement.

4.2 Students who are removed from the school district setting will be afforded due process at the ISD as provided by school district policy and federal and state law.

4.3 Any student who has been removed from a school district setting may be referred for placement in either the DCJJAEP or in the appropriate school district alternative educational program upon recommendation of

the Case Review Committee as further defined in Section Five herein.

4.4 Every party to this Agreement shall designate a Liaison as defined in Section 1.1(C), who shall be the person responsible for day-to-day communications with the other parties to this Agreement concerning the operation of the DCJJAEP.

4.5 Each ISD shall use its best efforts to notify DCJB's designated liaison in writing as soon as practicable upon the ISD's identification of a student who the ISD reasonably believes has engaged in conduct for which the student will be subject to mandatory expulsion. Such notice shall be given in addition to any notice required under Texas Family Code Section 52.041. If the DCJB's designated liaison receives written notice under this section that a student is believed to have engaged in conduct for which the ISD reasonably believes the student will be subject to mandatory expulsion, and the student is under the jurisdiction of the juvenile court, the juvenile court shall be requested to order the student to attend the DCJJAEP as soon as practicable, pending the outcome of any disciplinary proceedings at the ISD.

4.6 It is the intent of the parties to this Agreement to request that every student who has been removed from an ISD as a mandatory expulsion, and for whom information has been provided by the ISD from which the student has been removed to the juvenile court in accordance with Texas Family Code Section 52.041, be ordered by the juvenile court to enroll in the DCJJAEP as soon as reasonably practicable after the juvenile court's receipt of such notice. It is the intent of the parties to the Agreement that every student who has been removed from an ISD as a discretionary expulsion, and for whom information has been provided by the ISD from which the student has been removed to the juvenile court in accordance with Texas Family Code Section 52.041, be ordered by the juvenile court to enroll in the DCJJAEP as soon as reasonably practicable after the juvenile court's receipt of such notice, so long as adequate space is available in the DCJJAEP. Any juvenile court order placing a student in a residential placement during the student's period of assignment to the DCJJAEP may run in concurrence with that assignment unless a local ISD's policy dictates otherwise. In the event that sufficient space is unavailable in the DCJJAEP, a discretionary expulsion student may be ordered by the juvenile court to attend the alternative education program operated by the ISD from which the student was expelled until such time as space becomes available in the DCJJAEP; in the event space later becomes available in the DCJJAEP, it is the intention of the parties that the order shall provide that the student be assigned to the DCJJAEP for the time remaining in the

student's period of removal. It is the intent of the parties that there be no material interruption in the provision of educational services to expelled students under this Memorandum of Understanding.

4.7 Any student who has not been removed from the school setting but is recommended for placement in the DCJJAEP by the juvenile department, or is court-ordered to that placement shall be admitted if space is available. Mandatory and discretionary expulsions from ISDs take priority in such instances.

4.8 Failure of an ISD to timely notify the juvenile court of a student's expulsion pursuant to Texas Family Code Section 52.041 shall result in the ISD's duty to continue to educate that student until such time as the notification to the DCJB is properly made.

4.9 The DCJB shall, for each student taken into custody for conduct that occurred on school property or at a school-sponsored or school-related activity, use its best efforts to ascertain whether the conduct for which the student was taken into custody would subject the student to mandatory expulsion. If the DCJB ascertains that the conduct for which the student was taken into custody is such that it would subject the student to mandatory expulsion, the juvenile court may immediately order the student to attend the DCJJAEP, pending resolution of the disciplinary action, including any due process hearings, at the ISD.

4.10 It is the intent of the Parties hereto that for each expelled student who is placed in the DCJJAEP, the term of such placement will be coterminous with the term of the student's expulsion from school. Students must remain in the DCJJAEP for the full period ordered by the juvenile court unless the student's home school district agrees to accept the student before the date ordered by the juvenile court. The juvenile court shall be requested to consider the term of a student's expulsion in entering any order as to the student, including terms and conditions of release from custody, deferred prosecution, or probation. At the conclusion of the student's term of probation, or any other requirement imposed by the juvenile court, including conditions of a deferred prosecution ordered by the court, and providing the student meets the requirements for admission into the public schools established by law, the school district in which the student resides shall readmit the student, but may assign such student to the school district alternative education program.

4.11 In order to avoid undue disruption in the educational process for students attending DCJJAEP under this Agreement, in assigning a term of expulsion, the ISD expelling the student shall consider a term of expulsion as follows:

- (A) For mandatory placements, a minimum term of 90 days to a maximum term of 180 days; and
- (B) For discretionary placements, a minimum term of 90 days to a maximum term of 180 days with a review at 50 days for possible exit at 60 days, contingent upon the student's academic progress, attendance and adherence to the rules, policies and procedures of the DCJJAEP. The exception to this assignment would be gun - related violations which have a maximum term of 180 days.
- (C) For discretionary placements, enrollment in the DCJJAEP should minimize academic disruption of the DCJJAEP program:
 - i. There will be no admission to or enrollment in the DCJJAEP in the seven-day period preceding the administration of state-mandated assessments;
 - ii. There will be no admission to or enrollment in the DCJJAEP in the ten-day period preceding the last day of classes of the either the first or second semester; and
 - iii. A student whose enrollment in the DCJJAEP is delayed under this section shall continue to receive educational services in a disciplinary placement provided at the home district pending enrollment in the DCJJAEP. Days served in the home district's disciplinary placement shall be considered the same as days served in the DCJJAEP.

The term of expulsion will terminate on the Friday following the completion of the assigned days, or at the conclusion of the next six- or nine-week grading period, with the mutual agreement of the expelling ISD and the DCJJAEP.

4.12 In the event a student engages in conduct for which the student may be subject to expulsion, and the student seeks to withdraw from school prior to receiving a hearing and a final order of expulsion, the ISDs agree that all procedural requirements will be completed to finalize an expulsion order before finalizing the student withdrawal.

4.13 Neither student nor parents or guardian of a student placed in the DCJJAEP shall be required to pay a fee, including an entrance fee or supply fee, for participating in the DCJJAEP unless law authorizes such fee.

SECTION FIVE: CASE REVIEW COMMITTEES

5.1 The Case Review Committee is hereby created for the purpose of:

- (A) Verifying the appropriateness of a mandatory or discretionary expulsion;
- (B) Assuring that the documents for enrollment in the DCJJAEP are included in the student's records for each student referred to the DCJJAEP;
- (C) Reviewing the need for related services of expelled special education students as mandated in the ARD / IEP document;

- (D) Requesting that the school district fax any incomplete information to the DCJJAEP within two working days of the CRC meeting; and
- (E) Returning any cases that do not meet the eligibility requirements in this Agreement to the sending ISD and notifying the Governance Committee representative.

5.2 The Case Review Committee shall review and make placement recommendations for those students who have been removed from an ISD's regular educational program and for whom placement in the DCJJAEP under this Agreement is authorized. The Case Review Committee shall be composed of, but not limited to, four members: the ISD representative making the referral, the ISD Special Education representative, one certified teacher from the service provider and two representatives of the DCJB, one of whom is the chairman. It is strongly recommended the ISD provide Special Education representation. The DCJJAEP school administrator or his or her designee will participate as an ex officio member of the Case Review Committee.

5.3 It is the intent of this Memorandum of Understanding that the Case Review Committee shall review, as soon as possible, the placement of all students who are expelled from the school setting. The Case Review Committee shall then make appropriate recommendations to the DCJJAEP, the juvenile court, and/or the ISDs regarding placement recommendations for such students. The Case Review Committee shall review the placement of each student expelled from school as expeditiously as possible to avoid delay in the provision of educational services to students served under this Memorandum of Understanding.

5.4 In making appointments to the Case Review Committee, all parties to the Memorandum of Understanding agree to make best efforts to appoint representatives that reflect the ethnic and cultural diversity of the students served by the DCJJAEP.

SECTION SIX: SPECIAL EDUCATION

6.1 The DCJB shall provide instructional services in compliance with the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and the Individuals with Disabilities Education Improvement Act (IDEIA) Amendments of 2004. The ISD in which a student resides retains responsibility for providing and funding related services specified in the Individualized Education Program to eligible students under the Individuals with Disabilities Education Improvement Act.

6.2 The DCJB and the ISDs shall cooperate in the provision of related services to students placed in the DCJJAEP. (See Attachment A – *Procedure for Students Receiving Special Education Services*)

6.3 The ISDs shall provide reasonable notice, preferably five school days, to the administrator of the DCJJAEP to participate in any ISD's Admission, Review and Dismissal Committee (ARD) meeting where placement in the DCJJAEP will be considered or when reviewing or modifying the program of a student in the DCJJAEP. A copy of the student's current individualized education program (IEP) must be provided to the JJAEP administrator or designee with the notice. If the JJAEP representative is unable to attend the ARD committee meeting, the representative must be given the opportunity to participate in the meeting through alternative means including participation by telephone conference call. The ISDs will be responsible for scheduling and sending notices of ARD meetings during the period of expulsion, and for giving notice to the DCJJAEP Liaison of such ARD meetings. For students receiving services under the Individuals with Disabilities Education Act, the Admission, Review and Dismissal Committee meetings shall satisfy the requirement for academic review team meetings as otherwise required in Section 7.1 herein.

6.4 If, after placement of a student with disabilities in the DCJJAEP under this Agreement, the administrator of the DCJJAEP has concerns that the student's educational or behavioral needs cannot be met in the DCJJAEP, the administrator (or his/her designee) shall immediately provide written notice to the ISD from which the student was expelled. Upon receipt of such notice, the ISD shall convene an ARD committee meeting to reconsider the placement of the student in the program, giving reasonable advance notice to the administrator of the DCJJAEP. A representative of the DCJJAEP may participate in the ARD committee meeting to the extent that the meeting relates to the student's placement or continued placement in the DCJJAEP.

SECTION SEVEN: ACADEMIC REVIEW AND TRANSITION

7.1 The DCJB or its designee, together with the parent or guardian of each student, shall regularly review the student's academic progress. In the case of a high school student, the board or the board's designee, together with the student's parent or guardian, shall review the student's progress towards meeting high school graduation requirements and shall establish a graduation plan for the student. The DCJJAEP is not required to provide a course necessary to fulfill a student's high school graduation requirements other than a course specified under Texas Education Code Section 37.011(d).

7.2 The DCJB shall provide the state - required annual performance reports of all students served by the DCJJAEP. Such evaluation shall reflect the academic performance of students served in the DCJJAEP each

year.

7.3 A teacher employed by the DCJJAEP who holds certification granted under Texas Education Code Section 21.031, *et seq.*, must review all academic work of the student prior to the student's exit from the DCJJAEP and return to the school district, and must certify completion of course work based upon a determination that the student has mastered the essential knowledge and skills for a course at the seventieth percentile pursuant to Texas Education Code Section 28.002,. In accordance with Texas Education Code Section 37.011(d), such certification must be accepted by the school district and all course credit earned by the student while at the DCJJAEP shall be reflected on the student's school district transcript.

7.4 Prior to completion of a student's placement in the DCJJAEP, the DCJJAEP's designee and ISD's representative shall develop, together with the student's parent or guardian, recommendations for the student's transition to the regular school setting.

SECTION EIGHT: ADMINISTRATION OF ALL REQUIRED STATE TESTING

8.1 In accordance with Texas Education Code Section 37.011(d), the parties agree that state-mandated assessment instruments shall be administered to all students enrolled in the DCJJAEP, except where such students are exempt from such testing by an ARD committee or other legal authority. The parties agree that they will cooperate in the acquisition of testing materials, scheduling, and as otherwise necessary in order to facilitate assessment instrument administration. The DCJB shall be responsible for administering assessment instruments to those students enrolled in the DCJJAEP. Prior to scheduled testing dates, the parties will communicate regarding the most efficient method of obtaining secured testing materials for all students placed in the DCJJAEP, and the DCJB and the ISDs will cooperate in the acquisition of such materials for students in the DCJJAEP. Each ISD shall provide to the DCJJAEP administrator the name of a responsible contact person who shall have responsibility, on behalf of each ISD, for coordination of administration of statewide assessment instruments for that ISD's students enrolled in the DCJJAEP. The DCJB shall be responsible for returning all testing material to the appropriate TEA agent.

SECTION NINE: DCJJAEP FACILITIES AND STAFFING

9.1 Facilities and staffing for the DCJJAEP shall be the responsibility of the DCJB and may be provided by the DCJB.

9.2 The DCJB agrees to provide periodic evaluations of the effectiveness of the DCJJAEP.

Such evaluations shall include but not be limited to external evaluation of student performance, fiscal audits, and review of student records, classroom observations, and surveys of students, parents and ISDs.

SECTION TEN: TRANSPORTATION

10.1 Each ISD shall be responsible for providing transportation services for students attending the DCJJAEP, either directly or through an agreement with another provider.

SECTION ELEVEN: RELEASE OF STUDENT AND JUVENILE RECORDS

11.1 The governing body of each party to this Memorandum of Understanding finds that in order to appropriately serve students receiving services under this Memorandum of Understanding, the sharing of information pertinent to the provision of juvenile justice, education and rehabilitation services is essential and in the best interests of the students served. Each party to this Memorandum of Understanding further agrees that any juvenile and/or educational record shared under this Memorandum of Understanding shall be kept strictly confidential and shall only be released to persons with legitimate educational, behavioral and/or treatment-related interests in the student affected.

11.2 Upon referral of a student to the DCJJAEP, the student's home school district shall forward to the DCJJAEP the same records it is required to forward to another public school when a student transfer. The student's home school shall provide the following records to the DCJJAEP:

- (A) For students in middle school, the student's Middle School Plan, which is a list of courses offered, by grade level, and the course credit earned by the student;
- (B) For students in grades 9-12, the student's Graduation Plan, which lists the sequence of courses needed for graduation and the course credit earned by the student;
- (C) The student's current transcript including all achievement test scores recorded on that document;
- (D) The student's current year report card;
- (E) A withdrawal form, which shall indicate the current courses in which the student is enrolled, the current earned grade, and the textbook and other instructional resources being used with that subject;
- (F) The student's records related to State-mandated testing;
- (G) The student's current year attendance record;

- (H) The student's latest Admission, Review and Dismissal (ARD) documents, the Manifestation Determination (MD), the Individualized Education Program (IEP) and the student's Behavior Intervention Plan (BIP), in accordance with Paragraph 6.1 of this Memorandum of Understanding;
- (I) The student's health records;
- (J) The student's home language survey;
- (K) For mandatory expulsions, a police service number must be included; and
- (L) As soon as is practical, the student's home school district shall forward the student's previous year's attendance record.

SECTION TWELVE: FUNDING FOR DCJJAEP AND FISCAL AGENT

12.1 All Districts participating in the MOU must pay a \$3,000.00 annual administrative fee.

12.2 Base Rate - The base rate, as established by DCJB, will be charged for each discretionary expulsion student enrolled in the DCJJAEP. The base rate for those students admitted to the JJAEP for the 2020 – 2021 school year shall be an amount not to exceed One Hundred Fourteen Dollars (\$114.00) per student per day in attendance. The Fiscal Agent shall establish billing, payment, and accounting procedures. The ISDs shall not be charged for mandatory expulsion students enrolled in the DCJJAEP, nor shall any ISD be charged for students placed at the DCJJAEP by order of a Dallas County Juvenile Court Judge. The base rate shall be considered the "actual cost" of the DCJJAEP program for students placed in the DCJJAEP pursuant to Texas Education Code Section 37.0081.

12.3 Student Attendance - Dallas County shall keep accurate records of student attendance at the JJAEP in accordance with TEA guidelines. The County will sign – off, each month on said accuracy. In the event that a student fails to attend school at the JJAEP in accordance with state compulsory attendance laws, Dallas County shall provide the student and the student's parents with a warning notice in compliance with Texas Education Code Section 25.095. A copy of such notice shall be provided to the ISD from which the student was expelled. If a student enrolled in the JJAEP fails to attend school without excuse on 10 or more days or parts of days within a six-month period in the same school year, or if a student fails to attend school without excuse on three or more days or parts of days within a four-week period, the ISD from which the student was expelled may file a complaint against the student or the student's parent or both as provided under Texas Education Code Section 25.0951.

12.4 Fiscal Agent - Region 10 Education Service Center (ESC) shall serve as the Fiscal Agent of the ISDs with respect to payment by the ISDs to the DCJB for DCJJAEP services in accordance with Section 37.012 of the Texas Education Code. In its capacity as Fiscal Agent, ESC shall be responsible for receiving funds from the respective ISDs for the establishment and operation of the DCJJAEP and shall transfer such funds in a timely fashion to the DCJB.

12.5 Assistance to the DCJB - To the extent requested by the DCJB, the ESC shall advise the DCJB regarding the establishment of appropriate record keeping and accounting functions and procedures for the DCJJAEP. DCJB agrees to cooperate with ESC on all matters relating to the ESC's responsibilities as Fiscal Agent for the ISDs concerning the funding for the DCJJAEP.

12.6 Sharing of Financial and Enrollment Information - The DCJB and "the" ESC agree to share information and records, including access to accounting and other non-confidential information, regarding the number of students served by the DCJJAEP and the costs incurred in connection with the establishment and operation of the DCJJAEP, so as to allow ESC to accurately assess and verify the amounts to be paid by the ISDs to the DCJB in connection with the DCJJAEP.

12.7 Maintenance of Depository Account - ESC shall establish and maintain a depository account at its regular depository institution for the deposit of funds from the ISDs, such funds representing the respective ISDs' funding obligations to the DCJB for the DCJJAEP as required by Section 37.012 of the Texas Education Code and as further agreed upon by the parties to this Memorandum of Understanding. All such funds shall be placed in a fully insured depository account, or other insured account as required by law, and any interest accruing from such deposited funds shall be credited to the DCJJAEP to be used for unanticipated or extraordinary expenses of the DCJJAEP and shall not be commingled with the regular operating funds of the ESC. From such funds, ESC shall make payment to the DCJB on behalf of the ISDs for the DCJJAEP as set forth in this Agreement.

12.8 Accounting to ISDs - In its capacity as Fiscal Agent, ESC shall provide accounting to the ISDs on an as-requested basis of the amounts paid to the DCJB in connection with the DCJJAEP, together with supporting documentation.

12.9 Billing - DCJB agrees to establish and coordinate billing arrangements with the ISDs and ESC with respect to the ISDs' funding responsibilities for the DCJJAEP.

12.10 Audit - At least annually, ESC shall provide an audited accounting to the ISDs and DCJB of funds received and paid with respect to the DCJJAEP.

12.11 Budget - In addition to the provision of services as Fiscal Agent, ESC shall provide recommendations to DCJB on budgetary matters relating to the establishment and operation of the DCJJAEP.

12.12 Reimbursement - The ISDs agree to reimburse ESC for its reasonable administrative expenses incurred in its capacity as Fiscal Agent. Such reimbursement responsibility shall be allocated to the ISDs in proportion to their annual funding requirements to the DCJJAEP. ESC shall maintain and provide detailed accounting to the ISDs for all reimbursable administrative expenses incurred in connection with its service as Fiscal Agent and shall submit invoices on a quarterly basis to the ISDs for such services. Revenue that exceeds operating costs will be channeled back into the fund balance for the purpose of operating the JJAEP only.

12.13 Funding Not Required for Certain Students - In the event a juvenile court with jurisdiction over a student who has not been expelled from school orders that the student attend the DCJJAEP as a term or condition of probation, the ISD which the student attended at the time the juvenile court entered such order shall not be required to make any payment to the DCJJAEP under Section 12.1 herein.

SECTION THIRTEEN: TERM OF MEMORANDUM OF UNDERSTANDING

13.1 The initial term of this Memorandum of Understanding shall be for the period from the effective date of this Memorandum of Understanding through July 31, 2021. This Memorandum of Understanding shall be automatically renewed for an additional term of one year on the same terms and conditions, unless one or more of the parties hereto elects to terminate this Memorandum of Understanding by providing written notice to all other parties hereto at least thirty (30) days prior to the expiration of this Memorandum of Understanding, unless terminated sooner. This Memorandum of Understanding may be extended for additional terms of one year upon the mutual consent of the parties evidenced by an extension agreement entered not later than thirty (30) days prior to the termination date of this Memorandum of Understanding, or any extension hereof.

13.2 Any provision of the preceding Section 13.1 to the contrary notwithstanding, this Memorandum of Understanding may be terminated prior to the expiration of the term hereof by written mutual agreement of the DCJB and a participating ISD. In such event, the Memorandum of Understanding will remain in force and effect with respect to the remaining ISDs.

SECTION FOURTEEN: EXPEDITED MAGISTRATE SYSTEM

14.1 The expeditious hearing of all cases related to the DCJJAEP by the juvenile court is crucial to the spirit and the letter of both the Education and the Juvenile Justice Codes. The DCJB and juvenile courts will utilize their best efforts to provide a system whereby all cases related to the DCJJAEP can be heard by the juvenile courts as soon as practicable after the student has been expelled from the school setting.

SECTION FIFTEEN: MISCELLANEOUS

15.1 Amendments - If changed conditions are encountered during the term of this Memorandum of Understanding, the Memorandum of Understanding may be supplemented or amended under terms and conditions mutually agreeable to the parties, provided that all such changes, amendments, supplements or modifications shall be in writing.

15.2 Records and Reporting Requirements - Throughout the term of this Memorandum of Understanding, the Parties agree to establish and maintain detailed records regarding the administration and operation of the ISDs' alternative education programs and DCJJAEP, including information regarding the costs of such programs, including facilities, staffing and administrative expenses.

15.3 Legal Requirements - The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations, in connection with the programs contemplated under this Memorandum of Understanding. This Memorandum of Understanding is subject to all applicable present and future valid laws governing the juvenile justice programs applicable to school districts and/or county juvenile probation departments.

15.4 Notices - Except where oral notice is specifically allowed or required under this Memorandum of Understanding, any notice provided hereunder by any party shall be in writing and may either be (1) delivered by hand to the party or, the party's designated agent; (2) deposited in the United States mail, postage paid; (3) transmitted by telecopy; or (4) delivered by electronic mail transmission, to the addresses that follows, electronic mail address, or telecopy number. Notice deposited in the United States mail in the manner hereinabove described shall be deemed received two (2) business days after such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. Any party may designate a different agent or address for notice purposes by giving the other parties ten (10) days written notice in the manner provided above.

15.5 Integration Clause - This Memorandum of Understanding, including attachments, contains the entire agreement of the parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the parties. No other agreement, statement, or promise made by or to any party, or made by or to any employee, officer, or agent of any party, that is not contained in this Memorandum of Understanding shall be of any force or effect.

15.6 Partial Invalidity - If any term(s) or provision(s) of this Memorandum of Understanding are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Memorandum of Understanding shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the parties hereto to be impossible to perform or shall render the terms of this Memorandum of Understanding to be inconsistent with the intent of the parties hereto.

15.7 Non - assignment - No assignment of this Memorandum of Understanding or of any duty or obligation of performance hereunder, shall be made in whole or in part by any party hereto without the prior written consent of the other parties hereto.

15.8 Waiver - No waiver of a breach of any provision of this Memorandum of Understanding shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

15.9 Immunity - Neither the DCJB, Region 10 Education Service Center nor the ISDs waive or relinquish any immunity or defense on behalf of themselves, their trustees, commissioners, officers, employees, and agents as a result of its execution of this Memorandum of Understanding and performance of the functions and obligations described herein.

15.10 Available Funds - The Parties to this Memorandum of Understanding expressly acknowledge and agree that all monies paid pursuant to this Memorandum of Understanding shall be paid from budgeted available funds for the current fiscal year of each such entity.

15.11 Open Meetings - The meetings at which this Memorandum of Understanding was approved by the Parties' governing boards were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551.

IN WITNESS THEREOF, the undersigned Parties acting under the authority of their respective governing boards have caused this Memorandum of Understanding to be duly executed in multiple counterparts, each of which shall constitute an original, all as of the day and year above first written, which is the date of this Memorandum of Understanding



DeSoto ISD

Meeting Date: September 28, 2020

Meeting Type: Regular

Item Category: Consent Agenda

Primary Contact: Dr. D'Andre Weaver

Presenter(s)/Contact(s): Board President

Item Name: Previous Board Meeting Minutes from May 26, 2020 Amended Minutes and September 14, 2020 Workshop Minutes

Item Summary:

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

Policy Reference:

Related Board Goal: Choose an item.

Related District FOCUS Priority: Choose an item.

Currently Budgeted? Yes No No Budgetary Impact

Fiscal Implications/Funding Source:

Completion or Implementation Timeline:

Recommendation: Administration recommends that the Board

Action Required: Choose an item.

Attachments: Amended minutes from May 26, 2020 and Workshop Minutes from September 14, 2020.

Minutes of Regular Meeting **AMENDED**

The Board of Trustees DeSoto Independent School District

A Regular Meeting of the Board of Trustees of DeSoto Independent School District was held Tuesday, May 26, 2020, beginning at 6:30 PM in the Dalton L. James Administration Board Room, 200 E. Belt Line Rd., DeSoto, Texas.

1. **BOARD ORGANIZATION AND OPERATION – TIME 6:31 PM**

Board Members Present: Karen Daniel, Kathy Goad, DeAndrea Fleming, Amanda Sargent, Dr. Tiffany Clark, Aubrey C. Hooper and Cynthia Banks (Trustee Clark left at 12:33 AM)

A. Welcome, Invocation, Pledges, District Mission Statement and Emergency Statement by Board, Establish Quorum

2. **EXECUTIVE SESSION**

A. **CLOSED SESSION – TIME 6:40 PM**

1. Pursuant to Section §551.071, Texas Government Code, Consultation with District legal counsel regarding procedural and legal issues concerning Level III parent grievance appeals pursuant to Board Policy FNG (LOCAL).

3. **OPEN SESSION – Note 3A will actually be considered in 2A Closed Session Item 12 A will be Considered in Open Session – statement read by Board President**

A. Pursuant to Sections §551.074, §551.082 and §551.0821 Texas Government Code, Pursuant to Board Policy FNG (LOCAL), hearing and deliberations on Parent Level III grievance appeal.

The board heard the parent Level III grievance appeal in Closed Session as noted above.

TIME 9:32 PM return to Open Session

The Board returned to Open Session and moved to Agenda item 12.A. and the Board President called for a motion on the Parent Level III grievance appeal

Motion made by Trustee Aubrey C. Hooper “I move that the Board increase the compensatory service rate to an amount not to exceed \$75.00 per hour and otherwise move that the Board uphold the Level II decision by Administration. Seconded by Trustee Kathy Goad
Vote called, motion passed 7 - 0

Motion made by Trustee Aubrey C. Hooper “I move that the Board direct Administration to work with District legal Counsel to explore possible further resolution with the parents and to make any proposed resolution subject to Board approval. I further move that the Board be provided an update on June 22, 2020. Seconded by Trustee DeAndrea Fleming

Vote called, motion passed 7 - 0

4. CELEBRATIONS/SPECIAL RECOGNITIONS

A. Celebrations/Special Recognitions

- **DeSoto Police, Clergy and Community Senior Event 2020:** We will mention and appreciate the DPCC for their celebration of our
- **The City of Glenn Heights Honks for Hugs Parade:** We will mention and thank the City of Glenn Heights for their celebration of our students
- **The McCowan Middle School DeSoto Food Pantry Donation:** As a community service project, the JROTC donated more than 200 pounds of food to the local food pantry.
- **The McCowan Middle School Service to Local Heroes:** The staff provided lunch to the Glenn Heights Police Department
- **The DeSoto High School Valedictorian, Salutatorian and Top Ten Students:** We will celebrate these students during the school board meeting.
- **May is Better Speech and Hearing Month – Special Education:** We will recognize the Speech and Language specialists in our district.
- **National Nurses Week and School Nurses Day:** We will recognize our nurses and healthcare team members during the school board meeting
- **Duke TIP Recognition for 7th & 8th grade students:** We will recognize the achievement of the students in the Duke Tip Program. There is a list of about 45 participants asked to be read aloud, two state qualifiers for 2020 and one qualifier from 2019 who will be also recognized.
- **A Proclamation for DHS Seniors Class of 2020:** A proclamation will be read in honor of the seniors on behalf of the Board.

5. CITIZEN COMMENTS

- Dena Green – Graduation 2020
- Wanda Roberson – Graduation 2020

6. CONSENT ITEMS – Approved

- A. Collaborative Classroom Libraries Purchase
- B. Minutes from previous meetings

Motion made by Trustee Kathy Goad to approve Consent Items as presented,
seconded by Trustee Tiffany Clark

Vote called, motion pass 7 - 0

7. ACTION ITEMS - Approved

- A. Budget Amendment #11
Presenter: Dr. Don Hooper, Interim CFO

Motion made by Trustee Aubrey C. Hooper to approve as presented, seconded by Trustee Katy Goad
Vote called, motion passed 7 - 0

8. POSSIBLE ACTION ITEMS

- A. Consideration and Possible Approval of CoolSpeak-The Power of YOUth Virtual Camp & Keynote Presentation for Principals – Approved
Presenters: Natalia Fernandez, Chief of Student Support Services and Jereese Johnson, Director Next GenGEARUP

Motion made by Trustee Amanda Sargent to approve as presented, seconded by Trustee Aubrey C. Hooper
Vote called, motion passed 7 - 0

- B. Consideration and Possible Approval of TEA Missed School Day Waiver - March 16th through May 28, 2020 – Approved
Presenter: Ben Mackey, Chief of Research, Evaluation and Design

Motion made by Trustee DeAndrea Fleming to approve as presented, seconded by Trustee Kathy Goad
Vote called, motion passed 7 - 0

- C. Technology 1:1 Purchase – No Action Taken
Presenter: Ben Mackey, Chief of Research, Evaluation and Design

9. COMMUNICATION ITEMS

- A. Grants Update
Presenters: Ben Mackey, Chief of Research, Evaluation and Design, Natalia Fernandez, Chief of Student Support Services, Carmen McClendon, Budget and Grants Manager, and Eddie Trevino, EGT Institute Inc.

10. REPORTS ITEMS

- A. March Financials
Presenter: Dr. Don Hooper, Interim CFO
- B. April Tax Collections
Presenter: Dr. Don Hooper, Interim CFO

11. **EXECUTIVE SESSION** - As Authorized under Government Code of Texas: Attorney Consultation §551.071, Real Property §551.072, Prospective Gifts §551.073, Personnel Matters §551.074, Student Discipline §551.082, Employee-Employee Complaints §551.082, Security Devices §551.076, Economic Development Negotiations §551.087, Homeland Security §418.183(f), Student Information §551.0821, Medical or Psychiatric Records §551.0785; Education Code: Assessment Instruments §39.030(a)

CLOSED SESSION ITEM: TIME 11:17 PM

- A. Pursuant to Texas Government Code §551.074 (Personnel), Discussions regarding personnel matters, including restructuring of organizational chart and possible restructuring of program offerings.

12. OPEN SESSION: TIME 1:07 AM

A. Discussion and possible action (if necessary) on matters discussed in Executive Session.

No Action was taken when the Board returned to Open Session at 1:07AM.

Action was taken under Item 12.A. following the Parent Level III Grievance Appeal as noted above.

13. ADJOURN – TIME 1:07 AM



DeSoto ISD

Meeting Date: September 28, 2020

Meeting Type: Regular

Item Category: Consent Agenda

Primary Contact: Dr. D'Andre Weaver

Presenter(s)/Contact(s): Board President

Item Name: Resignation of Trustee Aubrey Christopher Hooper

Dear Dr. Weaver:

I would like to inform you that I am resigning from my position as a member of the DeSoto ISD Board of Trustees, effective September 28, 2020 at 11:59PM. I would like to thank all of the students, parents, staff, and community members of DeSoto ISD for allowing me the opportunity to serve this school district for the past 9 plus years. I have truly enjoyed my tenure with DeSoto ISD Board of Trustees, and am more than grateful for the opportunity to work directly with the students to assist them in pursuing their greatest ambitions. This by far was one of the hardest decisions that I have ever made because I will truly miss having the opportunity to invest into the lives of the young people that we serve. Although my tenure was extended longer than expected, I appreciate the additional time to work with district leaders on how we can better serve our students. If I can be of any assistance during this transition in order to facilitate the seamless passing of my responsibilities to my successor, please let me know. I would be glad to help however I can.
Sincerely,

Aubrey C. Hooper
Trustee, DeSoto Independent School District

Recommendation: To accept the resignation of Trustee Aubrey Christopher Hooper

Action Required

Record Vote



Meeting Date: 9/28/2020

Meeting Type: Regular

Item Category: Possible Action Item

Primary Contact: Dr. D'Andre Weaver

Presenter(s)/Contact(s): Benard Miraglia

Item Name: Declare emergency at warehouse to permit noncompetitive proposal

Item Summary:

This agenda item requests that the Board of Trustees declare that an emergency exists at the site of the warehouse fire to permit noncompetitive proposals through solicitation of a proposal from only one source.

The parameters set by the Uniform Guidance at 2 CFR 200.320(f) regarding noncompetitive procurement through solicitation of a proposal from only one source and may be used only when a proposal for one source will not permit a delay resulting from competitive solicitation.

The fire caused damage to the electrical wires that power the Food Service warehouse. Consequently, power to the refrigeration units was interrupted. Those refrigerated units are required right away in order to provide storage for commodities. The quote to complete the work was provided by an electrician, Johnson Electric Company, for \$105,000.

Policy Reference: 2 CFR 200.320(f)

Related Board Goal: Goal 1: Future Readiness

Related District FOCUS Priority: Fiscal Management

Currently Budgeted? Yes No No Budgetary Impact

Fiscal Implications/Funding Source: Insurance proceeds

Completion or Implementation Timeline: Immediate

Recommendation: Administration recommends that the Board

Action Required: Record vote.

Attachments: Quote

Electric, LLC

DBA Johnson Electric Company

September 8, 2020

Desoto Independent School District
200 W. Parkerville Rd.
Desoto, Texas 75115

Ref: Desoto Food Service building – Main Service

Don,

Please find the following pricing and scope of work to build a new electrical service for the Food service freezer building. **\$105,000.00**

1. Build a new stand-alone 1600-amp 120/240-volt three phase electrical service for the facilities building and the food service building.
2. 55' – 1600A electrical riser 4-4" conduits with 4-600MCM cables on each one from the meter to up the Oncor pole
3. Build a service rack for the meter, 1200A switch and the 800A switch
4. 160' of 1200A of underground feeder 3-4" conduits with 4-600MCM cables in each one.
5. Provide 1 – 800A main switch for the rebuild of the facilities building.
6. Stub out 2 – 4" empty conduits for the new future rebuilt facilities building
7. Dig up and capture the existing underground feeder for the food service building
8. 1 Underground splice box located on the south side of the building
9. Splice into the existing feeder with the new service conductors
10. Saw cut, remove and replace 30' of concrete on the south side of the building
11. Pour a new house keeping pad around the new service meter and main switches
12. Grounding
13. Permit

Thank you,

Adam Jones



Meeting Date: September 28, 2020

Meeting Type: Regular

Item Category: Consent Agenda

Primary Contact: AJ Crabill

Presenter(s)/Contact(s): AJ Crabill

Item Name: Recommendation of additional audit services to be provided by Whitley Penn

Item Summary:

Whitley Penn has identified a set of enhanced audit items that need to be completed

Policy Reference:

Related Board Goal: Choose an item.

Related District FOCUS Priority: Fiscal Management

Currently Budgeted? Yes No No Budgetary Impact

Fiscal Implications/Funding Source:

Completion or Implementation Timeline:

Recommendation: Approval of additional audit services provided by Whitley Penn

Action Required: Record vote.

Attachments: Letter from Whitley Penn regarding enhance audit

September 14, 2020

Mr. A.J. Crabill
Deputy Commissioner of Governance
Texas Education Agency
Conservator for Desoto ISD
1701 N. Congress Avenue
Austin, Texas 780701

Dear Mr. Crabill,

We appreciate the opportunity to expand our scope of services for Desoto ISD (the "District"). In addition to the annual financial statement and compliance audit for the fiscal year ended June 30, 2020, we will also assist the District in compiling financial information for fiscal year 2021, which includes the following:

- Monthly year-to-date financial statements for the General Fund (Fund 199), Debt Service Fund (599) and Child Nutrition Fund (Fund 240), Special Revenue Funds and the self-insured worker's compensation program. Once the District completes the closing process for fiscal year 2020, we will begin preparing the 2021 financial statements.
- Budget-to-actual payroll costs comparisons with explanations for variances along with recommendations to remedy unfavorable variances.
- Monthly year-to-date budget-to-actual comparisons for the General Fund, Debt Service Fund and Child Nutrition Fund beginning with September 30, 2020 and after as requested by the District
- Cash flow projections through June 30, 2021. We will need to obtain and review certain information and have certain discussions as described below:
 - State Aid template and consultations with Texas Association of School Business Officials
 - Enrollment and average daily attendance reports
 - Monthly property tax reports for actual collections and estimated collections based on historical information
 - Principal and interest payments on long-term debt using the financial advisor's amortization schedules
 - Discussions with financial advisors
 - Investment reports
- Assist in the review of the bank reconciliations for timely completion

We anticipate frequent questions and requests for data from finance, human resources, and PEIMS personnel. We will also need read-only access to the District's financial software Prologic TEAMS.

Mr. A.J. Crabill
Texas Education Agency
Deputy Commissioner of Governance
Desoto ISD Conservator

Our hourly rates by staff level are presented below.

Level	Rate
Partner	\$345
Manager	\$260
Senior Associate	\$205
Associate	\$195

Our fee estimate is \$42,000. We will provide you with a weekly status update on tasks completed and hours spent. Should we need additional fees, we will request authorization prior to incurring any time or expenses. Our estimated completion date for the cash flow projections is November 30, 2020. The monthly year-to-date budget-to-actual comparisons will be ongoing through June 30, 2020.

It is understood and agreed that Whitley Penn's services may include recommendations, but all decisions in connection with the implementation of such recommendations shall be the responsibility of, and made by, the management of the District.

We appreciate the opportunity to be of service to you. Should you have any questions, please let us know. Feel free to reach me by email Celina.Cereceres@whitleypenn.com or by mobile at 713-377-3667.

Sincerely,



Celina Cereceres
Audit Partner
Whitley Penn, LLP