



Learners Today...

Leaders Tomorrow...

*Mustangs  
Forever!*

**Marble Falls ISD  
Regular Meeting**

**Monday, April 15, 2013  
6:00 PM**

**AGENDA OF REGULAR MEETING**  
**MARBLE FALLS INDEPENDENT SCHOOL DISTRICT**  
**BOARD OF TRUSTEES**  
**MONDAY, APRIL 15, 2013 – 6:00 PM**  
**Marble Falls ISD Central Office Community Room**

Notice is hereby given that on April 15, 2013, the Board of Trustees of the Marble Falls Independent School District will hold a Regular meeting at 6:00 PM, at the Marble Falls ISD Central Office Community Room.

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 order shown on this meeting notice. The Board will consider and may act on the “Consent Agenda” with one vote. Any Trustee may request the removal of an item from the “Consent Agenda” for individual consideration and action.

1. Call to Order  
Presenter: Rick Edwards, President
2. Roll Call  
Presenter: Rick Edwards, President
3. Invocation  
Presenter: Mike Savage
4. Pledge to the Flags  
Presenter: Karl Westerman
5. Spotlight on Excellence
  - A. Marble Falls High School Band State Qualifiers  
Presenter: Manny Lunoff/Brad Behrens
  - B. MFHS PBIS Students  
Presenter: Manny Lunoff
6. Public Hearing for Optional Flexible School Day Program Annual Performance Report & Application for 2013-2014  
Presenter: Peggy Little
7. Citizen Comments
8. Consent Agenda
  - A. Approval of Minutes 4
  - B. Approval of Financial Report 9
  - C. Budget Amendments 23
  - D. Approval of TASB Initiated Localized Update 96 Affecting Local Policies: DEC - Compensation and Benefits/Leaves and Absences; EFAA - Instructional Materials/Selection and Adoption; and FEB - Attendance/Attendance Accounting 27
  - E. Approval of Revision to Policy DED 105
  - F. Approval of Optional Flexible School Day Application for 2013-2014 107
  - G. Discussion and Possible Approval of Agreement with City of Marble Falls for School Resource Officer 119
9. Action Items
  - A. Discussion and Possible Approval of Extra-Curricular Handbook  
Presenter: Allen Roberts 125
10. Executive Session
  - A. Discussion of District Security - TX Gov't Code Section 551.076 144
  - B. Discussion of Professional Personnel, TX Govt. Code Section 551.074 145

Presenter: Rob O'Connor

C. Discussion of MFISD Professional Contracts - TX Govt. Code Section 551.074

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Presenter: Rob O'Connor

11. Discussion and Possible Approval of Action Arising from Executive Session

Presenter: Rob O'Connor

A. Employment of Professional Personnel

Presenter: Rob O'Connor

B. Renewal of MFISD Professional Contracts

Presenter: Rob O'Connor

12. Adjourn

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

FOR THE BOARD OF TRUSTEES  
MARBLE FALLS INDEPENDENT SCHOOL

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Rob O'Connor, Superintendent of Schools

Marble Falls Independent School District  
Board Meeting Minutes  
March 25, 2013

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Rick Edwards, President, called the regular meeting to order at 6:13 p.m. at the Marble Falls ISD Administration Building. A quorum was present; notice of this meeting was posted in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551.

**Board Members Present:** Rick Edwards, Kelly Fox, Mike Savage and Karl Westerman  
Kevin Naumann arrived at 6:24 p.m.  
Tommy Chaney arrived at 6:55 p.m.

**Board Members Absent:** Craig Mabray

**Administrators Present:** Dr. Rob O'Connor, Superintendent, Allen Roberts, Wade Stanford, Susan Maughan, John Schumacher, Eric Penrod, Bruce Peckover, Leslie Baty, Lee Courville, Michael Pittard, Peggy Little, Kevin Wier, Mary Davidson, Keith Powell, Manuel Lunoff and Melissa Fields

**Members of the Press:** Adam Troxtell, *The Highlander*

**Spotlight on Excellence**

The Board recognized the Marble Falls High School Choir for their recent successes at spring competitions. Mr. Gage, Director, shared an overview of the experiences that the students had on their trip to London.

**Citizen Comments**

Arlett Long, parent, expressed a concern regarding the limited summer school offerings for elementary age students.

Robin Dahl, parent, informed the Board of her motivations for starting a parent advocacy group as well as shared her concern about the focus on and the stress of the state testing.

Rosalie Hudson, parent, expressed her concern regarding some situations at Spicewood Elementary and her intention to file a grievance.

Kevin Naumann arrived at 6:24 p.m.

**Consent Agenda**

Upon a motion by Kelly Fox, second by Karl Westerman, the Board approved the following from the consent agenda:

- Approval of minutes from previous meetings:
  - Regular – February 18, 2013
  - Special – February 25, 2013
- Financial report as of February 2013
- Budget amendments as recommended by David Hemond, Accounting Supervisor

- Approval of Capital Area Regional Day School Program for Deaf Shared Services Agreement
- Quarterly Investment Report
- Approval of Instructional Materials Allotment and TEKS Certification for 2013-2014

For: 5                  Against: 0                  Absent: 2

Tommy Chaney arrived @ 6:55 p.m.

**Action Item**

**MFHS Choir Trip**

Upon a motion by Kelly Fox, second by Kevin Naumann, the Board approved an out of state trip for the Marble Falls High School Choir to travel to New York City during Spring Break 2014.

For: 6                  Against: 0                  Absent: 1

**Certification of Unopposed Candidates**

Upon a motion by Kevin Naumann, second by Kelly Fox, the Board approved the certification of the following candidates as unopposed for election as trustee of the Marble Falls ISD School Board; election scheduled to be held on Saturday, May 11, 2013:

Place 1 - Mike Savage  
Place 2 – Karl Westerman

For: 6                  Against: 0                  Absent: 1

**Order of Cancellation**

Upon a motion by Karl Westerman, second by Kevin Naumann, the Board approved the order of cancellation of the May 11, 2013 Board of Trustees Election officially electing unopposed candidates, Mike Savage and Karl Westerman.

For: 6                  Against: 0                  Absent: 1

**Resolution Providing for the Sale of Property Acquired at Delinquent Tax Sale**

Upon a motion by Karl Westerman, second by Kelly Fox, the Board approved a resolution providing for the sale of property acquired by the Burnet Central Appraisal District at a delinquent tax sale described as Lots 7 and 8, Sherwood Downs Section of Sherwood Shores, Granite Shoals, Texas, to Sylvia J DeBartolo for the sum of \$1400.00.

For: 6                  Against: 0                  Absent: 1

Upon a motion by Karl Westerman, second by Mike Savage, the Board approved a resolution providing for the sale of property acquired by the Burnet Central Appraisal District at a delinquent tax sale described as 163 lots, Horseshoe Bay South, Burnet County, Texas to Diego Homes., LLC. for the sum of 97,800.00 being \$600.00 for each lot.

For: 6                  Against: 0                  Absent: 1

**School Calendar for 2013-2014**

Upon a motion by Kelly Fox, second by Karl Westerman, the Board approved the 2013-2014 school year calendar.

For: 6                  Against: 0                  Absent: 1

**Career and Technology Education Committee Update**

Eric Penrod, Director of Secondary Education, reviewed the timelines of the CTE curriculum audit with the goal to present final recommendations at the May board meeting; discussed the progress made at each of the meetings to-date; and the aspirations/plans the committee has to develop a program with a focus on college and career readiness.

**Technology Committee Update**

Wade Stanford, Director of Financial Services, reviewed the goals of and reasons for the committee and the outcomes of the past meetings noting that interviews have been conducted with students and teachers from all levels of the district to determine the wants and needs of the stakeholders.

**Executive Session**

At 7:34 p.m. the Board adjourned into executive session to consult with legal counsel (TX Govt. Code 551.071) and to discuss personnel matters (Gov't Code 551.074) specifically new personnel and renewal/extension of district administrators' contracts. The Board reconvened into open session at 10:36 p.m.

Kevin Naumann left the meeting at approximately 9:45 p.m. while the Board was still in executive session.

Upon a motion by Tommy Chaney, second by Kelly Fox, the Board approved the following contract renewals or extensions:

Central Office

Two Year Term Contract  
Todd Dodge

One Year Term Contract  
Lee Courville  
Susan Maughan  
Janice Mauldin  
Eric Penrod  
Allen Roberts  
Wade Stanford

Campus Principals

Two Year Term Contract  
Leslie Baty

One Year Term Contract  
Peggy Little

Bruce Peckover  
Keith Powell

Manny Lunoff  
Michael Pittard  
John Schumacher

Coordinators/Directors

One Year Contract

Melissa Fields  
Leslie Talamantes  
Cord Woerner

Assistant Principals

One Year Contract

Alton Clark Fields  
Karol French  
Dana Green  
Mickey Hughes  
Stacy Lashbrook  
Mark Richert

For: 5

Against: 0

Absent: 2

The Board was informed of the employment of the following personnel on employment agreements:

Marble Falls Elementary – Evia Ballard and Tara Stannard  
Marble Falls Middle School – Lee Munn

The Board was informed of the following resignations:

Marble Falls High School  
Marcia Back – Assistant Principal effective 6/26/13

Marble Falls Middle School  
Paula Clymer – Science teacher leader effective 6/1/13  
Ryan Gentry – PE teacher/coach effective 3/18/13  
Karen Gurganus – Special Ed LA effective 6/1/13  
Karman Tindell – LA teacher effective 6/1/13

Highland Lakes Elementary  
Shirley Baker – 5<sup>th</sup> grade teacher effective 6/1/13  
Cynthia Dixon – Math Interventionist effective 6/1/13  
Amy McCoy – 5<sup>th</sup> grade Bilingual effective 3/8/13

Marble Falls Elementary  
Brooke Gentry – 2<sup>nd</sup> grade teacher effective 3/8/13

**Adjournment:**

Hearing no objection, the Board adjourned at 10:37 p.m.

**Approved:**

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Rick Edwards, President

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Craig Mabray, Secretary

**Marble Falls ISD**  
**Statement of Revenues and Expenditures - General Fund**  
**As of March 31, 2013**

58%	Of Fiscal Year	CURRENT YEAR				PRIOR YEAR		
		BUDGET	YTD ACTIVITY	BALANCE	% OF BUDGET	BUDGET	YTD ACTIVITY	% OF FINAL BUDGET
<b>REVENUES</b>								
5710	LOCAL TAX REVENUES	\$ 30,984,171	\$ 29,170,290	\$ 1,813,881	94.15%	\$ 29,990,749	\$ 28,202,955	94.04%
57XX	OTHER LOCAL REVENUES	\$ 389,768	\$ 405,293	\$ (15,525)	103.98%	\$ 433,502	\$ 271,864	62.71%
58XX	STATE PROG. REVENUES	\$ 5,006,153	\$ 4,387,432	\$ 618,721	87.64%	\$ 7,640,504	\$ 4,615,499	60.41%
5900	FEDERAL REVENUE	\$ 410,000	\$ 416,777	\$ (6,777)	101.65%	\$ 210,000	\$ 418,680	199.37%
	<b>TOTAL REVENUE</b>	<b>\$ 36,790,092</b>	<b>\$ 34,379,792</b>	<b>\$ 2,410,300</b>	<b>93.45%</b>	<b>\$ 38,274,755</b>	<b>\$ 33,508,998</b>	<b>87.55%</b>
<b>EXPENDITURES</b>								
11	INSTRUCTION	\$ 17,452,249	\$ 10,044,551	\$ 7,407,698	57.55%	\$ 17,999,077	\$ 9,956,172	55.31%
12	LIBRARY	\$ 487,309	\$ 270,608	\$ 216,702	55.53%	\$ 482,143	\$ 307,260	63.73%
13	STAFF DEVELOPMENT	\$ 253,124	\$ 99,283	\$ 153,841	39.22%	\$ 157,828	\$ 78,656	49.84%
21	INST ADMINISTRATION	\$ 662,417	\$ 374,746	\$ 287,671	56.57%	\$ 594,595	\$ 332,619	55.94%
23	SCHOOL ADMINISTRATION	\$ 2,049,941	\$ 1,156,275	\$ 893,667	56.41%	\$ 2,164,191	\$ 1,230,158	56.84%
31	GUID AND COUNSELING	\$ 1,054,873	\$ 615,863	\$ 439,010	58.38%	\$ 1,103,203	\$ 649,222	58.85%
33	HEALTH SERVICES	\$ 364,043	\$ 208,976	\$ 155,067	57.40%	\$ 391,009	\$ 226,195	57.85%
34	PUPIL TRANSP - REGULAR	\$ 1,755,292	\$ 949,771	\$ 805,521	54.11%	\$ 1,345,029	\$ 1,053,677	78.34%
36	CO-CURRICULAR ACT	\$ 1,382,414	\$ 835,422	\$ 546,992	60.43%	\$ 1,331,897	\$ 831,056	62.40%
41	GEN ADMINISTRATION	\$ 1,283,074	\$ 661,225	\$ 621,850	51.53%	\$ 1,142,880	\$ 697,925	61.07%
51	PLANT MAINT & OPERATION	\$ 3,902,564	\$ 2,280,047	\$ 1,622,517	58.42%	\$ 4,363,243	\$ 2,336,266	53.54%
52	SECURITY & MONITORING	\$ 77,119	\$ 6,053	\$ 71,066	7.85%	\$ 83,082	\$ 16,637	20.02%
53	DATA PROCESSING	\$ 957,957	\$ 646,289	\$ 311,668	67.47%	\$ 857,053	\$ 542,384	63.28%
61	COMMUNITY SERVICES	\$ 52,790	\$ 41,580	\$ 11,209	78.77%	\$ 53,341	\$ 38,562	72.29%
81	FACILITIES ACQ & CONST	\$ 42,760	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
91	STUDENT ATTENDANCE CR	\$ 4,418,176	\$ 1,262,336	\$ 3,155,840	28.57%	\$ 5,567,564	\$ 1,652,413	29.68%
99	PURCHASES & CONT SRVS	\$ 686,614	\$ 485,731	\$ 200,883	70.74%	\$ 667,570	\$ 495,841	74.28%
	<b>TOTAL EXPENDITURES</b>	<b>\$ 36,882,716</b>	<b>\$ 19,938,756</b>	<b>\$ 16,901,201</b>	<b>54.06%</b>	<b>\$ 38,303,705</b>	<b>\$ 20,445,043</b>	<b>53.38%</b>
7000	Other Sources		\$ -			Other Sources	\$ -	
8000	Other Uses		\$ -			Other Uses	\$ -	
1200	EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	\$ 14,441,036				EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES - FY 2011-12	\$ 13,063,955	
3000	BEG FUND BAL 09/01/12	\$ 9,149,072	Audited					
3000	END FUND BAL 3-31-13	\$ 23,590,108	Unaudited					

**Marble Falls ISD**  
**Statement of Revenues and Expenditures - Food Service**  
**As of March 31, 2013**

58%	Of Fiscal Year	CURRENT YEAR				PRIOR YEAR		
		BUDGET	YTD ACTIVITY	BALANCE	% OF BUDGET	BUDGET	YTD ACTIVITY	% OF FINAL BUDGET
<b>REVENUES</b>								
57XX	Local & Intermed Revenues	\$ 606,453	\$ 447,959	\$ 158,493	73.87%	\$ 902,562	\$ 476,474	52.79%
58XX	State Program Revenues	\$ 12,110	\$ -	\$ 12,110	0.00%	\$ 12,110	\$ -	0.00%
59xx	Federal Program Revenues	\$ 1,452,229	\$ 933,253	\$ 518,976	64.26%	\$ 1,457,334	\$ 941,051	64.57%
	<b>TOTAL REVENUE</b>	<b>\$ 2,070,792</b>	<b>\$ 1,381,213</b>	<b>\$ 689,579</b>	<b>66.70%</b>	<b>\$ 2,372,006</b>	<b>\$ 1,417,525</b>	<b>59.76%</b>
<b>EXPENDITURES</b>								
61	PAYROLL COST	\$ 742,647	\$ 454,838	\$ 287,809	61.25%	\$ 1,261,933	\$ 440,691	34.92%
62	PURCHASE & CONTRACTED	\$ 19,644	\$ 13,519	\$ 6,125	68.82%	\$ 15,221	\$ 9,839	64.64%
63	SUPPLIES AND MATERIALS	\$ 980,348	\$ 684,897	\$ 295,451	69.86%	\$ 1,052,302	\$ 971,822	92.35%
64	OTHER OPERATING EXP	\$ 9,850	\$ 4,775	\$ 5,075	48.48%	\$ 10,225	\$ 4,923	48.15%
66	CPTL OUTLAY	\$ 25,000	\$ -	\$ 25,000	0.00%	\$ 32,325	\$ 12,083	37.38%
	<b>TOTAL EXPENDITURES</b>	<b>\$ 1,777,489</b>	<b>\$ 1,158,029</b>	<b>\$ 619,460</b>	<b>65.15%</b>	<b>\$ 2,372,006</b>	<b>\$ 1,439,357</b>	<b>60.68%</b>
7000	Other Sources		\$ -			\$ -	\$ -	
8000	Other Uses		\$ -			\$ -	\$ -	
1200	EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	\$ 223,184				EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES - FY 2011-12	\$ (21,832)	
3000	BEG FUND BAL 09/01/12	\$ 562,560	Audited					
3000	END FUND BAL 3-31-13	\$ 785,744	Unaudited					

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*Marble Falls Independent School District*

*Financial Report*

*April 15, 2013*

*\*\*Check Payment Fund Summary\*\**

*\*\*Expenditure to Budget Report\*\**

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*Check Payment Fund Summary*

*For Bills Paid*

*March 1 – March 31, 2013*

FUND SUMMARY

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BALANCE SHEET</u>	<u>REVENUE</u>	<u>EXPENSE</u>	<u>TOTAL</u>
163	PAYROLL CLEARING FUND	715,422.44	0.00	0.00	715,422.44
199	GENERAL FUND	55,404.81	0.00	655,939.40	711,344.21
211	TITLE I PART A, BASIC PROGRAMS	3,670.94	0.00	0.00	3,670.94
224	IDEA PART B FORMULA	2,575.25	0.00	14,268.76	16,844.01
225	IDEA PART B PRESCHOOL	98.88	0.00	0.00	98.88
240	FOOD SERVICE	3,426.07	0.00	109,196.18	112,622.25
244	VOC. ED.-BASIC GRANT	0.00	0.00	1,058.36	1,058.36
255	TITLE II PART A TCHR & PRINCPL	547.84	0.00	847.00	1,394.84
263	TITLE III - BILINGUAL	186.87	0.00	4,246.25	4,433.12
270	TITLE VI, PART B	373.71	0.00	0.00	373.71
276	Texas Title I Priority Schools	6,324.01	0.00	18,258.73	24,582.74
***	Fund Summary Totals ***	788,030.82	0.00	803,814.68	1,591,845.50

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

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*Expenditure to Budget Report*

*April 15, 2013*

*General Operating Fund*

*&*

*Food Service Fund*

Obj	Obj	2012-13 ESTIMATED REVENUE	March 2012-13 MTHLY ACTIVITY	2012-13 Activity	REVENUE BALANCE	PERCENT REALIZED	2012-13 YTD %
199	GENERAL FUND						
5700	REVENUE-LOCAL & INTERMED						
571-	LOCAL REAL-PROPERTY TAXES	30,984,171.00	626,803.14	29,170,289.97	1,813,881.03	95.10	94.15
573-	TUITION & FEES FROM PATRONS	50,000.00	1,225.00	39,833.00	10,167.00	79.67	79.67
574-	TRANS FROM WITHIN STATE	204,268.00	72,026.49	259,714.74	-55,446.74	127.14	127.14
575-	ENTERPRISING ACTIVITIES	135,500.00	2,836.78	105,744.99	29,755.01	78.04	78.04
57--	REVENUE-LOCAL & INTERMED	31,373,939.00	702,891.41	29,575,582.70	1,798,356.30	95.21	94.27
5800	STATE PROGRAM REVENUES						
581-	PER CAPITA-FOUNDATION REV	3,763,236.00	278,408.00	3,649,146.00	114,090.00	96.97	96.97
582-	STATE REVENUE DISTRBD BY TEA	5,000.00	300.00	1,500.00	3,500.00	30.00	30.00
583-	TRS ON BEHALF BENEFIT	1,237,917.00	103,428.86	736,785.75	501,131.25	59.52	59.52
58--	STATE PROGRAM REVENUES	5,006,153.00	382,136.86	4,387,431.75	618,721.25	87.64	87.64
5900	FEDERAL PROGRAM REVENUES						
14	591- FEDERALLY DIST REVENUES	40,000.00	0.00	65,693.21	-25,693.21	164.23	164.23
	592-	20,000.00	0.00	0.00	20,000.00	0.00	0.00
	593- VOC ED NON FOUNDATION	350,000.00	0.00	351,083.94	-1,083.94	100.31	100.31
	59-- FEDERAL PROGRAM REVENUES	410,000.00	0.00	416,777.15	-6,777.15	101.65	101.65
	---- GENERAL FUND	36,790,092.00	1,085,028.27	34,379,791.60	2,410,300.40	94.26	93.45

Obj	Obj	2012-13 ESTIMATED REVENUE	March 2012-13 MTHLY ACTIVITY	2012-13 Activity	REVENUE BALANCE	PERCENT REALIZED	2012-13 YTD %
240	FOOD SERVICE						
5700	REVENUE-LOCAL & INTERMED						
574-	TRANS FROM WITHIN STATE	1,969.00	365.22	1,789.43	179.57	90.88	90.88
575-	ENTERPRISING ACTIVITIES	604,483.84	50,272.35	446,169.98	158,313.86	75.61	73.81
57--	REVENUE-LOCAL & INTERMED	606,452.84	50,637.57	447,959.41	158,493.43	75.66	73.87
5800	STATE PROGRAM REVENUES						
582-	STATE REVENUE DISTRBTD BY TEA	12,110.00	0.00	0.00	12,110.00	0.00	0.00
58--	STATE PROGRAM REVENUES	12,110.00	0.00	0.00	12,110.00	0.00	0.00
5900	FEDERAL PROGRAM REVENUES						
592-		1,452,229.12	161,668.77	933,253.25	518,975.87	64.26	64.26
59--	FEDERAL PROGRAM REVENUES	1,452,229.12	161,668.77	933,253.25	518,975.87	64.26	64.26
----	FOOD SERVICE	2,070,791.96	212,306.34	1,381,212.66	689,579.30	67.23	66.70

Number of Accounts: 49

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

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Obj	Obj	2012-13 ESTIMATED REVENUE	March 2012-13 MTHLY ACTIVITY	2012-13 Activity	REVENUE BALANCE	2012-13 YTD %
199	GENERAL FUND					
5---	REVENUE	36,790,092.00	1,085,028.27	34,379,791.60	2,410,300.40	93.45
----	GENERAL FUND	36,790,092.00	1,085,028.27	34,379,791.60	2,410,300.40	93.45
240	FOOD SERVICE					
5---	REVENUE	2,070,791.96	212,306.34	1,381,212.66	689,579.30	66.70
----	FOOD SERVICE	2,070,791.96	212,306.34	1,381,212.66	689,579.30	66.70

Number of Accounts: 49

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

Obj	Obj	2012-13 BUDGET	ENCUMBRANCE YTD	2012-13 EXPENDITURES	March 2012-13 ACTIVITY	2012-13 BALANCE	2012-13 YTD %
199	GENERAL FUND						
11	INSTRUCTION						
61--	PAYROLL COSTS	16,572,288.52	0.00	9,643,063.14	1,386,965.79	6,929,225.38	58.19
62--	PURCHASE & CONTRACTED SVS	314,087.03	32,888.05	220,092.30	16,801.61	61,106.68	70.07
63--	SUPPLIES AND MATERIALS	523,320.95	41,955.09	157,749.67	32,852.53	323,616.19	30.14
64--	OTHER OPERATING EXPENSES	31,014.50	1,641.00	12,108.16	1,935.60	17,265.34	39.04
66--	CPTL OUTLY LAND BLDG & EQ	11,538.00	0.00	11,538.00	0.00	0.00	100.00
----	INSTRUCTION	17,452,249.00	76,484.14	10,044,551.27	1,438,555.53	7,331,213.59	57.55
12	INST. RESOURCES & MEDIA SVCS						
61--	PAYROLL COSTS	387,702.49	0.00	214,724.07	26,993.80	172,978.42	55.38
62--	PURCHASE & CONTRACTED SVS	20,434.00	0.00	8,794.52	538.00	11,639.48	43.04
63--	SUPPLIES AND MATERIALS	73,740.74	13,588.89	43,519.45	8,102.90	16,632.40	59.02
64--	OTHER OPERATING EXPENSES	5,432.26	1,195.10	3,569.82	937.82	667.34	65.72
----	INST. RESOURCES & MEDIA S	487,309.49	14,783.99	270,607.86	36,572.52	201,917.64	55.53
13	CURRICULUM DEV & INST STFF DEV						
61--	PAYROLL COSTS	181,239.86	0.00	77,976.28	7,827.15	103,263.58	43.02
62--	PURCHASE & CONTRACTED SVS	33,490.00	7,974.00	5,200.00	1,300.00	20,316.00	15.53
63--	SUPPLIES AND MATERIALS	5,315.00	1,144.06	1,720.15	1,276.22	2,450.79	32.36
64--	OTHER OPERATING EXPENSES	33,079.00	4,321.61	14,386.81	927.60	14,370.58	43.49
----	CURRICULUM DEV & INST STF	253,123.86	13,439.67	99,283.24	11,330.97	140,400.95	39.22
21	INSTRUCTIONAL LEADERSHIP						
61--	PAYROLL COSTS	627,536.71	0.00	361,321.73	51,493.48	266,214.98	57.58
62--	PURCHASE & CONTRACTED SVS	6,441.00	1,671.46	2,282.54	435.49	2,487.00	35.44
63--	SUPPLIES AND MATERIALS	20,739.00	395.06	8,002.80	87.86	12,341.14	38.59
64--	OTHER OPERATING EXPENSES	7,700.00	339.30	3,138.85	144.20	4,221.85	40.76
----	INSTRUCTIONAL LEADERSHIP	662,416.71	2,405.82	374,745.92	52,161.03	285,264.97	56.57

Obj	Obj	2012-13 BUDGET	ENCUMBRANCE YTD	2012-13 EXPENDITURES	March 2012-13 ACTIVITY	2012-13 BALANCE	2012-13 YTD %
199	GENERAL FUND						
23	SCHOOL LEADERSHIP						
61--	PAYROLL COSTS	1,953,482.98	0.00	1,117,947.96	158,412.21	835,535.02	57.23
62--	PURCHASE & CONTRACTED SVS	23,544.00	7,922.68	10,488.32	1,434.63	5,133.00	44.55
63--	SUPPLIES AND MATERIALS	55,714.00	4,465.23	20,255.55	4,306.25	30,993.22	36.36
64--	OTHER OPERATING EXPENSES	17,200.50	996.87	7,582.69	311.91	8,620.94	44.08
----	SCHOOL LEADERSHIP	2,049,941.48	13,384.78	1,156,274.52	164,465.00	880,282.18	56.41
31	GUIDANCE & COUNSELING						
61--	PAYROLL COSTS	1,011,049.01	0.00	592,569.10	84,713.75	418,479.91	58.61
62--	PURCHASE & CONTRACTED SVS	14,335.00	5,400.00	3,045.50	0.00	5,889.50	21.25
63--	SUPPLIES AND MATERIALS	20,636.00	485.22	13,846.52	6,087.83	6,304.26	67.10
64--	OTHER OPERATING EXPENSES	8,853.00	618.37	6,402.17	339.42	1,832.46	72.32
----	GUIDANCE & COUNSELING	1,054,873.01	6,503.59	615,863.29	91,141.00	432,506.13	58.38
33	HEALTH SERVICES						
61--	PAYROLL COSTS	352,595.77	0.00	205,488.53	29,356.23	147,107.24	58.28
62--	PURCHASE & CONTRACTED SVS	414.00	0.00	0.00	0.00	414.00	0.00
63--	SUPPLIES AND MATERIALS	10,097.00	3,723.22	3,327.61	56.29	3,046.17	32.96
64--	OTHER OPERATING EXPENSES	936.00	173.38	160.00	160.00	602.62	17.09
----	HEALTH SERVICES	364,042.77	3,896.60	208,976.14	29,572.52	151,170.03	57.40
34	PUPIL TRANSPORTATION						
61--	PAYROLL COSTS	1,355,557.34	0.00	714,146.65	101,852.03	641,410.69	52.68
62--	PURCHASE & CONTRACTED SVS	29,000.00	7,641.07	19,514.01	1,539.49	1,844.92	67.29
63--	SUPPLIES AND MATERIALS	454,465.00	161,359.53	265,086.33	35,776.22	28,019.14	58.33
64--	OTHER OPERATING EXPENSES	-83,730.50	1,270.40	-48,976.11	-20,952.97	-36,024.79	58.49
----	PUPIL TRANSPORTATION	1,755,291.84	170,271.00	949,770.88	118,214.77	635,249.96	54.11

18

Obj	Obj	2012-13	ENCUMBRANCE	2012-13	March 2012-13	2012-13	
		BUDGET	YTD	EXPENDITURES	ACTIVITY	BALANCE	YTD %
199	GENERAL FUND						
36	COCURR./EXTRACURR.ACTIVITIES						
61--	PAYROLL COSTS	749,851.96	0.00	460,521.52	62,907.01	289,330.44	61.41
62--	PURCHASE & CONTRACTED SVS	129,143.00	15,511.89	100,411.78	4,106.08	13,219.33	77.75
63--	SUPPLIES AND MATERIALS	200,740.89	25,169.90	74,302.16	8,565.30	101,268.83	37.01
64--	OTHER OPERATING EXPENSES	302,678.61	6,408.00	200,186.52	33,463.65	96,084.09	66.14
----	COCURR./EXTRACURR.ACTIVIT	1,382,414.46	47,089.79	835,421.98	109,042.04	499,902.69	60.43
41	GENERAL ADMINISTRATION						
61--	PAYROLL COSTS	1,041,504.34	0.00	558,302.72	80,077.97	483,201.62	53.61
62--	PURCHASE & CONTRACTED SVS	119,798.00	29,793.08	37,982.60	1,800.93	52,022.32	31.71
63--	SUPPLIES AND MATERIALS	33,556.00	1,099.19	9,190.64	385.43	23,266.17	27.39
64--	OTHER OPERATING EXPENSES	88,216.00	4,833.33	55,748.76	1,352.50	27,633.91	63.20
----	GENERAL ADMINISTRATION	1,283,074.34	35,725.60	661,224.72	83,616.83	586,124.02	51.53
51	PLANT MAINTENANCE & OPERATIONS						
61--	PAYROLL COSTS	1,866,149.56	0.00	1,113,189.29	140,506.20	752,960.27	59.65
62--	PURCHASE & CONTRACTED SVS	1,393,700.00	63,543.23	707,942.13	111,372.66	622,214.64	50.80
63--	SUPPLIES AND MATERIALS	396,939.00	73,463.73	243,706.53	36,856.04	79,768.74	61.40
64--	OTHER OPERATING EXPENSES	185,775.00	1,887.50	162,032.50	370.00	21,855.00	87.22
66--	CPTL OUTLY LAND BLDG & EQ	60,000.00	699.71	53,176.32	139.34	6,123.97	88.63
----	PLANT MAINTENANCE & OPERA	3,902,563.56	139,594.17	2,280,046.77	289,244.24	1,482,922.62	58.42
52	SECURITY & MONITORING SERVICES						
61--	PAYROLL COSTS	15,518.90	0.00	0.00	0.00	15,518.90	0.00
62--	PURCHASE & CONTRACTED SVS	56,471.00	0.00	1,000.00	1,000.00	55,471.00	1.77
63--	SUPPLIES AND MATERIALS	5,129.00	0.00	5,052.78	0.00	76.22	98.51
----	SECURITY & MONITORING SER	77,118.90	0.00	6,052.78	1,000.00	71,066.12	7.85

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	Obj	Obj	2012-13 BUDGET	ENCUMBRANCE YTD	2012-13 EXPENDITURES	March 2012-13 ACTIVITY	2012-13 BALANCE	2012-13 YTD %
199		GENERAL FUND						
53		DATA PROCESSING SERVICES						
	61--	PAYROLL COSTS	407,942.17	0.00	243,681.63	39,451.70	164,260.54	59.73
	62--	PURCHASE & CONTRACTED SVS	266,900.00	32,125.48	186,510.96	3,928.87	48,263.56	69.88
	63--	SUPPLIES AND MATERIALS	244,615.00	28,106.41	197,796.66	4,388.90	18,711.93	80.86
	64--	OTHER OPERATING EXPENSES	3,500.00	596.04	1,249.90	30.33	1,654.06	35.71
	66--	CPTL OUTLY LAND BLDG & EQ	35,000.00	0.00	17,050.00	0.00	17,950.00	48.71
	----	DATA PROCESSING SERVICES	957,957.17	60,827.93	646,289.15	47,799.80	250,840.09	67.47
61		COMMUNITY SERVICES						
	61--	PAYROLL COSTS	39,789.71	0.00	33,080.48	2,043.69	6,709.23	83.14
	62--	PURCHASE & CONTRACTED SVS	13,000.00	1,000.00	8,500.00	0.00	3,500.00	65.38
	----	COMMUNITY SERVICES	52,789.71	1,000.00	41,580.48	2,043.69	10,209.23	78.77
81		FACILITIES ACQ. & CONSTRUCTION						
20	66--	CPTL OUTLY LAND BLDG & EQ	42,760.00	0.00	0.00	0.00	42,760.00	0.00
	----	FACILITIES ACQ. & CONSTRU	42,760.00	0.00	0.00	0.00	42,760.00	0.00
91		INTERGOVERNMENTAL CHARGES						
	62--	PURCHASE & CONTRACTED SVS	4,418,176.00	0.00	1,262,336.00	631,168.00	3,155,840.00	28.57
	----	INTERGOVERNMENTAL CHARGES	4,418,176.00	0.00	1,262,336.00	631,168.00	3,155,840.00	28.57
99		OTHR INTERGOVERNMENTAL CHARGES						
	62--	PURCHASE & CONTRACTED SVS	686,614.00	0.00	485,730.64	164,459.10	200,883.36	70.74
	----	OTHR INTERGOVERNMENTAL CH	686,614.00	0.00	485,730.64	164,459.10	200,883.36	70.74
	----	GENERAL FUND	36,882,716.30	585,407.08	19,938,755.64	3,270,387.04	16,358,553.58	54.06

Obj	Obj	2012-13 BUDGET	ENCUMBRANCE YTD	2012-13 EXPENDITURES	March 2012-13 ACTIVITY	BALANCE	2012-13 YTD %
240	FOOD SERVICE						
35	FOOD SERVICES						
61--	PAYROLL COSTS	742,646.93	0.00	454,837.70	68,430.92	287,809.23	61.25
62--	PURCHASE & CONTRACTED SVS	19,644.00	1,959.63	13,519.08	1,266.37	4,165.29	68.82
63--	SUPPLIES AND MATERIALS	980,347.69	182,884.98	684,897.17	85,512.79	112,565.54	69.86
64--	OTHER OPERATING EXPENSES	9,850.00	0.00	4,775.01	594.36	5,074.99	48.48
66--	CPTL OUTLY LAND BLDG & EQ	25,000.00	0.00	0.00	0.00	25,000.00	0.00
----	FOOD SERVICES	1,777,488.62	184,844.61	1,158,028.96	155,804.44	434,615.05	65.15
----	FOOD SERVICE	1,777,488.62	184,844.61	1,158,028.96	155,804.44	434,615.05	65.15

Number of Accounts: 2087

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

		2012-13	ENCUMBRANCE	2012-13	March 2012-13		2012-13
	Obj Obj	BUDGET	YTD	EXPENDITURES	ACTIVITY	BALANCE	YTD %
199	GENERAL FUND						
	6--- EXPENDITURES	36,882,716.30	585,407.08	19,938,755.64	3,270,387.04	16,358,553.58	54.06
	---- GENERAL FUND	36,882,716.30	585,407.08	19,938,755.64	3,270,387.04	16,358,553.58	54.06
240	FOOD SERVICE						
	6--- EXPENDITURES	1,777,488.62	184,844.61	1,158,028.96	155,804.44	434,615.05	65.15
	---- FOOD SERVICE	1,777,488.62	184,844.61	1,158,028.96	155,804.44	434,615.05	65.15

Number of Accounts: 2087

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



Marble Falls  
Independent  
School District

INTEROFFICE MEMORANDUM

Date: April 8, 2013

To: Board of Trustees and Dr. O'Connor

From: David Hemond, Accounting Supervisor

Subject: Consider Approval of Budget Amendments

---

Budget amendments included for approval (copies follow):

12-00046	Increase budget for staff travel - \$17
12-00047	Increase budget for projector - \$4,434
12-00049	Increase budget for GT training - \$5,485

MARBLE FALLS ISD  
BUDGET AMENDMENT MARBLE FALLS HIGH SCHOOL

RECEIVED  
MAR 27 2013  
BY:

Batch #: 12-000 46		Reason for amendment: ENGLISH TRAVEL	
Fiscal Year: 2012-2013		Account Description	
Account Number	Account Description	Debit	Credit
<b>EXPENDITURES</b>			
1 199-13-6411-00-001-0-99-E00	EMPLOYEE TRAVEL	17.00	
2 199-11-6399-00-001-0-11-E00	EMPLOYEE SUPPLIES		17.00
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
<b>REVENUE</b>			
21			
22			
23			
24			
<b>Totals</b>		17.00	17.00

Board Approval Required  Yes  No

Prepared by: H. NORWOOD  
Date: 03/26/13

Approved by: *[Signature]*  
Date: 3/26/13

Reviewed by: *[Signature]*  
Date: 3-27-13

Entered by:  
Date:

**MARBLE FALLS ISD  
BUDGET AMENDMENT**

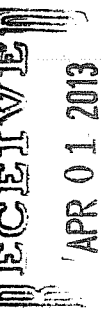
**RECEIVED**  
MAR 28 2013

<b>Batch #:</b>	12-00047	<b>Reason for amendment:</b>	TRANSFER FUNDS TO COVER THE PURCHASE OF A PROJECTOR FOR THE CAFETERIA
<b>Fiscal Year:</b>	2012-2013	<b>Account Description</b>	
<b>Account Number</b>		<b>Debit</b>	<b>Credit</b>
<b>EXPENDITURES</b>		Increase	Decrease
1	199-11-6399-00-041-0-11-0-00		
2	199-23-6648-00-041-0-99-0-00	\$4,434.00	\$4,434.00
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
<b>REVENUE</b>		Decrease	Increase
21			
22			
23			
24			
<b>Totals</b>		4,434.00	4,434.00

BY: *[Signature]*  
 GENERAL SUPPLY FUND  
 Furniture and Equip over \$5000 per unit

Prepared by: *[Signature]*  
 Date: 3/27/13  
 Approved by: *[Signature]*  
 Date: 3-28-13  
 Reviewed by: *[Signature]*  
 Date: 03-28-13  
 Entered by:  
 Date:

Board Approval Required  
 Yes  No



APR 01 2013

### MARBLE FALLS ISD BUDGET AMENDMENT

Batch #: **12-00049** Reason for amendment: to move district Instr. Admin. funds to Professional Dev for Summer 2013 GT Training  
 Fiscal Year: 2012-2013

Account Number	Account Description	Debit		Credit	
		Increase	Decrease	Increase	Decrease
<b>EXPENDITURES</b>					
1 199-21-6411.00-999-021000	Instructional Administration GT Employee Travel				500.00
2 199-21-6494.00-999-021000	Instructional Administration GT Reclassified Transportation				400.00
3 199-21-6291.00-999-021000	Instructional Administration GT Professional Services				2,800.00
4 199-21-6398.00-999-021000	Instructional Administration GT Computer Related Supplies				1,785.00
5 199-13-6411.00-999-021000	Professional Development - Employee GT Travel	5,250.00			
6 199-13-6494.00-999-021000	Professional Development - Reclassified Transportation (GT)	235.00			
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
<b>REVENUE</b>					
21					
22					
23					
24					
<b>Totals</b>				5,485.00	5,485.00

Board Approval Required  Yes  No

Prepared by: C. Dowell Date: 04/01/13

Approved by: *[Signature]* Date: 4/1/2013

Reviewed by: *[Signature]* Date: 04-05-13

Entered by: *[Signature]* Date: *[Signature]*

# Vantage Points

A Board Member's Guide to Update 96

*Vantage Points* is an executive summary, prepared specifically for board members, of the TASB Localized Update. The topic-by-topic outline and the thumbnail descriptions focus attention on key issues to assist local officials in understanding changes found in the policies. The description of policy changes in *Vantage Points* is highly summarized and should not substitute for careful attention to the significantly more detailed, district-specific Explanatory Notes and the policies within the localized update packet.

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 advisor. Consult with your attorney or professional advisor to apply these principles to specific fact situations.

We welcome your comments or suggestions for improving *Vantage Points*. Please write to us at TASB Policy Service, P.O. Box 400, Austin, TX 78767-0400, e-mail us at [policy.service@tasb.org](mailto:policy.service@tasb.org), or call us at 800-580-7529 or 512-467-0222.

For further information about Policy Service, check out our Web site at <http://policy.tasb.org>.

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Among the topics addressed in Update 96 are board member powers and duties, the Framework for School Board Development, legal services for districts, bankruptcy discrimination, use of leave while on military duty, selection of instructional materials, and student attendance. Local policy issues focus on the accrual of state personal leave and salary deductions for unearned leave, selection of instructional materials, and student attendance accounting.

**Board Issues**

**Powers and Duties**

At this update, legally referenced policy BAA(LEGAL) has been extensively revised to better reflect the mandatory and discretionary powers and duties of the board as established by Education Code Chapter 11, Subchapter D. Provisions that are not found in Subchapter D or that address powers and duties conferred on “the district,” rather than “the board,” have been deleted, since these are included elsewhere in the policy manual, while existing provisions on the board’s duties regarding ownership and management of district property, as well as provisions regarding restrictions on the board’s powers, have been added.

**Framework for School Board Development**

The Framework for School Board Development, included at BBD(EXHIBIT), has been revised to reflect amended State Board of Education (SBOE) rules, effective July 2012. The amendments clarify the role of the local board of trustees and local board members and enhance communication between local boards and relevant state agencies.

**Legal Services**

Existing statutory provisions addressing legal services have been added to the policy manual in a new legally referenced policy at BDD(LEGAL). The policy clarifies that the competitive procurement provisions at Education Code 44.031 do not apply to a contract for professional services provided by an attorney, and it also provides that a district may request the assistance of the attorney general on any legal matter but must pay any costs associated with the assistance.

**Employment**

**Bankruptcy Discrimination**

At DAA(LEGAL), an existing federal provision has been added explaining that a district may not discriminate with respect to employment against a person who is or has been a debtor under federal bankruptcy laws.

**Leaves and Absences**

At DEC(LEGAL), we have repeated existing Education Code provisions, already included at DECB(LEGAL), that allow an employee to use available personal or sick leave for compensation during a term of active military service. This would include state personal leave, any local leave provided by the district, and state sick leave accumulated prior to the 1995–96 school year.

**DEC(LOCAL) POLICY CONSIDERATIONS**

Recommended changes to this local policy on leaves and absences are based on a recent Commissioner decision, *Jaworski v. South San Antonio ISD*, which affects how state personal leave is accrued and how pay deductions for unearned leave are calculated.

In *Jaworski*, the Commissioner held that accrual of *state personal leave* is based solely on days of employment, not on the number of days that an employee performs work. Therefore, if an individual remains an employee for the entire school year, he or she is entitled to five days of state personal leave, regardless of whether the employee was in an unpaid status for part of the year. Accordingly, a recommended change to the district's current DEC(LOCAL) removes the previous option of allowing a salary deduction at the end of the year for state personal leave when an employee who was employed for a full year used more leave than he or she had earned, based on unpaid status.

For districts that provide local leave, *Jaworski* continues to permit those districts to make salary deductions at the end of the year for *local leave* the employee took but had not earned.

When an employee separates from employment before the end of the school year or is hired after the beginning of the year, *Jaworski* also allows districts to continue the practice of prorating the amount of state and local leave an employee is entitled to and deducting pay for leave used in excess of the prorated amount. Recommended changes to the policy add details on salary deductions and leave proration to reflect these concepts and clarify that the district will make salary deductions for unapproved absences.

**Instructional Materials**

Provisions at EFAA(LEGAL), regarding instructional materials selection and adoption, have been revised to better match statutory text and to clarify that, for subjects in the foundation and enrichment curricula, the board must notify the SBOE of the materials it selects from the instructional materials list, including the Commissioner's instructional materials list. Not all the selected materials must be from these lists, however.

**EFAA(LOCAL) POLICY CONSIDERATIONS**

Extensive recommended revisions to the local policy on selection and adoption of instructional materials reflect the new instructional materials allotment system put in place by SB 6 during the 82<sup>nd</sup> Legislative Session (2011).

The policy now refers to the establishment of a team that will select instructional materials and technological equipment to be purchased with the district's instructional materials allotment. The district must be able to certify to the SBOE that the selected materials, along with any other materials used by the district, cover the essential knowledge and skills, as required by law, and the board must approve the final selections and ratify the district's certification of instructional materials.

**Student  
Attendance**

As a result of Attorney General Opinion GA-946, which held that a student 18 or older cannot commit the offense of failure to attend school, even if a district has adopted a policy requiring the student to attend until the end of the school year, we have deleted from FEA(LEGAL), the policy code addressing compulsory attendance, a provision making the offense of failure to attend school applicable to students 18 or older.

At FEB(LEGAL), regarding attendance accounting, changes were prompted by amended SBOE rules, effective August 23, 2012. For state funding purposes, attendance is now determined in the second or fifth "instructional hour," rather than "period." The board may adopt a policy on recording absences in an alternate hour, as already allowed by state rule, or may now delegate to the superintendent the authority to establish such procedures. Similarly, the board may now also delegate to the superintendent the authority to establish procedures addressing parental consent for a student to leave campus during any part of the school day.

***FEB(LOCAL) POLICY CONSIDERATIONS***

Recommended changes to this local policy correspond to the changes outlined above regarding FEB(LEGAL).

As noted above, a campus could previously take attendance at a time other than the second or fifth instructional hour only if the board had adopted a local policy authorizing the campus to do so. The recommended local policy text implements revised SBOE rules by including a board delegation to the superintendent to establish, when appropriate, procedures for recording absences at an alternate hour as determined in accordance with the *Student Attendance Accounting Handbook*.

The recommended local text also includes a board delegation to the superintendent to establish procedures addressing parental consent for a student to leave campus, including procedures for documenting a student's absence.

Because the revised SBOE rules require that those procedures be distributed to staff and parents, the recommended text specifies that the procedures be communicated in both the employee and student handbooks.

In addition, a provision requiring the superintendent to make an annual report to the board regarding the district's attendance system is recommended for deletion, as it is not required by statute.

***More  
Information***

For further information on these policy changes, refer to the policy-by-policy Explanatory Notes—customized for each district's policies—and the policies themselves, found in your localized update packet.

Update 96 contains (LOCAL) policies that require board action before we can incorporate Update 96 into your district's Policy On Line manual.

Please notify Loretta Jeschke of your policy adoption by **faxing this form to 512-467-3618**, or by **e-mailing your notification to [pol-support@tasb.org](mailto:pol-support@tasb.org)**, or by **completing the form electronically through Policy On Line Administrator Tools (<https://www.tasb.org/apps/PolicyAdmin>)** using your myTASB login and clicking the "Notify TASB of Policy Adoption" link.

**027904 Marble Falls ISD**

Your Name: \_\_\_\_\_

Your E-mail: \_\_\_\_\_

We will send a confirmation e-mail when your update is placed online.

**Previous Updates**

- I confirm that all updates prior to Update 96 have been adopted. (Visit <http://www.tasb.org/apps/policyUpdates/index.aspx> to see updates pending adoption. Your Local Manual Updates will remain available through myTASB until your district notifies us of adoption.)

**Update 96** Adoption Date: \_\_\_\_\_

Status (please check one):

- Adopted as presented by TASB—place online immediately
- Adopted with further changes, described below\*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\* If you have changes to the listed policies that you have not already sent to your policy consultant, please attach the policies to this form or e-mail them to your consultant to ensure they are processed as a Local District Update. Your policy consultant may contact you about these policies, if necessary.

If you have any questions, please contact Loretta Jeschke by phone at 800-580-7529.

**Update  
96**

**Policy On Line®  
Adoption Notification Form**

**TASB Policy Service**

**Fax: 512-467-3618**



Please remember: Log in to [myTASB.tasb.org](http://myTASB.tasb.org) and open *Policy Service Resource Library: Local Manual Updates* to download a PDF of this update packet, annotated copies of the (LOCAL) policies, editable (LOCAL) text, and more.

## Marble Falls ISD

Update 96 focuses on three key issues, prompted by Commissioner of Education activity—new rules on instructional materials, resulting in changes at EFAA; new rules on student attendance accounting, resulting in changes at FEB; and a recent Commissioner decision that affects how state personal leave is accrued and calculated, resulting in changes to DEC(LOCAL). Other policies and topics covered in the update include board member powers and duties, the Framework for School Board Development, legal services for districts, bankruptcy discrimination, use of leave while on military duty, and student compulsory attendance.

Please bear in mind that the (LEGAL) policies reflect the ever-changing legal context for governance and management of the district. They should NOT be adopted but, rather, should inform local decision making. The (LOCAL) policy recommendations in this update will need close attention by both the administration and the board to ensure that they reflect the practices of the district and the intentions of the board. Board action is needed to adopt, revise, or repeal (LOCAL) policy.

In addition to the updated policies, your Localized Update 96 packet contains:

- **INSTRUCTIONS** . . . providing specific, policy-by-policy directions on how this update, if accepted as prepared, should be incorporated into your Localized Policy Manual.
- **EXPLANATORY NOTES** . . . summarizing changes to the policies in each code. Please note that, where appropriate, the Explanatory Notes ask you to **verify that a particular policy reflects your current practice and to advise us of changes needed** so that our records and your manual accurately track the district's practice.

*Vantage Points—A Board Member's Guide to Update 96* may be found in the separately wrapped package accompanying this packet. *Vantage Points* offers a highly summarized overview of the update and is intended to provide local officials a first glance at the scope of the update—as a prelude to studying the detailed Explanatory Notes and policy text within the packet. **Please distribute the enclosed copies of *Vantage Points* to your board members** at the earliest possible opportunity, preferably with their review copies of this update.

Update 96 policies are so identified in the lower left-hand corner of each policy page. If you have any questions concerning this update, please call your policy consultant at 800-580-7529 or 512-467-0222.

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## Regarding board action on Update 96 . . .

- Board action on Localized Update 96 must occur within a properly posted, open meeting of the board and may be addressed on the agenda posting as “Policy Update 96, affecting (LOCAL) policies (see attached list of codes).” Policy On Line districts have access to a list of the (LOCAL) policies included in the update through the Local Manual Updates application in myTASB. Other districts may generate a list of the (LOCAL) policy codes added, revised, or deleted (and the titles/subtitles of those policies) using the Instruction Sheet as a guide and attach that list to the posting. BoardBook compilers should use “Policy Update 96, affecting (LOCAL) policies” as the agenda item and, as agenda sub-items, the code and name of each of the (LOCAL) policies affected by the update.
- A suggested motion for board action on Localized Update 96 is as follows:  
*“I move that the board add, revise, or delete (LOCAL) policies as recommended by TASB Policy Service and according to the Instruction Sheet for TASB Localized Policy Manual Update 96 [with the following changes:]”*
- The board’s action on Localized Update 96 must be reflected in board minutes. The Instruction Sheet—annotated to reflect any changes made by the board—and the Explanatory Notes for the update should be filed with the minutes where they make up the authoritative record of your board’s actions. Include a copy of new, replaced, or rescinded **(LOCAL)** policies.
- In constructing the separate historical record of the manual, the emphasis is on tracking the history of individual policies. For guidance on maintaining this record, please refer to the *Policy Administrator’s Guide* available in the myTASB Policy Service Resource Library at [http://www.tasb.org/services/policy/mytasb/admin\\_guide/index.aspx](http://www.tasb.org/services/policy/mytasb/admin_guide/index.aspx).

## Regarding manual maintenance and administrative regulations . . .

- **Notify your policy consultant of any changes made by the board so that Policy Service records—forming the basis for subsequent updating recommendations—exactly mirror your manual.**
- The update should be incorporated into each of the district’s Localized Policy Manuals as soon as practicable. If the district uses Policy On Line, you will need to notify us of the board’s action on Update 96 so that your district’s Localized Policy Manual as it appears on TASB’s Web server can be updated. Policy On Line staff may be reached by phone (800-580-7529 or 512-467-0222), by fax (512-467-3618, using the Update 96 Adoption Notification Form enclosed), by e-mail ([pol-support@tasb.org](mailto:pol-support@tasb.org)), or through the Policy On Line Administrator Tools (<https://www.tasb.org/apps/PolicyAdmin>).
- Administrative procedures and documents—including formal (REGULATIONS), handbooks, and guides—that may be affected by Update 96 policy changes should be inspected and revised by the district as needed.

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**PLEASE NOTE:** 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 advisor. Consult with your attorney or professional advisor to apply these principles to specific fact situations.

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# Instruction Sheet

## TASB Localized Policy Manual Update 96

District      Marble Falls ISD

<b>Code</b>	<b>Action To Be Taken</b>	<b>Note</b>
BAA (LEGAL)	Replace policy	Revised policy
BBD (EXHIBIT)	Replace exhibit	Revised exhibit
BDD (LEGAL)	ADD policy	See explanatory note
DAA (LEGAL)	Replace policy	Revised policy
DEC (LEGAL)	Replace policy	Revised policy
DEC (LOCAL)	Replace policy	Revised policy
EFAA (LEGAL)	Replace policy	Revised policy
EFAA (LOCAL)	Replace policy	Revised policy
FEA (LEGAL)	Replace policy	Revised policy
FEB (LEGAL)	Replace policy	Revised policy
FEB (LOCAL)	Replace policy	Revised policy



# Explanatory Notes

## TASB Localized Policy Manual Update 96

District: Marble Falls ISD  
BAA (LEGAL) BOARD LEGAL STATUS  
POWERS AND DUTIES

This legally referenced policy has been reworked to reflect the content and order of provisions in Education Code Chapter 11, Subchapter D, which addresses the powers and duties of the board. Provisions not found in Subchapter D and provisions addressing powers and duties that are conferred on “the district” rather than “the board” have been deleted, as these are included elsewhere in the policy manual.

Several existing provisions from Subchapter D have been added. At MANDATORY POWERS AND DUTIES, item 5 on page 1 states that the board shall collaborate with the superintendent. Item 19 on page 2 states that the board shall carry out other powers and duties as provided by the Education Code or other law.

At DISCRETIONARY POWERS AND DUTIES, beginning on page 2, newly added provisions state that the board may:

- Contract with a public or private entity for educational services (item 7).
- Charge fees per Education Code 11.158 (item 8).
- Change the name of the district (item 9).
- Adopt rules requiring student uniforms (item 10).
- Adopt rules to keep school campuses open after school hours for other uses (item 11).
- Operate a school or program on the campus of an institution of higher education (item 12).
- Operate a school or program outside the boundaries of the district (item 13).

Other newly added provisions address the board’s duties regarding ownership and management of DISTRICT PROPERTY and RESTRICTIONS ON BOARD POWERS AND DUTIES, including the use of district resources in relation to real property not owned by the district or for the operation of a hotel.

Several provisions were reworded to better match statutory language.

BBD (EXHIBIT) BOARD MEMBERS  
TRAINING AND ORIENTATION

As a result of amended State Board of Education (SBOE) rules, effective July 2012, we have made several revisions to this exhibit.

The board-adopted Vision:

- Must support the state’s mission, objectives, and goals for education established by law *and/or rule*.
- Must be used by the board to assess the importance of individual issues that come before the board.
- Constitutes the shared vision of the board, and individual board members should not have individual agendas separate and apart from that vision.

In accordance with the board Structure, the board:

- Restricts its involvement in management to the responsibility of oversight.
- Adopts a planning and decision-making process consistent with state law *and/or rule*.
- Evaluates the superintendent’s performance in performing all duties assigned by law *and/or rule in support of the district’s vision*.

# Explanatory Notes

## TASB Localized Policy Manual Update 96

- Adopts policies and standards for hiring, assigning, appraising, *terminating*, and compensating employees.

Regarding Advocacy, the board:

- Ensures an effective communication system with students, *parents*, employees, media, and the community.
- Provides input and feedback to the legislature, SBOE, and TEA regarding proposed changes to ensure maximum effectiveness and benefit to schoolchildren in the district.

To support Unity between the board and superintendent, the board:

- Ensures that its members understand and respect the need to function as a team in governing and overseeing the management of the district.
- Adopts and adheres to policies and procedures for receiving feedback from students, *parents*, employees, and the community.

BDD (LEGAL) BOARD INTERNAL ORGANIZATION  
ATTORNEY

This new legally referenced policy includes existing statutory provisions addressing legal services. At PROCUREMENT OF LEGAL SERVICES, the policy explains that the competitive procurement provisions at Education Code 44.031 do not apply to a contract for professional services provided by an attorney. In addition, a district may request the assistance of the ATTORNEY GENERAL on any legal matter, but must pay any associated costs.

DAA (LEGAL) EMPLOYMENT OBJECTIVES  
EQUAL EMPLOYMENT OPPORTUNITY

An existing statutory provision on BANKRUPTCY DISCRIMINATION has been added on page 1. This federal provision explains that a district may not deny employment to, terminate the employment of, or discriminate with respect to employment against a person that is or has been a debtor under federal bankruptcy laws.

DEC (LEGAL) COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

As a reminder that employees may use available personal or sick leave for compensation during a term of active military service, we have repeated from DECB(LEGAL), which is not included in this update, the existing Education Code provision allowing such USE DURING MILITARY LEAVE. (See page 2.)

# Explanatory Notes

## TASB Localized Policy Manual Update 96

### DEC (LOCAL) COMPENSATION AND BENEFITS LEAVES AND ABSENCES

Changes to this policy on leaves and absences are recommended based on a recent Commissioner decision, *Jaworski v. South San Antonio ISD*, which affects how state leave is accrued and the calculation of pay deductions for unearned leave. The Commissioner held that accrual of *state personal leave* is based solely on days of employment, not on the number of days that an employee performs work. Therefore, if an individual remains an employee for the entire school year, he or she is entitled to five days of state personal leave, regardless of whether the employee was in an unpaid status for part of the year. If your district had a practice of making salary deductions for *state personal leave* that an employee had taken but not earned because of unpaid status, it is recommended that you discontinue that practice in accordance with *Jaworski*.

Per *Jaworski*, districts may continue to make salary deductions at the end of the year for *local leave* the employee took but had not earned. When an employee separates from employment before the end of the school year, *Jaworski* also allows districts to continue their practice of prorating the amount of state and local leave an employee is entitled to and deducting pay for leave used in excess of the prorated amount.

The changes recommended in this update retain the district's ability to make deductions for use of unearned leave to the extent permitted by *Jaworski*. As an overview, the policy included in this update:

- Removes the option reflected in the district's current policy of allowing a salary deduction at the end of the year for *state personal leave* when an employee used more than he or she had earned (based on unpaid status) but was employed for the full year. *Jaworski* does not permit salary deductions under these circumstances.
- Retains the option reflected in the district's current policy of allowing salary deductions for *state personal leave* that the employee used but was not entitled to based on length of employment when an employee separates from employment before the end of the school year.
- Retains the option reflected in the district's current policy of allowing salary deductions for *local leave* that the employee used but had not earned because of unpaid status or length of employment when an employee separates from employment before the end of the school year.
- Retains the option reflected in the district's current policy of allowing a salary deduction at the end of the year for *local leave* when an employee used more than he or she had earned during the year. An employee does not earn local leave when in unpaid status.

The specific recommended changes based on your previous local policy decisions are as follows:

- In several instances throughout the policy, we have replaced the term *workday* with *leave day*, which more accurately describes the concept of what constitutes a day of leave for an employee for purposes of earning, use, and recording. A LEAVE DAY is based on the number of hours equivalent to the employee's usual assignment.
- At AVAILABILITY, we have clarified that *state personal leave and local leave* are available for use at the beginning of the school year. Previously the policy used the less specific term of *paid leave*.
- At EARNING LOCAL LEAVE, we have revised the provision on earning leave to limit its application to local leave. Previously this provision, which stated that an employee would not earn leave while in unpaid status, applied to both state and local leave; however, per *Jaworski*, the amount of state personal leave an employee is entitled to is determined by dates of employment and is not affected by unpaid status.

# Explanatory Notes

## TASB Localized Policy Manual Update 96

- Consistent with the revision at EARNING LOCAL LEAVE, we have deleted a provision from the policy describing how an employee would earn state personal leave. Per *Jaworski*, an employee is entitled to five days of state personal leave if he or she remains employed for the entire year.

Provisions on how the district will calculate DEDUCTIONS have also been revised:

- At LEAVE WITHOUT PAY, we have clarified that the district will make deductions from an employee's pay for unapproved absences.
- Provisions at LEAVE PRORATION, EMPLOYED FOR LESS THAN FULL YEAR explain how the district will calculate leave and salary deductions when an employee does not work for the district for the entire year. In this circumstance, the district will prorate state personal leave based on length of employment and will make deductions from the employee's final paycheck for state personal leave taken beyond that amount. If the employee used more local leave than he or she had earned as of the date of separation, the district will make salary deductions for the unearned local leave.
- Provisions at LEAVE PRORATION, EMPLOYED FOR FULL YEAR explain how the district will calculate salary deductions when an employee is employed for the entire year but has used more local leave than he or she earned (based on being in unpaid status for a portion of the year). In this circumstance, the district will deduct the cost of the local leave days that the employee took but had not earned in accordance with administrative regulations.

At NON-DISCRETIONARY USE, we recommend a change to clarify that non-discretionary use of state personal leave includes leave *related to the birth or placement of a child* taken within the first year after the child's birth, adoption, or foster placement. The revised language is better aligned with the wording of the Family and Medical Leave Act rules than the previous wording, which referred to leave for *well-baby care*.

**Please carefully review all provisions in this policy to ensure they reflect district practice. If your district does not currently deduct for unearned local leave based on unpaid status and does not intend to do so, please contact your policy consultant for alternate policy text to reflect that practice.**

**Please note:** Per a recent correspondence with Sylvia Weed, the recommendations include a change recently adopted by the board limiting use of EXTENDED SICK LEAVE to FMLA-qualified reasons. Please contact your policy consultant if revisions are needed.

EFAA (LEGAL) INSTRUCTIONAL MATERIALS  
SELECTION AND ADOPTION

At LOCAL SELECTION on page 2, we have revised the provisions to better match statutory text. The revised provisions clarify that for subjects in the FOUNDATION CURRICULUM and ENRICHMENT CURRICULUM, the board must notify the State Board of Education of the materials it selects from the instructional materials list, including the Commissioner's instructional materials list. However, not all selected materials must be from these lists.

EFAA (LOCAL) INSTRUCTIONAL MATERIALS  
SELECTION AND ADOPTION

This local policy on selection and adoption of instructional materials has been significantly revised to reflect the new instructional materials allotment system put in place by SB 6 during the 82<sup>nd</sup> Legislative Session (2011).

# Explanatory Notes

## TASB Localized Policy Manual Update 96

The policy now refers to the establishment of an INSTRUCTIONAL MATERIALS ALLOTMENT TEAM that will select instructional materials and technological equipment to be purchased with the district's instructional materials allotment for the board's consideration. Selections must be based on the district's instructional needs and any administrative regulations guiding the selection.

So that the district may make the CERTIFICATION OF INSTRUCTIONAL MATERIALS required by law, the team must ensure that the selected materials and any other materials in use by the district cover the essential knowledge and skills.

At BOARD ACTION, the board must approve the final selections and ratify the district's certification of instructional materials.

A note at the beginning of the policy refers to policy code CMD for provisions regarding purchasing procedures that are applicable to instructional materials.

FEA (LEGAL) ATTENDANCE  
COMPULSORY ATTENDANCE

This legally referenced policy on compulsory attendance has been revised based on Attorney General Opinion GA-946, which held that a student 18 years of age or older cannot commit the offense of failure to attend school, even if the district has adopted a policy requiring the student to attend school until the end of the school year. As a result, we have deleted from page 1 the provision that applied the offense of failure to attend school to STUDENTS 18 AND OVER.

The list of EXEMPTIONS from compulsory attendance has been revised to include a student's enrollment in the Texas Academy of International Studies. (See HIGH SCHOOL REPLACEMENT PROGRAMS on page 3.)

FEB (LEGAL) ATTENDANCE  
ATTENDANCE ACCOUNTING

Changes to this legally referenced policy result from amended State Board of Education rules, effective August 23, 2012.

- The rules allow for more flexibility in record storage and permit storage of attendance RECORDS at a secure location separate from the campus. (See page 1.)
- At ATTENDANCE FOR STATE FUNDING PURPOSES, attendance is determined in the second or fifth *instructional hour* rather than *period*. The board can adopt a policy, as previously allowed by rule, or has a new option of delegating to the superintendent the authority to establish procedures for recording absences in an alternate hour. See FEB(LOCAL), below.
- The rules deleted the EXCEPTION allowing a Medicaid eligible student who is participating in the Early and Periodic Screening, Diagnosis, and Treatment Program to be considered in attendance even though the student is not on campus when attendance is taken.
- The rules added an EXCEPTION for a student to be considered in attendance even though the student is not on campus when attendance is taken. The new exception includes an absence permitted by other conditions related to OFF-CAMPUS INSTRUCTION (see page 4) described in the *Student Attendance Accounting Handbook*.

# Explanatory Notes

## TASB Localized Policy Manual Update 96

- At PARENTAL CONSENT TO LEAVE CAMPUS on page 4, in order to count a student in attendance when the student left campus during part of the school day, the board can adopt a policy addressing parental consent, as previously allowed by rule, or has a new option of delegating to the superintendent the authority to establish procedures addressing parental consent. The policy or procedures must be distributed to staff and parents. See FEB(LOCAL), below.

### FEB (LOCAL) ATTENDANCE ATTENDANCE ACCOUNTING

Recommended revisions to this policy on attendance accounting reflect the flexibility included in recently amended SBOE rules.

Previously, a campus could take attendance at a time other than the second or fifth instructional hour of the day only if the board had adopted a local policy authorizing the campus to record absences at an alternate hour. As reflected in the revisions at ALTERNATE RECORDING TIME, the amended rules now allow a board to delegate to the superintendent the authority to establish procedures for recording absences at an alternate hour. The recommended text includes a delegation for this purpose and authorizes the superintendent, when appropriate, to develop procedures to permit a campus to specify an alternate time for taking attendance. Any alternate time for recording attendance shall be determined in accordance with the *Student Attendance Accounting Handbook*.

The revised SBOE rules also provide flexibility regarding attendance procedures when a student leaves campus for part of the school day. Previously, the rules required the board to adopt local policy addressing parental consent for a student to leave campus in order to count the student in attendance. The revised rules permit the board to delegate to the superintendent the authority to establish procedures addressing parental consent to leave campus, including procedures for documenting a student's absence. This delegation is reflected at PARENTAL CONSENT TO LEAVE CAMPUS. To meet the requirement in the rules that the procedures be distributed to staff and parents, the recommended text specifies that the procedures will be communicated in the employee and student handbooks.

We recommend for deletion the provision that required the superintendent to make an annual report to the board about the district's attendance system, as this is not required by statute.

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**Note:** This policy addresses the powers and duties of the Board set forth in Education Code Chapter 11, Subchapter D. For other powers and duties of the Board not listed below, see the applicable policy codes.

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The Trustees, as a body corporate, have the exclusive power and duty to govern and oversee the management of the public schools of the District. The Trustees may adopt rules and bylaws necessary to carry out these powers and duties.

All powers and duties not specifically delegated by statute to TEA or the State Board of Education are reserved for the Board.

*Education Code 11.151(b), (d)*

MANDATORY POWERS  
AND DUTIES

The Board shall:

1. Seek to establish working relationships with other public entities to make effective use of community resources and to serve the needs of public school students in the community.
2. Adopt a vision statement and comprehensive goals for the District and the Superintendent, and monitor progress toward those goals. [See AE]
3. Establish performance goals for the District concerning the academic and fiscal performance indicators under Education Code Chapter 39, Subchapters C, D, and J, and any performance indicators adopted by the District. [See AI series]
4. Ensure that the Superintendent is accountable for achieving performance results, recognizes performance accomplishments, and takes action as necessary to meet performance goals. [See BJA]
5. Collaborate with the Superintendent as set forth at Education Code 11.1512(b). [See BJA]
6. Adopt a policy to establish a District- and campus-level planning and decision-making process as required under Education Code 11.251. [See BQ series]
7. Publish an annual educational performance report as required under Education Code 39.306. [See AIB, BQ series]
8. Adopt an annual budget for the District as required under Education Code 44.004. [See CE]
9. Adopt a tax rate each fiscal year as required by Tax Code 26.05. [See CCG]

BOARD LEGAL STATUS  
POWERS AND DUTIES

BAA  
(LEGAL)

10. Monitor District finances to ensure that the Superintendent is properly maintaining the District's financial procedures and records. [See CF series]
11. Ensure that District fiscal accounts are audited annually as required by Education Code 44.008. [See CFC]
12. Publish an end-of-year financial report for distribution to the community. [See CFA]
13. Conduct elections as required by law. [See BBB]
14. By rule, adopt a process through which District personnel, students or the parents or guardians of students, and members of the public may obtain a hearing from the District administrators and the Board regarding a complaint. [See DGBA, FNG, and GF]
15. Make decisions relating to terminating the employment of District employees employed under a contract to which Education Code Chapter 21 applies, including terminating or not renewing an employment contract to which that chapter applies. [See DF series]
16. Select the internal auditor if the District employs an internal auditor. The internal auditor shall report directly to the Board. *Education Code 11.170* [See DC]
17. Adopt a policy providing for the employment and duties of District personnel. *Education Code 11.1513* [See BJ series, DC series, and DEA series]
18. Limit redundant requests for information and the number and length of written reports that a classroom teacher is required to prepare. The Board shall review paperwork requirements imposed on classroom teachers and transfer to existing noninstructional staff a reporting task that can reasonably be accomplished by that staff. *Education Code 11.164* [See DLB]
19. Carry out other powers and duties as provided by the Education Code or other law.

*Education Code 11.1511(b), except as noted*

DISCRETIONARY  
POWERS AND DUTIES

The Board may:

1. Issue bonds and levy, pledge, assess, and collect an annual ad valorem tax to pay the principal and interest on the bonds as authorized under Education Code 45.001 and 45.003.

2. Levy, assess, and collect an annual ad valorem tax for maintenance and operation of the District as authorized under Education Code 45.002 and 45.003.

*Education Code 11.1511(c)(1), (2) [See CCA and CCG]*

3. Employ a person to assess or collect the District's taxes as authorized under Education Code 45.231. *Education Code 11.1511(c)(3) [See BDAF]*
4. Enter into contracts as authorized under the Education Code or other law and delegate contractual authority to the Superintendent as appropriate. *Education Code 11.1511(c)(4)*
5. Sue and be sued in the name of the District. *Education Code 11.151(a)*
6. Receive bequests and donations or other moneys or funds coming legally into its hands in the name of the District. A conveyance, devise, or bequest of property for the benefit of the public schools, if not otherwise directed by the donor, vests the property in the Board or their successors in office. *Education Code 11.151(a), .156 [See CDC]*
7. Contract with a public or private entity for that entity to provide educational services for the District. *Education Code 11.157 [See EEL]*
8. Charge fees as set forth at Education Code 11.158. *Education Code 11.158 [See FP]*
9. Change the name of the District. *Education Code 11.160 [See AB]*
10. Adopt rules that require students at a school in the District to wear school uniforms as set forth at Education Code 11.162. *Education Code 11.162 [See FNCA]*
11. Adopt rules to keep school campuses, including school libraries, open for recreational activities, latchkey programs, and tutoring after school hours. *Education Code 11.165*
12. Operate a school or program or hold a class on the campus of an institution of higher education as set forth at Education Code 11.166. *Education Code 11.166 [See GNC]*
13. Operate a school or program, including an extracurricular program, or hold a class outside the boundaries of the District. *Education Code 11.167 [See GNA]*

BOARD LEGAL STATUS  
POWERS AND DUTIES

BAA  
(LEGAL)

DISTRICT  
PROPERTY

The Board may acquire and hold real and personal property in the name of the District. All rights and titles to the school property of the District, whether real or personal, shall be vested in the Trustees and their successors in office. *Education Code 11.151(a), (c)* [See CHG]

The Board may, by resolution, authorize the sale of any property, other than minerals, held in trust for public school purposes. The Trustees may, in any appropriate manner, dispose of property that is no longer necessary for the operation of the District. *Education Code 11.151(c), .154(a)* [See CI]

The Board may, by resolution, authorize the donation of real property and improvements formerly used as a school campus to a municipality, county, state agency, or nonprofit organization as provided at Education Code 11.1541. *Education Code 11.1541* [See CDB]

Minerals in land belonging to the District may be sold to any person. The sale must be authorized by a resolution adopted by majority vote of the Board. *Education Code 11.153* [See CDB]

RESTRICTIONS ON  
BOARD POWERS AND  
DUTIES

The Board may not:

1. Enter into an agreement authorizing the use of District employees, property, or resources for the provision of materials or labor for the design, construction, or renovation of improvements to real property not owned or leased by the District. *Education Code 11.168* [See CE]
2. Impose taxes; issue bonds; use or authorize the use of District employees; use or authorize the use of District property, money, or other resources; or acquire property for the design, construction, renovation, or operation of a hotel. *Education Code 11.178* [See CE]

## FRAMEWORK FOR SCHOOL BOARD DEVELOPMENT

Preamble: The Board is the educational policy-making body for the District. To effectively meet the challenges of public education, the Board and the Superintendent must function together as a leadership team. Each leadership team must annually assess its development needs as a corporate body and individually to gain an understanding of the vision, structure, accountability, advocacy, and unity needed to provide educational programs and services that ensure the equity and excellence in performance of all students. The Framework for School Board Development has been approved by the State Board of Education to provide the critical areas of development for all public school boards.

1. Vision — The Board ensures creation of a shared vision that promotes enhanced student achievement.
  - The Board keeps the District focus on the educational welfare of all children.
  - The Board adopts a shared vision based on community beliefs to guide local education.
  - The Board ensures that the vision supports the state’s mission, objectives, and goals for education established by law and/or rule.
  - The Board ensures that the District’s vision expresses the present and future needs of the children and community.
  - The Board uses the vision to assess the importance of individual issues that come before the Board and demonstrates its commitment to the vision by using the vision to guide all Board deliberations, decisions, and actions.
  - Individual Board members should not have individual agendas separate and apart from the shared vision.
2. Structure — The Board provides guidance and direction for accomplishing the vision.
  - The Board recognizes the respective roles of the legislature, the State Board of Education, the Texas Education Agency, and the local Board in the governance of the District.
  - The Board fulfills the statutory duties of the local Board and upholds all laws, rules, ethical procedures, and court orders pertaining to schools and school employees.
  - The Board focuses its actions on policy making, planning, and evaluation, and restricts its involvement in management to the responsibility of oversight.
  - The Board adopts a planning and decision-making process consistent with state law and/or rule that uses participation, information, research, and evaluation to help achieve the District’s vision.
  - The Board ensures that the District’s planning and decision-making process enables all segments of the community, parents, and professional staff to contribute meaningfully to achieving the District’s vision.

BOARD MEMBERS  
TRAINING AND ORIENTATION

BBD  
(EXHIBIT)

- The Board develops and adopts policies that provide guidance for accomplishing the District's vision, mission, and goals.
  - The Board adopts a budget that incorporates sound business and fiscal practices and provides resources to achieve the District's vision, mission, and goals.
  - The Board adopts goals, approves student performance objectives, and establishes policies that provide a well-balanced curriculum resulting in improved student learning.
  - The Board approves goals, policies, and programs that ensure a safe and disciplined environment conducive to learning.
  - The Board oversees the management of the District by employing the Superintendent and evaluating the Superintendent's performance in providing education leadership, managing daily operations, and performing all duties assigned by law and/or rule and in support of the District's vision.
  - The Board adopts policies and standards for hiring, assigning, appraising, terminating, and compensating District personnel in compliance with state laws and rules.
3. Accountability — The Board measures and communicates how well the vision is being accomplished.
- The Board ensures progress toward achievement of District goals through a systematic, timely, and comprehensive review of reports prepared by or at the direction of the Superintendent.
  - The Board monitors the effectiveness and efficiency of instructional programs by reviewing reports prepared by or at the direction of the Superintendent and directs the Superintendent to make modifications that promote maximum achievement for all students.
  - The Board ensures that appropriate assessments are used to measure achievement of all students.
  - The Board reports District progress to parents and community in compliance with state laws and regulations.
  - The Board reviews District policies for effective support of the District's vision, mission, and goals.
  - The Board reviews the efficiency and effectiveness of District operations and use of resources in supporting the District's vision, mission, and goals.
  - The Board evaluates the Superintendent's performance annually in compliance with state laws and regulations.
  - The Board annually evaluates its own performance in fulfilling the Board's duties and responsibilities, and the Board's ability to work with the Superintendent as a team.

4. Advocacy — The Board promotes the vision.
  - The Board demonstrates its commitment to the shared vision, mission, and goals by clearly communicating them to the Superintendent, the staff, and community.
  - The Board ensures an effective two-way communication system between the District and its students, parents, employees, media, and the community.
  - The Board builds partnerships with community, business, and governmental leaders to influence and expand educational opportunities and meet the needs of students.
  - The Board supports children by establishing partnerships between the District, parents, business leaders, and other community members as an integral part of the District's educational program.
  - The Board leads in recognizing the achievements of students, staff, and others in education.
  - The Board promotes school board service as a meaningful way to make long-term contributions to the local community and society.
  - The Board provides input and feedback to the legislature, State Board of Education, and the Texas Education Agency regarding proposed changes to ensure maximum effectiveness and benefit to the schoolchildren in the District.
5. Unity — The Board works with the Superintendent to lead the District toward the vision.
  - The Board ensures that its members understand and respect the need to function as a team in governing and overseeing the management of the District.
  - The Board develops skills in teamwork, problem solving, and decision making.
  - The Board establishes and follows local policies, procedures, and ethical standards governing the conduct and operations of the Board.
  - The Board understands and adheres to laws and local policies regarding the Board's responsibility to set policy and the Superintendent's responsibility to manage the District and to direct employees in District and campus matters.
  - The Board recognizes the leadership role of the Board President and adheres to law and local policies regarding the duties and responsibilities of the Board President and other officers.
  - The Board adopts and adheres to established policies and procedures for receiving and addressing ideas and concerns from students, parents, employees, and the community.
  - The Board makes decisions as a whole only at properly called meetings and recognizes that individual members have no authority to take individual action in policy or District and campus administrative matters.

- The Board supports decisions of the majority after honoring the right of individual members to express opposing viewpoints and vote their convictions.

*Adopted by the State Board of Education, January 1996, as authorized by 19 TAC 61.1; revised July 2012.*

BOARD INTERNAL ORGANIZATION  
ATTORNEY

BDD  
(LEGAL)

PROCUREMENT OF  
LEGAL SERVICES

The purchasing requirements of Education Code 44.031 do not apply to a contract for professional services rendered by an attorney. *Education Code 44.031(f)* [See CH(LEGAL)]

ATTORNEY GENERAL

The District may request the assistance of the attorney general on any legal matter. The District must pay any costs associated with the assistance. *Education Code 11.151(e)*



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NONDISCRIMINATION  
— IN GENERAL

The District shall not fail or refuse to hire or discharge any individual, or otherwise discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment on the basis of any of the following protected characteristics:

1. Race, color, or national origin;
2. Sex;
3. Religion;
4. Age (applies to individuals who are 40 years of age or older);
5. Disability; or
6. Genetic information [see DAB].

*42 U.S.C. 1981; 42 U.S.C. 2000e et seq. (Title VII); 20 U.S.C. 1681 et seq. (Title IX); 42 U.S.C. 12111 et seq. (Americans with Disabilities Act); 29 U.S.C. 621 et seq. (Age Discrimination in Employment Act); 29 U.S.C. 793, 794 (Rehabilitation Act); 42 U.S.C. 2000ff et seq. (Genetic Information Nondiscrimination Act); U.S. Const. Amend. I; Human Resources Code 121.003(f); Labor Code Ch. 21 (Texas Commission on Human Rights Act); Labor Code Ch. 21, Subchapter H (genetic information)*

Title VII proscribes employment practices that are overtly discriminatory (disparate treatment), as well as those that are fair in form but discriminatory in practice (disparate impact). Wards Cove Packing Co. v. Atonio, 490 U.S. 642 (1989)

DISPARATE  
TREATMENT

Disparate treatment (intentional discrimination) occurs when members of a protected group have been denied the same employment, promotion, membership, or other employment opportunities as have been available to other employees or applicants. 29 C.F.R. 1607.11

DISPARATE IMPACT

Disparate impact occurs when an employer uses a particular employment practice that causes a disparate (disproportionate) impact on a protected group and the employer fails to demonstrate that the challenged practice is job-related and consistent with business necessity. 42 U.S.C. 2000e-2(k)(1)(A); Labor Code 21.115, .122

BANKRUPTCY  
DISCRIMINATION

The District may not deny employment to, terminate the employment of, or discriminate with respect to employment against, a person that is or has been a debtor under federal bankruptcy laws. The District may not discriminate against a person with whom a bankrupt or debtor has been associated, solely because the bankrupt or debtor is or has been a debtor under federal bankruptcy laws; was insolvent before the commencement of a bankruptcy case or during the case but before the debtor was granted or de-

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	nied a discharge; or has not paid a debt that is dischargeable in the bankruptcy case or that was discharged under the bankruptcy laws. <i>11 U.S.C. 525(a)</i>
JOB QUALIFICATION	The District may take employment actions based on religion, sex, national origin, or age in those certain instances where religion, sex, national origin, or age is a bona fide occupational qualification. <i>42 U.S.C. 2000e-2(e); 29 U.S.C. 623(f); Labor Code 21.119</i>
EMPLOYMENT POSTINGS	The District shall not print or publish any notice or advertisement relating to District employment that indicates any preference, limitation, specification, or discrimination based on race, color, religion, sex, disability, or national origin, unless the characteristic is a bona fide occupational qualification. <i>42 U.S.C. 2000e-3(b); Labor Code 21.059</i>
HARASSMENT OF EMPLOYEES	The District has an affirmative duty to maintain a working environment free of harassment on the basis of a protected characteristic. <i>42 U.S.C. 2000e et seq.; 29 C.F.R. 1606.8(a), 1604.11</i> [See DIA]
RETALIATION	The District may not discriminate against any employee or applicant for employment because the employee or applicant has opposed any unlawful, discriminatory employment practices or participated in the investigation of any complaint related to an unlawful, discriminatory employment practice. <i>29 U.S.C. 623(d) (ADEA); 42 U.S.C. 2000e-3(a) (Title VII); 34 C.F.R. 100.7(e) (Title VI); 34 C.F.R. 110.34 (Age Act); 42 U.S.C. 12203 (ADA); <u>Jackson v. Birmingham Bd. of Educ.</u>, 544 U.S. 167 (2005) (Title IX); Labor Code 21.055</i> [See DIA]
NOTICES	The District shall post in conspicuous places upon its premises a notice setting forth the information the Equal Employment Opportunity Commission deems appropriate to effectuate the purposes of the anti-discrimination laws. <i>29 U.S.C. 627; 42 U.S.C. 2000e-10</i>
SECTION 504 NOTICE	<p>A district that employs 15 or more persons shall take appropriate steps to notify applicants and employees, including those with impaired vision or hearing, that it does not discriminate on the basis of disability.</p> <p>The notice shall state:</p> <ol style="list-style-type: none"><li>1. That the District does not discriminate in employment in its programs and activities; and</li><li>2. The identity of the District's 504 coordinator.</li></ol> <p>Methods of notification may include:</p> <ol style="list-style-type: none"><li>1. Posting of notices;</li></ol>

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2. Publication in newspapers and magazines;
3. Placing notices in District publications; and
4. Distributing memoranda or other written communications.

If the District publishes or uses recruitment materials containing general information that it makes available to applicants or employees, it shall include in those materials a statement of its non-discrimination policy.

*34 C.F.R. 104.8*

AGE DISCRIMINATION The District may take an employment action on the basis of age pursuant to a bona fide seniority system or a bona fide employee benefit plan. However, a bona fide employee benefit plan shall not excuse the failure to hire any individual and no such benefit plan shall require or permit the involuntary retirement of any individual because of age. *29 U.S.C. 623(f); Labor Code 21.102*

SEX DISCRIMINATION The District may not evaluate employees by assuming or insisting that they match the stereotype associated with their group. *Price Waterhouse v. Hopkins, 490 U.S. 228 (1989)*

GENDER  
STEREOTYPES

PREGNANCY

The prohibition against discrimination on the basis of sex includes discrimination on the basis of pregnancy, childbirth, or related medical conditions. The District shall treat women affected by pregnancy, childbirth, or related medical conditions the same as other employees for all employment-related purposes, including receipt of benefits under fringe benefit programs. *42 U.S.C. 2000e(k); 29 C.F.R. 1604.10; Labor Code 21.106*

EQUAL PAY

The District may not pay an employee at a rate less than the rate the District pays employees of the opposite sex for equal work on jobs the performance of which require equal skill, effort, or responsibility and which are performed under similar working conditions. This rule does not apply if the payment is pursuant to a seniority system, a merit system, a system that measures earnings by quantity or quality of production, or a differential based on any other factor other than sex. *29 U.S.C. 206(d) (Equal Pay Act); 34 C.F.R. 106.54 (Title IX)*

RELIGIOUS  
DISCRIMINATION

The prohibition against discrimination on the basis of religion includes all aspects of religious observances and practice, as well as religious belief, unless the District demonstrates that it is unable to reasonably accommodate an employee's or prospective employee's religious observance or practice without undue hardship to the District's business. "Undue hardship" means more than a *de minimus* (minimal) cost. *42 U.S.C. 2000e(j); 29 C.F.R. 1605.2; Labor Code 21.108*

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The District may not substantially burden an employee's free exercise of religion, unless the burden is in furtherance of a compelling governmental interest and is the least restrictive means of furthering that interest. *Civ. Prac. & Rem. Code 110.003*

A person employed or maintained to obtain or aid in obtaining positions for public school employees may not directly or indirectly ask about, orally or in writing, the religion or religious affiliation of anyone applying for employment in a public school of this state. A violation of this provision is a Class B misdemeanor. A person who violates this provision is subject to civil penalties. *Education Code 22.901*

DISABILITY  
DISCRIMINATION

The District may not discriminate against a qualified individual on the basis of disability in job application procedures, hiring, advancement, or discharge of employees, compensation, job training, and other terms, conditions, and privileges of employment. *42 U.S.C. 12112(a); 29 C.F.R. 1630.4(b); Labor Code 21.051*

In addition, each district that receives assistance under the Individuals with Disabilities Education Act (IDEA) must make positive efforts to employ, and advance in employment, qualified individuals with disabilities in programs assisted by the IDEA. *34 C.F.R. 300.177(b)*

DISCRIMINATION  
BASED ON LACK OF  
DISABILITY

The Americans with Disabilities Act (ADA) and the Texas Commission on Human Rights Act do not provide a basis for a claim that an individual was subject to discrimination because of the individual's lack of disability. *42 U.S.C. 12201(g); 29 C.F.R. 1630.4(b); Labor Code 21.005(c)*

DEFINITION OF  
DISABILITY

"Disability" means:

1. An actual disability: a physical or mental impairment [see definition, below] that substantially limits one or more of an individual's major life activities;
2. A record of having such an impairment; or
3. Being regarded as having such an impairment.

An impairment that substantially limits one major life activity need not limit other major life activities in order to be considered a disability. An impairment that is episodic or in remission is a disability if it would substantially limit a major life activity when active.

'REGARDED AS'  
HAVING AN  
IMPAIRMENT

An individual meets the requirement of being "regarded as" having an impairment if the individual establishes that he or she has been subjected to an action prohibited by the ADA because of an actual

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or perceived physical or mental impairment whether or not the impairment limits or is perceived to limit a major life activity.

TRANSITORY  
AND MINOR

The “regarded as” prong of the definition does not apply to impairments that are transitory or minor. A transitory impairment is one with an actual or expected duration of six months or less. The “transitory” exception does not apply to the “actual disability” or “record of disability” prongs of the definition.

MITIGATING  
MEASURES

The determination of whether an impairment substantially limits a major life activity shall be made without regard to the ameliorative effects of mitigating measures, such as medication, medical supplies, low-vision devices, prosthetics, hearing aids, mobility devices, oxygen therapy, assistive technology, or learned behavioral or adaptive neurological modifications.

The ameliorative effects of ordinary eyeglasses or contact lenses shall be considered in determining whether an impairment substantially limits a major life activity. Ordinary eyeglasses and contact lenses are lenses that are intended to fully correct visual acuity or to eliminate refractive error.

*42 U.S.C. 12102(1), (3), (4); 29 C.F.R. 1630.2(g), .3(j)(1); Labor Code 21.002, .0021*

OTHER  
DEFINITIONS

‘PHYSICAL OR  
MENTAL  
IMPAIRMENT’

“Physical or mental impairment” means:

1. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more body systems, such as neurological, musculoskeletal, special sense organs, respiratory (including speech organs), cardiovascular, reproductive, digestive, genitourinary, immune, circulatory, hemic, lymphatic, skin, and endocrine; or
2. Any mental or psychological disorder, such as an intellectual disability (formerly termed “mental retardation”), organic brain syndrome, emotional or mental illness, and specific learning disabilities.

*29 C.F.R. 1630.3(h)*

‘MAJOR LIFE  
ACTIVITIES’

“Major life activities” include caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, sitting, reaching, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, interacting with others, and working.

“Major life activities” also include the operation of major bodily functions, including functions of the immune system, special sense organs and skin, normal cell growth, and digestive, genitourinary,

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bowel, bladder, neurological, brain, respiratory, circulatory, cardiovascular, endocrine, hemic, lymphatic, musculoskeletal, and reproductive functions. The operation of a major bodily function includes the operation of an individual organ within the body system.

*42 U.S.C. 12102(2); 29 C.F.R. 1630.3(i); Labor Code 21.002*

'QUALIFIED  
INDIVIDUAL'

"Qualified individual" means an individual who:

1. Satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such individual holds or desires; and
2. With or without reasonable accommodation, can perform the essential functions of such position. Consideration shall be given to the District's judgment as to what functions of a job are essential. A written job description prepared before advertising or interviewing applicants for the job is evidence of the job's essential functions.

*42 U.S.C. 12111(8); 29 C.F.R. 1630.3(m)*

REASONABLE  
ACCOMMODATIONS

The District is required, absent undue hardship, to make a reasonable accommodation to an otherwise qualified individual who meets the definition of disability under the "actual disability" or "record of disability" prongs. The District is not required to provide a reasonable accommodation to an individual who meets the definition of disability solely under the "regarded as" prong. *42 U.S.C. 12112(b)(5); 29 C.F.R. 1630.4(o)(4), .9; 29 U.S.C. 794; 34 C.F.R. 104.11; Labor Code 21.128* [See DBB regarding medical examinations and inquiries under the Americans with Disabilities Act]

"Reasonable accommodation" includes:

1. Making existing facilities used by employees readily accessible to and usable by individuals with disabilities; and
2. Job restructuring, part-time or modified work schedules, reassignment to a vacant position, acquisition or modification of equipment or devices, appropriate adjustment or modification of examinations, training materials or policies, the provision of qualified readers or interpreters, and other similar accommodations for individuals with disabilities.

*42 U.S.C. 12111(9); 29 C.F.R. 1630.2(o); 34 C.F.R. 104.12(b)*

"Undue hardship" means an action requiring significant difficulty or expense when considered in light of the nature and cost of the accommodation needed, overall financial resources of the affected facility and the District, and other factors set out in law. *42 U.S.C. 12111(10); 29 C.F.R. 1630.2(p); 34 C.F.R. 104.12(c)*

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DISCRIMINATION BASED ON RELATIONSHIP	The District shall not exclude or deny equal jobs or benefits to, or otherwise discriminate against, a qualified individual because of the known disability of an individual with whom the qualified individual is known to have a family, business, social, or other relationship or association. <i>42 U.S.C. 12112(b)(4); 29 C.F.R. 1630.8; 34 C.F.R. 104.11</i>
ILLEGAL DRUGS AND ALCOHOL	The term “qualified individual with a disability” does not include any employee or applicant who is currently engaging in the illegal use of drugs, when the District acts on the basis of such use.
DRUG TESTING	The District is not prohibited from conducting drug testing of employees and applicants for the illegal use of drugs or making employment decisions based on the results of such tests.  <i>42 U.S.C. 12114(c), (d); Labor Code 21.002(6)(A)</i> [See DHE]
ALCOHOL USE	The term “qualified individual with a disability” does not include an individual who is an alcoholic and whose current use of alcohol prevents the employee from performing the duties of his or her job or whose employment, by reason of such current alcohol abuse, would constitute a direct threat to property or the safety of others. <i>42 U.S.C. 12114(a); 29 U.S.C. 705(20)(C); 29 C.F.R. 1630.3(a); 28 C.F.R. 35.104; Labor Code 21.002(6)(A)</i>
QUALIFICATION STANDARDS	It is unlawful for the District to use qualification standards, employment tests, or other selection criteria that screen out or tend to screen out an individual with a disability or a class of individuals with disabilities, on the basis of disability, unless the standard, test, or other selection criteria, as used by the District, is shown to be job related for the position in question and is consistent with business necessity. <i>29 C.F.R. 1630.10(a)</i>
DIRECT THREAT TO HEALTH OR SAFETY	As a qualification standard, the District may require that an individual not pose a direct threat to the health or safety of other individuals in the workplace. “Direct threat” means a significant risk to the health or safety of the individual or others that cannot be eliminated by reasonable accommodation. <i>42 U.S.C. 12111(3); 29 C.F.R. 1630.2(r); Labor Code 21.002(6)(B)</i>
VISION STANDARDS AND TESTS	The District shall not use qualification standards, employment tests, or other selection criteria based on an individual’s uncorrected vision unless the standard, test, or other selection criteria, as used by the District, is shown to be job-related for the position in question and consistent with business necessity. <i>42 U.S.C. 12113(c); 29 C.F.R. 1630.10(b); Labor Code 21.115(b)</i>
COMMUNICABLE DISEASES	The District may refuse to assign or continue to assign an individual to a job involving food handling if the individual has an infectious or communicable disease that is transmitted to others through

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	handling of food. <i>42 U.S.C. 12113(d); 29 U.S.C. 705(20)(D); 29 C.F.R. 1630.16(e); Labor Code 21.002(6)(B)</i>
SERVICE ANIMALS	<p>A district that is subject to the jurisdiction of Title I of the ADA (employment discrimination) or to section 504 of the Rehabilitation Act (employment discrimination) shall comply with the reasonable accommodation requirements of those laws with respect to service animals. [See REASONABLE ACCOMMODATIONS, above]</p> <p>A district that is not subject to either Title I or section 504 shall comply with Title II of the ADA (discrimination by public entity). An employer that is subject to Title II shall comply with 28 C.F.R. part 35, including the requirements relating to service animals at 28 C.F.R. 35.136 [see FBA].</p> <p><i>28 C.F.R. 35.140</i></p>
MILITARY SERVICE	<p>The District shall not deny initial employment, reemployment, retention in employment, promotion, or any benefit of employment on the basis of membership in a uniformed service, performance in a uniformed service, application for uniformed service, or obligation to a uniformed service. The District shall not take adverse employment action or discriminate against any person who takes action to enforce protections afforded by the Uniformed Services Employment and Re-employment Rights Act (USERRA). <i>38 U.S.C. 4311</i> [See also DECB]</p>
GRIEVANCE POLICIES SECTION 504	<p>A district that receives federal financial assistance and that employs 15 or more persons shall adopt grievance procedures that incorporate appropriate due process standards and that provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504 of the Rehabilitation Act. <i>34 C.F.R. 104.7(b), .11</i></p>
AMERICANS WITH DISABILITIES ACT	<p>A district that employs 50 or more persons shall adopt and publish grievance procedures providing for prompt and equitable resolution of complaints alleging any action that would be prohibited by the ADA. <i>28 C.F.R. 35.107, .140</i></p>
TITLE IX	<p>A district that receives federal financial assistance shall adopt and publish grievance procedures providing for prompt and equitable resolution of employee complaints alleging any action prohibited by Title IX. <i>34 C.F.R. 106.8(b); <u>North Haven Board of Education v. Bell</u>, 456 U.S. 512 (1982)</i></p>
COMPLIANCE COORDINATOR	<p>The District shall designate at least one employee to coordinate its efforts to comply with Title IX, Section 504, the Age Act, and the ADA. The District shall notify all employees of the name, office address, and telephone number of the employee(s) so designated. <i>34 C.F.R. 104.7(b), .11; 28 C.F.R. 35.107, .140; 34 C.F.R. 106.8(b)</i></p>

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**Note:** This policy addresses leaves in general. For provisions regarding the Family and Medical Leave Act (FMLA), including FML for an employee seeking leave because of a relative's military service, see DECA. For provisions addressing leave for an employee's military service, see DECB.

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STATE LEAVE

STATE PERSONAL  
LEAVE

The District shall provide employees with five days per year of state personal leave, with no limit on accumulation and no restrictions on transfer among districts. The District may provide additional personal leave beyond this minimum.

The Board may adopt a policy governing an employee's use of state personal leave, except that the policy may not restrict the purposes for which the leave may be used.

*Education Code 22.003(a)*

STATE SICK LEAVE  
(ACCUMULATED  
PRIOR TO 1995)

District employees retain any sick leave accumulated as state minimum sick leave under former Section 13.904(a) of the Education Code. Accumulated state sick leave shall be used only for the following:

1. Illness of the employee.
2. Illness of a member of the employee's immediate family.
3. Family emergency.
4. Death in the employee's immediate family.
5. During military leave [see USE DURING MILITARY LEAVE, below].

*Acts of the 74th Legislative Session, Senate Bill 1, Sec. 66*

FORMER  
EDUCATION  
SERVICE CENTER  
(ESC) EMPLOYEES

The District shall accept the sick leave accrued by an employee who was formerly employed by a regional education service center (ESC), not to exceed five days per year for each year of employment. *Education Code 8.007*

ORDER OF USE

The Board's policy governing an employee's use of state personal leave may not restrict the order in which an employee may use state personal leave and any additional personal leave provided by the District.

An employee who retains any state sick leave is entitled to use the state sick leave, state personal leave, or local personal leave in any order to the extent that the leave the employee uses is appropriate to the purpose of the leave.

*Education Code 22.003(a), (f)*

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USE DURING  
MILITARY LEAVE

An employee with available personal leave is entitled to use the leave for compensation during a term of active military service. "Personal leave" includes personal or sick leave available under former law or provided by local policy. *Education Code 22.003(d), (e)* [See DECB(LEGAL)]

TEMPORARY  
DISABILITY

Each full-time educator shall be given a leave of absence for temporary disability at any time the educator's condition interferes with the performance of regular duties. The contract or employment of the educator may not be terminated while the educator is on a leave of absence for temporary disability. For purposes of temporary disability leave, pregnancy is considered a temporary disability.

AT EMPLOYEE'S  
REQUEST

A request for a leave of absence for temporary disability must be made to the Superintendent. The request must:

1. Be accompanied by a physician's statement confirming inability to work;
2. State the date requested by the educator for the leave to begin; and
3. State the probable date of return as certified by the physician.

BY BOARD  
AUTHORITY

The Board may adopt a policy providing for placing an educator on leave of absence for temporary disability if, in the Board's judgment in consultation with a physician who has performed a thorough medical examination of the educator, the educator's condition interferes with the performance of regular duties. The educator shall have the right to present to the Board testimony or other information relevant to the educator's fitness to continue in the performance of regular duties. [See DBB]

RETURN TO ACTIVE  
DUTY

NOTICE

The educator shall notify the Superintendent of a desire to return to active duty no later than the 30th day before the expected date of return. The notice must be accompanied by a physician's statement indicating the educator's physical fitness for the resumption of regular duties.

PLACEMENT

An educator returning to active duty after a leave of absence for temporary disability is entitled to an assignment at the school where the educator formerly taught, subject to the availability of an appropriate teaching position. In any event, the educator shall be placed on active duty no later than the beginning of the next school year. A principal at another campus voluntarily may approve the appointment of an employee who wishes to return from leave of absence. However, if no other principal approves the assignment by the beginning of the next school year, the District must place the

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	<p>employee at the school at which the employee formerly taught or was assigned.</p>
LENGTH OF ABSENCE	<p>The Superintendent shall grant the length of leave of absence for temporary disability as required by the individual educator. The Board may establish a maximum length for a leave of absence for temporary disability, but the maximum length may not be less than 180 calendar days.</p> <p><i>Education Code 21.409; Atty. Gen. Op. DM-177 (1992); Atty. Gen. Op. H-352 (1974)</i></p>
SICK LEAVE DIFFERENT FROM TEMPORARY DISABILITY LEAVE	<p>An employee's entitlement to sick leave is unaffected by any concurrent eligibility for a leave of absence for temporary disability. The two types of leave are different, and each must be granted by its own terms. <i>Atty. Gen. Op. H-352</i></p>
ASSAULT LEAVE	<p>In addition to all other days of leave, a District employee who is physically assaulted during the performance of regular duties is entitled to the number of days of leave necessary to recuperate from physical injuries sustained as a result of the assault. The leave shall be paid as set forth below at COORDINATION WITH WORKERS' COMPENSATION BENEFITS.</p> <p>A District employee is physically assaulted if the person engaging in the conduct causing injury to the employee:</p> <ol style="list-style-type: none"><li>1. Could be prosecuted for assault; or</li><li>2. Could not be prosecuted for assault only because the person's age or mental capacity makes the person a nonresponsible person for purposes of criminal liability.</li></ol>
NOTICE OF RIGHTS	<p>Any informational handbook the District provides to employees in an electronic or paper form or makes available by posting on the District's Web site must include notification of an employee's rights regarding assault leave, in the relevant section of the handbook. Any form used by the District through which an employee may request personal leave must include assault leave as an option.</p>
ASSIGNMENT TO ASSAULT LEAVE	<p>At the request of an employee, the District must immediately assign the employee to assault leave. Days of assault leave may not be deducted from accrued personal leave. Assault leave may not extend more than two years beyond the date of the assault. Following an investigation of the claim, the District may change the assault leave status and charge the leave against the employee's accrued personal leave or against the employee's pay if insufficient accrued personal leave is available.</p>

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COORDINATION WITH WORKERS' COMPENSATION BENEFITS	<p>Notwithstanding any other law, assault leave benefits due to an employee shall be coordinated with temporary income benefits due from workers' compensation so the employee's total compensation from temporary income benefits and assault leave benefits will equal 100 percent of the employee's weekly rate of pay.</p> <p><i>Education Code 22.003(b)-(c-1)</i></p>
RELIGIOUS OBSERVANCES	<p>The District shall reasonably accommodate an employee's request to be absent from duty in order to participate in religious observances and practices, so long as it does not cause undue hardship on the conduct of District business. Such absence shall be without pay unless applicable paid local leave is available. <i>42 U.S.C. 2000e(j), 2000e-2(a); Ansonia Bd. of Educ. v. Philbrook, 479 U.S. 60, 107 S.Ct. 367 (1986); Pinsker v. Joint Dist. No. 28J of Adams and Arapahoe Counties, 735 F.2d 388 (10th Cir. 1984)</i></p>
COMPLIANCE WITH A SUBPOENA	<p>The District may not discharge, discipline, or penalize in any manner an employee because the employee complies with a valid subpoena to appear in a civil, criminal, legislative, or administrative proceeding. <i>Labor Code 52.051(a)</i></p>
JURY DUTY	<p>The District may not discharge, discipline, reduce the salary of, or otherwise penalize or discriminate against an employee because of the employee's compliance with a summons to appear as a juror. For each regularly scheduled workday on which a nonsalaried employee serves in any phase of jury service, the District shall pay the employee the employee's normal daily compensation. An employee's accumulated personal leave may not be reduced because of the employee's service in compliance with a summons to appear as a juror. <i>Education Code 22.006</i></p>
DEVELOPMENTAL LEAVES OF ABSENCE	<p>The Board may grant a developmental leave of absence for study, research, travel, or other suitable purpose to an employee working in a position requiring a permanent teaching certificate who has served in the District at least five consecutive school years.</p> <p>A developmental leave of absence may be granted for one school year at one-half regular salary or for one-half of a school year at full regular salary. Payment to the employee shall be made periodically by the District in the same manner, on the same schedule, and with the same deductions as if the employee were on full-time duty.</p> <p>An employee on developmental leave shall continue to be a member of the Teacher Retirement System of Texas and shall be an employee of the District for purposes of participating in programs, holding memberships, and receiving benefits afforded by employment in the District.</p> <p><i>Education Code 21.452</i></p>

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LEGAL)

ABSENCE CONTROL

Uniform enforcement of a reasonable absence-control rule is not retaliatory discharge. For example, a district that terminates an employee for violating a reasonable absence-control provision cannot be liable for retaliatory discharge as long as the rule is uniformly enforced. Continental Coffee Products Co. v. Cazarez, 937 S.W.2d 444 (Tex. 1996) (workers' compensation discrimination case); Texas Division-Tranter, Inc. v. Carrozza, 876 S.W.2d 312 (Tex. 1994) (workers' compensation discrimination case); Swearingen v. Owens-Corning Fiberglas Corp., 968 F.2d 559 (5th Cir. 1992) (workers' compensation discrimination case); Howell v. Standard Motor Prods., Inc., 2001 U.S. Dist LEXIS 12332 (N. D. Tex. 2001) (Family and Medical Leave Act case); Specialty Retailers v. DeMoranville, 933 S.W.2d 490 (Tex. 1996) (age discrimination case); Gonzalez v. El Paso Natural Gas Co., 40 F.E.P. Cases (BNA) 353 (Tex. App.—El Paso 1986, no pet.) (sex discrimination case)

[Some employees may have protected status even after the expiration of all other leave. See CRE and DAA.]



COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

DEFINITIONS

The term "immediate family" is defined as:

FAMILY

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

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

FAMILY  
EMERGENCY

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

LEAVE DAY

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

CATASTROPHIC  
ILLNESS OR INJURY

A catastrophic illness or injury is a severe condition or combination of conditions affecting the mental or physical health of the employee or a member of the employee's immediate family that requires the services of a licensed practitioner for a prolonged period of time and that forces the employee to exhaust all leave time earned by that employee and to lose compensation from the District. Complications resulting from pregnancy shall be treated the same as any other condition.

AVAILABILITY

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

EARNING LOCAL  
LEAVE

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

DEDUCTIONS

LEAVE WITHOUT  
PAY

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

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

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(LOCAL)

LEAVE PRORATION EMPLOYED FOR LESS THAN FULL YEAR	<p>If an employee separates from employment with the District before his or her last duty day of the year, or begins employment after the first duty day, state personal leave and local leave shall be prorated based on the actual time employed.</p> <p>If an employee separates from employment before the last duty day of the school year, the employee's final paycheck shall be reduced for:</p> <ol style="list-style-type: none"><li>1. State personal leave the employee used beyond his or her pro rata entitlement for the school year; and</li><li>2. Local leave the employee used but had not earned as of the date of separation.</li></ol>
EMPLOYED FOR FULL YEAR	<p>If an employee uses more local leave than he or she earned and remains employed with the District through his or her last duty day, the District shall deduct the cost of the excess leave days from the employee's pay in accordance with administrative regulations.</p>
RECORDING	<p>Leave shall be recorded as follows:</p> <ol style="list-style-type: none"><li>1. Leave shall be recorded in half-day increments for all employees, except for auxiliary employees.</li><li>2. Leave shall be recorded in one-hour increments for auxiliary employees.</li><li>3. If the employee is taking intermittent FMLA leave, leave shall be recorded in one-hour increments.</li></ol>
ORDER OF USE	<p>Earned compensatory time shall be used before any available paid state and local leave. [See DEA]</p> <p>Unless an employee requests a different order, available paid state and local leave shall be used in the following order, as applicable:</p> <ol style="list-style-type: none"><li>1. Local leave.</li><li>2. State sick leave accumulated before the 1995–96 school year.</li><li>3. State personal leave.</li></ol> <p>Use of extended sick leave or sick leave bank days shall be permitted only after all available state and local leave has been exhausted.</p>
CONCURRENT USE OF LEAVE	<p>When an absent employee is eligible for FMLA leave, the District shall designate the absence as FMLA leave.</p> <p>The District shall require the employee to use temporary disability leave and paid leave, including compensatory time, concurrently with FMLA leave.</p>

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

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(LOCAL)

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

MEDICAL  
CERTIFICATION

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

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

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

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

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STATE PERSONAL  
LEAVE

The Board requires employees to differentiate the manner in which state personal leave is used:

NON-  
DISCRETIONARY  
USE

1. Non-discretionary use of leave shall be for the same reasons and in the same manner as state sick leave accumulated before May 30, 1995. [See DEC(LEGAL)]

Non-discretionary use includes leave related to the birth or placement of a child and taken within the first year after the child's birth, adoption, or foster placement.

DISCRETIONARY  
USE

2. Discretionary use of leave is at the individual employee's discretion, subject to limitations set out below.

LIMITATIONS  
REQUEST FOR  
LEAVE

The employee shall submit a written request for discretionary use of state personal leave to the immediate supervisor or designee in advance in accordance with administrative regulations. In deciding whether to approve or deny state personal leave, the supervisor or designee shall not seek or consider the reasons for which an employee requests to use leave. The supervisor or designee shall, however, consider the effect

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

	<p>of the employee's absence on the educational program or District operations, as well as the availability of substitutes.</p>
DURATION OF LEAVE	<p>Discretionary use of state personal leave shall not exceed five consecutive workdays, with a maximum of five days in a semester and ten days in a school year.</p>
LOCAL LEAVE	<p>All employees shall earn five paid local leave days per school year in accordance with administrative regulations.</p> <p>Local leave shall accumulate without limit.</p> <p>Local leave shall be used according to the terms and conditions of state personal leave. [See STATE PERSONAL LEAVE, above]</p>
EXTENDED SICK LEAVE	<p>After all available state and local leave days have been exhausted, a professional or paraprofessional employee shall be granted in a school year a maximum of ten leave days of extended sick leave for an FMLA-qualified absence, provided all required FMLA documentation has been received and approved by the human resources department.</p> <p>A written request for extended sick leave must be accompanied by medical certification of the illness or injury.</p> <p>The daily rate of pay of a substitute shall be deducted for each day of extended sick leave taken. If no substitute is employed, the lowest daily rate of pay of a substitute shall be deducted for each day of extended sick leave taken.</p>
SICK LEAVE BANK	<p>The District shall establish a sick leave bank that employees may join through contribution of local leave.</p> <p>Leave contributed to the bank shall be solely for the use of participating employees. An employee who is a member of the bank may request leave from the bank if the employee or a member of the employee's immediate family experiences a catastrophic illness or injury and the employee has exhausted all paid leave.</p> <p>If the employee is unable to request leave from the sick leave bank, a member of the employee's family or the employee's supervisor may submit the request.</p> <p>The Superintendent or designee shall develop regulations for the operation of the sick leave bank that address the following:</p> <ol style="list-style-type: none"><li>1. Membership in the sick leave bank, including the number of days an employee must contribute to become a member;</li><li>2. Procedures to request leave from the sick leave bank;</li></ol>

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

3. The maximum number of days per school year a member employee may receive from the sick leave bank;
4. The committee or administrator authorized to consider requests for leave from the sick leave bank and criteria for granting requests; and
5. Other procedures deemed necessary for the operation of the sick leave bank.

APPEAL	All decisions regarding the sick leave bank may be appealed in accordance with DGBA(LOCAL), beginning with the Superintendent or designee.
FAMILY AND MEDICAL LEAVE	For purposes of an employee's entitlement to FMLA leave, the 12-month period shall begin on the first duty day of the school year.
TWELVE-MONTH PERIOD COMBINED LEAVE FOR SPOUSES	If both spouses are employed by the District, the District shall limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined total of 12 weeks. The District shall limit military caregiver leave to a combined total of 26 weeks. [See DECA(LEGAL)]
INTERMITTENT OR REDUCED SCHEDULE LEAVE	The District shall permit use of intermittent or reduced schedule FMLA leave for the care of a newborn child or for the adoption or placement of a child with the employee. [See DECA(LEGAL) for use of intermittent or reduced schedule leave due to a medical necessity.]
CERTIFICATION OF LEAVE	If an employee requests leave, the employee shall provide certification, as required by FMLA regulations, of the need for leave. [See DECA(LEGAL)]
FITNESS-FOR-DUTY CERTIFICATION	If an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification. If the District will require certification of the employee's ability to perform essential job functions, the District shall provide a list of essential job functions to the employee with the FMLA designation notice.
END OF SEMESTER LEAVE	If a teacher takes leave near the end of the semester, the District may require the teacher to continue leave until the end of the semester. [See DECA(LEGAL), LEAVE AT THE END OF A SEMESTER]
FAILURE TO RETURN	If, at the expiration of FMLA leave, the employee is able to return to work but chooses not to do so, the District may require reimbursement of premiums paid by the District during the leave. [See DECA(LEGAL), RECOVERY OF BENEFIT COST]

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

TEMPORARY  
DISABILITY LEAVE

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

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

WORKERS'  
COMPENSATION

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

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

An employee eligible for workers' compensation income benefits, and not on assault leave, may elect in writing to use paid leave.

COURT  
APPEARANCES

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

Absences for court appearances related to an employee's personal business shall be deducted from the employee's leave or, at the option of the employee, shall be taken as leave without pay.

REIMBURSEMENT FOR  
LEAVE UPON  
RETIREMENT

Upon retirement as certified by the Teacher Retirement System (TRS), an employee with accumulated local leave shall be compensated for each unused local leave day at the highest daily substitute rate per job classification.

A budget shall be established annually to pay for retirement compensation. This budget amount shall not be exceeded. In the event that the number of retirees in a single year does result in the District exceeding the budgeted compensation, a pro rata amount shall be distributed to each retiree.

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**Note:** For provisions regarding inventory and requisition of instructional materials, see CMD.

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DEFINITIONS

“Instructional material” is defined as content that conveys the essential knowledge and skills of a subject in the public school curriculum through a medium or a combination of media for conveying information to a student. The term includes a book, supplementary materials, a combination of a book, workbook, and supplementary materials, computer software, magnetic media, DVD, CD-ROM, computer courseware, online services, or an electronic medium, or other means of conveying information to the student or otherwise contributing to the learning process through electronic means, including open-source instructional material. *Education Code 31.002(1)*

“Open-source instructional material” is electronic instructional material that is available for downloading from the Internet at no charge to a student and without requiring the purchase of an unlock code, membership, or other access or use charge, except for a charge to order an optional printed copy of all or part of the instructional material. *Education Code 31.002(1-a)*

“Technological equipment” is hardware, a device, or equipment necessary for instructional use in the classroom, including to gain access to or enhance the use of electronic instructional materials; or professional use by a classroom teacher. *Education Code 31.002(4)*

SBOE INSTRUCTIONAL  
MATERIALS LIST

For each subject and grade level, the State Board of Education (SBOE) shall adopt a list of instructional materials.

The list includes each instructional material that meets applicable physical specifications and contains material covering at least half of the elements of the essential knowledge and skills of the subject and grade level. *Education Code 31.023(a)*

OPEN-SOURCE  
INSTRUCTIONAL  
MATERIAL

The SBOE shall place open-source instructional material for a secondary-level course submitted for adoption by an eligible institution on the list if it satisfies the requirements described in Education Code 31.0241. *Education Code 31.0241(b)*

COMMISSIONER  
INSTRUCTIONAL  
MATERIALS LIST

The Commissioner, with input from the SBOE, shall adopt a list of:

1. Electronic instructional material; and
2. Material that conveys information to the student or otherwise contributes to the learning process, including tools, models, and investigative materials designed for use as part of the foundation curriculum for science in kindergarten through

INSTRUCTIONAL MATERIALS  
SELECTION AND ADOPTION

EFAA  
(LEGAL)

grade 5 and personal financial literacy in kindergarten through grade 8.

*Education Code 31.0231(a)*

SUPPLEMENTAL  
INSTRUCTIONAL  
MATERIALS LIST

The SBOE may adopt supplemental instructional materials that are not on the SBOE instructional materials list. Supplemental instructional material contains material covering one or more primary focal points or primary topics of a subject in the required curriculum but is not designed to serve as the sole textbook for a full course. *Education Code 31.035(a)*

LOCAL SELECTION  
POLICY

The Board shall adopt a policy for selecting instructional materials. Final selections must be recorded in Board minutes. *19 TAC 66.104(a)*

NOTICE TO SBOE

Each year, during a period established by the SBOE, the Board shall notify the SBOE of instructional materials selected in accordance with Education Code 31.101. *Education Code 31.101(a)*

FOUNDATION  
CURRICULUM

For subjects in the foundation curriculum, the Board shall notify the SBOE of the instructional materials it selects from the instructional materials list, including the Commissioner's instructional materials list. *Education Code 31.101(a)(1)*

ENRICHMENT  
CURRICULUM

For a subject in the enrichment curriculum, the Board shall notify the SBOE of instructional material it selects from the instructional materials list, including the Commissioner's instructional materials list, or that it selected instructional materials that do not appear on the list. *Education Code 31.101(a)(2)*

SUPPLEMENTAL  
MATERIALS

The Board may select supplemental instructional materials adopted by the SBOE, as set forth at Education Code 31.035 [see CMD]. If the Board selects supplemental instructional materials, the District shall certify to TEA that the supplemental instructional materials, in combination with any other instructional materials or supplemental instructional materials used by the District, cover the essential knowledge and skills for the course. *Education Code 31.035(d), (f)*

OPEN-SOURCE  
MATERIAL

The District may adopt state-developed open-source instructional material at any time, regardless of the instructional material review and adoption cycle. *Education Code 31.073(c)*

SPECIAL  
EDUCATION

Adopted instructional materials shall be supplied to a student in special education classes as appropriate to the level of the student's ability and without regard to the grade for which the instructional material is adopted or the grade in which the student is enrolled. *19 TAC 66.104(m)*

INSTRUCTIONAL MATERIALS  
SELECTION AND ADOPTION

EFAA  
(LEGAL)

DURATION OF  
SELECTION

LISTED  
MATERIALS

If the District selects subscription-based instructional material on the SBOE instructional materials list or electronic instructional material on the Commissioner's instructional materials list, the District may cancel the subscription and subscribe to new instructional material on the SBOE list or electronic instructional material on the Commissioner's list before the end of the state contract period if:

1. The District has used the instructional material for at least one school year; and
2. TEA approves the change based on a written request to TEA by the District that specifies the reasons for changing the instructional material used by the District.

*Education Code 31.101(e)*

OTHER  
MATERIALS

For instructional material that is not on the instructional materials list, the District must use the instructional material for the period of the review and adoption cycle the SBOE has established for the subject and grade level for which the instruction material is used.

*Education Code 31.101(d)*

CRIMINAL OFFENSE

A Board member, administrator, or teacher commits an offense if the person receives any commission or rebate on any instructional materials or technological equipment used in the schools with which the person is associated.

A Board member, administrator, or teacher commits an offense if the person accepts a gift, favor, or service that:

1. Is given to the person or the person's school;
2. Might reasonably tend to influence the person in the selection of instructional material or technological equipment; and
3. Could not be lawfully purchased with state instructional materials funds.

"Gift, favor, or service" does not include:

1. Staff development, in-service, or teacher training; or
2. Ancillary materials, such as maps or worksheets, that convey information to the student or otherwise contribute to the learning process.

*Education Code 31.152*

ANCILLARY  
MATERIALS

Selection and use of ancillary materials is at the discretion of the Board. *19 TAC 66.104(p)*

INSTRUCTIONAL MATERIALS  
SELECTION AND ADOPTION

EFAA  
(LEGAL)

HUMAN SEXUALITY  
MATERIALS

Course materials relating to human sexuality, sexually transmitted diseases, or human immunodeficiency virus (HIV) or acquired immune deficiency syndrome (AIDS) shall be selected by the Board with the advice of the local school health advisory council. *Education Code 28.004(e)* [See EHAA]

INSTRUCTIONAL MATERIALS  
SELECTION AND ADOPTION

EFAA  
(LOCAL)

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**Note:** For provisions regarding inventory and requisition of instructional materials, see CMD.

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INSTRUCTIONAL  
MATERIALS  
ALLOTMENT TEAM

The District shall establish a team, as needed, to select instructional materials and technological equipment to be purchased with the District's instructional materials allotment. The team shall make selections based upon District instructional needs and in accordance with administrative regulations.

CERTIFICATION OF  
INSTRUCTIONAL  
MATERIALS

The instructional materials allotment team shall ensure that selected materials, in combination with any other materials in use by the District, allow the District to certify that all students are provided with instructional materials that cover the essential knowledge and skills, as required by law. [See EFAA(LEGAL)]

BOARD ACTION

The Board shall approve final selections and ratify the District's certification of instructional materials. Final selections shall be recorded in Board minutes.



ATTENDANCE  
COMPULSORY ATTENDANCE

FEA  
(LEGAL)

GENERAL RULE

Students who are at least six years of age, or who have been previously enrolled in first grade, and who have not yet reached their 18th birthday shall attend school for the entire period the program is offered, unless exempted as indicated below. Students enrolled in prekindergarten or kindergarten shall attend school.

STUDENTS 18 AND OVER

A person who voluntarily enrolls in school or voluntarily attends school after the person's 18th birthday shall attend school each school day for the entire period the program of instruction is offered. The District may revoke for the remainder of the school year the enrollment of a person who has more than five unexcused absences in a semester. A person whose enrollment is revoked for exceeding this limit may be considered an unauthorized person on school grounds for the purposes of Education Code 37.107 regarding trespassing.

The Board may adopt a policy requiring the student to attend school until the end of the school year.

ACCELERATED /  
COMPENSATORY  
PROGRAMS

A student must also attend:

1. An extended-year program for which the student is eligible that is provided by the District for students identified as likely not to be promoted to the next grade level or tutorial classes required by the District under Education Code 29.084 [see EHBC];
2. An accelerated reading instruction program to which the student has been assigned under Education Code 28.006(g) [see EKC];
3. An accelerated instruction program to which the student is assigned under Education Code 28.0211 [see EIE];
4. A basic skills program to which the student is assigned under Education Code 29.086 [see EHBC]; or
5. A summer program provided:
  - a. To a student placed in in-school suspension or other alternative setting, other than a disciplinary alternative education program (DAEP), who has been offered the opportunity to complete each course in which the student was enrolled at the time of removal. [See FO]
  - b. To a student removed to a DAEP who has been offered an opportunity to complete coursework, before the beginning of the next school year. [See FOCA]

*Education Code 25.085*

ATTENDANCE  
COMPULSORY ATTENDANCE

FEA  
(LEGAL)

EXEMPTIONS

Students who meet one or more of the following conditions shall be exempt from compulsory attendance requirements:

EQUIVALENCY  
DIPLOMA

1. The student is at least 17 years of age and has been issued a high school equivalency certificate or diploma.

PRIVATE OR HOME  
SCHOOL

2. The student attends a private or parochial school that includes in its course a study of good citizenship.

A student in a home school shall be exempt from compulsory attendance if he or she is pursuing in good faith a curriculum consisting of books, workbooks, other written materials (including those that appear on an electronic screen of either a computer or video tape monitor), or any combination of these. The curriculum shall be designed to meet basic education goals of reading, spelling, grammar, mathematics, and a study of good citizenship. *TEA v. Leeper*, 893 S.W.2d 432 (Tex. 1994)

SPECIAL  
EDUCATION —  
NONDISTRICT  
PLACEMENT

3. The student is eligible to participate in the District's special education program under Education Code 29.003 and cannot be appropriately served by the resident district.

MEDICAL  
CONDITION

4. The student has a temporary and remediable physical or mental condition that renders attendance infeasible and the student has a certificate from a qualified physician that specifies the condition, indicates the prescribed treatment, and covers the anticipated time of absence needed for receiving and recuperating from remedial treatment.

EXPULSION — NO  
JJAEP

5. The student has been expelled in accordance with legal requirements in a district that does not participate in a mandatory juvenile justice alternative education program. [See FOD]

17-YEAR-OLD IN  
GED COURSE

6. The student is at least 17 years old, is attending a course of instruction to prepare for the high school equivalency examinations, and:

- a. Has the permission of the student's parent or guardian to attend the course;
- b. Is required by court order to attend the course;
- c. Has established a residence separate and apart from the student's parent, guardian, or other person having lawful control of the student; or
- d. Is homeless as defined by 42 U.S.C. 11302.

ATTENDANCE  
COMPULSORY ATTENDANCE

FEA  
(LEGAL)

HIGH SCHOOL REPLACEMENT PROGRAMS	7. The student is enrolled in the Texas Academy of Leadership in the Humanities, Texas Academy of Mathematics and Science, or Texas Academy of International Studies.
16-YEAR-OLD IN GED PROGRAM OR JOB CORPS	8. The student is at least 16 years old and is attending a course of instruction to prepare for the high school equivalency examinations, if: <ul style="list-style-type: none"><li>a. The student is recommended to take the course by a public agency that has supervision or custody of the student under a court order; or</li><li>b. The student is enrolled in a Job Corps training program under the Workforce Investment Act of 1998, 29 U.S.C. 2801.</li></ul>
OTHER EXEMPTION	9. The student is specifically exempted under another law. <i>Education Code 25.086</i>
EXCUSED ABSENCES FOR COMPULSORY ATTENDANCE DETERMINATIONS	The District shall excuse a student from attending school for the following purposes:
RELIGIOUS HOLY DAYS	1. Observing religious holy days. A student who is observing holy days is allowed up to one day of excused travel for traveling to the site where the student will observe the holy days and up to one day of excused travel for traveling from that site.
COURT APPEARANCES	2. Attending a required court appearance. A student who is attending a required court appearance is allowed up to one day of excused travel for traveling to the site where the student will attend the required court appearance and up to one day of excused travel for traveling from that site.
CITIZENSHIP PROCEEDINGS	3. Appearing at a governmental office to complete paperwork required in connection with the student's application for United States citizenship. A student who is appearing at a governmental office to complete such paperwork is allowed up to one day of excused travel for traveling to the site where the student will complete the paperwork and up to one day of excused travel for traveling from that site.  4. Taking part in a United States naturalization oath ceremony. A student who is taking part in such a ceremony is allowed up to one day of excused travel for traveling to the site where the student will take part in the ceremony and up to one day of excused travel for traveling from that site.

ATTENDANCE  
COMPULSORY ATTENDANCE

FEA  
(LEGAL)

ELECTION CLERKS 5. Serving as an election clerk. A student who is serving as an election clerk is allowed up to one day of excused travel for traveling to the site where the student will serve as an election clerk and up to one day of excused travel for traveling from that site.

HEALTH-CARE APPOINTMENTS 6. Temporary absence resulting from an appointment with a health-care professional if that student commences classes or returns to school on the same day of the appointment. The appointment should be supported by a document such as a note from the health-care professional. "Temporary absence" includes the temporary absence of a student diagnosed with autism spectrum disorder on the day of the student's appointment with a health-care practitioner to receive a generally recognized service for persons with autism spectrum disorder, including applied behavioral analysis, speech therapy, and occupational therapy.

*Education Code 25.087(b), (b-3); 19 TAC 129.21(k) [See FEB]*

CAMPUS VISITS The District may excuse a student from attending school to visit an institution of higher education accredited by a generally recognized accrediting organization during the student's junior and senior years of high school for the purpose of determining the student's interest in attending the institution of higher education, provided that:

1. The District may not excuse for this purpose more than two days during the student's junior year and two days during the student's senior year; and
2. The District adopts:
  - a. A policy to determine when an absence will be excused for this purpose; and
  - b. A procedure to verify the student's visit at the institution of higher education.

*Education Code 25.087(b-2); 19 TAC 129.21(k)(9)*

TAPS AT MILITARY FUNERAL In addition, the District may excuse a student in grades 6 through 12 for the purpose of sounding "Taps" at a military honors funeral held in this state for a deceased veteran. *Education Code 25.087(c)*

MAKE-UP WORK The student shall be allowed a reasonable time to make up school work missed on the days described above. If the student satisfactorily completes the work, the days of absence shall be counted as days of compulsory attendance. The student shall not be penalized for the absence. *Education Code 25.087(d)*

ATTENDANCE  
COMPULSORY ATTENDANCE

FEA  
(LEGAL)

OTHER EXCUSED  
ABSENCES

TEMPORARY  
ABSENCES

A person required to attend school may be excused for temporary absence resulting from any cause acceptable to the teacher, principal, or Superintendent of the school in which the person is enrolled. *Education Code 25.087(a)*

SPECIAL  
EDUCATION  
MATTERS

Students may be excused for special education assessment procedures and for special education-related services. *19 TAC 129.21(l)*

MILITARY  
DEPENDENTS

A student whose parent or legal guardian is an active duty member of the uniformed services and has been called to duty for, is on leave from, or immediately returned from deployment to a combat zone or combat support posting, shall be granted additional excused absences at the discretion of the Superintendent to visit with the student's parent or legal guardian relative to such leave or deployment of the parent or guardian. *Education Code 162.002 art. V, § E [See FDD]*

NOTICES TO PARENTS  
WARNING NOTICE

The District shall notify a student's parent in writing at the beginning of the school year that, if the student is absent from school on ten or more days or parts of days within a six-month period in the same school year or on three or more days or parts of days within a four-week period, the student's parent is subject to prosecution under Education Code 25.093, and the student is subject to prosecution under Education Code 25.094 or to referral to a juvenile court in a county with a population less than 100,000.

NOTICE OF  
ABSENCES

The District shall notify a student's parent if the student has been absent from school, without excuse under Education Code 25.087, on three days or parts of days within a four-week period. The notice must:

1. Inform the parent that:
  - a. It is the parent's duty to monitor the student's school attendance and require the student to attend school,
  - b. The parent is subject to prosecution under Education Code 25.093; and
2. Request a conference between school officials and the parent to discuss the absences.

The fact that a parent did not receive the notices described above is not a defense to prosecution for the parent's failure to require a child to attend school nor for the student's failure to attend school.

*Education Code 25.095*

ATTENDANCE  
COMPULSORY ATTENDANCE

FEA  
(LEGAL)

NON-ATTENDANCE  
PARENT LIABILITY      A parent or person standing in parental relation commits an offense if:

1. A warning notice is issued,
2. The parent with criminal negligence fails to require the child to attend school as required by law, and
3. The child has absences for the amount of time specified under Education Code 25.094.

The attendance officer [see FED] or other appropriate school official shall file a complaint against the parent in an appropriate court, as permitted under Education Code 25.093.

AFFIRMATIVE  
DEFENSE —  
PARENT

It is an affirmative defense to prosecution that one or more of the absences required to be proven was excused by a school official or should be excused by the court. A decision by the court to excuse an absence for this purpose does not affect the ability of the District to determine whether to excuse the absence for another purpose.

*Education Code 25.093*

STUDENT LIABILITY      A student who is 12 years of age or older and younger than 18 years of age, who is required to attend school under the compulsory attendance laws, and who fails to attend school on ten or more days or parts of days within a six-month period in the same school year or on three or more days or parts of days within a four-week period may be prosecuted for nonattendance in:

1. The constitutional county court of the county in which the individual resides or in which the school is located, if the county has a population of 1.75 million or more;
2. The justice court of any precinct in the county in which the student resides;
3. The justice court of any precinct in the county in which the school is located;
4. The municipal court in the municipality in which the child resides; or
5. The municipal court in the municipality in which the school is located.

*Education Code 25.094(a)–(b)*

CONDUCT IN  
NEED OF  
SUPERVISION

Conduct indicating a need for supervision includes the absence of a child on ten or more days or parts of days within a six-month period in the same school year or on three or more days or parts of days within a four-week period from school. “Child” means a per-

ATTENDANCE  
COMPULSORY ATTENDANCE

FEA  
(LEGAL)

son who is ten years of age or older, who is alleged or found to have engaged in the conduct as a result of acts committed before becoming 18 years of age, and who is required to attend school under Education Code 25.085. *Family Code 51.03(b)(2), (e-1)*

AFFIRMATIVE  
DEFENSE —  
STUDENT

It is an affirmative defense to prosecution for nonattendance or to an allegation of conduct in need of supervision that one or more of the absences required to be proven were excused by a school official or by the court or that one or more of the absences were involuntary, but only if there is an insufficient number of unexcused or voluntary absences remaining to constitute an offense.

A decision by the court to excuse an absence for this purpose does not affect the ability of the District to determine whether to excuse the absence for another purpose.

*Education Code 25.094(f)–(g); Family Code 51.03(d)*

DISTRICT COMPLAINT  
OR REFERRAL

If a student fails to attend school without excuse on ten or more days or parts of days within a six-month period in the same school year, the District shall within ten school days of the student's tenth absence:

1. File a complaint against the student or the student's parent or both in a county, justice, or municipal court for an offense under Education Code 25.093 or 25.094, as appropriate, or refer the student to a juvenile court in a county with a population of less than 100,000; or
2. Refer the student to a juvenile court for conduct indicating a need for supervision under Family Code 51.03(b)(2).

A court shall dismiss a complaint or referral by the District that does not comply with these requirements.

The District may take the actions listed above if a student fails to attend school without excuse on three or more days or parts of days within a four-week period, but does not fail to attend school for the time specified above.

*Education Code 25.0951*

FILING  
REQUIREMENTS

Each referral to juvenile court for conduct described by Family Code 51.03(b)(2) or complaint filed in county, justice, or municipal court alleging a violation by a student of Education Code 25.094 must:

1. Be accompanied by a statement from the student's school certifying that the school applied the truancy prevention measures [see FED] to the student, and the measures failed to meaningfully address the student's school attendance; and

2. Specify whether the student is eligible for or receives special education services under Education Code Chapter 29, Subchapter A.

*Education Code 25.0915(b)*

RECORDS

The District shall maintain records to reflect the average daily attendance (ADA), as required by the Commissioner. The Superintendent, principals, and teachers are responsible to the Board and the state to maintain accurate, current attendance records. *19 TAC 129.21(a)*

Districts shall use the student attendance accounting standards established by the Commissioner to maintain records and make reports on student attendance and student participation in special programs. The official standards are described in TEA's *Student Attendance Accounting Handbook*. *19 TAC 129.1023-.1025*

The Superintendent is responsible for the safekeeping of attendance records and reports. The Superintendent may determine whether the properly certified attendance records or reports for the school year are to be filed in the central office, properly stored on the respective school campuses of the District, or at another secure location. Regardless of where such records are filed or stored, they must be readily available for audit by TEA. *19 TAC 129.21(b)*

MINIMUM  
ENROLLMENT

A student must be enrolled for at least two hours of instruction to be considered in membership for one half day, and for at least four hours of instruction to be considered in membership for one full day.

FULL-DAY  
STUDENTS

Students enrolled on a full-day basis may earn one full day of attendance each school day.

HALF-DAY  
STUDENTS

Students enrolled on a half-day basis may earn only one half day attendance each school day. Attendance is determined for these pupils by recording absences in a period during the half day they are scheduled to be present.

ALTERNATIVE  
ATTENDANCE  
ACCOUNTING  
PROGRAM

Students who are enrolled in and participating in an alternative attendance accounting program approved by the Commissioner shall earn attendance according to the statutory and rule provisions applicable to that program.

ATTENDANCE FOR  
STATE FUNDING  
PURPOSES

Attendance for all grades shall be determined by the absences recorded in the second or fifth instructional hour of the day, unless the Board adopts a policy, or delegates to the Superintendent the authority to establish procedures for recording absences in an alternate hour, or unless the students for which attendance is being taken are enrolled in and participating in a Commissioner-approved alternative attendance accounting program.

The established period in which absences are recorded may not be changed during the school year.

Students absent during the daily period selected by the District for taking attendance shall be counted absent for the entire day, unless the students are enrolled in and participating in a Commissioner-approved alternative attendance accounting program. Students present at the time attendance is taken shall be counted present for the entire day, unless the students are enrolled in and participating in a Commissioner-approved alternative attendance accounting program.

*19 TAC 129.21(g)-(h)*

A student in a disciplinary alternative education program shall be counted in computing the average daily attendance of students in the District for the student's time in actual attendance in the program. *Education Code 37.008(f)*

EXCEPTIONS

A student not actually on campus when attendance is taken may be considered in attendance for Foundation School Program purposes if:

BOARD-  
APPROVED  
ACTIVITIES

1. The student is participating in a Board-approved activity under the direction of a member of the District's professional staff, or an adjunct staff member who has a bachelor's degree and is eligible for participation in TRS. [See FM]

MENTORSHIPS

2. The student is participating in a mentorship approved by District personnel to serve as one or more of the advanced measures needed to complete the Advanced/Distinguished Achievement Program outlined in 19 Administrative Code Chapter 74.

RELIGIOUS HOLY  
DAYS

3. The student is observing religious holy days, including days of travel to or from a site where the student will observe holy days. A student who is observing holy days is allowed up to one day of excused travel for traveling to the site where the student will observe the holy days and up to one day of excused travel for traveling from that site. [See FEA]

COURT  
APPEARANCE

4. The student is attending a required court appearance, including travel for that purpose. A student who is attending a required court appearance is allowed up to one day of excused travel for traveling to the site where the student will attend the required court appearance and up to one day of excused travel for traveling from that site. [See FEA]

CITIZENSHIP  
PROCEEDINGS

5. The student is appearing at a governmental office to complete paperwork required in connection with the student's application for United States citizenship. A student who is appearing at a governmental office to complete such paperwork is allowed up to one day of excused travel for traveling to the site

- where the student will complete the paperwork and up to one day of excused travel for traveling from that site. [See FEA]
6. The student is taking part in a United States naturalization oath ceremony. A student who is taking part in such a ceremony is allowed up to one day of excused travel for traveling to the site where the student will take part in the ceremony and up to one day of excused travel for traveling from that site. [See FEA]
- ELECTION CLERKS 7. The student is serving as an election clerk. A student who is serving as an election clerk is allowed up to one day of excused travel for traveling to the site where the student will serve as an election clerk and up to one day of excused travel for traveling from that site. [See FEA]
- HEALTH-CARE APPOINTMENTS 8. The student is temporarily absent as a result of a documented appointment with a health-care professional during regular school hours, if that student commences classes or returns to school on the same day of the appointment. The appointment should be supported by a document such as a note from the health-care professional. "Temporary absence" includes the temporary absence of a student diagnosed with autism spectrum disorder on the day of the student's appointment with a health-care practitioner to receive a generally recognized service for persons with autism spectrum disorder, including applied behavioral analysis, speech therapy, and occupational therapy. [See FEA]
- CAMPUS VISITS 9. The student is visiting an institution of higher education accredited by a generally recognized accrediting organization during the student's junior and senior years of high school for the purpose of determining the student's interest in attending the institution of higher education, provided that:
- a. The District may not excuse for this purpose more than two days during the student's junior year and two days during the student's senior year; and
  - b. The District adopts:
    - (1) A policy to determine when an absence will be excused for this purpose; and
    - (2) A procedure to verify the student's visit at the institution of higher education. [See FEA]

DROPOUT  
RECOVERY  
EDUCATION  
PROGRAM

10. The student is in attendance at a dropout recovery education program, including a program operated by a public junior college under Education Code 29.402. [See GNC]

TAPS AT  
MILITARY  
FUNERAL

11. The student is sounding "Taps" at a military honors funeral held in this state for a deceased veteran, provided that the student is enrolled in grade 6 or higher.

OFF-CAMPUS  
INSTRUCTION

12. The student's absence is permitted by other conditions related to off-campus instruction described in the *Student Attendance Accounting Handbook*.

*Education Code 25.087, 29.081(e); 19 TAC 129.21*

DISASTERS

The Commissioner shall adjust the average daily attendance of the District all or part of which is located in an area declared a disaster area by the governor under Government Code Chapter 418 if the District experiences a decline in average daily attendance that is reasonably attributable to the impact of the disaster.

The Commissioner shall make the adjustment required by this section for the two-year period following the date of the governor's initial proclamation or executive order declaring the state of disaster.

*Education Code 42.0051*

PARENTAL CONSENT  
TO LEAVE CAMPUS

Before the District may count a student in attendance under this section or in attendance when the student was allowed to leave campus during any part of the school day, the Board shall adopt a policy, or delegate to the Superintendent the authority to establish procedures, addressing parental consent for a student to leave campus and the District must distribute the policy or procedures to staff and to all parents of students in the District. *19 TAC 129.21(l)*

ATTENDANCE  
ATTENDANCE ACCOUNTING

FEB  
(LOCAL)

ATTENDANCE  
ACCOUNTING SYSTEM

The Superintendent shall be responsible for maintaining a student attendance accounting system in accordance with statutory and TEA requirements.

ALTERNATE  
RECORDING TIME

When appropriate, the Superintendent shall establish written procedures permitting a campus to specify an alternate time for taking attendance 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 alternate time for recording attendance shall be determined in accordance with TEA's *Student Attendance Accounting Handbook*.

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.



## (LOCAL) Policy Comparison Packet

Each marked-up (LOCAL) policy in this collection reflects an automated comparison of the updated policy with its precursor, as found in the TASB Policy Service records.

The comparison is generated by an automated process that shows changes 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.

While the annotation software competently identifies simple changes, large or complicated changes—as in an extensive rewrite—may be more difficult to follow.

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

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

DEFINITIONS

The term "immediate family" is defined as:

FAMILY

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

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

FAMILY  
EMERGENCY

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

LEAVE DAY  
WORKDAY

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

CATASTROPHIC  
ILLNESS OR INJURY

A catastrophic illness or injury is a severe condition or combination of conditions affecting the mental or physical health of the employee or a member of the employee's immediate family that requires the services of a licensed practitioner for a prolonged period of time and that forces the employee to exhaust all leave time earned by that employee and to lose compensation from the District. Complications resulting from pregnancy shall be treated the same as any other condition.

AVAILABILITY

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

EARNING LOCAL  
LEAVE

~~The District shall not approve paid leave for more workdays than have been accumulated in prior years plus those to be earned during the current year. Any absences beyond available paid leave shall result in deductions from the employee's pay.~~

EARNING LEAVE

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

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

**DEDUCTIONS**

**LEAVE WITHOUT  
PAY**

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

**LEAVE PRORATION  
EMPLOYED FOR  
LESS THAN FULL  
YEAR**

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

If an employee separates from employment before the last duty day of ~~has used more leave than he or she has earned, or will earn during~~ the school year, the employee's final paycheck shall be reduced for:

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

**EMPLOYED FOR  
FULL YEAR**

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

**RECORDING**

~~RECORDING~~

Leave shall be recorded as follows:

1. Leave shall be recorded in half-day increments for all employees, except **for** auxiliary employees.
2. Leave shall be recorded in **one-hour** increments ~~of one hour~~ for ~~all~~ auxiliary employees.
3. If the employee is taking intermittent FMLA leave, leave shall be recorded in one-hour increments.

**ORDER OF USE**

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

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

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

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

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

CONCURRENT USE OF  
LEAVE

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

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

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

MEDICAL  
CERTIFICATION

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

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

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

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

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STATE PERSONAL  
LEAVE

~~For purposes of this section, each employee shall earn state personal leave up to the statutory maximum of five workdays annually at the rate established in administrative regulations.~~

The Board requires employees to differentiate the manner in which state personal leave is used:

NON-  
DISCRETIONARY  
USE

1. Non-discretionary use of leave shall be for the same reasons and in the same manner as state sick leave accumulated before May 30, 1995. [See DEC(LEGAL)]

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

	<p>Non-discretionary use <del>also</del> includes leave <b>related to the birth or placement of a child and taken for well-baby care</b> within the first year after <b>the child's</b> birth, adoption, or <b>foster placement of a child</b>.</p>
DISCRETIONARY USE	2. Discretionary use of leave is at the individual employee's discretion, subject to limitations set out below.
LIMITATIONS REQUEST FOR LEAVE	The employee shall submit a written request for discretionary use of state personal leave to the immediate supervisor or designee in advance in accordance with administrative regulations. In deciding whether to approve or deny state personal leave, the supervisor or designee shall not seek or consider the reasons for which an employee requests to use leave. The supervisor or designee shall, however, consider the effect of the employee's absence on the educational program or District operations, as well as the availability of substitutes.
DURATION OF LEAVE	Discretionary use of state personal leave shall not exceed five consecutive workdays, with a maximum of five days in a semester and ten days in a school year.
LOCAL LEAVE	All employees shall earn five <del>workdays of</del> paid local leave <b>days</b> per school year in accordance with administrative regulations.  Local leave shall accumulate without limit.  Local leave shall be used according to the terms and conditions of state personal leave. [See STATE PERSONAL LEAVE, above]
EXTENDED SICK LEAVE	After all available state and local leave days have been exhausted, a professional or paraprofessional employee shall be granted in a school year a maximum of ten <b>leave days of extended sick leave for an FMLA-qualified absence, provided all required FMLA documentation has been received and approved by the human resources department</b> <del>workdays of extended sick leave to be used for the employee's personal illness or injury, including pregnancy-related illness or injury, or for absences related to the illness or injury of a member of the employee's immediate family.</del>  <b>A written request for extended sick leave must be accompanied by medical certification of the illness or injury.</b>  The daily rate of pay of a substitute shall be deducted for each day of extended sick leave taken. If no substitute is employed, the lowest daily rate of pay of a substitute shall be deducted for each day of extended sick leave taken.
SICK LEAVE BANK	The District shall establish a sick leave bank that employees may join through contribution of local leave.

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

Leave contributed to the bank shall be solely for the use of participating employees. An employee who is a member of the bank may request leave from the bank if the employee or a member of the employee's immediate family experiences a catastrophic illness or injury and the employee has exhausted all paid leave.

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

The Superintendent or designee shall develop regulations for the operation of the sick leave bank that address the following:

1. Membership in the sick leave bank, including the number of days an employee must ~~contribute~~ donate to become a member;
2. Procedures to request leave from the sick leave bank;
3. The maximum number of days per school year a member employee may receive from the sick leave bank;
4. The committee or administrator authorized to consider requests for leave from the sick leave bank and criteria for granting requests; and
5. Other procedures deemed necessary for the operation of the sick leave bank.

APPEAL

All decisions regarding the sick leave bank may be appealed in accordance with DGBA(LOCAL), beginning with the Superintendent or designee.

FAMILY AND MEDICAL  
LEAVE  
TWELVE-MONTH  
PERIOD

For purposes of an employee's entitlement to FMLA ~~leave~~, the 12-month period shall begin on the first duty day of the school year.

COMBINED LEAVE  
FOR SPOUSES

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

INTERMITTENT OR  
REDUCED  
SCHEDULE LEAVE

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

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

CERTIFICATION OF LEAVE	If an employee requests leave, the employee shall provide certification, as required by FMLA regulations, of the need for leave. [See DECA(LEGAL)]
FITNESS-FOR-DUTY CERTIFICATION	If an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification. If the District will require certification of the employee's ability to perform essential job functions, the District shall provide a list of essential job functions to the employee with the FMLA designation notice.
END OF SEMESTER LEAVE	If a teacher takes leave near the end of the semester, the District may require the teacher to continue leave until the end of the semester. [See DECA(LEGAL), LEAVE AT THE END OF A SEMESTER]
FAILURE TO RETURN	If, at the expiration of FMLA leave, the employee is able to return to work but chooses not to do so, the District may require reimbursement of premiums paid by the District during the leave. [See DECA(LEGAL), RECOVERY OF BENEFIT COST]
TEMPORARY DISABILITY LEAVE	<p>Any full-time employee whose position requires educator certification by the State Board for Educator Certification or by the District shall be eligible for temporary disability leave. The maximum length of temporary disability leave shall be 180 calendar days. [See DBB(LOCAL) for temporary disability leave placement and DEC(LEGAL) for <b>return to active duty reinstatement</b>.]</p> <p>An employee's notification of need for extended absence due to the employee's own medical condition shall be forwarded to the Superintendent or designee as a request for temporary disability leave.</p>
WORKERS' COMPENSATION	<hr/> <p><b>Note:</b> Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the District's contribution to health insurance. [See CRD(LOCAL) regarding payment of insurance contribution during employee absences.]</p> <hr/> <p>An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.</p> <p>An employee eligible for workers' compensation income benefits, and not on assault leave, may elect in writing to use paid leave.</p>
COURT APPEARANCES	Absences due to compliance with a valid subpoena or for jury duty shall be fully compensated by the District and shall not be deducted from the employee's pay or leave balance.

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

Absences for court appearances related to an employee's personal business shall be deducted from the employee's leave or, at the option of the employee, shall be taken as leave without pay.

REIMBURSEMENT  
~~FOR~~ LEAVE UPON  
RETIREMENT

Upon retirement as certified by the ~~Teacher~~Teachers' Retirement System (~~TRS~~), an employee with accumulated local leave shall be compensated for each unused local leave day at the highest daily substitute rate per job classification.

A budget shall be established annually to pay for retirement compensation. This budget amount shall not be exceeded. In the event that the number of retirees in a single year does result in the District exceeding the budgeted compensation, a ~~pro rata~~prorata amount shall be distributed to each retiree.

Marble Falls ISD  
027904

INSTRUCTIONAL MATERIALS  
SELECTION AND ADOPTION

EFAA  
(LOCAL)

**NOTE: FOR PROVISIONS REGARDING INVENTORY AND REQUISITION OF INSTRUCTIONAL MATERIALS, SEE CMD. SELECTION COMMITTEE**

**INSTRUCTIONAL MATERIALS RECOMMENDATION AND ADOPTION ALLOTMENT TEAM**

**CERTIFICATION OF INSTRUCTIONAL MATERIALS**

**BOARD ACTION**

~~The District shall establish a team, as needed, to select at an appropriate time following adoption of the state instructional materials and technological equipment to be purchased with the District's lists, the Superintendent shall make recommendations to the Board for appointment of an instructional materials allotment. The team shall make selections based upon District selection committee.~~

~~A majority of the committee members shall be classroom teachers.~~

~~After examining all instructional needs and in accordance with administrative regulations.~~

~~The materials reflected on the state lists, the instructional materials allotment team selection committee shall ensure select items for use in the District that selected materials, in combination with any other materials in use by the District, allow the District to certify that all students are provided with instructional materials that cover the essential knowledge and skills, as required by law. [See EFAA(LEGAL)]~~

~~The Board shall approve final in direct correlation to the District curriculum and recommend the selections to the Board for ratification. In the event the Board does not ratify all of the selections and ratify the District's certification of instructional materials. Final selections, the reasons shall be recorded in Board minutes. The committee shall make other recommendations for selection until the Board has ratified all selections.~~

DATE ISSUED: ~~2/28/2013~~ 10/19/2011  
UPDATE 9694  
EFAA(LOCAL)-A~~X~~

ADOPTED:

1 of 1

Marble Falls ISD  
027904

ATTENDANCE  
ATTENDANCE ACCOUNTING

FEB  
(LOCAL)

**ATTENDANCE  
ACCOUNTING  
SYSTEM**

The Superintendent ~~or designee~~ shall be responsible for maintaining a student attendance accounting system in accordance with statutory and TEA requirements.

**ALTERNATE  
RECORDING TIME**

**When appropriate, the Superintendent shall establish written procedures permitting a campus to specify an alternate time for taking attendance 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 alternate time for recording attendance shall be determined in accordance with TEA's *Student Attendance Accounting Handbook*.**

~~The Superintendent or designee shall report annually to the Board concerning the operation and effectiveness of the District's student attendance system, and may present recommendations for improvement.~~

PARENTAL CONSENT  
TO LEAVE CAMPUS

**The Superintendent shall establish procedures regarding parental consent for a student to leave campus, including procedures absent from school for any portion of a school day shall provide a note that describes the reason for documenting a student's the absence. The procedures note shall be communicated in the employee and signed by the student's parent or, if the student handbooks is 18 or older or is an emancipated minor, by the student.**

DATE ISSUED: ~~12/2/2013~~2002  
UPDATE 9669  
FEB(LOCAL)-A

ADOPTED:

1 of 1

## PROPOSED REVISIONS

### VACATION WITH PAY

At will Employees in positions normally requiring 250 workdays of service per year, shall be entitled to 10 days of vacation as the employee earns them, beginning the 12-month period of September 1st through August 31st. There will be an additional 4 paid vacation days as assigned by the department.

Use of vacation days shall be scheduled with the employee's supervisor.

Vacation days shall accumulate to a maximum of 5 days. Available paid vacation days shall be forfeited if not used in the fiscal year following the year in which they are earned. Upon separation from employment with the District, however, an employee shall be paid for any available, but un-used, vacation days.

### VACATION

~~Vacation as defined for contracted, professional, and paraprofessional employees shall be established as the total number of workdays in a calendar year less the employee's contracted or assigned number of workdays and any scheduled holidays.~~

~~Full-time (12-month) at-will employees shall accrue vacation for each month of service to a maximum of 14 days per fiscal year. Employees shall not use vacation days accrued during their introductory period.~~

~~Contracted, professional, and paraprofessional personnel shall be eligible for holidays as set forth in an annual Board-approved calendar.~~

### HOLIDAYS

~~The following unpaid holidays shall be recognized for 12-month at-will employees:~~

~~Christmas Eve~~

~~Christmas Day (plus two days)~~

~~New Year's Day~~

~~Spring Break (Friday)~~

~~Good Friday~~

~~Independence Day~~

COMPENSATION AND BENEFITS  
VACATIONS AND HOLIDAYS

DED  
(LOCAL)

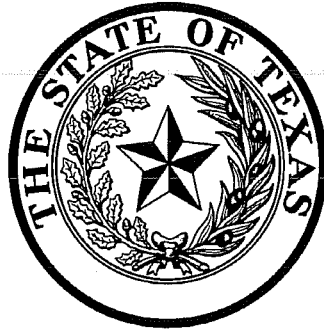
~~Labor Day~~

~~Thanksgiving Day (the Friday following Thanksgiving Day)~~

All national holidays shall be scheduled on the day designated by the District calendar.

An at-will employee may take time off to observe religious holidays if the holiday is not listed above. If available, a full day of unused personal leave or vacation day may be used for this purpose; otherwise the time off is without pay. The at-will employee shall notify his or her supervisor at least ten business days in advance.

# Texas Education Agency



## APPLICATION

### Optional Flexible School Day Program (OFSDP)

2013-2014 School Year

**ELIGIBLE APPLICANTS:** The Texas Education Agency (TEA) will make available to eligible school districts and open-enrollment charter schools an application form that must be completed and submitted to the TEA for approval.

## Definition of Program Provisions

### Eligible Students

A student is eligible to participate in an optional flexible school day program (OFSDP) authorized under the Texas Education Code (TEC) §29.0822, if:

1. the student meets one of the following conditions:
  - the student is at risk of dropping out of school, as defined by the TEC, §29.081; or
  - the student is attending a school implementing an approved innovative campus plan; or
  - the student is attending a school with an approved early college high school program designation; or
  - the student, as a result of attendance requirements under the TEC, §25.092, will be denied credit for one or more classes in which the student has been enrolled;

and

2. the student, if less than 18 years of age and not emancipated by marriage or court order, and the student's parent, or person standing in parental relation to the student, agree in writing to the student's participation.

### Assessment

The student must take the appropriate Texas Assessment of Knowledge and Skills (TAKS) tests specified under the TEC, §39.023, during the regularly scheduled assessment calendar.

### Participation in University Interscholastic League (UIL)

A student enrolled in an OFSDP under the TEC, §29.0822, may participate in a competition or other activity sanctioned or conducted under the authority of the University Interscholastic League (UIL) only if he or she meets all UIL eligibility criteria.

### Attendance Credit

A student attending an OFSDP under the TEC, §29.0822, may be counted in attendance for purposes of funding under the TEC, Chapters 41, 42, and 46, only for the actual number of contact hours the student receives, not to exceed 1,080 hours per 12-month period.

### Public Hearings

The board of trustees of a school district or governing board of an open-enrollment charter school must hold a public hearing concerning the proposed application for an OFSDP before applying to operate an OFSDP under the TEC, §29.0822. In addition, the board of trustees of a school district or governing board of an open-enrollment charter school must hold a public hearing annually to review the performance of the OFSDP (see Appendix Two).

## **Continuation or Revocation of Program Authorization**

Applications are approved for a period of one (1) school year. Continuation of the approval for the OFSDP will be contingent on the demonstrated success of the program. Determination of success will include a review and analysis of data provided in the mandatory final progress report(s). The commissioner of education may revoke authorization for participation in the OFSDP after consideration of relevant factors, including performance of students participating in the program on assessment instruments required under the TEC, Chapter 39; the percentage of students participating in the program who graduate from high school; and other criteria agreed to in the application and adopted by the commissioner of education. A decision to revoke approval of the program by the commissioner of education is final and may not be appealed.

## **Reporting Requirements**

Following approval of the application, the applicant will be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. Reports will require applicants to disclose the overall progress of the students in the program, the number of students enrolled in the program (disaggregated by ethnicity, age, gender, and socioeconomic status), the number of students graduating from high school (disaggregated by ethnicity, age, gender, and socioeconomic status), and additional criteria selected by the applicant and agreed to by the commissioner. The TEA will provide notice to applicants and additional instructions for completion of reports at least 45 days before the date a report is due, or as soon as possible, in order to give school districts and charter schools adequate time to prepare and submit the reports to the TEA. The TEA may request additional reports as necessary to monitor and assess progress of students participating in the program.

## Provisions of Agreement

### Article I - Parties to Agreement

This agreement is entered into by and between the Texas Education Agency, an agency of the State of Texas, hereinafter referred to as the "TEA," and

#### Marble Falls ISD

\_\_\_\_\_  
(Legal Name of School District or Open-Enrollment Charter School)

located at \_\_\_\_\_

1800 Colt Circle Marble Falls, TX 78654

\_\_\_\_\_  
(Physical Address)

hereinafter referred to as "district."

### Article II - Period of Agreement

The period of the agreement, for a maximum of one school year unless terminated or as otherwise provided for in this agreement and in statute or rule, is the period beginning 8/26/2013 (Month, Day, Year) and ending 6/5/2014 (Month, Day, Year).

Please note that the agreement term is subject to annual renewal.

### Article III - Purpose of Agreement

The district must perform all of the functions and duties set out in the agreement, the authorizing program statute, and applicable regulations.

### Article IV - Reporting Requirements

The district will be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. The TEA may request additional reports as necessary to monitor and assess progress of students participating in the program.

### Article V - General and Special Provisions to the Agreement

Attached hereto and made a part hereof by reference is each of the provisions indicated below with an "X" beside it:

- Appendix One, Assurances
- Appendix Two, Public Hearings
- Appendix Three, Narrative Description of Proposed Program
- Appendix Four, Contact Sheet
- Attachment, Copy of articulation agreement between district and university/college if one or more participating campuses have an Early College High School Program designation

### Article VI - Application Process

For questions or assistance regarding this application, please contact Kim Wall by telephone at (512) 463-4809 or by email at [kim.wall@tea.state.tx.us](mailto:kim.wall@tea.state.tx.us). Submit the completed application to:

Texas Education Agency  
Attn: School Finance – OFSDP  
1701 North Congress Avenue  
Austin, TX 78701-1494



## Appendix One Assurances

The definition of terms of the application applies to this Appendix One, Assurances. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement. PAGE LIMIT: SUBMIT NO ADDITIONAL PAGES FOR APPENDIX ONE. ALL INFORMATION REQUESTED MUST BE INCLUDED WITH THIS FORM.

The district agrees to enroll only eligible students to participate in an OFSDP authorized under this application. A student is eligible to participate in an OFSDP authorized under the TEC, §29.0822, if:

1. the student meets one of the following conditions:
  - the student is at risk of dropping out of school, as defined by the TEC, §29.081; or
  - the student is attending a school implementing an approved innovative campus plan; or
  - the student is attending a school with an approved early college high school program designation; or
  - the student, as a result of attendance requirements under the TEC, §25.092, will be denied credit for one or more classes in which the student has been enrolled;

and

2. the student, if less than 18 years of age and not emancipated by marriage or court order, and the student's parent, or person standing in parental relation to the student, agree in writing to the student's participation.

The district agrees:

1. to administer mandatory assessment instruments during the regular assessment cycle to students enrolled in OFSDPs;
2. All instructional materials and facilities must be comparable to or exceed the required standards for students in similar programs;
3. that the students participating in an OFSDP will not be isolated from other academic and vocational programs of the school district and that all students will have access to school counselors for pre- and post-entry counseling, academic or personal counseling, and career counseling;
4. to provide knowledgeable, highly qualified instructors and staff for the program;
5. to adopt a policy that does not penalize students participating in an OFSDP in accordance with the 90% rule (TEC, §25.092[a]) or the 75% to 90% rule for class credit (TEC, §25.092[a-1]);
6. to adopt a policy to require students to attend regularly scheduled instruction for the OFSDP with penalties for nonattendance including filing truancy charges, if appropriate;
7. to comply with all reporting requirements established by the TEA;
8. not to discriminate based on disability, race, color, national origin, religion, or sex; and
9. to prohibit a student participating in an OFSDP from participating in a competition or other activity sanctioned or conducted under the authority of the UIL unless the student meets all UIL eligibility requirements.

Appendix Three  
Narrative Description of Proposed Program

Narrative description of the Optional Flexible School Day Program proposed by  
Falls Career High School

This program will concentrate on the at-risk population of our school that is unable to meet the regular attendance criteria. Students will have access to services at Falls Career High School from 7:45-3:45 every day. Students will be required to spend no less than 45 minutes at the campus on their designated days.

**Program Goals and Objectives:**

- Provide an educational environment for students with extenuating circumstances who can attend school for a minimum of 45 minutes per assigned day with the intent of obtaining a high school diploma.
- Provide an opportunity for those students who are behind in class work, at risk of not finishing high school, or have not passed the TAKS test.
- Increase the number of students graduating from high school who are at-risk of dropping out for various reasons. Some of these reasons are: teen pregnancy, teen parents, failure of the Exit TAKS, illness or any other state approved at-risk criteria.
- Increase attendance rate by providing a flexible schedule that will allow students to progress towards academic success.

**Proposed schedule offered to students participating in the Optional Flexible School Day Program:**

- The program will be available Monday through Friday from 7:45 to 3:45 and also by appointment from 3:45-5:45 each day.

**Staff positions and resource personnel (teachers, administrators, and counselors, support staff, etc.) associated with the program. Include the contact hours the position and resource will be obligated to the program:**

- The Administrator, teachers and support staff will be available to the students Monday-Friday from 7:45-4:00. The counselor will be available Wednesday-Friday from 7:45-4:00.

**Qualification standards established for each staff and resource position:**

- Certified and Highly Qualified staff will instruct and assist the OFSDP students.

**Local procedures for identifying students, including how the school confirms and documents student eligibility.**

- The student is at-risk of dropping out of school as defined by TEC 29.0822
- If the student is less than 18 years old and has not been emancipated by marriage or court order, then the student's parent or person standing in parental relation to the student must agree in writing to the student's participation.

**Procedures for obtaining student and parental consent for participation in the Optional Flexible School Day Program:**

- The student and parent (if under 18) can request the option of OFSDP due to extenuating circumstances.
- The student's teacher can educate the student on the OFSDP process and encourage them in this direction due to extenuating circumstances
- A student and/or student-parent conference will be held to explain the OFSDP benefits after evaluating the student's attendance and extenuating circumstances.
- After the program is fully explained a contract will be generated and signed.

**Process that will be implemented to maintain records of student eligibility, consent, and attendance:**

- Individual student folders will be maintained by the student's mentor teacher and accessible at any time for viewing in the principal's office. All information will be maintained on the appropriate TEA forms that are provided on the web site.

**Procedure the district will establish to ensure all students enrolled in the OFSDP are administered the required assessment instruments in the timeline established by the TEA:**

- All students in the OFSDP will be subject to the same curriculum as full time students including six weeks exams, final exams, project portfolios, and TAKS testing as specified under TEC 39.023 during the regularly scheduled assessment dates.

**The criteria selected to report the progress of students participating in the OFSDP:**

- Records of assessments taken by OFSDP students will be maintained in the student folder and will be used to evaluate the effectiveness of the program.

AGREED and accepted on behalf of the school district or open-enrollment charter school by a person authorized to bind the district.

**Rick Edwards, Board President 830 693 4357**

---

Name, Title, and Telephone Number of School Board President

---

Signature of School Board President

Date

**Dr. Robert O'Connor, Superintendent 830 693 4357**

---

Name, Title, and Telephone Number of District Superintendent or Charter School Chief Operations Officer

---

Signature of Person Authorized to Bind the District or Charter School

Date

## Appendix Two Public Hearings

The definition of terms of the application applies to this Appendix Two, Public Hearings. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement. PAGE LIMIT: SUBMIT NO ADDITIONAL PAGES FOR APPENDIX TWO. ALL INFORMATION REQUESTED MUST BE INCLUDED WITH THIS FORM.

1. The board of trustees of the school district or the governing board of the open-enrollment charter school agrees to hold a public hearing concerning the proposed application for an OFSDP.
2. The board of trustees of the school district or the governing board of the open-enrollment charter school agrees to hold a public hearing annually to review the performance of the program proposed under this application.

**The pre-application public hearing was conducted on:**

Month:

---

Day:

---

Year:

---

Time:

---

Location:

---

NOTE: The applicant will be required to include a copy of the posting of this public hearing in the final progress report.

**AGREED and accepted on behalf of the school district or open-enrollment charter school by a person authorized to bind the district.**

**Dr. Robert O'Connor, Superintendent 830 693 4357**

---

Name, Title, and Telephone Number of District Superintendent or Charter School Chief Operations Officer

---

Signature of Person Authorized to Bind the District

Date

## Appendix Three Narrative Description of Proposed Program

The definition of terms of the application applies to this Appendix Three, Narrative Description of Proposed Program. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement.

Appendix Three describes the school district or charter school proposed OFSDP.

On 8 ½ x 11 inch paper, provide a concise description of the:

- program goals and objectives;
- proposed schedule offered to students participating in the OFSDP;
- staff positions and resource personnel (teachers, administrators, counselors, support staff, etc.) associated with the program. Include the contact hours the position and resource will be obligated to the program;
- qualification standards established for each staff and resource position;
- local procedures for identifying students, including how the school confirms and documents student eligibility;
- procedures for obtaining student and parental consent for participation in the OFSDP;
- process that will be implemented to maintain records of student eligibility, consent, and attendance;
- procedure the district will establish to ensure all students enrolled in the OFSDP are administered the required assessment instruments in the timeline established by the TEA; and
- criteria selected to report the progress of students participating in the OFSDP.

## Appendix Four Contact Sheet

The definition of terms of the application applies to this Appendix Four, Contact Sheet. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement:

PAGE LIMIT: SUBMIT NO ADDITIONAL PAGES FOR APPENDIX FOUR, CONTACT SHEET. ALL INFORMATION REQUESTED MUST BE INCLUDED WITH THIS FORM.

### District Contact for the Application

Contact Name:	Peggy Little
District Superintendent or Charter School Chief Operations Officer:	Dr. Robert O'Connor
Mailing Address:	1800 Colt Circle
City, State, Zip Code:	Marble Falls, TX 78654
Telephone Number:	830 693-4357
Alternate Telephone Number:	830 798-3621
Fax Number:	830 798-3636
Email Address:	plittle@mfisd.txed.net

Contact Name:	
Email Address:	

Contact Name:	
Email Address:	

Contact Name:	
Email Address:	

*NOTE: The majority of the contact for the approved OFSDP is done via email. Please make sure that a valid email address or valid email addresses are submitted on this form. More than one email address may be submitted. Please provide the full name(s) of the person or persons who are the email contact(s) to ensure that the TEA has accurate information.*

**INTERLOCAL  
AGREEMENT BETWEEN  
MARBLE FALLS INDEPENDENT SCHOOL DISTRICT AND  
THE CITY OF MARBLE FALLS**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2013 between the Marble Falls Independent School District ( the "District") and the City of Marble Falls (the "City") (collectively the "Parties").

Pursuant to the authority granted by the "Texas Interlocal Cooperation Act", Chapter 791 Texas Government Code providing for the cooperation between local governmental bodies, the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

WHEREAS, the contract is made under the authority of Section 791 of the Texas Government Code; and,

WHEREAS, the Parties, in performing governmental functions or in paying for the performance of governmental function hereunder shall make that performance or those payments from current revenues legally available to that party;

WHEREAS, the governing bodies of each party find that the subject of this contract is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this contract; furthermore, the governing bodies find that the performance of this contract is in the common interest of both parties; and that the consideration herein fairly compensates the Parties performance.

**W I T N E S S E T H**

:

*NOW THEREFORE*, in consideration of the foregoing promises and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The City will provide one or more police officers from its police department to serve as a School Resource Officer ("SRO") in the District during the nine (9) month period (the "Term") that corresponds with District's annually adopted school calendar, excluding any summer sessions. Each SRO will be equipped with a police vehicle unless the District requests otherwise in writing.

2. The District will reimburse the City for the full wages, including overtime, and benefits (“Compensation”) that the City pays to or provides for the SRO during the Term. The City will invoice the District semi-annually for the Compensation. The District will submit payment to the City no longer than thirty (30) days after receipt of each invoice.
3. The District will also reimburse the City for operational expenses attributable to the SRO, including without limitation the costs of training and equipping the SRO with a fully equipped police vehicle, a handheld radio, and uniforms (“Expenses”). The reimbursement rate for expenses for the Term spanning 2013-2014 will be equal to 3 months of the SRO’s salary.
4. Initially, the City will provide one SRO to the District. The District may unilaterally adjust the number of SROs provided by the City by notifying City of such change in writing no later than April 1 prior to the start of the subsequent Term. If either party wishes to change the number of SROs after April 1, such change shall only be effective if mutually agreed upon in writing by both parties. If the number of SROs is changed during the course of a Term, the District will be invoiced for the additional SRO(s) on a pro rata basis. In the event an officer assigned to the District as an SRO is absent, the City will assign another officer to the District for the duration of the SRO’s absence.
5. The term of this Agreement shall be for one (1) year, commencing on the effective date reflected herein and will end on the final day of instruction of the 2013-2014 school year. The Term will be automatically renewed for subsequent one year terms unless either party provides notice of its intent to terminate this agreement at least thirty (30) days prior to the end of the then current term.
6. The City and the District agree that the City in performing this Agreement shall act as an independent contractor and shall have control of its own work, its own employees, and the manner in which it is performed. The District will have the right to assign the SRO to a particular campus as it sees fit, but the City will control the assignment of specific officers to serve as SROs and will maintain supervisory control over SRO in the performance of their duties as peace officer. The SRO officer assigned will not be an employee of the District and will at all times remain an employee of the City. Additionally, the SRO will perform duties based on reaching the mutually agreed goals of the City and the District.
7. Nothing herein shall be deemed in any manner to constitute a waiver of sovereign, governmental, or any other immunity or affirmative defense that may be asserted by the District or the City. Nor shall this agreement be in any manner construed to create a cause of action for the benefit of any person not a party to this Agreement, or to create any rights for the benefit of any person not a party to this Agreement no otherwise existing at law.
8. No assignment by a party hereto of any rights under or interests in this Agreement

will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

9. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is prohibitive or invalid under applicable law, such provision shall be ineffective to the extent of such provision or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
10. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Texas.
11. This Agreement and all obligations created hereunder shall be performable in Burnet County, Texas.

In witness whereof, the parties have hereunto set their hands and signatures on the date first above mentioned.

Marble Falls Independent School District

By: \_\_\_\_\_  
Rob O'Connor, Ph.D.  
Superintendent of Schools

CITY OF MARBLE FALLS, a Texas municipal corporation

By: \_\_\_\_\_  
Ralph Hendricks  
City Manager

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by Dr. Rob O'Connor, Superintendent of Schools, on behalf of Marble Falls Independent School District.

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

My Commission Expires:  
\_\_\_\_\_

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by Ralph Hendricks, City Manager of the City of Marble Falls, a Texas home rule municipality, on behalf of said municipality.

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

My Commission Expires:  
\_\_\_\_\_

## **Outcomes for the Partnership**

The long-term outcomes established with the Marble Falls ISD and City of Marble Falls are related to the goals and objectives of the statements of the initiative and include:

1. The School Resource Officer will work with and coordinate the hours and responsibilities with the Police Chief and Assistant Superintendent of Operations.
2. The School Resource Officer will be stationed at the High School and be on call as needed by the other six MFISD campuses.
3. The School Resource Officers visible presence, relationships built and in-class education will lead to a decline in disruptive behavior and violent incidences on school campuses. This will be measured through PEIMS data and comparisons with state reports.
4. The School Resource Officer working in partnership with the Director of Special Programs will see a decline of reported use of alcohol, tobacco and/or drug use by students. A comparison of data collected through PEIMS/Drug Testing Program will measure the effectiveness of these programs.
5. The School Resource Officer will assist the Director of Special Programs in making home visits to those students in violation of failure to attend school. This will occur on as needed basis.
6. The School Resource Officer will make in-class visits on all levels educating the students on school policies pertaining to the SRO's responsibilities and the importance of good communication with students, staff, parents and the Police Department at least once a semester.
7. The School Resource Officer will assist MFISD in contacting mental health services as needed.
8. The School Resource Officer will establish good community relations by attending events such as but not limited to Mustang round-up at both High School and Middle School and Open House at the elementary schools.
9. The Assistant Superintendent of Operations and the School Resource Officer will develop an action plan based on current data for the upcoming year which mirror the goals and missions set forth by this agreement.
10. The School Resource Officer will attend all home varsity football games as well as any additional night activities requested by the Marble Falls School District.
11. Any trainings or meetings that are required to be attended by the SRO should be reported to the Assistant Superintendent of Operations.
12. The School Resource Officer and Assistant Superintendent of Operations will have regular debriefing meetings.
13. The School Resource Officer will work with the Assistant Superintendent of Operations to compile a report to coincide with the safe and security annual report presented to the MFISD Board of Trustees each year.
14. The School Resource Officer will have an understanding of The Marble Falls Independent School District School District Policies including but not limited to Board and Student Code of Conduct policies.

Performance indicators for the outcomes set forth in this proposal have been agreed to by both parties.

## Standard SRO Day

- 8:00am – Check in with the Police Department, begin or complete any necessary paperwork
- 8:30am – Check in at an elementary school, being visible, making classroom presentation or building community relations
- 9:30am – Stop by middle school to be visible and check to see if any students need to see the SRO
- 10:30am - Check in to High School, be visible in the halls during passing periods, council with students, check with Assistant Principals to assist with situations
- 11:30am - Visible in the cafeteria during both lunches, eat lunch and assist where needed
- 1:30pm - Make self-available for classroom visits, counseling of students, assist with issues pertaining to law enforcement, communicate with director of special service concerning truancy issues and being visible
- 3:30 - Bus Duty at HS
- Evening - Attend events upon request

- Schedule is altered whenever a police officer is requested on any campus. These cases will include but are not limited to; assault, mutual combat, theft, harassment, bullying, any other violation of the Penal Code, truancy in which assistance is needed for home visit, assistance with an unruly parent/guardian, Marble Falls requests assistance with SWAT, District or City crisis, specific trainings and certification classes.

## PARENT INVOLVEMENT IN EXTRACURRICULAR ACTIVITIES

- Remember: The classroom comes first!
- Help conduct fair and equitable competition: adhere to the rules; uphold the law and respect authority.
- Remember that officials are human. Respect their decisions.
- Delegate authority to the school and support its decisions.
- Set standards by which you expect children to conduct themselves and live by those standards yourself.
- Be involved in areas in which your own child is not involved, thus contributing to school unity and spirit.
- Show respect to the opponents of your children.
- Praise. Don't criticize. Urge others to do the same.

## ~~COMPLAINTS BY STUDENT/PARENTS~~

~~Usually student or parent complaints or concerns can be addressed simply by a phone call or conference with the coach/sponsor. For those complaints and concerns that cannot be handled so easily, the parent or student should first discuss the complaint or concern with the Athletic Director/UII Director. If unresolved, parents or student athletes should follow the standard complaint policy established by the district. (relocated to page 17)~~

## MARBLE FALLS I.S.D. EXTRACURRICULAR CODE OF STUDENT CONDUCT

### I. Extracurricular Activities

The term "extracurricular activities" means any membership or participation in groups, clubs, and organizations recognized and approved by the Board of Trustees and the school district and sponsored by the district or a campus. All University Interscholastic League (UIL) and non-UIL activities and student organizations, such as Student Council and National Honor Society are extracurricular. All extracurricular activity participants, including elected and appointed officers of all campus organizations, are subject to the provisions of this *Extracurricular Code of Conduct*.

### II. Conduct Expectations

1. The conduct of the Extracurricular Participant (ECP) is closely observed, in many areas of life. No student is obligated to take part in Extracurricular Activities (ECA), nor is it required for graduation. It is stressed that this is a PRIVILEGE, and the coaches and administrators have the authority to revoke this privilege when requirements are not met by the student. It is recognized that

some of the following rules are stricter than for the general student body. However, the ECP is expected to accept and to follow the established rules.

2. Our ECP's and sponsors must understand that others do not always act appropriately, but we must insist that our sponsors and participants act in a sportsmanlike manner.
3. All of our students must be on time and prepared for all phases of the activity in which they are involved. If they are not able to be on time or perform all of their responsibilities, they must communicate with their coach or sponsor as soon as possible.
4. In order to promote a positive educational and extracurricular environment for all students, all employees of MFISD are committed to upholding the "no hazing" policy as stated in the student code of conduct.
5. While a student is injured or ill but is still able to attend all activities they must report to the coach to determine what their responsibilities will be while they are not actively competing.
6. All students and sponsors should have and must show respect for each other.
7. Fighting and profanity are not suitable methods for resolving conflict.
8. Inappropriate touching, making out, sexual gestures or exposing parts of the body that are ordinarily covered up in public places are not acceptable actions in public for ECPs and will be addressed appropriately.
9. Any possession/use of tobacco is not an acceptable action for ECP's at any time and will be addressed appropriately.

Each individual sponsor/coach will have policies that deal with the discipline for these expectations. These policies with appropriate discipline methods will be explained before practice for the season begins. The appropriate administrator will be involved when these policies are applied.

### III. Jurisdiction (Moved from II to III)

Because participation in extracurricular activities is a privilege and not a right, Marble Falls ISD is authorized to set higher standards for participants of extracurricular activities than it would for those students who choose not to participate in these activities. Therefore, this *Extracurricular Code of Conduct* extends beyond the *Marble Falls ISD Student Code of Conduct* not only in types of behavior prohibited, but also in corresponding consequences and jurisdiction for imposing discipline. This *Extracurricular Code of Conduct* will be enforced with all students grades 7 - 12 participating in extracurricular activities:

- ~~regardless of whether school is in session;~~

The Extracurricular Code of Conduct will be enforced from the first day of the activity and/or the first day of school whichever one occurs first until the last day of school and/or the last day of the activity whichever one occurs last.

- regardless of whether the offense occurs on or off school property or at a school-related event;
- regardless of whether the student is directly involved with the extracurricular activity at the time the prohibited conduct occurs;
- regardless of whether the extracurricular activity is in-season

It is possible that a student who violates the *Marble Falls ISD Student Code of Conduct* will incur consequences from both the appropriate school administrator and from his or her coach or sponsor for the same particular violation. It is also possible that a student participating in extracurricular activities could violate the *Extracurricular Code of Conduct* and be subject to discipline by a coach or sponsor without having violated the *Marble Falls ISD Student Code of Conduct*.

The MFISD Board of Trustees has authorized the creation and distribution of this Code in MFISD Board Policy FO (LOCAL), which states:

With the approval of the principal and Superintendent, sponsors and coaches of extracurricular activities may develop and enforce standards of behavior that are higher than the District-developed Student Code of Conduct and may condition membership or participation in the activity on adherence to those standards. Extracurricular standards of behavior may take into consideration conduct that occurs at any time, on or off school property. No provision of an extracurricular behavioral standard shall have the effect of discriminating on the basis of sex, race, disability, religion, or ethnicity.

Organizational standards of behavior of an extracurricular activity are independent of the Student Code of Conduct may result in independent disciplinary actions.

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

### **III. Conduct Expectations**

~~10. The conduct of the Extracurricular Participant (ECP) is closely observed, in many areas of life. No student is obligated to take part in Extracurricular Activities (ECA), nor is it required for graduation. It is stressed that this is a PRIVILEGE, and the coaches and administrators have the authority to revoke this privilege when requirements are not met by the student. It is recognized that some of the following rules are stricter than for the general student body. However, the ECP is expected to accept and to follow the established rules.~~

- ~~11. Our ECP's and sponsors must understand that others do not always act appropriately, but we must insist that our sponsors and participants act in a sportsmanlike manner.~~
- ~~12. All of our students must be on time and prepared for all phases of the activity in which they are involved. If they are not able to be on time or perform all of their responsibilities, they must communicate with their coach or sponsor as soon as possible.~~
- ~~13. In order to promote a positive educational and extracurricular environment for all students, all employees of MFISD are committed to upholding the "no hazing" policy as stated in the student code of conduct.~~
- ~~14. While a student is injured or ill but is still able to attend all activities they must report to the coach to determine what their responsibilities will be while they are not actively competing.~~
- ~~15. All students and sponsors should have and must show respect for each other.~~
- ~~16. Fighting and profanity are not suitable methods for resolving conflict.~~
- ~~17. Inappropriate touching, making out, sexual gestures or exposing parts of the body that are ordinarily covered up in public places are not acceptable actions in public for ECPs and will be addressed appropriately.~~
- ~~18. Any (possession/use) of tobacco are not acceptable actions for ECP's at anytime and will be addressed appropriately.~~

~~Each individual sponsor/coach will have policies that deal with the discipline for these expectations. These policies with appropriate discipline methods will be explained before practice for the season begins. The appropriate administrator will be involved when these policies are applied. (Moved to II on page 1)~~

#### **IV. District Prohibited Conduct**

Marble Falls ISD students participating in extracurricular activities are prohibited from any violation(s) listed in the MFISD Student Code of Conduct.

#### **V. Procedures**

The coach, sponsor, administrator or DPA will determine whether an *Extracurricular Code of Conduct* violation has occurred.

Upon determination of an *Extracurricular Code of Conduct* violation, the following individuals will be notified:

- The student and the student's parent(s) or guardian(s)

• The Athletic Director, Sponsor, Grade-Level Principal, and/or DPA

Nothing in this *Extracurricular Code of Conduct* limits the authority of a coach or sponsor to impose reasonable sanctions, including extra workouts, for students who breach team or organization conduct expectations.

## VI. Disciplinary Action

Coaches and sponsors will review all the facts and circumstances surrounding a particular violation and impose appropriate disciplinary action. Coaches and sponsors will strive for consistency in doling out punishment for *Extracurricular Code of Conduct* violations, but will also exercise sound professional discretion.

- Any ECP suspended or academically ineligible will be removed from all participation in all extracurricular activities. This includes travel, contest, being in the team area, and any other activities except for practices until their suspension is complete or they gain academic eligibility. ( Note: A scrimmage is considered a practice. Participation in awards ceremonies and Parent night is permissible. )
- In School Suspension II – A student is ineligible to participate in extracurricular activities while serving time in I.S.S. II.
- [Suspension](#)/removal from office in the case of a student office holder who commits an offense.
- Students in AEP will not be allowed to participate in extracurricular activities in any capacity or to attend extracurricular activities.
- Any student holding a Final Title 5 Felony conviction or an offense deemed severe enough by the appropriate administrator and superintendent shall be excluded permanently from holding any student office, practicing or participation in any extracurricular activity.

Coaches/sponsors will be required to hold a conference with the parent or guardian and the student to confirm the violation, discuss the consequence and notify about re-instatement

## VII. Alcohol/Drug Violations

Any violation of substances eligible for testing in Section III of the MFISD Drug Testing Policy will follow the sanctions listed in Section VI of the Drug Testing Policy.

An ECP who voluntarily admits a violation, within the first 24 hours of the time at which the violation occurred [or makes a reasonable attempt at the first available opportunity](#), there will be a reduction in the length of the suspension.

1<sup>st</sup> violation with voluntary admission : suspension would be reduced from 20% of regularly scheduled events to 10 %

2<sup>nd</sup> violation with voluntary admission : suspension would be reduced from 50% of regularly scheduled events to 30%

3<sup>rd</sup> violation with voluntary admission : suspension would be reduced from one calendar year to 70% of regularly scheduled events

4<sup>th</sup> violation **receives no reduction** and will result in the sanctions listed under FOURTH OFFENSE in section VI of the drug testing policy

It will be up to the ECP in violation to contact their sponsor, coach, or school administrator within 24 hours of when the violation occurs **or makes a reasonable attempt at the first available opportunity.** ~~regardless of weekend, holiday, school in session, or out in order to receive any reduction of suspension.~~

If the violation is alcohol/drug related, the parent conference will be held by the DPA.

### **VIII. Tobacco Violations**

~~Any violation (possession/use) of tobacco will result in a suspension of 10% of scheduled events. The suspension will begin in the immediate activity that the ECP is involved in. If the student is not actively involved in an ECA at that time, the suspension will start with the next event in which the ECP is involved. (minimum of 1 event) (moved to #9 under conduct expectations pg 3~~

**Note:** Percentage suspensions will be based on the number of scheduled events the ECP is involved in. Satisfactory completion of that activity is necessary for the suspension to be complete. Tournaments for team sports such as BKB/BSB/SFB/Soccer, will be counted as 3 events regardless of the actual number of games played. Golf, Tennis, and other activities, in which all events are tournaments, will be counted as one event. Any cancellations that are **not** rescheduled or replaced will be counted as events. Any percentage of **.4** or less will be rounded down. Any percentage of **.5** or more will be rounded up.

**\* The student must be academically eligible in order for the events missed to count toward the suspension. If a student is academically ineligible at the time of the violation, or becomes academically ineligible during the suspension, the events missed shall not count toward the required events.**

### **VIII. Request for Conference**

A student who is removed from the extracurricular program(s) because of failure to comply with the Extracurricular Code of Conduct may request a conference ~~with~~ before the appropriate administrator. **The request must be in writing.**

Conferences will be held as needed on an individual basis. The conference between the administrator, student and his/her parent or guardian is to provide the student the opportunity to present a request for reinstatement. The administrator will consider only one appeal from each student requesting reinstatement. Note: a conference to request reinstatement is not needed unless the student wishes to make the request before the normal date of reinstatement.

Students who desire to participate in tryouts or elections for extracurricular activities for the following year must request a conference at least two weeks prior to the official tryout or election day.

If a parent or guardian and student would choose to take further action, they should request a conference with the appropriate administrator. If unresolved, the District provides for the complaint to be presented to the Superintendent. If the complaint still remains unresolved it will be presented to the Board of Trustees.

## X. Acknowledgement

In order to participate in any extracurricular activity, the student and parent or guardian must sign the acknowledgement form. The acknowledgement form states that the signing parties understand the consequences for engaging in prohibited conduct.

### LETTERING POLICIES

**Athletic Awards:** A student may qualify for a major award only in a varsity sport and only if he/she completes the season. Coaches will determine who letters according to individual sport policy and subject to approval of the Athletic Director.

**Theater Arts:** A student will qualify if he/she participates in the District One Act Play.

**Cheerleaders:** A Cheerleader has to have been a High School Cheerleader for 2 years, one of which is on the Varsity Squad.

**Band:** A student must be a member in good standing. Beginning with the 2004-05 school year, a student entering the high school band program for the first time must have completed two full years of band at Marble Falls High School in addition the other requirements listed in the Band Grading and Lettering Guidelines

### ADDITIONAL POLICIES

#### TRAVEL

All extracurricular participants represent the community, school, sponsors and coaches. Therefore, it is expected that all will dress in an acceptable manner on trips and demonstrate appropriate conduct. All Varsity athletes/UII participants making the trip on the bus will return on the bus unless in an emergency situation or when parents are present and there is good reason for returning with parents. This must be cleared with the head coach/sponsor prior to the trip.

Athletes/participants are never to return with anyone other than on the bus or their own parents.

Exception: An athlete/participant may receive permission to ride with someone else's parents with prior written consent granted by the Athletic Director or Principal.

#### QUITTING

Anyone quitting a sport after a trial period (usually after the first contest) will not be allowed to participate in another sport until the

season of the sport quit is completed (unless the head coaches of both sports agree that the student would be better off in the other sport). The Athletic Director or Principal may, at their discretion, make an exception to this rule when an event outside the control of the athlete or his/her family causes the athlete to drop out of a sport. A clear understanding is to be reached by the Principal, Athletic Director, head coach, parents and the athlete at the time the sport is dropped.

## **MULTIPLE SPORTS/ EXTRACURRICULAR ACTIVITIES**

Athletes are encouraged to participate in more than one sport/*activity*. Eligibility to participate in a particular sport/*activity* will not be based upon participation in a second sport/*activity* unless the athlete quits a previous sport. Athletes may choose to participate in other extracurricular activities as long as they are aware of the inherent conflicts that can occur. *In case of a conflict, a district competition/event should take precedent over non-district competitions/events. Arrangements will be made by the coaches/sponsors to allow the students in multiple events to travel back and forth. In the event the conflict occurs at the same time and arrangements cannot be made to participate in both the district event should take precedent.*

## **DISCIPLINE**

Several different means of discipline will be used depending on each situation. Whatever type of discipline is required, the purpose is to help athletes and participants improve themselves and to become better people. Failure to accept this, on the part of the ECP, may result in dismissal from the ECA.

## **ELIGIBILITY POLICIES**

All extracurricular participants must maintain a passing grade (70) in all classes to be eligible to participate in extracurricular activities. Please check the enclosed Eligibility Dates. The UIL does not consider advanced courses (Pre-Cal & AP) for eligibility purposes.

However, Marble Falls ISD does. Students may be granted a one-time waiver of eligibility if they are failing one advanced course during the year. The waiver request form may be picked up in the front office.

## **ELIGIBILITY TUTORIAL POLICIES**

*Any extracurricular participant receiving a grade lower than the equivalent of 70 in any academic class will continue at least a three week suspension from events/contests until the ECP is passing all classes and has attended a minimum of 5 mandatory tutorial hours for each class that minimum passing standards have not been met.*

## **ALL-DISTRICT ACADEMIC**

The All District Academic Policy will be set by the High School Principal, Athletic Director, Band and Academic UIL Directors and the District Executive Committee of the UIL District Marble Falls ISD is assigned.

## **ATTENDANCE**

Students must attend school all day to be eligible to participate in ECA with the following exceptions:

1. Attending a school or UIL event
2. Receiving a waiver from the Superintendent or designee ~~Director or principal~~ for a medical appointment, family emergency, *extenuating circumstances* or funeral.

## **NOTE:**

**These rules apply to all sports and UIL events but head coaches and sponsors may have additional rules that their athletes and participants must follow.**

## EXTRACURRICULAR INSURANCE

The following facts should be fully understood by, the parents and or guardians of all Marble Falls I. S. D. ECP's, who are involved in U.I.L. activities in grades 7 through 12.

1. The Marble Falls I. S. D. provides for athletic and extracurricular insurance for students in grades 7 thru 12. This coverage is for U.I.L. sponsored activities, including all U.I.L. athletic events. Your child will be covered while participating in, practicing for, and traveling to and from such an activity.
2. The insurance provided by the school is for activities that are sanctioned by U.I.L. rules and regulations. Any competition in which the student participates that is not under U.I.L. sanction will NOT be covered by the insurance.
3. Marble Falls I. S. D. assumes no responsibility as a result of injuries that occur during an athletic or U.I.L. event: however, this insurance is provided at school expense. This is **SECONDARY INSURANCE** to whatever health insurance the parent(s) or guardian(s) have for their children, and all claims **must** be filed with the primary health insurance company **first** and with the school insurance company **second**. You will need to indicate on the school insurance claim form the name and address of your regular insurance carrier.
4. Decisions about coverage are up to the insurance company. All questions about coverage and the procedures for accessing the insurance must be made to the insurance company. District employees cannot interpret the policy or provide any assistance other than limited assistance in completing claim forms.
5. If the student has no other insurance coverage, the school insurance will become the primary carrier and will pay accordingly. The parent or guardian should indicate on the claim form if they have no other health insurance.
6. **All policies have limitations.** The school insurance will pay up to the amounts that are listed in the coverage documents, subject to policy exclusions and other limitations. ***Parents will be responsible for any amount remaining after both the primary health insurance and limitations have been reached. Parents should verify that the doctor/hospital is in the network.***
7. The Marble Falls I. S. D. and its employees are NOT responsible for any costs for treatment to your child by any doctor.
8. In case of an injury, **it is the responsibility of the parent to file a claim form.** These forms are available in the principal's office, from the trainer or coach, or the Administration Office. The coaches, trainer, sponsors or administrative personnel will be happy to help complete the form; however, **no Marble Falls I. S. D. employee is responsible for filing your claim.**
9. As with any policy, there are policy exclusions and rules for filing claims. Please review the Policy Limitations that are listed in the brochure; you are responsible for

taking all steps necessary to access the extracurricular activity insurance. Most policies have a time limitation for filing a claim.

10. Since the insurance is for U.I.L. sponsored events only, you may wish to purchase the additional insurance that is available to your child. This should be purchased at the beginning of the school year and is the same basic coverage. The AT School Coverage provides coverage for injuries that occur at school or during school-sponsored activities during the regular school year. The 24-Hour coverage provides coverage 24 hours a day until the first day of the following school year.

## Marble Falls ISD Eligibility Calendar 2012 - 2013

GRADING PERIOD	GRADING PERIOD ENDS	ELIGIBILITY STAGE	DATE EFFECTIVE
Progress Report	Sept. 14	Nothing	N/A
1 <sup>st</sup> Six Weeks Check	Oct. 5	Gain/Lose	Oct. 12
1 <sup>st</sup> Nine Weeks	Oct. 19	Gain/Lose	Oct. 26
Progress Report	Nov. 9	Gain Only	Nov. 16
Progress Report	Dec. 7	Gain Only	Dec. 14
2 <sup>nd</sup> Nine Weeks*	Dec. 21	Gain/Lose	Jan. 14
Progress Report	Feb. 1	Gain Only	Feb. 8
Progress Report	Feb. 22	Gain Only	Mar. 1
3 <sup>rd</sup> Nine Weeks	Mar. 22	Gain /Lose	Mar. 29
Progress Report	Apr. 12	Gain Only	Apr. 19
Progress Report	May 3	Gain Only	May 10
4 <sup>th</sup> Nine Weeks	May 31	Credit-Based	Fall 2012

*\*This eligibility check is based on the nine weeks average, NOT the semester grade.*

**GAIN/LOSE** – Students will gain eligibility if they are passing ALL classes or lose eligibility if they fail ANY class (excluding those identified as honors or advanced classes\*\*).

**GAIN ONLY** - Ineligible students have the opportunity to regain eligibility if they are passing ALL classes - not just the ones they were failing (excluding those identified as honors or advanced classes\*\*).

**GRACE PERIOD (DATE EFFECTIVE)** - Students regain or lose eligibility at the end of the school day, 7 days after the eligibility check.

\*\*Honors/Advanced Class Waiver: Students may be granted a one-time waiver for one six weeks period of eligibility if they fail an advanced course with a grade of 60-70 percent. Students shall be eligible for one waiver per year.

***Regarding eligibility, all incompletes must be corrected in order for the student to regain eligibility. The student with the incomplete will be treated as though the student has failed the class.***

### Eligibility

Eligibility for participation in many extracurricular activities is governed by state law as well as rules of the University Interscholastic League (UIL)—a statewide association overseeing interdistrict competition. The following requirements apply to all extracurricular activities:

- A student shall be suspended from participation in any extracurricular activity sponsored or sanctioned by the District or the UIL after a grade evaluation period in which the student received a grade lower than the equivalent of 70 on a scale of 100 in any academic class other than an identified honors or advanced class.\*\* A suspension continues for at least three school weeks and is not removed during the school year until the student is passing all classes.

- A student with disabilities who fails to meet the standards in the individualized education program (IEP) may not participate for at least three school weeks.
- An ineligible student may practice or rehearse.
- In order for an ineligible student to become eligible the student must be passing all classes with a grade of 70 or higher after the next grade evaluation period and attend documented completion of a minimum of 5 hours of tutorials approved by the coach/sponsor.
- A student is allowed in a school year up to ten absences not related to post-district competition, a maximum of five absences for post-district competition prior to state, and a maximum of two absences for state competition. All extracurricular activities and public performances, whether UIL activities or other activities approved by the Board, are subject to these restrictions.
- A student who misses a class because of participation in an activity that has not been approved will receive an unexcused absence.

**Please note:** Sponsors of student clubs and performing groups such as the band, choir, and drill and athletic teams may establish standards of behavior—including consequences for misbehavior—that are stricter than those for students in general. If a violation is also a violation of school rules, the consequences specified by the Student Code of Conduct or by local policy will apply in addition to any consequences specified by the organization. [For further information, see policies FM and FO.]

# MARBLE FALLS INDEPENDENT SCHOOL DISTRICT DRUG TESTING POLICY

## I. OBJECTIVES

- a. To provide a deterrent to drug use for any Marble Falls Independent School District (hereinafter referred to as MFISD) student (hereinafter referred to as Extra-Curricular Participant or "ECP") who participates in Extra-Curricular Activities (hereinafter referred to as "ECA") in grades 7 through 12.
- b. To provide a drug education program for those ECP's who test positive for drug use and for ECP's at risk for drug use.
- c. To insure the health and safety of ECP's.

## II. PLAN

- a. All ECP's from grades 7 through 12 (male and female) involved in MFISD ECA's will be subject to this testing program.
- b. All ECP's from grades 9 through 12 to be initially tested at a minimum of 1 time per semester (fall and spring) each school year. All ECP's from grades 9-12 will be subject to random testing throughout the year (twice per semester). All ECP's from grades 7-8 may be subject to random testing throughout the year.
- c. ECP's selected for random testing will be chosen from a pool of all ECP's. (reference section IV.B)
- d. The method of screening is by an independent laboratory immunological screening procedure. All drugs detected by the screen will be confirmed by Gas Chromatography/ Mass Spectroscopy (hereinafter referred to as GC/MS) before being reported as being detected. ECP's admission of guilt will also constitute a positive screening. Failure to produce a sample in the allotted time period will be considered a positive screening.
- e. Certified lab personnel and professional staff will administer testing.
- f. Each ECP who is selected will be required to provide a urine, hair or oral sample to the designee during the time constraints described in Part IV.

## III. DRUGS ELIGIBLE FOR TESTING:

Alcohol  
Amphetamines  
Barbiturates  
Benzodiazepine  
Cocaine

Methaqualone  
Opiates: codeine, heroin, morphine, papaverine  
Phencyclidine  
Tetrahydrocannabinol (THC): marijuana  
Steroids  
Ecstasy

#### IV. TESTING PROCEDURES AND PROTOCOL

- a. Mandatory Testing: Every male and female ECP, grades 7 through 12, will be tested twice a year. ~~When selected for testing they~~ They will be required to submit a sample immediately upon request. All specimens will be collected adhering to a strict chain of custody.
- b. Random Testing: Every male and female ECP, grades 7 through 12, will be eligible to be tested during the entire school year. A predetermined percentage of approximately 10% of High School ~~and approximately 10% of the 7<sup>th</sup> and 8<sup>th</sup> grade~~ ECP's will be randomly selected by the MFISD vendor from a computer program 4 times per school year. The final random percentage number will be determined by the drug program administrator and the MFISD vendor. They will be required to submit a sample immediately upon request. All specimens will be collected, adhering to a strict chain of custody.
- c. All positive screenings will be confirmed by either ECP's admission or an additional test from the same sample that will include GC/MS testing by the MFISD vendor. A positive test result will not constitute an offense if the ECP's parent/guardian provides the Drug Program Administrator (hereinafter referred to as DPA) with a valid, legal prescription for the drug identified as positive by the test.
- d. The MFISD vendor will take the specimens to an independent lab for processing. The MFISD vendor will send the results to the DPA. The ECP's identification number will identify all specimens.
- e. Non-compliance by any ECP with the above testing procedures will be considered a violation of this policy and grounds for removal from ECA's within the MFISD.
- f. Each ECP in an ECA for grades 7 through 12 and, if the student is under 18 years of age, his or her parent/guardian shall sign a consent form agreeing to the student's participation in the drug testing program. One consent form will be required and kept on file ~~for grades 7-8. When~~ when the ECP begins participation. ~~in high school, an additional consent form will be signed and kept on file for grades 9-12.~~ If the ECP or parent/guardian refuses to consent, the ECP shall be denied participation in extra-curricular activities until said consent form is signed and at parent/guardians expense the participant undergoes drug testing with a negative result.
- g. Any ECP refusing to be tested will be subject to sanctions as if testing positive. Failure to provide a specimen within 2 hours constitutes a refusal to test. Readmission to ECA will be contingent upon agreement to participate in the drug testing program and a negative test result.

- h. Any ECP caught by DPA, testing monitors, or MFISD vendor, cheating or tampering with a specimen, will be subject to sanctions as if testing positive.
- i. The administering of the Policy and Testing Procedures and/or interpretation thereof, is left to the discretion of the DPA.

## **V. CONFIDENTIALITY**

- a. The collection and coding of specimen samples are executed in a manner insuring total confidentiality and property identification.
- b. Only the ECP, parent/guardian, extracurricular sponsor, Athletic Director, campus principal, and the DPA will know the policy violation(s).
- c. All test results shall be destroyed when the ECP no longer has extra-curricular eligibility.

## **VI. SANCTIONS FOR POSITIVE TESTING**

- a. All offenses are cumulative throughout the ECP's eligibility. (7<sup>th</sup> through 12<sup>th</sup> grade)
- b. The following disciplinary measures will be taken for any ECP testing positive to a drug test, and/or any ECP having written documentation reported by law enforcement officers as having been involved with drug activity (i.e.: selling, buying, use of or possession of drug paraphernalia.)
- c. Any suspension shall take place in the immediate activity that the ECP is involved in. If the student is not actively involved in an extracurricular activity at that time, the suspension will start with the next event that the ECP is involved in.
- d. The student must be academically eligible in order for the events missed to count toward the suspension. If a student is academically ineligible at the time of the violation, or becomes academically ineligible during the suspension, the events missed shall not count toward the required events.

## **FIRST OFFENSE**

### Sanctions:

- 1. Notification of parent/guardian to discuss ECP's sanctions.
- 2. Suspension from the ECA for 20% of all scheduled events with a minimum of 1 activity for those with 4 or fewer events in the season but does not include suspension from play-off practice game, scrimmages, practices, or program participation.
- 3. Documented completion of a minimum of 5 hours of drug education/counseling delivered by a Licensed Professional Counselor (hereinafter referred to as LPC), or other acceptable professional at the discretion of the DPA, at the ECP's and/or parent/guardian's expense. A list of LPC's will be provided by the DPA.

4. ECP will be tested each of the next 4 testing sessions. This may and can carry over into the next school year.

### **SECOND OFFENSE**

Sanctions:

1. Notification of parent/guardian to discuss the ECP's sanctions.
2. Suspension from the ECA for 50% of scheduled events with a minimum of one activity for those ECA's with 2 events or less and until he/she has a negative drug test with the MFISD vendor.
3. Documented completion of a minimum of 10 hours of drug education counseling from a LPC, or other acceptable professional at the discretion of the DPA, at ECP's or parent/guardian's expense. A list of LPC's will be provided by the DPA.
4. ECP will be tested each of the next 6 testing sessions. This may and can carryover into the next school year.

### **THIRD OFFENSE**

Sanctions:

1. Notification of parent/guardian to discuss the ECP's sanctions.
2. A high school ECP shall be suspended from ECA's for 1 calendar year, including class, practices, rehearsals, and contests.
3. A 7<sup>th</sup> or 8<sup>th</sup> grade ECP shall be suspended from ECA's for 1 calendar year including class, practices, rehearsals, and contests.
4. ECP may be reinstated to an ECA after 1 calendar year at the completion of a minimum of 15 documented hours of drug counseling and a negative drug test.
5. Parent/guardian is responsible for all counseling.
6. An ECP's suspension from ECA's under the third offense shall begin the day the Drug Program Administrator confirms the third test as positive.

### **FOURTH OFFENSE**

Sanctions:

1. Notification of parent/guardian to discuss the ECP's sanctions.
2. A fourth positive test shall result in removal of the ECP, whether in high school or middle school, from participation in ECA's for the remainder of his or her middle school and high school eligibility.

**A PARENT OR GUARDIAN, AT HIS OR HER OWN EXPENSE, MAY REQUEST ANOTHER TEST OF THE SAME SAMPLE BY ANOTHER CERTIFIED LABORATORY.**

**THE MARBLE FALLS INDEPENDENT SCHOOL DISTRICT WILL NOT BE RESPONSIBLE FOR ANY COST INCURRED BY THE PARENT/GUARDIAN OR ECP FOR DRUG EDUCATION, COUNSELING, OR RESIDENTIAL TREATMENT.**

**VII. DEFINITION OF TERMS**

The following definition is for the purpose of the drug-testing program in this policy.

1. The term “extracurricular activities” (ECA) means any membership or participation in any of the clubs, organizations or activities on the attached list.
2. Extra-Curricular Participant (ECP): ANY participating student in grades 7 through 12.
3. ECA: Extra-Curricular Activities in grades 7 through 12.
4. DPA: Drug Program Administrator
5. GC/MS: A Gas Chromatography/Mass Spectroscopy; a scientific process to identify specific chemical compounds. A molecular fingerprint is obtained that identifies a chemical compound with 100 percent accuracy.
6. LPC: Licensed Professional Counselor

**LIST OF ACTIVITIES**

**High School**

Band  
Baseball  
Boys Basketball  
Boys Cross Country  
Boys Golf  
Boys Soccer  
Boys Tennis  
Boys Track  
Chess Club  
Cheerleaders  
Competition Choir  
FBLA  
FFA  
FCCLA  
Football  
Girls Basketball  
Girls Cross Country  
Girls Golf  
Girls Soccer  
Girls Tennis  
Girls Track  
H.O.S.A.  
PALS  
Power Lifting  
Skills USA  
Softball  
Starlettes  
Student Council  
UIL Academics  
UIL Journalism  
UIL Theater  
Volleyball  
Parking Permits

**Middle School**

Band  
Cheerleaders  
Competition Choir  
Creative Problem Solving  
Junior FFA  
Junior High Athletic Department  
Student Council  
Theater Arts  
UIL Academics

***A copy of the Drug Testing Policy is available in Spanish upon request in the Central Office.***

Una copia de la Política de la Prueba para las drogas esta disponible en español en las oficinas administrativas si se requiere.

## **COMPLAINTS BY STUDENT/PARENTS**

Usually student or parent complaints or concerns can be addressed simply by a phone call or conference with the coach/sponsor. For those complaints and concerns that cannot be handled so easily, the parent or student should first discuss the complaint or concern with the Athletic Director/UIIL Director. If unresolved, parents or student athletes should follow the standard complaint policy established by the district.

**MARBLE FALLS INDEPENDENT SCHOOL DISTRICT  
PARENT AND STUDENT EXTRACURRICULAR HANDBOOK  
AND DRUG POLICY  
ACKNOWLEDGMENT FORM**

*Please read, sign, date, and return this form. Students will not be allowed to participate in Extracurricular Activities until this form is completed, signed and returned.*

We have received and read a copy of the MFISD's Extracurricular Handbook and Drug Testing Policy. We understand that this policy is part of the District's rules and that it applies to all high school and middle school students participating in Extracurricular Activities. We understand and consent to all the requirements of this code and understand the consequences that my child will face if he or she fails to adhere to these rules and agree to such terms.

\_\_\_\_\_  
Print Student's Name

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grade

\_\_\_\_\_  
Parent Signature

\_\_\_\_\_  
Date

**Please list all extracurricular activities in which your student is currently participating**

---

**Security Needs**

#1 Priority in Red

SWES	Store Front Doors/Panels		\$13,750	
HLE	Store Front Doors/Panels		\$22,300	
MFHS	Store Front Doors/panels		\$4,710	
				Total
				\$40,760

#2 Priority in Yellow

SWES	Fence around track	300 ft	\$21.33 linear ft	\$6399 + \$300 for gates
MFE	Fencing around campus	386 ft	\$21.33 linear ft	\$8233 + \$600 for 2 gates
HLE	Fencing	840 ft	\$42.66 linear ft	\$35834 + \$600 for 2 gates
Colt	Fence/Gates	1284 ft	\$21.33 linear ft	\$27388 + \$600 for 2 gates
MFHS	Rot-iron fence enclosing school	1000 ft	\$34.33 linear ft	\$34330 + \$3300 for gates + \$11000 for panic hardware
				Total
				\$208,538
All	Lockdown Magnets	500	\$4.74 ea	\$2,375
MFE	Rot Iron Fencing	386 ft	\$34.43 linear ft	13289 + \$1284 for gates
				Total
				\$16,948

#3 Priority in Blue

Falls	Locks/inside doors	7	\$1000 ea	\$7,000
SWES	Locks/inside doors	50	\$1000 ea	\$50,000
MFE	Locks/inside doors	61	\$1000 ea	\$61,000
HLE	Locks/Inside doors	66	\$1000 ea	\$66,000
Colt	Locks/Inside doors	60	\$1000 ea	\$60,000
MFMS	Locks/Inside doors	105	\$1,000	\$105,000
MFHS	Locks/Inside doors	141	\$1000 ea	\$141,000
				Total
				\$490,000

#4 Priority in Green

All	Roller Shades	491		\$17,983 wo installation installation \$6000
				Total
				\$23,983

#5 Priority in Orange

Falls (3)	Cameras	16	\$2000 ea	\$32,000
SWES (4)	Camera System	36	\$2000 ea	\$72,000
MFE (4)	Camera System	36	\$2000 ea	\$72,000
HLE (4)	Cameras	36	\$2000 ea	\$72,000
Colt (4)	Cameras	36	\$2000 ea	\$72,000
MFMS (2)	Cameras	64	\$2000 ea	\$128,000
MFHS (1)	Cameras	68	\$2000 ea	\$136,000
				Total
				\$1,002,000

- is #1 Priority
- is #2 Priority
- is #3 Priority
- is #4 priority
- is #5 Priority

**TO: Board of Trustees**  
**Dr. Rob O'Connor, Superintendent**  
**FROM: Vicki Crouse, Human Resources Manager**  
**DATE: April 15, 2013**  
**RE: PERSONNEL**

**Recommendations for 2013-2014 school year**

None at this time.

**FOR YOUR INFORMATION ONLY**

***RESIGNATIONS***

**PROFESSIONAL**

Marble Falls High School

Ruth Ann Hardin	Spanish/French Facilitator	resigned effective June 1, 2013
Nancy John	Science	resigned effective June 1, 2013
David Woods	Social Studies/Coach	resigned effective June 1, 2013

Falls/EPIC

Russell L. Oertel	Math	resigned effective June 1, 2103
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Highland Lakes Elementary

Jeannie Hanshaw	2 <sup>nd</sup> grade	resigned effective June 1, 2013
Cindy Hogan	3 <sup>rd</sup> grade	retired effective June 1, 2013
Neesha Leon	Kindergarten	resigned effective June 1, 2013

Marble Falls Elementary

April Joller	Pre-K	resigned effective June 1, 2013
Michelle Northam	Kindergarten	resigned effective June 1, 2013

Friday, April 5, 2013

To Everyone:

Ad. Bldg. Staff  
High School Staff  
High School Faculty  
Custodial Staff  
ETC.

I hereby tender my resignation as  
of May 30, 2013.

As many of you know, my husband  
and I have been trying to sell our  
home in Horseshoe Bay and down-size  
into a town home in Ft. Worth, Texas.

We are BIG TCU fans, what is left of  
our families are there, and we are at  
an age where being close to good medical  
care and MANY "OLD" FRIENDS!

There are not enough words to describe  
how much I have enjoyed my tenure  
at the High School since the fall of 2002

My Best To ALL!

Ruth Anne Hardin

Accepted  
4-8-13

Accepted  
W 4-10-13

Rec'd 4-8-13  
HE  
VC

**Nancy J. John**  
PO Box 1809  
Kingsland, Texas 78639

April 1, 2013

Dear Mr. Lunoff,

Please accept this letter as my official notice that I am resigning my position as a Chemistry Teacher here at Marble Fall High School, affective upon completion of my 2012-2013 contract.

This resignation will provide me an opportunity to pursue opportunities that utilize my experience and education as a school administrator and allow you time to employ a suitable replacement for my position.

I enjoyed working here for Marble Falls Independent School District and may consider applying for a position here, in another capacity, in the future.

Thank you so much for your support throughout the school year! It has been my pleasure to work here with some of the best professional educators I know. I must say that this year has been one of the most challenging for me personally but I have regained a new perspective and have a better understanding of what it takes to be a classroom teacher. This experience has enlightened me to the many changes in education and hopefully will enhance my ability to be a better Administrator.

Sincerely,



Mrs. Nancy John

Accepted  
W. 4-3-13  
Robert G  
4-3-13

Rec'd HKE  
4-3-13  
10

Rec'd  
HR  
4-5-11  
VC

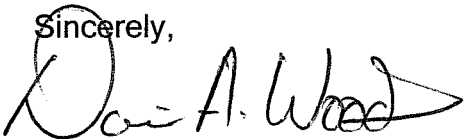
David A. Woods  
312 Lost Oak Trail  
Johnson City, Texas 78636

4-3-2013

To Whom It May Concern;

I am resigning my teaching and coaching position here at Marble Falls High School on the last day of my current contract. Please let me know if you have any further questions.

Sincerely,



David A. Woods

Accepted  
W. G.  
4-8-13

Accepted  
[Signature]  
4-3-13

Russell L Oertel  
PO BOX 92871  
Austin, TX 78709  
April 10, 2013

Vickie Crouse  
Human Resources Manager  
Marble Falls ISD  
1800 Colt Circle  
Marble Falls, TX 78654

Dear Ms. Crouse:

Please accept my resignation effective at the end of my contract for the 2012-2013 school year.

Sincerely,

*Russell L. Oertel*

Russell L Oertel  
Secondary Teacher

*Accepted*  
*[Signature]*  
4-11-13

*Accepted*  
*W. [Signature]*  
4-11-13

*Rec'd*  
*HR*  
*4-11-13*

March 20, 2013

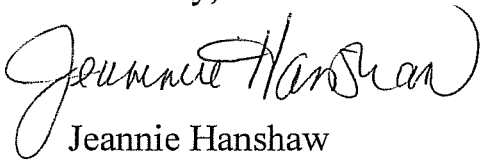
Dear Mr. Pittard,

This letter is to inform you that I have chosen to resign from my position as 2<sup>nd</sup> grade teacher at Highland Lakes Elementary.


My last day of work will be May 31, 2013, the last day of school. I will follow the necessary protocol for leaving, and please let me know if there is anything additional I need to do.

Thank you for the opportunity you have provided me. The past five years at Highland Lakes have been a tremendous blessing. I have thoroughly enjoyed teaching here with this wonderful staff.

Sincerely,

  
Jeannie Hanshaw

Accepted  
W. 6  
4-9-13

  
4-9-13

April 4, 2013

Cindy S. Hogan  
837 Euel Moore  
Kingsland, TX 78639

Mr. Michael Pittard  
Marble Falls I.S.D.  
Highland Lakes Elementary School  
8200 Hwy. 1431  
Granite Shoals, TX 78654

Mr. Pittard,

Please accept this letter as a notice of my retirement at the end of the year. I feel it necessary to retire from my position as classroom teacher, effective June 1, 2013. I am offering this two month notice knowing this will give the school district an opportunity to find a suitable replacement for my position.

I am thankful for the professional and personal development opportunities that have been given to me through the six years I have taught for this district. I am grateful and feel great satisfaction in remembering each child with whom I have worked. I will miss the many joys, as well as the challenges, I have encountered here.


While I look forward to enjoying my retirement, I will miss working for the Marble Falls schools. I would like to return as a substitute as I hope to still be an asset to the district teachers and students. If I can be of any assistance during this transition, please let me know.

Sincerely,



Cindy S. Hogan

Accepted  
W.  
4-9-13



4-9-13

Marble Falls School Board,

Please accept my letter of resignation from the Marble Falls Independent School district at the end of the 2012-2013 school year. My family will be relocating to the Midland area for the next 2 years. Thank you for the opportunity to teach and learn in such a wonderful school district.

Neesha Leon

Highland Lakes Elementary

Neesha Leon

Accepted  
W. [Signature]  
4-9-13

[Signature]  
4-9-13

April L. Joller  
1410 24th Street  
Horseshoe Bay, Texas 78657

President and Board of Trustees  
% Vickie Crouse, Human Resources  
Marble Falls ISD  
1800 Colt Circle  
Marble Falls, Texas 78654  
March 26, 2013

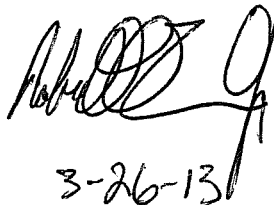
To Whom it May Concern:

This letter is to inform you that I have chosen to resign from my position as a pre-kindergarten teacher at Marble Falls Elementary School at the end of the 2012-2013 school year. I have enjoyed my time working with the students and teachers here in the district and I wish everyone the best going forward.

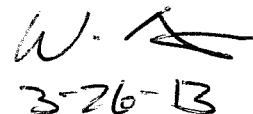
Sincerely,



April L. Joller



3-26-13



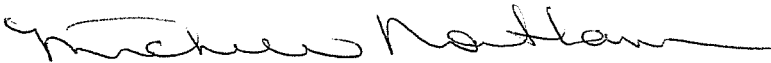
3-26-13

To Whom it May Concern:



April 1, 2013

I hereby submit my resignation from Marble Falls ISD, effective June 1, 2013.  
Thank you for the privilege of serving the students of Marble Falls for the last ten years.

Sincerely,



Michelle Northam

  
4-3-13  
Accepted  
W.   
4-3-13

Rec'd HR  
4-3-13  
VC

**TO: Board of Trustees  
Dr. Rob O'Connor, Superintendent**  
**FROM: Vicki Crouse, Human Resources Manager**  
**DATE: April 15, 2013**  
**RE: Contract Renewals**

The following lists are employees being recommended for a contract renewal.

**Marble Falls High School – Manuel Lunoff, Principal**

ELIGIBLE FOR 1 YEAR TERM CONTRACT

Fran Anders	Joe Gordy	*Kerri O'Connor
*Kelly Bolin	Anna Gresham-Hartung	Martha Patino
*Shirlene Bridgewater	Randy Guffey	Elisa Pittman
Norma Brown	Veronica Gullede	Candy Posey
James Bryant	Suzanne Hager	*Kendra Powell
James Michael Chesnut	Kori Heath	Pamela Reyes
Lynda Cortez	Molly Heath	Cynthia Roberts
Katherine "Leigh" Craig	Pam Hickingbottom	Susan Roberts
Freeman Crouch	Michelle Hinojosa	Amanda Salazar
Sharon Dare	Jennie Hodges	Sarah Joyce Smith
Denise Dittberner	Jana Johnson	Jacob W. Taylor
Terri Suzanne Dyer	Toni Matula	Jennifer Virdell
Amy Evans	Jae McIntyre	Charles Woods
Heather Fuss	Johnny Mitchell	*Diana Woods
Bryce Gage	Holly Norwood	

ELIGIBLE FOR 1 YEAR DUAL- ASSIGNMENT TERM

Brad Behrens	Cristi Gilpin	Michael Nave
Brandon Belk	Kerry Graham	Bill Poe
Jim T. Blair	Renee Grumbles	Lerin Polley
Amanda Carpenter	Frank Hughey	Tino Salazar
Julie Downs	Christopher Jost	Lonnie Tackitt
Forrest Kyle Futrell	David Langford	Fred Trey Young

ELIGIBLE FOR 1 YEAR PROBATIONARY CONTRACT

Lauren Berkman	*Gaynelle Mandel	Jeff Tufano
Danielle Keenan	Kathryn Schumacher	Devin Wuest

ELIGIBLE FOR 1 YEAR DUAL- ASSIGNMENT PROBATIONARY CONTRACT

Shelton Gandy	Neil Laminack	Leslie Tufano
*John P. Gray	Anthony Salazar	Shannon Windham
Chase Hargis	Jeffrey Savage	

NO ACTION

None

\*TTIPS Grant

**Falls Career High School/EPIC Center – Peggy Little, Principal/Director**

ELIGIBLE FOR 1 YEAR TERM

Toby Fletcher  
June Hattaway  
Brenda Lusby  
Emily Patterson  
Michael Saenz  
Linda Stafford

ELIGIBLE FOR 1 YEAR DUAL-ASSIGNMENT TERM

Ricky Sparks  
Anthony Torns

ELIGIBLE FOR 1 YEAR PROBATIONARY CONTRACT

Inga Young

Employment Agreements

Randi Born – part time  
Wayne Neely – retiree part time  
Dennis Rose – retiree part time

NO ACTION

None

**Marble Falls Middle School – John Schumacher, Principal**

ELIGIBLE FOR 1 YEAR TERM CONTRACT

Mario Acosta	Regina Laughlin	Heather Rodgers
Jennifer Andress	Rebecca Lazos	Shelli Rowland
Brenda Belk	Patty McAlpin	Seawillow Schmidt
Jon Clark	Mildred McQuatters	Gale Schneider
Katherine Corley	Amy Miller	Constance Schulte
Trenton DeSpain	Leona Moore	Gavin Smith
Elizabeth Dodge	Roxanne Mulhollan	Krissy Sralla
Courtney Foley	Michelle Noble	Stephanie Stevenson
Marti Futrell	Kristin Obermeyer	Mary Stone
Shannon Gage	Andrea Olfers	Dawn Stratton
Kim Garza	Craig Orton	Laura Sutherland
Adam Goodman	Lisa Persyn	Jacob Garrison Taylor
Megan Goodman	Laura Portillo	Shirley Wagenfuhr
Mihaela Hammond	Tracey Powell	Debra Weis
Krista Harris	Cristina Reyes	Cara Wilson
Emily Kelly	Barbara Ripley	

ELIGIBLE FOR 1 YEAR DUAL-ASSIGNMENT TERM

Kelly Clark	Dale Heath	Karen Naumann
Rachel Faehnle	Joel Herring	David Norwood
Weston Franco	Jillian McDonald	Joseph Powell

ELIGIBLE FOR 1 YEAR PROBATIONARY CONTRACT

Kristen Miller

ELIGIBLE FOR 1 YEAR DUAL- ASSIGNMENT PROBATIONARY CONTRACT

Terri Coffee	James Pruitt
Austen King	Jake Smith
Lee Munn	Heather Wilson

NO ACTION

Lindsey Todesco

**Colt Elementary – Keith Powell, Principal**

ELIGIBLE FOR 1 YEAR TERM CONTRACT

Dixie Bobeck	Beatrice Jakubec	Marilyn Salinas
Julie Bridges	Debra Johnson	Kathy Schumacher
Stacey Cox	Dalena Kaspar	Jodye Smathers
Flo Denney	Angela Kramm	Rebecca Sparks
Tiffany Frisch	Margo Lane	Cindy Taylor
Debbie Gordon	Karen Maples	Connie Thompson
Cristi Graham	Jana Mayfield	Cynthia Tripp
Holly Gray	Mary Kathleen Meador	Christie Trudeau
Katherine Hardaway	Vonda Orton	Lenore Weihs
Theresa Hargraves	Nancy Otero	Jeremiah White
Barbara Harper	Sandra Pollock	Chrystal Whiteside
Christina Helms	Lindsey Pyle	Kimberly Woerner
Sandra Hernandez	Gena Reven	
Wendy Hornberger	Nanette Roberts	

ELIGIBLE FOR 1 YEAR PROBATIONARY CONTRACT

Kevyn Packer  
Chelsea Stanford  
Sylvia Villarreal

NO ACTION

Jose Hernandez

**Highland Lakes Elementary – Michael Pittard, Principal**

**ELIGIBLE FOR 1 YEAR TERM CONTRACT**

Linda Angelosante	Magdalena Deaver	Lezlie Lust
Desaree Backus	Ellen Doffing	Shannon O'Connor
Kay Batch	Sara Dutch	Julie Oestreich
Kasey Belk	Susan Frambs	Flor Reinhard
Thacarli Bohorquez	Shari French	Cari D'ann Ross
Tiffany Brantley	Sara Gray	Julie Skero
Christina Brewer	Cynthia Hall	Kimberly Smythe
Kathleen Brickey	Christina Hartley	Mary Stanton
Karen Burns	Roma Hoffman	Pamela Stern
Stephanie Butler	Francisca Jenks	Jessica Struchen
Nancy Carrera	Jennifer Jost	David Tripp
Nora Carrizales	Julie Kimmel	Jan Woods
Olga Casey - retiree	Amy Kitchens	

**ELIGIBLE FOR 1 YEAR PROBATIONARY CONTRACT**

Julie Conrad	Amy Taylor	Katherine Wood
Rebecca Rios	Pamela Walton	Krystal Winkler

**NO ACTION**

Kara DeLancey

**Marble Falls Elementary – Bruce Peckover, Principal**

**ELIGIBLE FOR 1 YEAR TERM CONTRACT**

Diane Arredondo	Cecily Howze	Caroline Rice
Kristina Brewer	Angelia Ives	Michelle Spruiell
Sally Burget	Michael Lehman	Sharon Valentine
Cristi Chisholm	Renetta McCall	Tina Van Gundy
Carla Duggins	Hilary McCasland	Elizabeth Walker
Charles Ewing	Annette Nolen	Monica Jill Watson
Sonia Frey	Erika O'Conner	Ashlea Webel
Mary Kaye Glaeser	Devon Payne	Vickie Weil
Jane Greer	Debby Phillips	Mandi Whittlesey
Desiree Guthrie	Mary Pond	
Roxane Heinatz	Rebecca Reed	

**ELIGIBLE FOR 1 YEAR PROBATIONARY CONTRACT**

Ashley Bourdow  
Melissa Hemond  
Samantha Hollandsworth

**NO ACTION**

None

**Spicewood Elementary – Leslie Baty, Principal**

**ELIGIBLE FOR 1 YEAR TERM CONTRACT**

Audrey Beltran	Courtney Gatton	Marcella Mueller
Leigh "Allyson" Black	LeeAnn Harkins	Cari Orts
Sasha Chesnut	Darla Hendrix	Therese Shields
Donna Counts	Jamie Horn	Sonya Smith
Beverly Dean	Brad Houser	Mary Stary
Mary Catherine Ellis	Michelle Jacoby	Valerie Wleczyk
Melissa Fletcher	Kathryn Lane	Dana Zamarippa

**NO ACTION**

None

**Director of Special Services – Dr. Susan Maughan**

**ELIGIBLE FOR 1 YEAR TERM CONTRACT**

Krysta Adams	Jake Jones	Nikki Parker-Mazoch
Rebecca Beal	Alejandro Mancha	Shelley Tennyson
Elaine Gomez	Desiree McCormick	Gerald Walford

**ELIGIBLE FOR 1 YEAR PROBATIONARY CONTRACT**

Danielle Sims  
Lesli Doan

**Employment Agreements**

Kelley Homeyer – part time

**NO ACTION**

None