



Agenda of Regular Meeting

The Board of Trustees BURNET CONSOLIDATED I.S.D.

A Regular meeting of the Board of Trustees of BURNET CONSOLIDATED I.S.D. will be held June 22, 2020, beginning at 5:30 PM.

Pursuant to Governor Abbott’s Temporary Suspension of Open Meetings Laws issued on March 16, 2020, this meeting will be conducted via telephonic conference, which will be audible to the Board and public and allow for two-way communication between Board Members. The Board President, presiding officer, and trustees will not be physically present at one location, but a quorum will be required for the meeting on the phone. The public may access this meeting by using the following link

https://www.burnetcisd.net/apps/pages/index.jsp?uREC_ID=460012&type=d&pREC_ID=1866084

or by going to www.burnetcisd.net, selecting the “BOARD” tab and then selecting “Board Meeting Live Stream.” An electronic copy of the agenda packet may be viewed at the following link

<https://v3.boardbook.org/Public/PublicHome.aspx?ak=27903>

or by going to www.burnetcisd.net, selecting the “BOARD” tab and then selecting “Board Agendas and Meetings.” A recording of the meeting will be available for viewing on the District’s website.

All public comments on any subject that may affect the school district, as part of Open Forum, shall be submitted in writing and distributed to the Board of Trustees for consideration, so please send any comments along with your name to boardmeetingopenforum@burnetcisd.net by 3:30 p.m. on June 22, 2020. The President or designee will call for public comments at the beginning of the meeting, state the name of each person who has submitted comments by the deadline, and read the comments aloud for up to 3 minutes for each submitted comment. All other open forum rules will be followed. After the close of public comment, the Board will proceed with the rest of the agenda.

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice.

Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

1. CALL TO ORDER
2. ROLL CALL OF BOARD MEMBERS PRESENT ON THE CALL
3. OPEN FORUM
4. COMMUNICATIONS AND REPORTS
 - A. Report on School Safety Audit (K. Jones)
5. BUSINESS ITEMS
 - A. Discussion and Possible Action regarding the Approval of the District’s Emergency Operations Plan (K. Jones)

6. COMMUNICATIONS AND REPORTS

- A. Report on Guidance from TEA on Reopening Schools in the Fall (McBurnett)
- B. Financial Reports (Goehring)

7. CONSENT AGENDA

- A. Board Minutes
- B. Expenditures in Excess of \$25,000.00
- C. Discussion and Possible Action regarding the Approval of Cybersecurity Training Certification for Local Governments
- D. Discussion and Possible Action regarding the Approval of an Interlocal Agreement with the City of Bertram to provide one School Resource Officer at Bertram Elementary
- E. Discussion and Possible Action regarding the Approval of an Interlocal Agreement with the City of Burnet to provide three School Resource Officers
- F. Discussion and Possible Action regarding the Approval of the Purchase of Computers

8. BUSINESS ITEMS

- A. Discussion and Possible Action regarding Approval of Local Policy Revisions, affecting LOCAL POLICY DEA: COMPENSATION AND BENEFITS (Goehring)
- B. Discussion and Possible Action regarding Approval of 2020-2021 Student Code of Conduct (R. Jones)
- C. Discussion and Possible Action regarding Approval of the Optional Flexible School Day Program at Quest High School for 2020-2021 (R. Jones)
- D. Discussion and Possible Action regarding the Approval of a 2019-2020 Waiver for Required Early Notice of Students at Risk of Failure due to 2020-2021 State Assessment (R. Jones)
- E. Discussion and Possible Action regarding Approval of the 2020-2021 Appraisal Calendar (Gilmore)
- F. Personnel (Gilmore)
 - Board discussion could be held in Executive Session Under Texas Government Code, Section 551.074
 - 1. Approval of Employment of Professional Personnel
 - 2. Report on Professional Hirings Approved by Superintendent with Board Authority
 - 3. Report on Professional Staff Resignations and Transfers and At-Will Staff Hirings, Resignations, and Transfers

9. COMMUNICATIONS AND REPORTS

- A. Discussion of Future Meetings

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 Government Code, Chapter 551, Subchapters D and E or Texas Government Code section 418.183(f). Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting. [See BEC(LEGAL)]

§551.071 Private consultation with the Board's attorney.

§551.072 Discussing purchase, exchange, lease or value of real property.

§551.073 Discussing negotiated contracts for prospective gifts or donations.

§551.074 Discussing personnel or to hear complaints against personnel.

§551.076 Considering the deployment, specific occasions for, or implementation of, security personnel or devices.

§551.082 Considering discipline of a public school child, or complaint or charge against personnel.

§551.0821 To deliberate a matter regarding a public school student if personally identifiable information will be revealed.

§551.083 Considering the standards, guidelines, terms or conditions the Board will follow, or will instruct its representatives to follow, in consultation with representatives of employee groups.

§551.084 Excluding witnesses from a hearing.

Should any final action, final decision, or final vote be required in the opinion of the School Board with regard to any matter considered in such closed or executive meeting or session, then the final action, final decision, or final vote shall be either:

(a) in the open meeting covered by the Notice upon the reconvening of the public meeting; or

(b) at a subsequent public meeting of the School Board upon notice thereof; as the School Board shall determine.

Keith McBurnett
Superintendent of Schools



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For: Burnet Consolidated ISD Board of Trustees
Date: June 22, 2020
Action: Approval
Department: School Safety

Agenda Item #5A (Business Item)

Discussion and Possible Action Regarding the Approval of the District's Emergency Operations Plan

Recommendation

The Administration recommends approval of the District's Emergency Operations Plan.

Summary

As part of our safety and security audit required by TEC 37.108 on a three year cycle, Burnet CISD must submit a Board approved District Emergency Operations Plan.

The proposed updated District EOP contains required components, including:

- **District Chain of Command Charts**
- **District Hazard Analysis**
- **District Drill Guidance**
- **Emergency Planning Teams**
- **Continuity of Operations Plan**
- **District Communications Guidance**

The updated EOP also contains other key annexes for Health Services, Recovery, Transportation, Parent-Student Reunification, Law Enforcement, Search and Rescue, and Communicable Disease.

To give the Board an idea of the type of information included in the plan, the contents of the Emergency Response Guide flip charts that have been placed in every classroom have been attached for your information.

Respectfully Submitted by:

Kurt Jones
Director of Athletics

For: Burnet Consolidated ISD Board of Trustees
Date: June 22, 2020
Action: Report
Department: Superintendent's Office



Agenda Item #6A (Communications & Reports)

Report on Guidance from TEA on Reopening Schools in the Fall

Summary

The Commissioner of Education, Mike Morath, has indicated to schools districts that during the week of June 15 they can expect to receive information from the Texas Education Agency (TEA) regarding attendance accounting and public health guidance related to reopening schools in the fall of 2020. Although the Administration has had wide-ranging conversations about what the fall could look like, without specific guidance from TEA, it is impossible to make definitive plans. The Administration will be sharing with the Board any guidance received from TEA prior to the June 22 Board Meeting.

In addition, although TEA will ultimately decide the restrictions and COVID-19 guidance for schools to open in the fall, the District's Administration is committed to seeking feedback from parents and staff. Should there be any flexibility provided to districts, input from parents and staff is important when considering available options. To that end, the District created a short, anonymous survey for parents and staff. The Administration will be sharing an overview of results from the survey during the June 22 Board Meeting.

Respectfully Submitted by:

Keith McBurnett
Superintendent of Schools



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For: Burnet Consolidated ISD Board of Trustees
Date: June 22, 2020
Action: Information
Department: Business Office

Agenda Item # 6B (Communications and Reports)

Financial Reports

Summary

The financial reports are included for your review. These are the unaudited reports of 19-20 fiscal year as of May 31, 2020.

- Monthly Financial Statement
- Fund Balance Report
- Investment Report
- Tax Collection Report
- Extra-Curricular Trip Report (not included this month due to COVID-19 work adjustments)
- Monthly Purchase Report
- American Express Payment Report
- Utility Reports
- Attorney Invoices
- CARES Act Funding Application and Planning

Respectfully Submitted by:

Clay Goehring
Director of Business and Finance

**BURNET CISD
MONTHLY FINANCIAL STATEMENT
FOR YEAR ENDED AUGUST 31, 2020**

GENERAL OPERATING FUND - 199																
	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	YTD TOTALS	BUDGET	AMOUNT REMAIN	USED/ REC
Revenues																
Local	160,595	1,689,223	1,559,496	12,006,749	9,574,758	2,086,682	461,425	275,871	405,312	-	-	-	28,220,111	28,713,297	493,186	98.28%
State	1,799,237	1,549,488	172,385	222,750	132,093	129,563	175,417	179,318	220,289	-	-	-	4,580,540	3,762,257	(818,283)	121.75%
Federal	203	12,500	29,577	10,474	22,714	12,345	23,927	2,192	317	-	-	-	114,249	565,000	450,751	20.22%
Total Revenues	1,960,035	3,251,210	1,761,457	12,239,973	9,729,564	2,228,590	660,769	457,382	625,918	-	-	-	32,914,900	33,040,554	125,654	99.62%
Expenditures																
11 Instructional	1,485,403	1,455,488	1,510,935	1,449,169	1,435,723	1,454,810	1,403,226	1,354,044	1,420,195	-	-	-	12,968,994	17,518,592	4,549,598	74.03%
12 Library	29,480	23,078	24,368	26,372	26,822	24,460	25,309	20,845	18,900	-	-	-	219,634	297,147	77,513	73.91%
13 Staff Development	53,737	36,653	31,793	25,683	23,757	31,574	75,941	24,761	(34,473)	-	-	-	269,426	671,440	402,014	40.13%
21 Instructional Leadership	53,404	38,874	35,285	35,918	35,028	35,462	35,411	34,772	37,373	-	-	-	341,525	483,795	142,270	70.59%
23 Campus Administration	157,087	154,860	155,466	155,538	158,007	166,856	155,491	153,253	154,699	-	-	-	1,411,257	1,964,748	553,491	71.83%
31 Counseling	66,597	76,662	85,634	81,771	94,383	98,543	87,945	90,945	76,759	-	-	-	759,238	918,734	159,496	82.64%
33 Health Services	24,610	26,694	24,357	24,978	28,131	25,739	25,392	24,882	24,562	-	-	-	229,346	317,935	88,589	72.14%
34 Student Transportation	93,445	133,111	313,501	192,460	224,269	198,920	183,621	150,095	131,168	-	-	-	1,620,590	1,743,569	122,979	92.95%
35 Food Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
36 Co-Curricular	102,477	152,409	99,938	125,535	104,719	126,211	72,866	65,420	82,016	-	-	-	931,590	1,286,174	354,584	72.43%
41 General Administration	172,142	129,948	124,116	113,221	146,607	137,763	114,934	116,762	117,876	-	-	-	1,173,368	1,653,335	479,967	70.97%
51 Plant Maintenance	561,095	427,473	372,991	472,651	465,562	432,183	283,647	271,869	210,144	-	-	-	3,497,616	4,576,631	1,079,015	76.42%
52 Security & Monitoring	9,447	241	2,064	126,219	31,230	32,704	42,449	31,230	31,230	-	-	-	306,814	338,354	31,540	90.68%
53 Data Processing	76,986	57,546	90,025	75,060	49,968	82,010	47,963	47,876	52,834	-	-	-	580,269	871,544	291,275	66.58%
61 Community Services	555	181	294	210	29	-	249	-	-	-	-	-	1,519	3,530	2,011	43.02%
71 Debt Service	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
91 State Recapture	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
99 TAX APPRAISALS COSTS	94,756	329	-	174	102,187	94,604	7,583	174	-	-	-	-	299,808	388,500	88,692	77.17%
00 Other Uses	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Total Expenditures	2,981,222	2,713,547	2,870,768	2,904,960	2,926,421	2,941,841	2,562,026	2,386,926	2,323,282	-	-	-	24,610,992	33,034,028	8,423,036	74.50%

Cash and Investment Balances	
May 31, 2020	
Local Maintenance	21,875,055
Technology Initiative	1,381,181
Food Service Fund	1,017,175
Debt Service Fund	6,187,301
Student Activity/Special Fund	952,437
Employee Health Insurance	51,329
Workers' Compensation	109,443
	\$ 31,573,920

Recap of Other Resources	
Assigned FB Turf Replacement	500,000
Assigned FB Future Recapture Payments	1,000,000
Assigned FB Professional Development	470,000
Assigned FB Mediation Agreement	195,000
	\$ 2,165,000

**BURNET CISD
MONTHLY FINANCIAL STATEMENT
FOR YEAR ENDED AUGUST 31, 2020**

FOOD SERVICE FUND - 240																
	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	May	June	July	August	YTD TOTALS	BUDGET	AMOUNT REMAIN	USED/ REC
Revenues																
Local	50,271	73,556	48,326	40,500	44,422	68,197	24,604	326	1,665	-	-	-	351,867	459,000	107,133	76.66%
State	3,981	3,916	3,713	3,999	4,064	3,791	3,760	12,683	3,960	-	-	-	43,866	54,800	10,934	80.05%
Federal	-	149,859	164,387	118,862	106,565	140,342	139,972	73,338	-	-	-	-	893,323	1,368,000	474,677	65.30%
Total Revenues	54,252	227,331	216,425	163,361	155,051	212,330	168,336	86,347	5,624	-	-	-	1,289,056	1,881,800	592,744	68.50%
Expenditures																
35 Food Services	96,350	99,528	229,118	136,383	133,700	153,666	152,934	106,308	65,265	-	-	-	1,173,251	1,879,662	706,411	62.42%
00 Indirect Costs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Total Expenditures	96,350	99,528	229,118	136,383	133,700	153,666	152,934	106,308	65,265	-	-	-	1,173,251	1,879,662	706,411	62.42%

DEBT SERVICE FUND - 599																
	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	May	June	July	August	YTD TOTALS	BUDGET	AMOUNT REMAIN	USED/ REC
Revenues																
Local	17,078	322,264	284,043	2,363,481	1,883,084	403,985	89,565	43,731	66,897	-	-	-	5,474,126	5,560,000	85,874	98.46%
State	-	83,438	76,593	-	-	-	-	-	-	-	-	-	160,031	-	(160,031)	0.00%
Total Revenues	17,078	405,702	360,636	2,363,481	1,883,084	403,985	89,565	43,731	66,897	-	-	-	5,634,157	5,560,000	(74,157)	101.33%
Expenditures																
71 Debt Services	-	-	-	-	695,200	-	-	-	-	-	-	-	695,200	4,741,000	4,045,800	14.66%
00 Other Uses	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Total Expenditures	-	-	-	-	695,200	-	-	-	-	-	-	-	695,200	4,741,000	4,045,800	14.66%



BURNET

Consolidated ISD

Fund Balance Report

May 31, 2020

General Fund (199)

			Totals
Audited Fund Balance 8/31/19			\$ 12,771,320
Less Assigned Fund Balance			\$ (2,165,000)
199-3590 Assigned Fund Balance - Other	Assigned	Expended to Date	Remaining Balance
Turf Replacement Set-Aside	\$ (500,000)	\$ -	\$ (500,000)
Future Recapture Payments	\$ (1,000,000)	\$ -	\$ (1,000,000)
Professional Development	\$ (470,000)	\$ -	\$ (470,000)
Mediation Agreement	\$ (195,000)	\$ -	\$ (195,000)
	<u>\$ (2,165,000)</u>	<u>\$ -</u>	<u>\$ (2,165,000)</u>
Less Inventories (3410)			\$ (2,330)
Less Prepaid Items (3430)			\$ (8,300)
Unassigned Fund Balance			<u>\$ 10,595,690</u>
Optimum Fund Balance (3 months operating expenses)			\$ 8,006,659
Difference			<u>\$ 2,589,030</u>

Food Service Fund (240)

			Totals
Audited Fund Balance 8/31/19			\$ 892,488
240-3450 Restricted Fund Balance-for the use of Federal Program only			
Less Assigned Fund Balance			\$ -
240-3590 Assigned Fund Balance - Other	Assigned	Expended to Date	Remaining Balance
	\$ -	\$ -	\$ -
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Less Inventories (3410)			\$ (107,781)
Reserved Fund Balance*			<u>\$ 784,707</u>
Cannot exceed three months operating expenses			\$ 467,666
Difference			<u>\$ 317,041</u>

Debt Service Fund (599)

		Totals
Audited Fund Balance 8/31/19		\$ 1,422,934
599-3480 Restricted Fund Balance-for the use of the retirement of debt only		
Restricted Fund Balance		<u>\$ 1,422,934</u>



BURNET
Consolidated ISD

Investment Report
May 31, 2020

Local Maintenance (199)

Description	Purchase/ Renewal Date	Security Description	Account Number	Maturity Date	Interest Rate	Purchase Price	Market Value	Future Plans
CD	03/16/19	First State Bank-Burnet	31968	03/16/21	1.50%	100,000.00	111,957.59	
CD	04/30/20	Wells Fargo Public Funds	7884899415	04/30/22	0.01%	200,000.00	206,927.04	
CD	05/30/18	UBS Bank USA	90348JCN8	06/01/20	2.70%	37,000.00	37,008.14	
CD	06/01/18	Mercantile Bank-Mlchigan	58740XZM5	06/01/20	2.75%	246,000.00	246,054.12	Working with FNC to on reinvestment stategies
CD	05/30/18	Investors Bank	46176PHV0	06/01/20	2.75%	246,000.00	246,054.12	
CD	11/16/18	Morgan Stanley Private Bank Natl Assn	61760ASM2	11/23/20	3.10%	246,000.00	249,616.20	
CD	02/19/20	BMO Harris Bank	05581WSU5	11/30/20	1.65%	247,000.00	248,931.54	
CD	11/16/18	Capital Bank Rockville	139805APO	11/30/20	3.05%	37,000.00	37,543.53	
CD	11/16/18	Compass Bank Birmingham	20451PVY9	11/30/20	3.10%	246,000.00	249,756.42	
CD	11/16/18	Wells Fargo Bank	949763VN3	11/30/20	3.10%	249,000.00	252,739.98	
CD	09/27/19	Cit Bk Natl Assn Pasadena CA	12556LBH8	03/29/21	1.85%	247,000.00	250,514.81	
CD	05/15/19	Flagstar Bk FSB Troy Mich	33847E2G1	05/24/21	2.45%	49,000.00	50,110.34	
CD	05/15/19	Sallie Mae Bk Salt Lake City	7954502Z7	05/24/21	2.45%	246,000.00	251,574.36	
CD	11/20/19	Greenwood Credit Union Warwick RI	397129AB3	11/22/21	1.70%	249,000.00	254,507.88	
CD	11/20/19	Goldman Sachs Bank USA NY	38149MKF9	11/22/21	1.70%	54,000.00	55,200.96	
CD	11/22/19	BMW Bank North America SLC	05580ATA2	11/22/21	1.70%	247,000.00	252,493.28	
CD	11/20/19	Morgan Stanley Bank North America	61690UPB0	11/22/21	1.75%	247,000.00	252,676.06	
CD	12/24/19	JPMorgan Chase Bank	48128LVZ9	12/24/21	1.80%	248,000.00	248,272.80	
CD	02/19/20	Wells Fargo National Bank	949495BD6	02/22/22	1.70%	249,000.00	255,366.93	
CD	02/19/20	Austin Telco FCU	052392AD9	02/28/22	1.65%	249,000.00	254,196.63	
Money Market		Financial Northeastern Companies	3360		0.22%	-	1,283,054.92	Holding funds due to unstable interest rates and economic environment
Investment Pool		TexPool	270200004		0.2685%	-	16,779,811.87	
							<u>\$ 22,074,369.52</u>	

Interest and Sinking (599)

Description	Purchase/ Renewal Date	Security Description	Account Number	Maturity Date	Interest Rate	Purchase Price	Market Value	Future Plans
CD	03/16/18	First State Bank-Burnet	31967	03/16/21	1.50%	100,000.00	111,957.59	
CD	04/30/20	Wells Fargo Public Funds	7884899407	04/30/22	0.01%	200,000.00	206,927.04	
Investment Pool		TexPool	270200003		0.2685%	-	5,805,913.93	
							<u>\$ 6,124,798.56</u>	

Special Fund (461)

Description	Purchase/ Renewal Date	Security Description	Account Number	Maturity Date	Interest Rate	Purchase Price	Market Value	Future Plans
Investment Pool		TexPool	270200002		0.2685%	-	<u>\$ 618,248.96</u>	

Certificate Of Deposit	4,330,387.36
Money Market (FNC)	1,283,054.92
TexPool	23,203,974.76
Grand Total	\$ 28,817,417.04

Clay Goehring, Director of Business and Finance

6/16/2020
Date

Jill Witt, Accounting Coordinator

6/16/2020
Date

Bond Defeasance Funds In Escrow	
Beginning Market Value	\$ -
Income Earned	\$ 10,745.10
Contributions	\$ 2,841,655.85
Withdrawals	\$ (55,425.00)
Ending Market Value	\$ 2,796,975.95



BURNET Consolidated ISD

Monthly Tax Collection Report

2019 Tax Year (FY September 1, 2019 to August 31, 2020)

Tax Collections	Levy	September	October	November	December	January	February	March	April	May	June	July	August	Total Collections	Outstanding / (Excess)
2019 Certified	\$ 33,746,541.00	\$ -	\$ 1,878,498.10	\$ 1,691,245.87	\$ 14,230,630.69	\$ 11,328,472.52	\$ 2,346,684.69	\$ 419,064.78	\$ 220,789.26	\$ 300,379.66	\$ -	\$ -	\$ -	\$ 32,415,765.57	\$ 1,330,775.43
Delinquent as 9/1/2019	\$ 1,270,258.42	\$ 73,339.19	\$ 49,727.64	\$ 18,284.22	\$ 77,226.01	\$ 71,138.99	\$ 26,140.13	\$ 41,677.41	\$ 9,064.57	\$ 48,590.53	\$ -	\$ -	\$ -	\$ 415,188.69	\$ 855,069.73
Penalty & Interest		\$ 16,799.19	\$ 14,579.83	\$ 5,850.92	\$ 18,528.63	\$ 13,796.51	\$ 49,065.86	\$ 47,026.05	\$ 22,988.95	\$ 45,812.76	\$ -	\$ -	\$ -	\$ 234,448.70	
Under/Over		\$ 4.25	\$ 14,573.89	\$ 2.51	\$ 4.10	\$ 15.04	\$ 4,613.29	\$ 4.12	\$ 11.36	\$ 5.95	\$ -	\$ -	\$ -	\$ 19,234.51	
Total	\$ 35,016,799.42	\$ 90,142.63	\$ 1,957,379.46	\$ 1,715,383.52	\$ 14,326,389.43	\$ 11,413,423.06	\$ 2,426,503.97	\$ 507,772.36	\$ 252,854.14	\$ 394,788.90	\$ -	\$ -	\$ -	\$ 33,084,637.47	\$ 2,185,845.16
% of Certified Levy Collected Prior Year Comparison		0.00%	5.57%	10.58%	52.75%	86.32%	93.27%	94.51%	95.17%	96.06%	96.06%	96.06%	96.06%		3.94%
% of Delinquent Collected		0.00%	5.83%	11.42%	54.68%	87.51%	95.77%	97.21%	97.91%	98.99%	99.55%	100.15%	100.40%		1.66%
		5.77%	9.69%	11.13%	17.21%	22.81%	24.87%	28.15%	28.86%	32.69%	32.69%	32.69%	32.69%		67.31%

M & O 2019 Tax Year

Tax Collections	September	October	November	December	January	February	March	April	May	June	July	August	Total Collections
Current	\$ -	\$ 1,568,668.71	\$ 1,412,791.24	\$ 11,886,311.78	\$ 9,463,297.86	\$ 1,960,404.30	\$ 349,996.82	\$ 184,537.38	\$ 250,988.99	\$ -	\$ -	\$ -	\$ 27,076,997.08
Delinquent Penalty & Interest	\$ 61,278.86	\$ 41,413.41	\$ 15,299.80	\$ 63,929.22	\$ 59,303.19	\$ 21,793.32	\$ 34,160.13	\$ 7,527.70	\$ 40,209.65	\$ -	\$ -	\$ -	\$ 344,915.28
	\$ 13,970.90	\$ 12,086.84	\$ 4,872.29	\$ 15,232.99	\$ 11,417.57	\$ 40,950.97	\$ 39,041.36	\$ 19,180.22	\$ 38,068.61	\$ -	\$ -	\$ -	\$ 194,821.75
Under/Over	\$ 4.25	\$ 14,573.89	\$ 2.51	\$ 4.10	\$ 15.04	\$ 4,613.29	\$ 4.12	\$ 11.36	\$ 5.95	\$ -	\$ -	\$ -	\$ 19,234.51
Total	\$ 75,254.01	\$ 1,636,742.85	\$ 1,432,965.84	\$ 11,965,478.09	\$ 9,534,033.66	\$ 2,027,761.88	\$ 423,202.43	\$ 211,256.66	\$ 329,273.20	\$ -	\$ -	\$ -	\$ 27,635,968.62

I & S 2019 Tax Year

Tax Collections	September	October	November	December	January	February	March	April	May	June	July	August	Total Collections
Current	\$ -	\$ 309,829.39	\$ 278,454.63	\$ 2,344,318.91	\$ 1,865,174.66	\$ 386,280.39	\$ 69,067.96	\$ 36,251.88	\$ 49,390.67	\$ -	\$ -	\$ -	\$ 5,338,768.49
Delinquent Penalty & Interest	\$ 12,060.33	\$ 8,314.23	\$ 2,984.42	\$ 13,296.79	\$ 11,835.80	\$ 4,346.81	\$ 7,517.28	\$ 1,536.87	\$ 8,380.88	\$ -	\$ -	\$ -	\$ 70,273.41
	\$ 2,828.29	\$ 2,492.99	\$ 978.63	\$ 3,295.64	\$ 2,378.94	\$ 8,114.89	\$ 7,984.69	\$ 3,808.73	\$ 7,744.15	\$ -	\$ -	\$ -	\$ 39,626.95
Under/Over	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 14,888.62	\$ 320,636.61	\$ 282,417.68	\$ 2,360,911.34	\$ 1,879,389.40	\$ 398,742.09	\$ 84,569.93	\$ 41,597.48	\$ 65,515.70	\$ -	\$ -	\$ -	\$ 5,448,668.85

**Burnet Consolidated ISD
Monthly Purchase Report
May 2020**

Campus/Department	Check No.	Check Date	Vendor Name	Account Code	Description	Amount
COVID-19	208833	5/8/20	Borden	242 E 35 6341 00 888 0 99 C19	COVID19-Food	\$ 5,345.86
COVID-19	208835	5/8/20	Burnet Storm's Inc.	242 E 35 6342 00 888 0 99 C19	COVID19-Non Food	\$ 455.90
COVID-19	208836	5/8/20	Butterkrust Bakery, Inc	242 E 35 6341 00 888 0 99 C19	COVID19-Food	\$ 275.10
COVID-19	208843	5/8/20	Gulf Coast Paper Company	242 E 35 6342 00 888 0 99 C19	COVID19-Non Food	\$ 1,530.24
COVID-19	208844	5/8/20	Labatt Food Service	242 E 35 6341 00 888 0 99 C19	COVID19-Food	\$ 17,502.07
COVID-19	208844	5/8/20	Labatt Food Service	242 E 35 6342 00 888 0 99 C19	COVID19-Non Food	\$ 63.48
COVID-19	208821	5/1/20	Matera Paper Co	199 E 11 6399 00 999 0 11 C19	3 Ply PPE Face Masks	\$ 500.00
COVID-19	208889	5/22/20	Matera Paper Co	199 E 11 6399 00 999 0 11 C19	Alcohol Hand Sanitizer	\$ 1,040.00
COVID-19	208903	5/29/20	Staples, Inc.	199 E 11 6399 00 999 0 11 C19	Envelopes and Mailing Supplies for At-Home Instruction	\$ 1,534.28
COVID-19	208851	5/8/20	Walsh Gallegos Trevino Russo & Kyle	199 E 41 6211 00 701 0 23 C19	Professional Services through April 15, 2020-COVID	\$ 11,953.29
COVID-19	208825	5/1/20	XLR8	199 E 11 6399 00 999 0 11 C19	Labels for student work return stations	\$ 310.00
COVID-19	003364	5/15/20	XLR8	199 E 11 6399 12 999 0 11 C19	Senior Signs	\$ 3,520.00
Burnet High School	003362	5/15/20	Burnet Veterinary Clinic Inc	461 E 11 6399 44 001 0 00 000	Emergency Surgery on a Cow	\$ 800.00
Burnet High School	208883	5/22/20	Cavitt, Barry L.	199 E 11 6399 01 001 0 22 021	Officials for contest	\$ 150.00
Burnet High School	003368	5/29/20	Christopher O'brien	461 E 11 6399 66 001 0 00 000	CX District Preparation	\$ 225.00
Burnet High School	208884	5/22/20	Colbak Designs LLC	199 E 36 6399 44 001 0 22 021	12 awards for online FFA contest	\$ 240.00
Burnet High School	003369	5/29/20	Julian Erdmann	461 E 11 6399 66 001 0 00 000	CX District Preparation	\$ 225.00
Burnet High School	208866	5/15/20	Labatt Food Service	199 E 11 6399 36 001 0 22 021	Culinary Supplies	\$ 351.97
Burnet High School	003370	5/29/20	Nassp	865 E 36 6399 51 001 0 00 000	Affiliation Fee for New Sponsor	\$ 385.00
Burnet High School	208822	5/1/20	National Art Honor Society	199 E 11 6497 13 001 0 11 006	National Art Honor Awards	\$ 535.99
Burnet High School	003371	5/29/20	Overall Recognition, Llc	865 E 36 6399 51 001 0 00 000	Faculty robes & hoods for graduation	\$ 446.00
Burnet High School	208898	5/29/20	Quadiant Finance USA, Inc.	199 E 11 6399 96 001 0 11 006	Postage	\$ 1,000.00
Burnet High School	208899	5/29/20	Quill Corp	199 E 11 6399 31 001 0 22 021	BioMed Supplies	\$ 337.49
Burnet High School	208899	5/29/20	Quill Corp	199 E 11 6399 02 001 0 22 021	Business Class Supplies	\$ 343.23
Burnet High School	208901	5/29/20	Round Rock High School	199 E 36 6499 61 001 0 99 006	Entry Fees for RR HS UIL Invitational	\$ 430.00
Burnet High School	208892	5/22/20	Strait Music Company, Inc.	199 E 11 6249 00 001 0 11 020	Band Repairs	\$ 4,144.91
Burnet High School	208892	5/22/20	Strait Music Company, Inc.	199 E 11 6399 00 001 0 11 020	Band Supplies (Tuners and Microphones)	\$ 878.51
Burnet High School	208848	5/8/20	TCEA	199 E 12 6411 14 001 0 99 006	Conference Registration and LIB-SIG Meeting	\$ 359.00
Burnet High School	003360	5/1/20	Texas Art Education Assn	865 E 36 6399 13 001 0 00 000	TAEA VASE Region and Area Patches	\$ 525.00
Burnet High School	003366	5/22/20	The College Board	461 E 11 6399 00 001 0 00 000	SAT School Day	\$ 3,279.00
Burnet High School	003363	5/15/20	Tramodus L.isom, Dvm	461 E 36 6399 44 001 0 00 000	Large Animal Health Cert	\$ 40.00
Burnet High School	003367	5/22/20	XLR8	865 E 36 6399 11 001 0 00 000	Senior Shirts	\$ 1,480.00
Burnet HS/MS Choir	208871	5/15/20	Patti DeWitt, Inc.	199 E 11 6399 16 999 0 11 025	Choir Supplies	\$ 720.50
Quest High School	208880	5/15/20	XLR8	199 E 11 6399 00 003 0 24 005	Graduates signs	\$ 200.00
Burnet Middle School	208904	5/29/20	Strait Music Company, Inc.	199 E 11 6249 00 041 0 11 020	Band Repairs	\$ 96.00
Athletics	003353	5/1/20	AFTEX PROV, Inc.	461 E 36 6399 05 942 0 00 000	Meals	\$ 51.79
Athletics	208807	5/1/20	Anthony Metcalf	199 E 36 6219 29 942 0 91 019	Game Fee \$70.00, Travel \$30.00 - Girls Varsity	\$ 100.00
Athletics	208882	5/22/20	AU Concepts & Designs LLC	199 E 36 6399 02 942 0 91 019	Football helmet decals	\$ 1,787.50
Athletics	208808	5/1/20	Balfour	199 E 36 6497 00 942 0 91 019	Letter Jackets - Athletics	\$ 380.00
Athletics	003354	5/1/20	Beets, Bruce	461 E 36 6399 16 942 0 00 000	Game fee \$350, Travel \$30	\$ 380.00
Athletics	208834	5/8/20	BSN Sports	199 E 36 6397 26 942 0 91 019	HS Volleyball Supplies	\$ 2,442.30
Athletics	003361	5/8/20	Burnet Trophies & Awards	461 E 36 6399 11 942 0 00 000	Golf Tournament Awards	\$ 211.00
Athletics	208857	5/15/20	Carter, Raymond	199 E 36 6219 29 942 0 91 019	Game Fee \$170	\$ 170.00
Athletics	208813	5/1/20	Clarence Sims	199 E 36 6219 29 942 0 91 019	Game Fee \$140.00, Travel \$30.00	\$ 170.00
Athletics	003365	5/22/20	D&j Sports, Inc.	461 E 36 6399 18 942 0 00 000	Swim Uniforms	\$ 2,050.00
Athletics	003355	5/1/20	Damico, James	461 E 36 6399 16 942 0 00 000	Game fee \$350, Travel \$30	\$ 380.00
Athletics	208859	5/15/20	Dunnels, Jr., Niles A.	199 E 36 6219 29 942 0 91 019	Game Fee \$150	\$ 150.00
Athletics	208860	5/15/20	Eugene G. Barbero	199 E 36 6219 29 942 0 91 019	Game Fee \$70	\$ 70.00
Athletics	208841	5/8/20	Ez Flex Llc	199 E 36 6399 45 942 0 91 019	6'x42'x1-3/8" carpet roll black ez flex	\$ 5,859.00
Athletics	208862	5/15/20	Harrington, Jr., William C.	199 E 36 6219 29 942 0 91 019	Game Fee \$170, \$90	\$ 260.00
Athletics	208853	5/11/20	Henry Garcia	199 E 36 6219 29 942 0 91 019	Game Fee \$70.00, Travel \$45.00	\$ 115.00
Athletics	208815	5/1/20	Jesse Vasquez	199 E 36 6219 29 942 0 91 019	Game fee \$60, Travel \$30	\$ 90.00
Athletics	208816	5/1/20	Lampasas High School	199 E 36 6412 13 942 0 91 019	Meals Deals	\$ (30.00)
Athletics	208818	5/1/20	Liberty Hill ISD	199 E 36 6412 22 942 0 91 019	Meal Deals-Track HS Boys	\$ 192.00
Athletics	208818	5/1/20	Liberty Hill ISD	199 E 36 6412 24 942 0 91 019	Meal Deals-Track HS Girls	\$ 192.00
Athletics	208819	5/1/20	Marble Falls Isd	199 E 36 6499 36 942 0 91 000	Boys BB Playoffs	\$ 69.76
Athletics	208820	5/1/20	Marvin Richter	199 E 36 6219 29 942 0 91 019	Game Fee \$140.00, Travel \$30.00	\$ 170.00
Athletics	208868	5/15/20	Meloon, Sr., Matthew Lee	199 E 36 6219 29 942 0 91 019	Game Fee \$190	\$ 190.00
Athletics	003357	5/1/20	Mondello, Richard	461 E 36 6399 16 942 0 00 000	Game Fee \$140, Travel \$30	\$ 170.00
Athletics	003372	5/29/20	Riddell All American	461 E 36 6399 30 942 0 00 000	MS Reconditioning	\$ 1,039.08
Athletics	208900	5/29/20	Riddell All American	199 E 36 6249 37 942 0 91 019	Ms Reconditioning	\$ 2,700.00
Athletics	208823	5/1/20	Rodney Allen Howard	199 E 36 6219 29 942 0 91 019	Game fee \$60, Travel \$30	\$ 90.00
Athletics	003358	5/1/20	Stephen Dibenedetto	461 E 36 6399 16 942 0 00 000	Game fee \$350, Travel \$30	\$ 380.00
Athletics	003359	5/1/20	Steve Maloy	461 E 36 6399 16 942 0 00 000	Game Fee \$350, Travel \$30	\$ 380.00
Athletics	208874	5/15/20	Stout, Cheyenne Rae	199 E 36 6219 29 942 0 91 019	Game fee \$70	\$ 70.00
Athletics	208876	5/15/20	Tejada, Luis Alberto	199 E 36 6219 29 942 0 91 019	Game \$170	\$ 170.00
Athletics	208854	5/11/20	Timothy A. Christoff	199 E 36 6219 29 942 0 91 019	Game Fee \$70.00, Travel \$45.00	\$ 115.00
Athletics	208879	5/15/20	Villanueva, Ricardo	199 E 36 6219 29 942 0 91 019	Game \$170.00	\$ 170.00
Athletics	208909	5/29/20	William C. Blanton	199 E 36 6219 29 942 0 91 019	Game Fee \$130, Travel \$45	\$ 175.00
Athletics	003373	5/29/20	XLR8	461 E 36 6399 04 942 0 00 000	Screen Print g800 black	\$ 49.80
Business Office	208885	5/22/20	Evans, Paul	199 R 00 5719 00 000 0 00 000	Refund P&I Tax paid in 2019-20	\$ 157.18
Business Office	208886	5/22/20	Goldsmith, Henry	199 R 00 5719 00 000 0 00 000	Refund P&I Tax paid in 2019-20	\$ 42.00
Business Office	208887	5/22/20	Great American Financial Services	199 E 41 6249 95 750 0 99 011	Papercut Software	\$ 875.00
Business Office	208864	5/15/20	Houston Isd Medicaid Finance	199 E 41 6219 00 750 0 99 011	TMHP Reimbursement	\$ 1,927.02
Business Office	208898	5/29/20	Quadiant Finance USA, Inc.	199 E 41 6269 96 750 0 99 011	Postage	\$ 2,000.00
Business Office	208905	5/29/20	Tfs Leasing	199 E 41 6249 95 750 0 99 011	Copier Leases	\$ 222.72
Business Office	208908	5/29/20	Toshiba Financial Services	199 E 41 6269 95 750 0 99 011	Copier Lease	\$ 6,536.88
Curriculum and Instruction	208867	5/15/20	Lead4ward,lrc	211 E 13 6411 00 901 0 24 000	Registration for BJ Gates-Lead4Ward	\$ 210.00
Custodial Services	208809	5/1/20	Buckeye Cleaning Center	199 E 51 6319 44 913 0 99 018	Slow-Speed Buffer with tank	\$ 3,272.45
Custodial Services	208821	5/1/20	Matera Paper Co	199 E 51 6319 00 913 0 99 018	Custodial Supplies	\$ 1,178.05
District Wide	208829	5/4/20	Bertram Blend & Boutique	199 E 11 6499 00 999 0 11 000	Teacher Appreciation Gift Cards	\$ 500.00
District Wide	208895	5/29/20	Bible Trucking / John William Bible	199 E 51 6629 00 999 0 99 000	Haul Off Baseball Field	\$ 7,500.00
District Wide	208812	5/1/20	City Of Burnet	199 E 52 6219 00 999 0 99 000	School Resource Officer-April	\$ 31,229.82
District Wide	208896	5/29/20	City Of Burnet	199 E 52 6219 00 999 0 99 000	School Resource Officer May	\$ 31,229.82
District Wide	208817	5/1/20	Law Office of Jennifer D. Ward PLLC	199 E 41 6299 48 999 0 99 000	Settlement Agreement Payment-case 451-2020-00607	\$ 3,000.00
District Wide	208873	5/15/20	Shades of Texas, LLC	429 E 52 6249 00 999 0 99 000	Installation of 3M Ultra 600 Security Window-BMS	\$ 8,942.00
District Wide	208830	5/4/20	Unshakeable Grounds Coffee Shop	199 E 11 6499 00 999 0 11 000	Teacher Appreciation Gift Cards-1st pickup	\$ 500.00
District Wide	208831	5/4/20	Unshakeable Grounds Coffee Shop	199 E 11 6499 00 999 0 11 000	Teacher Appreciation gift Cards - 2nd pickup	\$ 750.00
Facilities & Operations	208827	5/1/20	Atmos Energy	199 E 51 6258 00 907 0 99 000	Gas Utility Bill	\$ 1,459.51
Facilities & Operations	208832	5/8/20	Atmos Energy	199 E 51 6258 00 907 0 99 000	Gas Utility Bill	\$ 117.87
Facilities & Operations	208852	5/8/20	Atmos Energy	199 E 51 6258 00 907 0 99 000	Gas Utility Bill	\$ 50.22
Facilities & Operations	208881	5/22/20	Atmos Energy	199 E 51 6258 00 907 0 99 000	Gas Utility Bill	\$ 329.17

Facilities & Operations	208894	5/29/20	Atmos Energy	199 E 51 6258 00 907 0 99 000	Gas Utility Bill	\$	786.95
Facilities & Operations	208837	5/8/20	City Of Bertram	199 E 51 6255 00 907 0 99 000	Water / Sewage Bill April	\$	1,117.46
Facilities & Operations	208814	5/1/20	Collier Materials	199 E 51 6399 41 907 0 99 017	Materials	\$	3.90
Facilities & Operations	208888	5/22/20	L & W Supply Corp	199 E 51 6399 60 907 0 99 017	Ceiling Tiles	\$	622.20
Facilities & Operations	208845	5/8/20	Pedernales Electric Coop	199 E 51 6257 00 907 0 99 000	Electric 3/21/20-4/21/2020	\$	2,157.51
Facilities & Operations	208891	5/22/20	Spectrum	199 E 51 6249 71 907 0 99 017	Preseason Inspection of Scoreboards	\$	785.00
Facilities & Operations	208903	5/29/20	Staples, Inc.	199 E 51 6399 60 907 0 99 017	Staples packing tape 6 rolls at 109 yards	\$	215.90
Food Services	208893	5/22/20	Trane U.s., Inc.	240 E 35 6249 00 888 0 99 013	HVAC Fan Motor for Food Service	\$	204.22
Special Programs	208811	5/1/20	Candor Consulting/ Diagnostics, Lc	199 E 31 6219 00 902 0 23 015	LSSP Evaluation and report writing services	\$	250.00
Special Programs	208858	5/15/20	Crisis Prevention Institute, Inc.	199 E 21 6495 21 902 0 99 015	Annual Membership CPI Fee-Carruthers and White	\$	300.00
Special Programs	208839	5/8/20	Debra S. Nickle	199 E 11 6219 14 902 0 23 015	Contract Physical Therapy Services	\$	3,150.00
Special Programs	208897	5/29/20	Debra S. Nickle	199 E 11 6219 14 902 0 23 015	Contract Physical Therapy Services	\$	2,962.50
Special Programs	208897	5/29/20	Debra S. Nickle	224 E 11 6219 82 902 0 23 000	Contract Physical Therapy Services - Homeschool	\$	75.00
Special Programs	208840	5/8/20	ED311	199 E 31 6411 00 902 0 99 015	Special Education Law Conference	\$	300.00
Special Programs	208842	5/8/20	Gay Boyer	199 E 11 6219 01 902 0 23 015	VI Services-April	\$	956.25
Special Programs	208872	5/15/20	Scottish Rite Learning Center	199 E 13 6411 00 902 0 37 015	Guenter -Take Flight Advanced Training	\$	1,800.00
Special Programs	900000208	5/29/20	Simpson, Jennifer K	199 E 31 6411 19 902 0 24 015	February 2020 Mileage	\$	155.00
Special Programs	900000208	5/29/20	Simpson, Jennifer K	199 E 31 6411 19 902 0 24 015	March 2020 Mileage	\$	39.90
Special Programs	208846	5/8/20	Stephanie Lynn Figioli	199 E 11 6219 15 902 0 23 015	OT Services April	\$	5,400.00
Special Programs	208847	5/8/20	Tcase	199 E 13 6411 00 902 0 23 015	TCASE Interactive Conference	\$	295.00
Special Programs	208875	5/15/20	Tcase	199 E 13 6495 00 902 0 99 015	TCASE Membership Dues & Insurance for Simpson	\$	165.00
Special Programs	208849	5/8/20	The Devereux Foundation	224 E 11 6219 00 902 0 23 000	March 2020 Residential Services	\$	14,167.00
Special Programs	208896	5/29/20	The Devereux Foundation	224 E 11 6219 00 902 0 23 000	February 2020 Residential Services	\$	8,226.00
Special Programs	208878	5/15/20	Trinity ES, LLC	199 E 31 6219 00 902 0 23 015	SPED Services-Evaluation of students	\$	4,480.00
Special Programs	208850	5/8/20	Valerie Kelly	199 E 11 6219 15 902 0 23 015	OT Services Provided by OTR	\$	4,200.00
Special Programs	208850	5/8/20	Valerie Kelly	224 E 11 6219 82 902 0 23 000	OT Services provided by OTR for home school	\$	375.00
Special Programs	208824	5/1/20	Whispering Hills Achievement Center	224 E 11 6219 00 902 0 23 000	March 2020 Residential Services-GC	\$	12,766.85
Superintendent	208810	5/1/20	Burnet Trophies & Awards	199 E 41 6497 81 701 0 99 007	Engraving for Personnel Banquet Awards	\$	225.20
Superintendent	208855	5/11/20	US Postal Service	199 E 41 6399 58 701 0 99 007	Postage for Save your Seat postcards	\$	753.36
Superintendent	208851	5/8/20	Walsh Gallegos Trevino Russo & Kyle	199 E 41 6211 00 701 0 99 007	Professional Services through April 15, 2020	\$	94.50
Superintendent	208851	5/8/20	Walsh Gallegos Trevino Russo & Kyle	199 E 41 6211 48 701 0 99 007	Professional Services through April 15, 2020-Mediation	\$	1,062.00
Technology	208826	5/1/20	At&t	199 E 53 6256 53 805 0 99 012	Service & Long Distance charges 4/19/20	\$	43.03
Technology	208856	5/15/20	At&t	199 E 53 6256 53 805 0 99 012	Long Distance Services/Charges	\$	158.81
Technology	208838	5/8/20	City Of Burnet	199 E 53 6399 86 805 0 99 012	Annual Pole Rental	\$	729.75
Technology	208861	5/15/20	Frontier Southwest Incorporated	199 E 53 6256 53 805 0 99 012	Phone Services 4/28-5/27/2020	\$	2,912.14
Technology	208902	5/29/20	Rubicon Communications, Llc	199 E 53 6399 43 805 0 99 012	Hardware for firewall upgrade	\$	2,680.13
Technology	208828	5/1/20	Time Warner Cable	199 E 53 6256 55 805 0 99 012	Ethernet Intrastate May	\$	388.15
Technology	208907	5/29/20	Time Warner Cable	199 E 53 6256 55 805 0 99 012	Internet Services	\$	816.42
Transportation	208863	5/15/20	Hoovers Builders & Supply	199 E 34 6399 69 905 0 99 016	Parts for repair	\$	295.17
Transportation	208865	5/15/20	J And P Management, Llc	199 E 34 6219 35 905 0 99 016	Non-DOT Drug Screen	\$	50.00
Transportation	208869	5/15/20	Mustang Equipment	199 E 34 6399 69 905 0 99 016	JDC-Rotary Switch	\$	64.62
Transportation	208870	5/15/20	Napa Auto Parts	199 E 34 6399 69 905 0 99 016	Parts for Repair	\$	227.46
Transportation	208890	5/22/20	Napa Auto Parts	199 E 34 6399 69 905 0 99 016	Parts for repair	\$	472.55
Transportation	208877	5/15/20	Texas Building And Roofing, Inc	199 E 34 6399 69 905 0 99 016	Parts for Repair	\$	229.20
UIL District Chair	003356	5/1/20	Liberty Hill ISD	876 L 00 2191 00 000 0 00 000	UIL-One Act Play @ Liberty Hill High School-3/3/2020	\$	107.37

Burnet Consolidated ISD
 AMEX Payment Report
 May 2020

Campus / Department	Transaction	Vendor Name	Account Code	Description	Amount
COVID-19	5/1/2020	GOOGLE VOICE INC	199 E 11 6249 00 999 0 11 C19	Google Voice - April	\$ 6,101.98
COVID-19	5/5/2020	USPS PO BURNET	199 E 11 6399 00 999 0 11 C19	Postage	\$ 13.90
ICE Funds	5/27/2020	AMAZON MARKEPLACE NA - PA	199 E 11 6399 00 999 0 11 023	ICE Funds - Teacher Supplies	\$ 82.35
Burnet High School	5/27/2020	AMAZON MARKEPLACE NA - PA	199 E 23 6399 00 001 0 99 006	Office Supplies	\$ 239.96
Burnet High School	5/27/2020	AMAZON.COM LLC	199 E 23 6399 00 001 0 99 006	Office Supplies	\$ 5.99
Burnet High School	5/27/2020	OFFICE DEPOT 2541	865 E 36 6399 11 001 0 00 000	Graduation supplies	\$ 94.95
Burnet Middle School	5/27/2020	NATIONAL ASSOCIATION OF S	199 E 23 6411 00 041 0 99 004	Refund 2020 National Principals Conference	\$ (595.00)
Bertram Elementary School	4/28/2020	AMAZON MARKEPLACE NA - PA	199 E 11 6399 00 102 0 11 002	Blue Masking Tape - Teacher Supplies	\$ 29.98
Bertram Elementary School	5/21/2020	OPERATIONJUMP.COM	461 E 11 6399 00 102 0 00 000	Refund from Operation Jump for water slide for field day	\$ (345.60)
Athletics	5/11/2020	TEXASCOACH.NETWORK	199 E 36 6495 38 942 0 91 019	The Texas Coach Network subscription	\$ 1,000.00
District Wide	5/3/2020	MOJO COFFEE, LLC	199 E 11 6499 00 999 0 11 000	Teacher Appreciation	\$ 1,250.00
Facilities & Operations	5/14/2020	CITY OF BURNET	199 E 51 6255 00 907 0 99 000	Water	\$ 3,141.79
Facilities & Operations	5/14/2020	CITY OF BURNET	199 E 51 6259 00 907 0 99 000	Sewer	\$ 2,318.81
Facilities & Operations	5/14/2020	CITY OF BURNET	199 E 51 6257 00 907 0 99 000	Electric	\$ 25,463.60
Facilities & Operations	5/14/2020	CITY OF BURNET	199 E 51 6259 00 907 0 99 000	Garbage	\$ 5,001.56
Food Service	5/27/2020	AMAZON MARKEPLACE NA - PA	240 E 35 6399 00 888 0 99 013	Money Maker Pens - Counterfeit detector pen	\$ 17.77
Food Service	5/19/2020	HEB FOOD STORES 433	242 E 35 6342 00 888 0 99 013	Coolers for summer program	\$ 37.35
Special Programs	5/6/2020	AMAZON.COM LLC	199 E 31 6339 19 902 0 24 015	Testing Supplies	\$ 18.13
Special Programs	5/1/2020	SUPPLIER NAME PENDING	199 E 21 6411 00 902 0 99 015	National Educators Law Institute - Simpson	\$ 35.00
Special Programs	5/1/2020	SUPPLIER NAME PENDING	199 E 31 6411 00 902 0 99 015	National Educators Law Institute - Morris	\$ 35.00
Special Programs	5/1/2020	SUPPLIER NAME PENDING	199 E 31 6411 00 902 0 99 015	National Educators Law Institute - Allen	\$ 35.00
Technology	5/28/2020	AMAZON MARKEPLACE NA - PA	199 E 53 6399 86 805 0 99 012	Network Supplies and Access Points	\$ 2,146.85
Technology	5/7/2020	AMAZON.COM LLC	199 E 11 6399 00 805 0 11 012	External Hard Drive - 8 TB	\$ 151.99

UTILITY USAGE

June 2020 (Billing for May 2020)

	2019			2020		
	Electricity	Gas	Water	Electricity	Gas	Water
	KWH	CCF	Gallons	KWH	CCF	Gallons
Athletics	17,685	16	33,127	18,475	25	256,400
Bertram Elementary	45,700	67	36,200	28,639	472	9,000
Burnet High School	237,057	238	106,400	115,069	180	29,897
Burnet Middle School	116,400	514	91,100	64,946	457	32,900
Central Office/Red Brick Building	14,814	0	8,270	10,732	0	5,320
Facilities & Operations	488	8	8,990	3,059	13	7,640
Parent Resource Center	2,373	0	Included in CO	1,157	0	included in CO
Professional Development Center	1,880	3	240	2,080	5	160
Quest High School	27,938	86	15,300	27,778	141	11,700
RJ Richey Elementary	75,000	159	51,240	53,157	118	1,500
Shady Grove Elementary	59,500	153	218,900	32,657	156	1,300
Transportation	7,217	0	6,700	3,935	0	700
	610,402	1,244	576,467	361,684	1,567	3,565

UTILITY COST

June 2020 (Billing for May 2020)

	2019			2020		
	Electricity	Gas	Water	Electricity	Gas	Water
Athletics	1,994	47	513	2,055	59	1,887
Bertram Elementary	4,095	118	401	2,739	(512)	270
Burnet High School	25,309	137	1,552	12,229	126	1,120
Burnet Middle School	12,597	366	1,101	7,015	374	810
Central Office/Red Brick Building	1,705	50	113	1,219	54	97
Facilities & Operations	422	94	74	379	108	33
Parent Resource Center	273	0	Included in CO	136	0	Included in CO
Professional Development Center	218	51	54	238	56	36
Quest High School	3,088	82	231	3,028	111	210
RJ Richey Elementary	8,149	108	667	5,755	101	382
Shady Grove Elementary	6,568	108	1380	3,546	126	124
Transportation	848	0	109	476	0	76
	65,266	1,161	6,195	38,814	604	5,043

CARES Act Funding and Documentation FAQ

Click on the section topics below to go directly to that section of the FAQ

[General Guidance](#)

[Cares Act – Elementary and Secondary School Emergency Relief \(ESSER\) Grants](#)

[State Aid Implications for ESSER Grants](#)

[Cares Act – Coronavirus Relief Fund \(CRF\)](#)

[Required Documentation](#)

General Guidance

1. What funding to LEAs is available under the CARES Act? **Posted May 21, 2020**

- Multiple fund sources for K-12 education are included in the Coronavirus Aid, Relief and Economic Security (CARES) Act. There are four that will potentially impact your LEA.
 1. Section 18003, Elementary and Secondary School Emergency Relief Fund (ESSER) – a minimum of 90% of the ESSER grant to TEA will be allocated to LEAs that received Title I, Part A funding in school year 2019-2020 (see ESSER section below)
 2. Title VIII of Division B, Child Care Development Block Grant (CCDBG) – this funding will provide reimbursement to the small number of LEAs that provided childcare to the children of essential workers as defined in the statute
 3. Section 5001, Coronavirus Relief Fund (CRF) – this funding is administered by the Governor’s Office and is designated for state, high population county and city uses; the Governor and legislative leadership have approved an amount of the state’s portion of the CRF for use in reimbursing school systems for COVID-19 expenses (see CRF section below)
 4. Title VIII of Division B, School Emergency Response to Violence (SERV) – this funding is expected to be released by USDE in the fall and is expected to be a formula grant program which could fund some additional COVID-9 related expenditures

In addition to CARES Act funding, FEMA reimbursement will also be available to LEAs. The National School Lunch program also received additional funding under the CARES Act to support additional meals provided through their normal formula program.

2. For a charter school that receives the PPP loan, what account code will be used for a charter to record the loan proceeds/revenue? Assuming it is ultimately forgiven. **Posted May 28, 2020**

Charters should record it like other grants if partial or total forgiveness is expected. As the requirements of the loan are met and is officially forgiven they would recognize the forgiveness as a revenue and reduce the loan payable. For the portion of the loan that is not met it would remain recorded as a loan payable and would accrue interest. This would be recorded in fund 420 with federal revenue object code 5949. It would be reported separately from CARES (ESSER) funding.

If the charter receives PPP for COVID-19 related expenses, those expenses are not reimbursable under the CRF reimbursement program described below. The charter school may not request CRF reimbursement for any expenses already paid for with the PPP program.

- 3. Will CARES Act Funds be allowed to replace lost revenues in the Child Nutrition Budget to offset the wages LEAs continued to pay employees while not working during school closures? Also for wages incurred to provide meals to our community under the Summer Feeding Program? Posted May 28, 2020**

These activities could be paid under the ESSER grant. However, since the lost revenues are not additive, supplemental expenses to the LEA, the lost revenues would not be allowable for CRF reimbursement.

- 4. Is it possible to pay for portables with FEMA funds? Posted May 28, 2020**

No, not under the Category B costs, which are the only allowable FEMA expenses for LEAs for the pandemic.

- 5. Many LEAs used busses to feed or deliver packets to students, so we have many busses still running. What if busses were used to deliver food and instructional packets? Posted May 28, 2020**

While transportation costs related to using busses to deliver meals or instructional packets may be allowable under the ESSER grant and the CRF reimbursement, it is not eligible mileage to report to TEA for reimbursement through the state transportation allotment. Mileage driven for COVID-19 related services can be reported on the Transportation Operations Report, but must not be included in the Transportation Route Services Report of the FSP Subsystem.

Cares Act – Elementary and Secondary School Emergency Relief (ESSER) Grants

- 1. Where can I find the ESSER grant entitlement amounts that my LEA will receive? Posted May 21, 2020**

The entitlements will be posted by May 22 to the grant [entitlements](#) web page under the federal funds section of the TEA Grants web page and in the [Waivers, Finance and Grants](#) section of the Coronavirus web page.

2. When will the ESSER funding be available? Posted May 21, 2020

The grant application will release in June. Training on the application will be made available around the opening date of the application.

The Grants Administration Division will issue a preliminary NOGA by email within ten (10) business days of receipt of the application to TEA. This preliminary NOGA will 1) release 20% of the funding, 2) be in the format of an email to the superintendent as listed in AskTED, or the authorized official as identified on page one of the application, along with the primary and secondary contacts listed on page one of the application, and 3) not look like a standard NOGA.

The LEA will later be able to view the preliminary NOGA in the ER system and print it for their records. In the meantime, the LEA should maintain the email preliminary NOGA as documentation that the 20% of grant funds are available. The LEA will receive the official, full NOGA and access to 100% of the grant award after the application is negotiated and awarded.

3. How are the ESSER funding amounts calculated? Posted May 21, 2020

TEA has calculated the entitlements following the statutory formula and guidance provided by USDE. The formula states that an LEA will receive the same proportionate share of the total ESSER formula grant as it received in proportion to the state's Title I, Part A grant in 2019-2020. You can find LEA specific amount information on the grant [entitlements](#) web page by May 22, 2020.

4. What type of reporting will be required? Posted May 21, 2020

In addition to standard expenditure reporting through the ER system, the ESSER grant will require quarterly reports to TEA. TEA will then be aggregating the data reported by LEAs and submitting required quarterly reports to USDE. Quarterly reports are expected to include items such as the following:

- Methodology LEAs used to provide services to public and private nonprofit schools
- LEA uses of funds and amounts expended
- How the LEA prioritized needs to determine uses of funds
- LEA timeline for providing services

TEA will provide more information on the data elements once it is received from USDE.

5. Will COVID-19 expenses back to the start of the school closures be allowed as pre-award costs under the CARES Act stimulus funding? Posted April 14, 2020

USDE is allowing pre-award costs for the ESSER funding back to March 13, 2020. Expenses must be allowable under the ESSER statute (see question 18 below) and have occurred on March 13, 2020, or after.

6. Once we know the expenditures can be legally charged to the ESSER grant, how will we code the expenditures in our accounting system? [Posted April 14, 2020](#)

For accounting purposes, you will code the expenses using the 15-digit beginning with a three-digit fund code to comply with FASRG and ending with a local option code to indicate the expense was COVID-19 related. The expenditures for the LEA ESSER grant will be recorded under fund code 266 with the appropriate program intent code (PIC) related to the allowable activities for which funds will be expended. When the use of a PIC is not appropriate or mandatory to a specific program, expenditures can be coded to PIC 99.

For example, a transaction charged to the stimulus grant for payroll costs pursuant to IDEA-B will be coded as per following: 266-11-6119-00-101-0-23-V-00, where “V” is a local option code for the coronavirus.

7. Is there a supplement, not supplant provision in the ESSER funding? [Posted May 21, 2020](#)

No.

8. Can TEA provide some guidance on ESSER funding for the LEAs and paying their employees and contractors? [Posted May 21, 2020](#)

LEAs that receive ESSER funds are required, to the greatest extent practicable, to continue to pay employees and contractors during the period of any disruptions or closures related to Coronavirus. (See related guidance in the Federal Funding and Grants FAQ on the TEA Coronavirus web site.)

9. Will the ESSER funding have the same life span as current Title I, Part A dollars? [Posted May 21, 2020](#)

The ESSER grant is a separate federal grant program, and is not Title I, Part A funds. The grant period for the ESSER grant is May 15, 2020, through June 30, 2021, with 12 additional months carryover under the Tydings amendment. This means the LEA may begin to expend funds on March 13, 2020, (pre-award begin date) through September 30, 2022.

10. Can my district recognize the reduction in FSP revenue in 2019-2020 and then wait to recognize the ESSER Grant revenue in 2020-2021 in our annual financial audits in order to help with COVID costs incurred for instruction in 2020-21? [NEW June 4, 2020](#)

Yes. The ESSER grant funds may be expended March 13, 2020, through September 30, 2021, with 12 additional months carryover under the Tydings Amendment through September 30, 2022. The FSP

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reduction that the ESSER funds will offset will be taken in the 2019-2020 fiscal year. Please note that this approach could cause the LEA's expenses to exceed its revenue resulting in the LEA ending the year with a deficit. In addition, the LEA should ensure the final budget reflects the reduced FSP revenue and record its impact on FSP settle up. Also, this may cause the LEA to fail the Financial Integrity Rating System of Texas (FIRST) indicator 9.

11. Will there be a separate application, or will the monies be added to the ESSA application?
[Posted May 21, 2020](#)

Due to the ESSER grant funding having a different funding period, and to be able to develop the application and award the grants more efficiently, ESSER will require a separate grant application (see timeline described in question 3 above) and will not be a part of the ESSA Consolidated Application for Funding.

12. Are the ESSER funds available only for LEAs to receive reimbursement for additional expenses during this pandemic or is there a guaranteed amount each LEA will receive based on their Title I qualifications? [Posted May 21, 2020](#)

The ESSER grant is distributed as a formula grant based on the proportionate share of the state's Title I, Part A allocation received by each LEA in 2019-2020. This is a statutory formula program and each eligible LEA will receive an entitlement amount for which they may apply by submitting the grant application. The ESSER funds may be used for any of the allowable activities listed in question 18 below.

TEA is also setting up a reimbursement process for LEA expenses related to COVID-19 using Coronavirus Relief Funds. See the CRF Reimbursement section below.

13. Will the ESSER funding come to LEAs through TEA's normal grant processes? [Posted May 21, 2020](#)

Yes, the ESSER funds will be a standard TEA grant application with payments being requested through the eGrants Expenditure Reporting (ER) system.

There will be additional reporting required for the ESSER funds.

14. What fiscal year should these funds be accounted for? [Posted May 21, 2020](#)

The funds will be accounted for in the fiscal year in which they are expended.

15. Will my school board need to approve a budget amendment in order to spend these funds?
[Posted May 21, 2020](#)

The funds will be awarded through a new grant application, with amendments as needed throughout the life of the grant. The LEA must follow its normal policy for providing public notice of the grant application, which is normally through it being an agenda item for the school board to review for most LEAs.

16. By when do these funds need to be expended? [Posted May 21, 2020](#)

The grant period will end September 30, 2022. All eligible expenditures must occur within the grant period.

17. Are all LEAs eligible for ESSER grants? [Posted May 21, 2020](#)

No. Only LEAs who were eligible, applied for, and received Title I, Part A funds in 2019-2020 are eligible for ESSER grants.

18. Will the ESSER funding allow the LEAs to pay for the direct costs incurred for planning and mitigation of the coronavirus pandemic such as, but not limited to, additional technology, hot spots for internet service, costs of distance learning, and cleaning of buildings to include staff time and supplies? [Posted May 21, 2020](#)

Yes. Ninety percent (90%) of the ESSER funding is a formula grant program to LEAs based on a statutory formula. All these types of costs appear to be allowable costs under the ESSER grant program.

The following activities are allowable under the grant as specified in the statute.

1. LEA discretion for any purpose under:
 - Elementary and Secondary Education Act (ESEA)
 - Individuals with Disabilities Education Act (IDEA)
 - Adult Education and Family Literacy Act (AEFLA)
 - Perkins Career and Technical Education Act
 - McKinney-Vento Homeless Education Act
2. Activities related to coordination of preparedness and response to improve coordinated responses among LEAs with state and local health departments and other relevant agencies to prevent, prepare for, and respond to coronavirus
3. Provide principals and others school leaders with the resources necessary to address the needs of their individual schools
4. Address the unique needs of low-income children or students, children with disabilities, English learners, racial and ethnic minorities, students experiencing homelessness, and foster students including how outreach and service delivery will meet the needs of each population
5. Developing and implementing procedures and systems to improve the preparedness and response efforts of LEAs
6. Training and professional development of LEA staff on sanitation and minimizing the spread of infectious diseases.

7. Purchasing supplies to sanitize and clean facilities operated by the LEA
8. Planning for and coordinating during long term closures, including for how to provide meals to eligible students, how to provide technology for on line learning to all students, how to provide guidance for carrying out requirements under IDEA, and how to ensure other educational services can continue to be provided consistent with all Federal, State, and local requirements
9. Purchasing educational technology (including hardware, software, and connectivity) for students who are served by the local educational agency that aids in regular and substantive educational interaction between students and their classroom instructors, including low-income students and students with disabilities, which may include assistive technology or adaptive equipment
10. Providing mental health services and supports
11. Planning and implementing activities related to summer learning and supplemental afterschool programs, including providing classroom instruction or online learning during the summer months and addressing the needs of low-income students, students with disabilities, English learners, migrant students, students experiencing homelessness, and children in foster care.
12. Other activities that are necessary to maintain the operation of and continuity of services in LEAs and continuing to employ existing staff.

19. Can the ESSER funds be used for construction? [Posted May 21, 2020](#)

No, although the allowable uses are quite flexible, construction is not an allowed activity under the ESSER funding.

20. Pre-award costs are allowed back to March 13, 2020. We anticipate payroll being paid through the ESSER grant. Each employee has multiple payroll accounts including salary, TRS, Medicare, Federal Withholding, etc. To avoid having to journal voucher the many payroll codes for each employee, could we recode salary now for future payrolls in anticipation of funding? [Posted May 21, 2020](#)

Yes, under certain circumstances. Once the ESSER grant application is available in June, you may charge allowable costs to fund code 266.

USDE is allowing the ESSER funding to offer pre-award back to March 13, 2020. You will be able to charge allowable costs to the ESSER funding (fund code 266 when it becomes available) starting on that date for these added COVID-19 costs incurred by the LEA. If you choose to charge salaries, ensure they are reasonable, necessary, and allocable charges to the new fund source 266.

21. Will the expense of setting up and using technology to remotely register and enroll students or recruit and hire staff be allowable costs under the ESSER grant? [Posted May 21, 2020](#)

Yes, those types of costs are allowable.

22. My district transferred general funds in order to fund the child nutrition expenses in light of reduced food service revenue. Can we use these funds to replenish the general fund? Posted May 21, 2020

It depends. The LEA must first receive all allowable reimbursement from the Child Nutrition Program through the Texas Department of Agriculture. Additional costs not reimbursed by TDA may be allowable expenses under the ESSER grant. Also, TEA is working on other fund sources to reimburse LEAs for COVID-19 additive expenses incurred.

23. Since there is no supplement, not supplant rule, can the LEA just select an appropriate amount of costs previously paid with the general fund and transfer them to ESSER, freeing up previously spent general fund? Posted May 21, 2020

Yes. That is one possibility to use the funding as long as the expenses are allowable under the ESSER statute. (See question 17 above for the allowable statutory uses.)

Another option is to look at uses in the coming months that would have otherwise been paid with other fund sources and are allowable costs under ESSER and charge those expenses to the ESSER grant (fund code 266). Both of these options free up the LEA's other fund sources and utilize the ESSER funds in a way that is allowable with the federal statute, saving the LEA's general fund.

24. Will my LEA be required to do time and effort for these funds? Posted May 21, 2020

If any staff are funded with ESSER funds and other funds, then the staff member will be required to maintain time and effort documentation as required by federal EDGAR regulations. If ESSER funds are used to pay 100% of a staff person's time, then time and effort distribution records are not necessary and documentation such as a semi-annual certification is all that is necessary.

Note: This time and effort situation could potentially be avoided by assigning non-payroll expenses to ESSER in their entirety, even if those were previously designated as being spent with general funds. See question 19 above.

25. What guidance is available on private school services authorized under the CARES Act stimulus funding? Posted May 21, 2020

The LEA is required to offer equitable services to all private nonprofit schools within its boundaries with funds received under the ESSER grant, and potentially other grant funds that may become available in the future. The LEA will provide consultation with PNP officials and provide equitable services (not funding) to those PNP schools who choose to participate. The PNP may identify allowable services to meet their needs, and those PNP services are not required to be the same as the services the LEA provides to its campuses, students, or staff. Detailed equitable services guidance is being developed and will be released when it is available.

26. We need to purchase masks for the graduation ceremony for graduates and staff. Would it be best to purchase graduation items (masks etc.) with Title IV or a local budget and then reimburse the funding source when ESSER funds are available? Posted May 28, 2020

It could be an allowable expense under either scenario; however, it will only be allowable if the LEA is following the state's guidance/rules for graduation ceremonies.

27. Are there any grants available to provide Internet service for our students? We have some devices but paying for the service is more than our rural school can afford. Posted May 28, 2020

Internet service for students would be an allowable expense for both the ESSER grant and the CRF reimbursement program. Many internet service providers also provide free or discounted rates for low-income students. See [this document](#) for more information.

28. Will ESSERF grant will have a compliance report? Posted May 28, 2020

Yes. It will also have quarterly reporting that will be aggregated and submitted by TEA to USDE.

29. Are CARES Act funds for current participating PNP's or any PNP in the school boundary zones? Posted May 28, 2020

Any private nonprofit school located within the school district's boundaries may request and participate in the equitable services provision under the ESSER grant.

30. Is the state's estimated 5% of funding for PNP equitable services included in the district allocations posted on the website or is that a net of the private school allocations? Posted May 28, 2020

The 5% is an estimate of the potential statewide equitable services amounts based on the PNP enrollment data available to TEA. The district allocations posted include the amount to be provided to private nonprofit schools as equitable services.

PNPs do not receive allocations, rather they receive equitable services from the school district within whose boundaries the PNP is physically located. Each district must provide outreach and consultation with private school officials to determine which private nonprofit school will participate in equitable services so that the calculation of the equitable services amount can be done at the district level. For more information, see the CARES Equitable Services Guidance document.

In the event that the district receives valid and appropriate requests for equitable services that exceed 5% of the LEA's ESSER allocation, contact the Department of Grant Compliance and

Administration at GrantSupport@tea.texas.gov. TEA has reserved a portion of state-level funds to account for any overage in equitable services incurred by a district.

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31. If there are no PNP in our District, will we be able to spend 100% of the ESSER funds listed on the entitlements webpage? NEW June 4, 2020

Yes.

NEW
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32. Are charter schools subject to PNP equitable services requirements? Also, how would that impact the ADA adjustment as it relates to the ESSER Grant funds? NEW June 4, 2020

No, charter schools are not subject to PNP equitable services requirements since they do not have physical boundaries. Furthermore, because school districts have PNP equitable services requirements, and charters do not, the subtraction of 5% of the ESSER grant that is withheld prior to the calculation of the ADA hold harmless in question #1 of the general state funding FAQ is not applicable to charter schools. This means that the ADA adjustment will reflect the full amount of the ESSER grant for charter schools.

State Aid Implications for ESSER Grants

1. Will receiving ESSER (CARES Act) formula funds result in a loss of Foundation School Program (FSP) State Aid? Posted May 21, 2020

LEAs will receive their full FSP entitlement as earned through the first 2/3 of the school year before school closures. In addition, districts will receive additional FSP hold harmless funding delivered via ADA/minutes adjustments to mitigate the financial impact of school closure. This additional hold harmless will be offset by the ESSER formula funding as further described below. For more information, see the **General State Funding FAQ** located on the [TEA Coronavirus website under the Funding and Waivers](#) for the answer to this question.

2. How will the agency calculate and fund my Foundation School Program ADA funding for the 2019-2020 school year given we will not have daily attendance information for a large number of school days this year? Posted May 21, 2020

See the **General State Funding FAQ** located on the [TEA Coronavirus website under the Funding and Waivers](#) for the answer to this question.

6. Does my LEA need to spend all the funds received for fund 266? Posted May 21, 2020

The LEA needs to utilize all the funds received in fund 266 to offset allowable expenditures. There is not a supplement, not supplant stipulation with this fund. The LEA has the flexibility of offsetting state expenditures with this fund and should maximize its use.

7. Are we required to apply for the ESSER Grant? We would prefer to simply use our state general revenue funds instead of the compliance requirements imposed by the federal funds. [Posted May 28, 2020](#)

ESSER funds will be used as a method of finance for the FSP for all districts who are entitled to receive the funds through the Title I allocation methodology prescribed by the grant and in the amount outlined in the Entitlements Document located on the TEA Coronavirus website. An LEA is not technically required to apply; however, the amount of ESSER grant funds that each LEA is entitled (minus 5% private school equitable services) will be incorporated while calculating the ADA hold harmless adjustment, regardless of whether the LEA applies for the grant or not. If an LEA does not apply for the ESSER grant, this would result in a net loss of overall revenue.

8. Is all this CARES Act money from the feds going to supplement ADA funding flows or is it only to reimburse specific expenditures by specific schools? [Posted May 28, 2020](#)

Currently there are two large funding streams from the CARES Act that will impact K-12 education in the state. (There are also several smaller funding streams.)

The ESSER fund flows to school districts. A portion of the ESSER fund would supplement expected FSP funding in district budgets (roughly 5% of the ESSER formula total per LEA, which would be used to cover any requested private school equitable services, but if no/fewer requests are received, would be extra funding for any lawful purpose). The remainder will be used as a source of funds for the Foundation School Program ADA Hold Harmless, and so would not be supplemental funding.

The CRF is a reimbursement program. These are supplemental funds to school districts, intended to cover extra COVID-19 expenses.

9. Can you clarify that our ESSER grant will be separate and in addition to regular formula (FSP) funding? And then the regular formula (FSP) funding will be part FSP/part ESSER? [Posted May 28, 2020](#)

The ESSER grant is a new, federal fund source that is separate from your FSP allotment. However, because ESSER Funding will actually be used as a method of finance for the 2019-2020 ADA Hold Harmless, LEAs must combine the ESSER grant with the remainder of the normal FSP allotment in order to account for the total FSP allotment, as previously expected prior to COVID-19:

- TEA waived the necessary statutory requirements so school systems would be held harmless for the lack of in-person attendance required to receive formula funding.
- The CARES Act's ESSER fund is a critical resource to support this hold harmless process. ESSER funds do not have a supplement versus supplant requirement, and federal guidance

explicitly authorizes their use as a way for states to sustain their school finance system, as long as net state funding remains above prior years. With historic increases to state funding through HB 3, funding is significantly above prior years.

- TEA will calculate how much CARES Act ESSER formula funding an LEA is going to get, excluding 5% of that CARES formula total to ensure each LEA has an amount of funding sufficient to cover the private school equitable services requirements in the CARES Act.
- TEA will use that CARES Act formula funding (excluding the 5%) to help fund the full amount of each LEA's ADA hold harmless adjustment and the result will be that LEAs will receive their full year's ADA funding expectation but from two funding streams – one state, via the FSP, and one federal, via CARES Act ESSER funds.
- Utilizing ESSER funds as a method of finance will assist in maintaining state funding for future years.

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10. If our ESSER allotment was \$200,000, but our FSP reduction is more than that, will we receive more money to cover the loss through ESSER, or via FSP? NEW June 4, 2020

Your LEA's FSP reduction should not exceed your ESSER Grant amount.

CARES ACT – Coronavirus Relief Fund (CRF)

1. Besides the ESSER grant, does CARES Act provide any other assistance to reimburse LEAs for COVID-19 related expenditures? Posted May 21, 2020

The CARES Act also includes \$6.2 billion in the Coronavirus Relief Fund from the U. S. Department of Treasury for statewide purposes. The Governor and legislative leadership have approved an amount of the state's portion of the CRF for use in reimbursing school systems for COVID-19 expenses incurred as of close of business May 20, 2020. As a result, TEA is creating an expense reimbursement application process similar to that used by FEMA.

2. How much reimbursement can we anticipate receiving under CRF? Posted May 21, 2020

LEAs will be eligible for up to 75% of additive expenses incurred as of close of business May 20, 2020, to be reimbursed subject to a cap per LEA described below, and subject to CRF funding availability as described below.

Each LEA will be capped at a reimbursement amount equal to the greater of \$50,000 or an amount equal to \$250 per compensatory education (SCE) student in the LEA. This would allow for every LEA, regardless of size or SCE student count, to receive at least \$50,000 assuming they incurred at least \$67,000 in underlying reimbursable expenses. For LEAs with more than 200 SCE students, their reimbursement would be capped at an amount equal to \$250 per SCE student.

This reimbursement will not be provided in addition to reimbursement from other expense reimbursement sources. For example, if FEMA provides reimbursement at 75% of some expenses, CRF will not be used to provide reimbursement on top of that for those same expenses.

State leadership allocated funds from the CRF sufficient to cover statewide COVID expenses as estimated from preliminary data collections conducted during late April and early May 2020. To ensure equal access to funds, the application window will be open for a set period of time in the summer. Upon the end of the application period, an accurate total of statewide reimbursement requests will be tallied. If this exceeds available appropriations, then the 75% reimbursement rate may be reduced slightly.

3. How is TEA defining additive costs “incurred as of close of business May 20, 2020”? [Posted May 21, 2020](#)

CRF is a federal source of funds so “incurred” is defined as obligated by the LEA as of close of business on May 20, 2020. The federal term “obligated” means orders placed for property and services, contracts and subawards made, and similar transactions made during a specified period (from March 1, 2020, through May 20, 2020) that require payment by the LEA during the same or a future period.

Simply issuing a purchase order does not meet the federal definition of making an obligation. To be a binding obligation, the purchase order must be received and acknowledged by vendor.

The following chart reflects when an obligation is made, by federal regulations.

If the obligation is for—	The obligation is made—
(a) Acquisition of real or personal property	On the date on which the LEA makes a binding written commitment to acquire the property.
(b) Personal services by an employee of the LEA	When the services are performed.
(c) Personal services by a contractor who is not an employee of the LEA	On the date on which the LEA makes a binding written commitment to obtain the services.
(d) Performance of work other than personal services	On the date on which the LEA makes a binding written commitment to obtain the work.
(e) Public utility services	When the LEA receives the services.
(f) Travel	When the travel is taken.

(g) Rental of real or personal property	When the LEA uses the property.
(h) A pre-agreement (pre-award) cost that was properly approved by TEA under the cost principles in 2 CFR part 200, Subpart E—Cost Principles	On the first day of the grant performance period.

These funds must be supplemental and meet the following three requirements.

- Have been incurred due to COVID-19 pandemic;
- Not be accounted for in the most recently approved budget as of March 27, 2020; and
- Be incurred from March 1, 2020, through May 20, 2020.

NEW
6/4/20

4. We can't use CRF funds for items we already had budgeted, so does that mean only our 199 budget or from other budgets such as 699, etc.? NEW June 4, 2020

CRF cannot reimburse any cost that was already budgeted and planned for prior to March 27, 2020.

NEW
6/4/20

5. To be reimbursable, must items purchased in the general fund have been purchased according to EDGAR? NEW June 4, 2020

Yes. Any expenditure to be reimbursed with federal funds must have followed federal regulations.

NEW
6/4/20

6. If we paid Transportation and Child Nutrition premium pay (and did not have it in our policy prior to the disaster), can we use the CRF to pay for this (since it's not reimbursable from FEMA)? NEW June 4, 2020

At this time, we are unable to commit to reimbursement for premium pay expenses when a policy was not in place prior to the federal disaster declaration (March 13, 2020). However, please provide all relevant information when submitting your request for reimbursement. We will re-examine this issue after receiving all requests for reimbursement and examining available funds for reimbursement.

7. Will the LEA have COVID-19 costs that will not be reimbursed with CRF? Posted May 21, 2020

Yes. All LEAs will be expected to match the CRF grant to cover a percentage of the costs incurred. Generally, the state match is anticipated to be up to 75% like the FEMA reimbursement program.

8. How does the LEA apply for this reimbursement under CRF? Posted May 21, 2020

The LEA will submit a grant application to TEA during the application window (see question 6 below for expected timeline). Once all applications are received and the application window is closed, TEA will calculate the amount eligible for reimbursement for all LEAs across the state who submitted applications and begin the reimbursement process.

9. What is the timeline for requesting the reimbursement under CRF? [Posted May 21, 2020](#)

The application will open on or around July 20, 2020, and close on September 15, 2020.

Once all applications are received and the application window is closed, TEA will calculate the amount eligible for reimbursement for all LEAs across the state who submitted applications. After the individual reimbursements are calculated, and the LEA's application is reviewed, negotiated, and approved, the LEA will receive the Notice of Grant Award (NOGA). After the NOGA is received, the LEA may drawdown the funds for reimbursement.

The LEA may request payment for reimbursement from the date the NOGA is received until December 15, 2020.

10. What costs are allowable to be reimbursed under CRF? [Posted May 21, 2020](#)

To be allowable, reimbursements for necessary costs must:

- Have been incurred due to COVID-19 pandemic;
- Not be accounted for in the most recently approved budget as of March 27, 2020; and
- Be incurred from March 1, 2020, through May 20, 2020.

This statutory requirement constitutes a supplement, not supplant provision for CRF funds. CRF will only reimburse new added costs caused by COVID-19 that meet the three requirements above.

The Department of Treasury guidance document specifically lists the following types of education costs.

- Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions; and
- Other eligible expenditures include payroll and benefit costs of educational support staff or faculty responsible for developing online learning capabilities necessary to continue educational instruction in response to COVID-19-related school closures.

11. Are there unallowable costs under CRF? [Posted May 21, 2020](#)

Yes. Unallowable costs include:

- Expenses for the State share of Medicaid
- Damages covered by insurance
- Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency

Payroll expenses for general LEA employees are unallowable. However, payroll costs of LEA staff or faculty responsible for developing online learning capabilities necessary to continue educational instruction in response to COVID-19-related school closures may be allowable (see question 8 above).

The following costs are not eligible for reimbursement under CRF because they are reimbursable under other federal programs:

- Extra costs for cleaning and sanitizing facilities due to COVID-19, following Centers for Disease Control (CDC) guidelines, eligible for reimbursement under FEMA from the Texas Division of Emergency Management
- Child Nutrition Program (CNP) costs eligible for reimbursement from the Texas Department of Agriculture
- Other federal grant programs that may be released prior to December 31, 2020, such as Project SERV funds which are anticipated to be released by USDE in the fall

12. Do LEAs provide expense reimbursement to private schools as part of this CRF reimbursement?
Posted May 21, 2020

No. LEAs are only required to provide equitable services from ESSER formula funds received. LEAs are not eligible to submit expense requests for private schools through this CRF reimbursement program.

13. Will TEA announce more detailed information on the reimbursement system before the grant application opens? **Posted May 21, 2020**

Yes, more information will be provided once the reimbursement system is finalized.

14. My LEA has a June 30th fiscal year end, how will I include March 1 through May 20, 2020, costs even though I will not receive the funds until late in the Fall? **Posted May 21, 2020**

The grant can be used to reimburse costs beginning March 1, 2020, and through May 20, 2020. Once the application is issued a NOGA, the approved reimbursement amount is known, and the LEA receives a payment from TEA, then the LEA can record the payment as a receivable. The LEA should be tracking the expenditures related to COVID-19 using a locally defined code. If the amount is unknown, LEAs should record an estimated revenue/receivable based on the information available and the allowable expenditures recorded in the fund before the accounting records are closed and the audit is finalized.

15. What fund number should my LEA use for the CRF reimbursement funding? **Posted May 21, 2020**

Much like the FEMA reimbursement process, this money is not assigned a specific fund code number. Therefore, the LEA must use some mechanism to track expenses locally. This could be a local fund number like 1XX or 2XX, or a separate project number, or an activity code to track the expenditures and revenue. LEAs will report the revenue and expenses with the general fund.

14. Can I include the 25% local match to the FEMA reimbursement program as part of the costs I request for reimbursement under the CRF Reimbursement program? **Posted May 21, 2020**

No. Each type of reimbursable cost may only be submitted once to the applicable reimbursement program. The local cost match not covered by that reimbursement program, may not be requested under another reimbursement program. The following reimbursement programs all must be applied for individually as federal funds cannot match federal funds.

- FEMA reimbursement for Category B (cleaning and sanitizing) type allowable costs

See unallowable costs for CRF reimbursement in question 9 above in the CRF Section of this document.

15. Are the CRF reimbursements for items that are not covered from FEMA? [Posted May 28, 2020](#)

The CRF reimbursement is for additive, or supplemental, costs due to the pandemic. Any expense eligible for FEMA reimbursement, including the 25% local share, may not be reimbursed by the CRF program.

16. Is the cost of printing curriculum packets a reimbursable COVID-related expense? [Posted May 28, 2020](#)

Yes, as long as the expenses are supplemental and meet the following three requirements, they can be allowable under the CRF reimbursement.

- Have been incurred due to COVID-19 pandemic;
- Not be accounted for in the most recently approved budget as of March 27, 2020; and
- Be incurred from March 1, 2020, through May 20, 2020.

Printing curriculum packets for instructional continuity is also an allowable expense under the ESSER formula grant.

17. Is the CRF Reimbursement separate from the 75% FEMA public assistance? How does this go against FEMA's 75%? [Posted May 28, 2020](#)

Yes. Expenses that are allowable under the FEMA public Assistance for Category B expenses (basically cleaning and sanitizing costs) must be submitted to that process. Only expenses that are allowable for CRF funding below and are not eligible for any other federal reimbursement funding may be paid with CRF funding.

- Have been incurred due to COVID-19 pandemic;
- Not be accounted for in the most recently approved budget as of March 27, 2020; and
- Be incurred from March 1, 2020, through May 20, 2020.

18. Does the CRF expense reimbursement apply to Charter Schools? [Posted May 28, 2020](#)

Yes, both the major CARES Act funds apply to both school districts and charter schools. This guidance uses the acronym LEA (local educational agency) because LEA is inclusive of both school districts and charter schools.

NEW
6/4/20

19. Are the CRF reimbursements only for expenses to date? We haven't had our cleanings yet due to closure. We are also ordering more supplies for the fall due to COVID. Our LEA plans to purchase PPE/COVID-19 related supplies and materials to limit the spread of the virus. Those purchase will be made over the summer. Will these purchases be reimbursed? NEW June 4, 2020

Cleaning and sanitizing costs are FEMA eligible reimbursements during the time of the disaster declaration. The FEMA process is expected to have a longer window for reimbursement than the CRF reimbursement process which only considers expenses March 1, 2020, through May 20, 2020. At this time, legislative leadership appropriated the CRF funds for reimbursement of costs as of May 20, 2020.

Required Documentation

1. What is the minimum documentation the LEA should maintain for COVID-19 related expenses? Posted April 14, 2020

At an absolute minimum, document the expenditures as you normally would and specify in writing 1) the need for the expenditure, 2) if using federal funds, why federal funds are needed to address the need, and 3) that it is COVID-19 related. Implement a subcategory or local option code in your accounting system so that you can specifically identify all these types of costs should the expenses, at a later time, be deemed allowable uses of state or federal reimbursement funding or other federal grant funds.

Subgrantees using current federal grant funds to meet COVID-19 related needs must maintain appropriate records and cost documentation as required by 2 CFR § 200.302 (financial management) and 2 CFR § 200.333 (retention requirements for records) to substantiate the charging of any costs to federal education grant funds related to the interruption of operations or services.

All general ledgers should contain, at a minimum, the following required elements:

- Complete account code with a minimum of 15 digits, beginning with a three-digit fund code to comply with [Financial Accounting System Resource Guide](#) (FASRG) and [Special Supplement – Nonprofit Charter School Chart of Accounts](#) (applicable to nonprofit open-enrollment charter schools) and ending with a local option code to indicate the expense was COVID-19 related.

- Predetermined set of cost categories and commodity codes used for the purpose of calculating aggregate costs
- Transaction date
- Transaction reference number (check number or purchase order number)
- Transaction description
- Vendor name
- Budgeted amount
- Obligated/Encumbered amount
- Expenditure amount

All payroll journals should contain, at a minimum, the following required elements:

- Complete account code with a minimum of 15 digits, beginning with a three-digit fund code
- Employee first and last name, and identification number
- Gross salary and other income, deductions, and net earnings
- Pay period, check date, and check number
- All fund codes to which the payroll costs were charged

Note: If an employee is paid from multiple funding sources, i.e., state and federal, include payroll distribution records that includes payroll costs charged to each contributing funding source.

11. State Documentation: How would we report these funds in the annual financial report?

[Posted May 21, 2020](#)

LEAs will report these funds using fund 266. Depending on the materiality of the funds it will be reported as a special revenue fund or as a major fund. The LEA should combine both the general operating fund 199 or 420 (for charters) and the new CARES Act fund 266 for budgeting and financial reporting purposes.

12. State Documentation: What fund number will my LEA use to account for this revenue? [Posted](#)

[May 21, 2020](#)

Districts will use fund 266 to account for the ESSER revenue created from the CARES Act.

13. What is best practice or what does TEA recommend for documenting COVID-19 related expenses? [Posted April 14, 2020](#)

In addition to the minimum requirements described above, maintain the following detailed records described in Tables 1-6. Maintaining this more detailed record will assist the LEA later in reporting expenditures to federal and state government oversight entities and will better prepare the LEA to request reimbursement when becomes available.

Table 1: Force Account Labor

Include all force account labor across the LEA for planning and mitigation of COVID-19. This includes your LEA staff implementing the responsibilities, not contractors or donated labor.

A	B	C	D	E	F	G	H	I	J	K
NAME AND JOB TITLE	DATE	REGULAR HOURS WORKED	OVER TIME HOURS WORKED	TOTAL HOURS WORKED PER DAY	HOURLY RATE	BENEFIT RATE %	TOTAL HOURLY RATE (F + G)	TOTAL COST PER DAY (E X H)	LEA FACILITY	WORK PERFORMED
TOTALS PER MONTH										

NOTE: ALWAYS MAINTAIN PROPER SOURCE DOCUMENTATION FOR EACH ITEM LISTED IN THE SPREADSHEETS.

Table 2: Force Account Equipment

Include all force account equipment costs across the LEA for planning and mitigation of COVID-19. This includes your LEA owned equipment used in implementing the responsibilities, not donated equipment.

A	B	C	D	E	F	G	H	I
TYPE OF EQUIPMENT (SIZE, CAPACITY, HP, MODEL, ETC.)	EQUIP CODE NO.	OPERATOR NAME	DATE USED	HOURS USED	EQUIP RATE PER HOUR	TOTAL COST PER DAY (E X F)	LEA FACILITY	WORK PERFORMED
TOTALS PER MONTH								

NOTE: ALWAYS MAINTAIN PROPER SOURCE DOCUMENTATION FOR EACH ITEM LISTED IN THE SPREADSHEETS.

Table 3: Materials

Include all materials used across the LEA for planning and mitigation of COVID-19, including your LEA purchased materials, not donated materials.

A	B	C	D	E	F	G	H	I	J	K
MATERIAL DESCRIPTION	DATE OF PURCHASE	VENDOR	VENDOR ID	QUANTITY OF MATERIAL	UNIT PRICE	TOTAL PRICE (E X F)	DATE USED	SOURCE OF INFO (INVOICE OR STOCK)	LEA FACILITY	WORK PERFORMED
TOTALS PER MONTH										

NOTE: ALWAYS MAINTAIN PROPER SOURCE DOCUMENTATION FOR EACH ITEM LISTED IN THE SPREADSHEETS.

Table 4A: Donated Resources – Labor

Include all volunteer work donated to the LEA for planning and mitigation of COVID-19. Sign in sheets are preferred as part of your source documentation. If a vendor is providing services in-kind, use the name of the vendor as the volunteer name and use the donation agreement or invoice as supporting documentation. If the vendor is donating equipment or materials, include those items on Table 4B and 4C. Standard volunteer rates are set individually by the state’s FEMA office. Contact the Texas FEMA office for the correct volunteer rate to make final calculations.

A	B	C	D	E	F	G
VOLUNTEER NAME (OR VENDOR IF IN-KIND SERVICES)	DATE	HOURS WORKED	VOLUNTEER RATE	TOTAL VALUE OF DONATION (C X D)	LEA FACILITY	WORK PERFORMED
TOTALS PER MONTH						

NOTE: ALWAYS MAINTAIN PROPER SOURCE DOCUMENTATION FOR EACH ITEM LISTED IN THE SPREADSHEETS.

Table 4B: Donated Resources – Equipment

Include all equipment donated to the LEA for planning and mitigation of COVID-19. If a vendor is providing services in-kind, use the name of the vendor as the operator name and use the donation agreement or invoice as supporting documentation.

The operator name must be included and must match a staff member listed in Table 1 or donated labor listed in Table 4A. Use the following Method of Estimating Value such as 1) using local/comparable costs, 2) historical costs, 3) Blue Book/fair market value, 4) assessed value, 5) appraised value, or 6) actual cash value. If you are unclear of the operator rate, utilize the FEMA equipment rate.

A EQUIPMENT DONATED	B OPERATOR NAME	C DATE	D HOURS EQUIPMENT WAS USED	E EQUIPMENT RATE	F VALUE OF EQUIPMENT DONATION (D X F) OR VALUE OF DONATION	G METHOD FOR DETERMINE VALUE	H LEA FACILITY	I WORK PERFORMED
TOTALS								

NOTE: ALWAYS MAINTAIN PROPER SOURCE DOCUMENTATION FOR EACH ITEM LISTED IN THE SPREADSHEETS.

Table 4C: Donated Resources – Materials

Include all materials (not equipment) donated to the LEA for planning and mitigation of COVID-19, including cash donations.

For Type of Donation, use the following options: material, supplies, replacement item, or cash.

If a vendor is providing materials in-kind, use the name of the vendor as the source of donation column and use the donation agreement or invoice as supporting documentation. Use the following Method of Estimating Value such as 1) using local/comparable costs, 2) historical costs, 3) Blue Book/fair market value, 4) assessed value, 5) appraised value, or 6) actual cash value.

A TYPE OF DONATION	B SOURCE OF DONATION OR DONOR NAME	C DATE	D DESCRIPTION AND USAGE OF DONATION	E QUANTITY	F ESTIMATED VALUE OF DONATION PER UNIT	G TOTAL VALUE OF DONATION (E X F)	H METHOD FOR DETERMINE VALUE	I LEA FACILITY	J WORK PERFORMED
TOTALS									

NOTE: ALWAYS MAINTAIN PROPER SOURCE DOCUMENTATION FOR EACH ITEM LISTED IN THE SPREADSHEETS.

Table 5: Rented Equipment

Include all equipment rented by the LEA for planning and mitigation of COVID-19.

In the Equipment Rented column, include size, capacity, horsepower, make, and model, as appropriate.

A EQUIPMENT RENTED	B DATE USED	C HOURS USED	D VENDOR AND VENDOR ID	E HOURLY RATE WITH OPR	F HOURLY RATE W/O OPR	G TOTAL COST (C X E OR C X F)	H INVOICE NUMBER	I SOURCE OF INFO (INVOICE OR STOCK)	J DATE INVOICE PAID & AMOUNT PAID	J LEA FACILITY	K WORK PERFORMED
TOTALS PER MONTH											

NOTE: ALWAYS MAINTAIN PROPER SOURCE DOCUMENTATION FOR EACH ITEM LISTED IN THE SPREADSHEETS.

Table 6: Contracted Work

Include all contracted work or labor across the LEA for planning and mitigation of COVID-19. This includes your LEA contracts for work and labor, not donated labor.

A CONTRACTOR	B DATE WORK BEGAN	C DATE WORK ENDED	D BILLING OR INVOICE NUMBER	E AMOUNT	F COMMENTS	F LEA FACILITY	G SCOPE OF WORK PERFORMED
TOTALS PER MONTH							

NOTE: ALWAYS MAINTAIN PROPER SOURCE DOCUMENTATION FOR EACH ITEM LISTED IN THE SPREADSHEETS.

For: Burnet Consolidated ISD Board of Trustees
Date: June 22, 2020
Action: Approval
Department: Superintendent's Office



Agenda Item #7A (Consent Agenda)

Discussion and Possible Action regarding Approval of Board Minutes

Recommendation

The Administration recommends the approval of Board Minutes.

Summary

The Board minutes from the May 18th regular meeting and June 1st special meeting are attached for your review and approval.

Respectfully Submitted by:

Sharon Schwartz
Administrative Assistant

Minutes of Regular Meeting

The Board of Trustees BURNET CONSOLIDATED I.S.D.

A Regular Meeting of the Board of Trustees of BURNET CONSOLIDATED I.S.D. was held Monday, May 18, 2020, beginning at 5:30 PM in the BCISD Board Room, 208 E. Brier, Burnet, Texas 78611.

Board member Mark Kincaid provided the invocation.

1. CALL TO ORDER

Mr. Feild called the meeting to order at 5:32 p.m. He stated that a quorum of Board members were participating via telephone conference and that the meeting had been duly called and posted under Texas Government Code, Section 551.

2. ROLL CALL OF BOARD MEMBERS PRESENT ON THE CALL

Board Members Present on Call:

Andy Feild, President

Angela Moore, Vice President

Earl Foster, Secretary

Suzanne Brown

Mark Kincaid

Ross Behrens

Robby Robertson

3. OPEN FORUM

No public comments were presented.

4. COMMUNICATIONS AND REPORTS

A. Report on Updated Demographic Projections (Goehring)

Clay Goehring, Director of Business and Finance, and Brent Alexander, Demographer with School District Strategies, provided a report on the updated demographic projections. A copy of the presentation was included with BoardBook.

B. BHS Students of the Month (Burkhart)

BHS Principal Casey Burkhart announced the Students of the Month for March - Macy Hollowell and Bryan Silva, and Students of the Month for April - Katelyn Moore and Andrew Alaniz.

C. Quest High School Student of the Month (Marvin)

Dr. Doug Marvin, QHS Principal, announced the March/April Student of the Month Parker Fisher.

D. Student Recognitions (Burkhart)

BHS Principal Casey Burkhart announced the BHS students who have received State level recognitions.

E. Report on Operational and Instructional Issues related to the COVID-19 School Closure (McBurnett)

Superintendent Keith McBurnett, Assistant Superintendent of Curriculum and

Instruction Dr. Rachel Jones, and Director of Business and Finance Clay Goehring, provided a report on the operational and instructional issues related to the COVID-19 school closure.

F. Financial Reports (Goehring)

Monthly Financial Statement, Fund Balance Report, Investment Report, Tax Collection Report, Monthly Purchase Report, American Express Payment Report, Utility Reports, Attorney Invoices

Mr. Goehring provided the highlights of the financial reports that had been included in the Board packet.

5. CONSENT AGENDA

Information on these items has been sent to the Board of Trustees for review prior to the meeting. Any Board member may pull any item from the Consent Agenda (without a second) for deliberation prior to consideration. Any item pulled will be considered with the action items on the agenda.

Motion by Mark Kincaid, seconded by Robby Robertson, to approved items A through C on the Consent Agenda. MC/u.

A. Board Minutes

B. Expenditures in Excess of \$25,000.00

C. 2020-2021 School Board Meeting Calendar

6. BUSINESS ITEMS

A. Discussion and Possible Action regarding Approval of Nomination of Earl Foster for the Region 13, Position B, Seat on the TASB Board (McBurnett)

Motion by Angela Moore, seconded by Suzanne Brown, to approve the nomination of Earl Foster for the Region 13, Position B, seat on the TASB Board. MC/u.

B. Discussion and Possible Action regarding the Adoption of Proclamation 2020 High School ELAR Materials (R. Jones)

Motion by Mark Kincaid, seconded by Earl Foster, to approve the adoption of Proclamation 2020 high school ELAR materials. MC/u.

C. Discussion and Possible Action regarding Approval of Memorandum of Understanding with YMCA to Provide After School Program at Elementary Campuses (Goehring)

Motion by Robby Robertson, seconded by Ross Behrens, to approve the Memorandum of Understanding with the YMCA to provide an after school program at the elementary campuses. MC/u.

D. Discussion and Possible Action Regarding Approval of the 3rd Quarter Budget Amendment for the 2019-2020 School Year Budget (Goehring)

Motion by Angela Moore, seconded by Mark Kincaid, to approve the 3rd quarter budget amendment for the 2019-2020 school year budget. MC/u.

E. Discussion and Possible Action regarding Approval of Increased District Contribution for Health Insurance (Gilmore)

Motion by Suzanne Brown, seconded by Ross Behrens, to approve the increased district contribution for health insurance as presented. MC/u.

- F. Discussion and Possible Action regarding the Approval of 2020-2021 Salary Schedules for: Classroom Teachers and Librarians including Targeted Market Adjustments and 2% Midpoint General Pay Increases (Gilmore)
Motion by Mark Kincaid, seconded by Earl Foster, to approve the 2020-2021 Salary Schedules for: Classroom Teachers and Librarians including Targeted Market Adjustments and 2% Midpoint General Pay Increases. MC/u.
- G. Discussion and Possible Action regarding the Approval of 2020-2021 Salary Schedules for: Administrative/Professional, Clerical/Paraprofessional, and Auxiliary Pay Groups including 2% Midpoint General Pay Increases (Gilmore)
Motion by Robby Roberston, seconded by Mark Kincaid, to approve the 2020-2021 Salary Schedules for: Administrative/Professional, Clerical/Paraprofessional, and Auxiliary Pay Groups including 2% Midpoint General Pay Increases. MC/u.
- H. Discussion and Possible Action Regarding the Approval of Revisions to the 2020-2021 Athletic, Academic, Fine Arts and Extra Duty Stipend Schedule (Gilmore)
Motion by Suzanne Brown, seconded by Earl Foster, to approve the revisions to the 2020-2021 Athletic, Academic, Fine Arts and Extra Duty Stipend Schedule. Motion Carried 6/0/1. Voting for the motion: Suzanne Brown, Earl Foster, Angela Moore, Ross Behrens, Mark Kincaid, and Andy Feild. Opposing the motion: None. Abstaining: Robby Robertson.
- I. Personnel (Gilmore)
Board discussion could be held in Executive Session Under Texas Government Code, Section 551.074
1. Approval of Employment of Professional Personnel
Motion by Mark Kincaid, seconded by Earl Foster, to approve the employment of professional personnel as presented. Motion Carried 6/1/0. Voting for the motion: Mark Kincaid, Earl Foster, Angela Moore, Suzanne Brown, Robby Robertson, and Andy Feild. Opposing the motion: Ross Behrens. Abstaining: None.
 2. Report on Professional Hirings Approved by Superintendent with Board Authority
 3. Report on Professional Staff Resignations and Transfers and At-Will Staff Hirings, Resignations, and Transfers

The meeting was adjourned at 7:17 p.m.

Minutes submitted by: _____

Date Approved: _____

President

Secretary

Minutes of Special Meeting

The Board of Trustees BURNET CONSOLIDATED I.S.D.

A Special Meeting of the Board of Trustees of BURNET CONSOLIDATED I.S.D. was held Monday, June 1, 2020, beginning at 5:30 PM in the BCISD Board Room, 208 E. Brier, Burnet, Texas 78611.

Board Member Mark Kincaid provided the invocation.

1. Call to Order

Mr. Feild called the meeting to order at 5:32 p.m. He stated that a quorum of Board members were participating via telephone conference and that the meeting had been duly called and posted under Texas Government Code, Section 551.

2. Roll Call of Board Members Present on the Call

Board Members Present on Call:

Andy Feild, President

Angela Moore, Vice President

Earl Foster, Secretary

Suzanne Brown

Mark Kincaid

Ross Behrens

Robby Robertson

3. Open Forum

No public comments were presented.

4. Consultation with legal counsel regarding litigation, including possible settlement agreement in Docket No. 085-DM-0320, Student v. BCISD, and other special education program matters. Tex. Gov't Code, Sections 551.071, 551.129, and 551.0821

At 5:35 p.m., Mr. Feild stated that the Board would go into Executive Session under Texas Government Code, Sections 551.071, 551.129, and 551.0821

Mr. Feild reconvened the meeting in to Open Session at 6:01 p.m.

5. Discussion and Possible Action regarding the Approval of settlement agreement in Docket No. 085-DM-0320, Student v. BCISD, and other special education program matters

Motion by Angela Moore, seconded by Mark Kincaid, to approve the settlement agreement in Docket No. 085-DM-0320, Student v. BCISD, and other special education program matters as discussed in Closed Session. MC/u.

6. Discussion and Possible Action regarding Revisions to the BCISD 2020-2021 School Year Calendar (R. Jones)

Motion by Mark Kincaid, seconded by Earl Foster, to approve the revisions to the BCISD 2020-2021 School Year Calendar. MC/u.

7. Discussion and Possible Action regarding the Approval of the COVID-19 Instructional Continuity Attestation (R. Jones)

Motion by Mark Kincaid, seconded by Ross Behrens, to approve the COVID-19

Instructional Continuity Attestation. MC/u.

- 8. Discussion and Possible Action regarding the Approval of a Staff Development Minutes Waiver for the 2020-2021 School Year (R. Jones)
Motion by Angela Moore, seconded by Robby Robertson to approve the Staff Development Minutes Waiver for the 2020-2021 School Year as presented. MC/u.
- 9. Discussion and Possible Action regarding the Approval of a Missed School Days Waiver for the 2019-2020 School Year (R. Jones)
Motion by Ross Behrens, seconded by Mark Kincaid, to approve the Missed School Days Waiver for the 2019-2020 School Year. MC/u.
- 10. Report and Discussion on 2020-2021 Budget (C. Goehring)
Clay Goehring, Director of Business and Finance, reviewed a PowerPoint providing information on the 2020-2021 School Year Budget. A copy of the PowerPoint is included with the Board minutes.
- 11. Report on WiFi for Burnet CISD Students (A. Hermes)
Adam Hermes, Director of Technology, provided a report on possible options for WiFi for BCISD students.
- 12. Required Cybersecurity Board Training Per House Bill 3834 (A. Hermes)
Board members completed the required Cybersecurity Board Training Per House Bill 3834.

The meeting was adjourned at 7:44 p.m.

Minutes submitted by: _____

Date Approved: _____

President

Secretary



BURNET
 Consolidated ISD
 CRAFTING the FUTURE

For: Burnet Consolidated ISD Board of Trustees
Date: June 22, 2020
Action: Approval
Department: Business Office

Agenda Item #7B (Consent Agenda)

Expenditures in excess of \$25,000

Recommendation

The Administration recommends approval of expenditures in excess of \$25,000.

Summary

According to Policy CH (Local), any purchase that costs or aggregates to a cost of \$25,000 or greater shall require Board approval. The following expenditures are presented for approval:

Requested by	Vendor	Description	Budget Source	Amount
Business Office	City of Burnet	Utilities	General Fund	\$35,926
Business Office	City of Burnet	School Resource Officers May 2020	General Fund	\$31,230
Curriculum & Instruction	Staples	School Supplies for 2020-2021	General Fund	\$53,741

Respectfully Submitted by:

Clay Goehring
Director of Business and Finance

For: Burnet Consolidated ISD Board of Trustees
Date: June 22, 2020
Action: Approval
Department: Technology Department



Agenda Item #7C (Consent Agenda)

Discussion and Possible Action regarding the Approval of Cybersecurity Training Certification for Local Governments

Recommendation

The administration recommends the approval of Cybersecurity Training Certification for Local Governments

Summary

In accordance with Section 2054.5191, Government Code, the governing body of a local government, shall:

- **verify and report on the completion of a cybersecurity training program by employees of the local government, and**
- **require periodic audits to ensure compliance with this section.**

All employees of Burnet CISD that access the District's computer system or databases completed the approved cybersecurity training through Eduhero, and all members of the Board of Trustees completed the same training. The certification was submitted to the Texas Department of Information Resources (DIR) by the June 15, 2020 deadline.

Respectfully Submitted by:

Adam Hermes
Director of Technology

For: Burnet Consolidated ISD Board of Trustees
Date: June 22, 2020
Action: Approval
Department: Superintendent's Office



Agenda Item #7D (Consent Agenda)

Discussion and Possible Action regarding the Approval of an Interlocal Agreement with the City of Bertram to provide one School Resource Officer at Bertram Elementary

Recommendation

The administration recommends the approval of an Interlocal Agreement with the City of Bertram to provide one School Resource Officer at Bertram Elementary.

Summary

To address school safety, the City of Bertram and the District have jointly developed an interlocal agreement to provide for a School Resource Officer (SRO) at Bertram Elementary for the 2020-2021 school year.

Under the agreement, the District will pay \$37,000 to have the SRO on campus daily during the entire school year. This is a \$2,000 increase from last school year, and the expense will be included in the BCISD 2020-2021 budget proposal.

A copy of the interlocal agreement has been attached for your review.

Respectfully Submitted by:

Keith McBurnett
Superintendent of Schools

**INTERLOCAL AGREEMENT BETWEEN
BURNET CONSOLIDATED INDEPENDENT SCHOOL DISTRICT AND THE CITY OF
BERTRAM**

This Agreement is made the 22nd day of June, 2020, between the Burnet Consolidated Independent School District ("District") and the City of Bertram ("City").

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 agreement; furthermore, the governing bodies find that the performance of this contract is in the common interest of both parties; and that the division of cost fairly compensates the performing party.

WITNESSETH:

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

1. City will provide one (1) Bertram Police Department (BPD) police officer to the District to serve as a School Resource Officer (SRO) on the campus located within the City of Bertram, in accordance with Exhibit "A" and under the policies and procedures of the City and the District as amended from time to time.
2. The Term of this Agreement is from August 17, 2020 through May 28, 2021 (Term).
3. District shall pay to City the amount of Thirty One Thousand Dollars and 00/100's (\$37,000.00) for Compensation Reimbursement of said officer during the Term of this agreement, payable in nine equal installments of Four Thousand One Hundred Eleven Dollars and 11/100's (\$4,111.11) payable by the last day of each month, beginning in September, 2020.

4. City and District agree that City in performing this Agreement shall act as an independent contractor and shall have control of its own work and the manner in which it is performed. The officer will be assigned to the Bertram Elementary School, however City will control assignment of specific officers to this position and will maintain supervisory control over all officers in the performance of their duties as peace officers. District, acting through its designated administrator, will have the right to allocate the officer's time at Bertram Elementary. The SROs shall not work more than 40 hours during a week for the District without prior authorization from the Bertram Chief of Police or, in their absence, the Bertram Mayor.
5. District agrees that its Board of Trustees will, pursuant to Section 37.081 of the Texas Education Code, designate officers of BPD as District peace officers. The Parties further recognize that the officers shall remain City employees, and shall wear the uniform and equipment of the BPD.
6. The City reserves the right to temporarily reassign the SRO, when, in the sole judgment of the City, their services are required in response to a citywide or major emergency.
7. In the event of an extended period of leave, or time-off, by the SRO during the school year, the City and the District shall cooperate in good faith to provide a temporary replacement SRO, as BPD staffing levels allow.
8. 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 District or 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 not otherwise existing at law.
9. 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 other party.
10. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, however 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.
11. Formal notices, demands, and communications between Parties shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, to the principal offices of the Parties and addressed to:

City of Bertram
Attn: Mayor
P.O. Box 1604
Bertram, Texas 78605

Burnet CISD
Attn: Superintendent
208 E. Brier
Burnet, Texas 78611

12. This Agreement may be terminated for convenience at any time by either party upon sixty (60) days written notice, at which time all parties shall be relieved of their obligations under this Agreement.
13. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Texas.
14. 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.

Burnet Consolidated Independent School District,

By: _____
Keith McBurnett, Superintendent

City of Bertram,
A Texas Municipal Corporation

By: _____
, Mayor

Bertram School Resource Officer Program

“Exhibit A”

PURPOSE

The primary purpose of the School Resource Officer (SRO) Program is to provide for the safety and security of staff and students with a focus on reduction and prevention of crime committed by juveniles and young adults. This is accomplished by assigning patrol officers to school facilities on a permanent basis. The SRO Program accomplishes this purpose by achieving the established goals and objectives. Goals and objectives are designed to develop and enhance rapport between youth, police officers and school administrators. Officers who are chosen for this program are responsible for establishing the communication links and creating a free flow of information between all parties involved.

GOALS

1. Reduction of criminal offenses committed by juveniles and young adults.
2. Establish rapport with the students.
3. Establish rapport with the parents, faculty, staff, administrators and other adults.
4. Create and expand programs with vision and creativity to increase student and faculty participation, which will benefit the students, the school district, the police department and the community. Programs such as Teacher In-Service, etc.
5. Present a positive role image for students and adults.
6. Provide safety for students, faculty, staff and all persons involved with the school district.

ORGANIZATIONAL STRUCTURE

1. A uniformed police officer designed as School Resource Officers (SRO) will be assigned to Bertram Elementary, and will directly report to the Bertram Police Department using the department's organizational structure.
2. SRO's are a police officer first, employed by the Bertram Police Department and responsible for carrying out all duties and responsibilities as a police officer. SRO's have enforcement responsibilities where criminal matters are concerned. The expectations toward counseling and education are more formally established in this setting. SRO's are not school disciplinarians and should not assume this role.

3. SRO's follow the Bertram Police Department organizational structure, regarding all matters pertinent to their position and function. SRO's will not involve themselves in administrative issues, personnel matters or routine discipline situation of the Burnet Consolidated Independent School District which are not criminal offenses.

SELECTION

When a SRO position becomes available, the school district will be consulted with about the selection, and officers tentatively selected to fill a vacant SRO position will meet with school officials prior to final selection. The Chief of Police or his designee will have the final deciding authority on SRO selection.

Selection criteria will include but will not be limited to:

- Oral presentation
- Performance Reports
- Experience
- Interpersonal Skills

Annually, SRO's will have a review/evaluation of SRO assignments in conjunction with both the Bertram Police Department and the Burnet Consolidated Independent School District.

STANDARD DUTY HOURS

- Elementary Campuses: 0700 hours – 1600 hours (Monday through Friday)
- There may be occasions when this schedule is altered because of court appearances, sickness, injury, training and special assignments. SRO's are still considered a non-exempt employee under the Fair Standards Act and is subject to its provisions as well as department and city policy relating to overtime. All overtime request will be reviewed and approved by Police Administration.
- Campus principals will be informed as soon as possible when an SRO is not able to be on campus.
- Holidays and Vacation: SRO's will accrue holidays and vacation at the rate allowed by City policy. They may be scheduled to coincide with school holidays when school is closed. SRO training should be accomplished during these periods or during the summer when school is not in session.
- Substitution: Substitution for the SRO by another officer will only be considered through a request to Police Administration and only on the joint approval of Police Administration and the school district. Typically, this will only be considered for an extended leave.

ADDITIONAL DUITES PERFORMED

- Subject to Call-Out
- At the direction of the BPD Chief of Police
- Provide security as required at District functions to include, but not limited to, school board meetings, graduations, athletic events.

DUTIES AND RESPONSIBILITIES

- Enforcement of Texas Criminal Code, Traffic Code, Education Code, Health and Safety Code, Family Code and applicable Burnet Consolidated ISD regulations.
 - In accordance with Senate Bill 393, Section 37.143, effective September 1, 2013, a police officer in the State of Texas is prohibited from issuing a citation to a student 10 years of age and younger than 17 years of age, who is alleged to have committed a school offense. This includes school sponsored events (i.e., sporting events and proms at facilities not owned by the school district).
- Proactively patrol high traffic areas, including outside of restrooms, hallways and exterior of the campus;
- Provide pro-active patrol of the campus for violations of the law;
- Provide pro-active patrol of the campus for suspicious persons and activity;
- Emergency response to crimes or emergencies in progress;
- Investigation and documentation of crimes occurring on campus;
- Work with the campus safety coordinator (generally an Assistant Principal) to assist with regular drills (lockdown, lockout, reverse evacuation, fire and inclement weather) in conjunction with campus staff, facility management and emergency services personnel;
- Respond to and investigate intrusion and fire alarms and provide on-site assistance to staff in the operation of the alarm system;
- Respond to non-emergency calls for service relating to the District;
- Assist other law enforcement agencies that may be involved with District personnel or students;
- Coordinate with Emergency Mental Health Officers and Mental Health Professionals responding to the campus;
- Investigation and documentation of violations of student code of conduct involving threat to safety;
- Investigate and document illnesses and injuries occurring on District property or relating to the operation of the District;
- Investigate fires on campus and serve as a liaison with the appropriate emergency service providers;
- Be alert and report facility related safety concerns;
- Respond to administrative requests to assist with emergencies such as fights or persons with weapons (This does not include classroom disruptions such as dress code violations, cursing, refusing to comply with class room rules);
- Assist administrators with students who are a danger to themselves, others or are damaging district property;
- Provide a presence on campuses during public demonstrations;
- Assist campus administrators in child custody matters, restraining orders and protective orders;
- Assist campus administrators with locating parents or guardians in case of an emergency;

- Assist campus administrator with security audits and crisis response plans;
- Provide a presence to administrators while they are dealing with irate persons;
- Provide a presence to administrators while conducting certain job functions (ie., suspensions and terminations);
- Provide administrators with “threat assessments” on students or staff exhibiting alarming behavior;
- Provide assistance to campus with traffic flow problems on school grounds;
- When necessary, assist with school zone speed enforcement and coordinate enforcement with appropriate patrol units.
- Provide information about newsworthy events and/or crimes occurring on District property or students/staff in accordance with the Bertram Police Department personnel policy;
- Building working relationships with the school’s staff as well as with student and parent groups;
- Promoting the profession of law enforcement and being a positive role model to students;
- Working with staff members to establish a safe and secure learning environment.

CONFIDENTIALITY OF STUDENT EDUCATION RECORDS

School officials shall allow SROs to inspect and copy public records maintained by the District only to the extent allowed by law, in accordance with the Texas Public Information Act and the federal Family Educational Rights and Privacy Act (FERPA).

- In carrying out its duties, the City, the SRO, and all other officers, agents and employees, shall at all times recognize and respect the confidentiality of student information, including but not limited to confidential student records, and shall seek access to such records only for a legitimate educational or law enforcement purpose, in accordance with the requirements of the Family Education Rights and Privacy Act, 20 U.S.C. §1232g (“FERPA”), Burnet CISD Board Policies FL(LEGAL) and (LOCAL), or other applicable law.
- Burnet CISD, for itself, its officers, agents and employees, agrees that it shall treat all information provided to it by the City and the SRO as confidential and shall not disclose any such information to a third party without the prior written approval of the City, except as required by law. The City, for itself and its officers, agents and employees, agrees that it shall treat all information provided to it by Burnet CISD as confidential and shall not disclose any such information to a third party, except as required by law.

CITY RESPONSIBILITIES:

- Provide SRO’s with a fully equipped patrol unit with radio communications.
- Provide SRO’s with police radio communications and cell phone.
- Maintain SRO’s police training and SRO training.

SCHOOL DISTRICT RESPONSIBILITIES:

The Burnet Independent School District shall provide the assigned SRO (s) the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:

- Access to an air-conditioned/heated and properly lighted private office with hallway or direct access to students during passing periods. The office should be large enough to conduct interviews of multiple persons, parents, and school staff.
- The SRO office should not (when practical) be placed in the main office unless multiple officers are assigned to the campus with one office having hallway or direct access.
- A location for files and records, which can be properly locked and secured.
- A desk with drawers, chair, worktable, filing cabinet, and office supplies.
- Access to a computer and telephone for general business purposes.
- Access to and encouraged classroom participation by SRO's.
- The opportunity for SRO's to address teachers and school administrators about the SRO program, goals, objectives, and criminal justice problems relating to students.

ADMINISTRATION

SRO's are not intended to be used to fill in for, or in place of school administrators and should not be utilized in that role.

ENFORCEMENT

Although the SRO's have been placed in a formal education environment, they are not relieved of the official duties as an enforcement officer. Decisions to intervene normally will be made when it is necessary to prevent violence, a breach of peace, personal injury or loss of property. When immediate action is needed and an SRO is not available, another officer may be dispatched to the school.

SRO's should investigate and prepare reports on minor offenses committed at the schools. Other department personnel may be summoned, as the SRO's deem necessary.

SUMMER ACTIVITY

SRO's should accomplish as much of their required training as possible during the summer months when school is not in session. SRO's may still be involved in some summer projects with the school district; however they will spend the majority of this time on police department assignments.

SUMMER SCHOOL

No SRO will be assigned to the school during summer school or summer events unless pre-arranged and approved by the Chief of Police or his designee. As when school is not in session, during the summer, the Burnet CISD will call the Bertram Police Department to have an officer from the Police Department respond.

PROGRAM CALENDAR

The SRO Program will begin just prior to the beginning of school each year and end the last day of the school year. Typically the second week in August till June 1st with beginning and ending dates being included in a contract agreed to by both parties.

For: Burnet Consolidated ISD Board of Trustees
Date: June 22, 2020
Action: Approval
Department: Superintendent's Office



Agenda Item #7E (Consent Agenda)

Discussion and Possible Action regarding the approval of an Interlocal Agreement with the City of Burnet to provide three School Resource Officers

Recommendation

The administration recommends the approval of an Interlocal Agreement with the City of Burnet to provide three School Resource Officers.

Summary

To address school safety, the City of Burnet and the District have created a partnership in which the District has contracted with the City to provide School Resource Officers in Burnet CISD.

The City of Burnet and the District have jointly developed an interlocal agreement to provide for a School Resource Officer at Burnet High School, Burnet Middle School, and one shared between Shady Grove Elementary and RJ Richey Elementary. Given the uncertainty surrounding school closures and budgets, the City and the District believe it is in the best interest of both organizations to reduce from 4 SROs to 3 SROs for the 2020-2021 school year.

Under the agreement, the District will pay \$217,125.03 to the City of Burnet for the three officers, which represents an overall savings of \$63,000 from last year. The per officer cost is increasing by 3%. The \$217,125.03 will be included in the BCISD 2020-2021 budget proposal.

A copy of the interlocal agreement has been attached for your review.

Respectfully Submitted by:

Keith McBurnett
Superintendent of Schools

INTERLOCAL AGREEMENT

BETWEEN BURNET CONSOLIDATED INDEPENDENT SCHOOL DISTRICT AND THE CITY OF BURNET

This Agreement is made the 22nd day of June, 2020, between the Burnet Consolidated Independent School District ("District") and the City of Burnet ("City").

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 agreement; furthermore, the governing bodies find that the performance of this contract is in the common interest of both parties; and that the division of cost fairly compensates the performing party.

WITNESSETH:

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

1. City will provide Three (3) Burnet Police Department (BPD) police officers to the District to serve as a School Resource Officer (SRO) on campuses located within the City of Burnet, in accordance with Exhibit "A" and under the policies and procedures of the City and the District as amended from time to time.
2. The Term of this Agreement is from August 17, 2020 through May 28, 2021 (Term).
3. District shall pay to City the amount of Two Hundred Seventeen Thousand One Hundred Twenty Five Dollars and 03/100's (\$217,125.03) for Compensation Reimbursement of all salaries, benefits, training, and vehicle expenses of said (3) Three officers during the Term of this agreement, payable in nine equal

installments of Twenty Four Thousand One Hundred Twenty Five dollars and 00/100's (\$24,125.00) payable by the last day of each month, beginning in September 2020.

4. City and District agree that City in performing this Agreement shall act as an independent contractor and shall have control of its own work and the manner in which it is performed. District, acting through its designated administrator, will have the right to allocate the officer's time amongst District's various facilities as it sees fit, however City will control assignment of specific officers to those positions and will maintain supervisory control over all officers in the performance of their duties as peace officers. SRO's shall not work more than forty (40) hours per week without prior authorization by the City.
5. District agrees that its Board of Trustees will, pursuant to Section 37.081 of the Texas Education Code, designate officers of BPD as District peace officers. The Parties further recognize that the officers shall remain City employees, and shall wear the uniform and equipment of the BPD.
6. The City reserves the right to temporarily reassign the SRO, when, in the sole judgment of the City, their services are required in response to a citywide or major emergency.
7. In the event of an extended period of leave, or time-off, by the SRO during the school year, the City and the District shall cooperate in good faith to provide a temporary replacement SRO, as BPD staffing levels allow.
8. 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 District or 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 not otherwise existing at law.
9. 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 other party.
10. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, however 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.

11. Formal notices, demands, and communications between Parties shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, to the principal offices of the Parties and addressed to:

City of Burnet
Attn: City Manager
P.O. Box 1369
Burnet, Texas 78611

BCISD
Attn: Superintendent
208 E. Brier
Burnet, Texas 78611

12. This Agreement may be terminated for convenience at any time by either party upon sixty (60) days written notice, at which time all parties shall be relieved of their obligations under this Agreement.

13. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Texas.

14. 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.

Burnet Consolidated Independent School District,

By: _____
Keith McBurnett, Superintendent

City of Burnet,
A Texas Municipal Corporation

By: _____
David Vaughn, City Manager

Burnet School Resource Officer Program

“Exhibit A”

PURPOSE

The primary purpose of the School Resource Officer (SRO) Program is to provide for the safety and security of staff and students with a focus on reduction and prevention of crime committed by juveniles and young adults. This is accomplished by assigning patrol officers to school facilities on a permanent basis. The SRO Program accomplishes this purpose by achieving the established goals and objectives. Goals and objectives are designed to develop and enhance rapport between youth, police officers and school administrators. Officers who are chosen for this program are responsible for establishing the communication links and creating a free flow of information between all parties involved.

GOALS

1. Reduction of criminal offenses committed by juveniles and young adults.
2. Establish rapport with the students.
3. Establish rapport with the parents, faculty, staff, administrators and other adults.
4. Create and expand programs with vision and creativity to increase student and faculty participation, which will benefit the students, the school district, the police department and the community. Programs such as Teacher In-Service, etc.
5. Present a positive role image for students and adults.
6. Provide safety for students, faculty, staff and all persons involved with the school district.

ORGANIZATIONAL STRUCTURE

1. A uniformed police officer designed as School Resource Officers (SRO) will be assigned to Burnet High School, Burnet Middle School, and one shared between RJ Richey Elementary and Shady Grove Elementary, and will directly report to the Burnet Police Department using the department's organizational structure.
2. SRO's are a police officer first, employed by the Burnet Police Department and responsible for carrying out all duties and responsibilities as a police officer. SRO's have enforcement responsibilities where criminal matters are concerned. The expectations toward counseling and education are more formally established in this setting. SRO's are not school disciplinarians and should not assume this role.

3. SRO's follow the Burnet Police Department organizational structure, regarding all matters pertinent to their position and function. SRO's will not involve themselves in administrative issues, personnel matters or routine discipline situation of the Burnet Consolidated Independent School District which are not criminal offenses.

SELECTION

When a SRO position becomes available, the school district will be consulted with about the selection, and officers tentatively selected to fill a vacant SRO position will meet with school officials prior to final selection. The Chief of Police or his designee will have the final deciding authority on SRO selection.

Selection criteria will include but will not be limited to:

- Oral presentation
- Performance Reports
- Experience
- Interpersonal Skills

Annually, SRO's will have a review/evaluation of SRO assignments in conjunction with both the Burnet Police Department and the Burnet Consolidated Independent School District.

STANDARD DUTY HOURS

- Secondary Campuses: 0730 hours – 1630 hours (Monday through Friday)
- Elementary Campuses: 0700 hours – 1600 hours (Monday through Friday)
- There may be occasions when this schedule is altered because of court appearances, sickness, injury, training and special assignments. SRO's are still considered a non-exempt employee under the Fair Standards Act and is subject to its provisions as well as department and city policy relating to overtime. All overtime request will be reviewed and approved by Police Administration.
- Campus principals will be informed as soon as possible when an SRO is not able to be on campus.
- Holidays and Vacation: SRO's will accrue holidays and vacation at the rate allowed by City policy. They may be scheduled to coincide with school holidays when school is closed. SRO training should be accomplished during these periods or during the summer when school is not in session.
- Substitution: Substitution for the SRO by another officer will only be considered through a request to Police Administration and only on the joint approval of Police Administration and the school district. Typically, this will only be considered for an extended leave.

ADDITIONAL DUITES PERFORMED

- Subject to Call-Out
- At the direction of BPD Corporal and BPD Chief of Police
- Provide security as required at District functions to include, but not limited to, school board meetings, graduations, athletic events.

DUTIES AND RESPONSIBILITIES

- Enforcement of Texas Criminal Code, Traffic Code, Education Code, Health and Safety Code, Family Code and applicable Burnet Consolidated ISD regulations.
 - In accordance with Senate Bill 393, Section 37.143, effective September 1, 2013, a police officer in the State of Texas is prohibited from issuing a citation to a student 10 years of age and younger than 17 years of age, who is alleged to have committed a school offense. This includes school sponsored events (i.e., sporting events and proms at facilities not owned by the school district).
- Proactively patrol high traffic areas, including outside of restrooms, hallways and exterior of the campus;
- Provide pro-active patrol of the campus for violations of the law;
- Provide pro-active patrol of the campus for suspicious persons and activity;
- Emergency response to crimes or emergencies in progress;
- Investigation and documentation of crimes occurring on campus;
- Work with the campus safety coordinator (generally an Assistant Principal) to assist with regular drills (lockdown, lockout, reverse evacuation, fire and inclement weather) in conjunction with campus staff, facility management and emergency services personnel;
- Respond to and investigate intrusion and fire alarms and provide on-site assistance to staff in the operation of the alarm system;
- Respond to non-emergency calls for service relating to the District;
- Assist other law enforcement agencies that may be involved with District personnel or students;
- Coordinate with Emergency Mental Health Officers and Mental Health Professionals responding to the campus;
- Investigation and documentation of violations of student code of conduct involving threat to safety;
- Investigate and document illnesses and injuries occurring on District property or relating to the operation of the District;
- Investigate fires on campus and serve as a liaison with the appropriate emergency service providers;
- Be alert and report facility related safety concerns;
- Respond to administrative requests to assist with emergencies such as fights or persons with weapons (This does not include classroom disruptions such as dress code violations, cursing, refusing to comply with class room rules);
- Assist administrators with students who are a danger to themselves, others or are damaging district property;
- Provide a presence on campuses during public demonstrations;
- Assist campus administrators in child custody matters, restraining orders and protective orders;
- Assist campus administrators with locating parents or guardians in case of an emergency;

- Assist campus administrator with security audits and crisis response plans;
- Provide a presence to administrators while they are dealing with irate persons;
- Provide a presence to administrators while conducting certain job functions (ie., suspensions and terminations);
- Provide administrators with “threat assessments” on students or staff exhibiting alarming behavior;
- Provide assistance to campus with traffic flow problems on school grounds;
- When necessary, assist with school zone speed enforcement and coordinate enforcement with appropriate patrol units.
- Provide information about newsworthy events and/or crimes occurring on District property or students/staff in accordance with the Burnet Police Department personnel policy;
- Building working relationships with the school’s staff as well as with student and parent groups;
- Promoting the profession of law enforcement and being a positive role model to students;
- Working with staff members to establish a safe and secure learning environment.

CONFIDENTIALITY OF STUDENT EDUCATION RECORDS

School officials shall allow SROs to inspect and copy public records maintained by the District only to the extent allowed by law, in accordance with the Texas Public Information Act and the federal Family Educational Rights and Privacy Act (FERPA).

- In carrying out its duties, the City, the SRO, and all other officers, agents and employees, shall at all times recognize and respect the confidentiality of student information, including but not limited to confidential student records, and shall seek access to such records only for a legitimate educational or law enforcement purpose, in accordance with the requirements of the Family Education Rights and Privacy Act, 20 U.S.C. §1232g (“FERPA”), Burnet CISD Board Policies FL(LEGAL) and (LOCAL), or other applicable law.
- Burnet CISD, for itself, its officers, agents and employees, agrees that it shall treat all information provided to it by the City and the SRO as confidential and shall not disclose any such information to a third party without the prior written approval of the City, except as required by law. The City, for itself and its officers, agents and employees, agrees that it shall treat all information provided to it by Burnet CISD as confidential and shall not disclose any such information to a third party, except as required by law.

CITY RESPONSIBILITIES:

- Provide SRO’s with a fully equipped patrol unit with radio communications.
- Provide SRO’s with police radio communications and cell phone.
- Maintain SRO’s police training and SRO training.

SCHOOL DISTRICT RESPONSIBILITIES:

The Burnet Independent School District shall provide the assigned SRO (s) the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:

- Access to an air-conditioned/heated and properly lighted private office with hallway or direct access to students during passing periods. The office should be large enough to conduct interviews of multiple persons, parents, and school staff.
- The SRO office should not (when practical) be placed in the main office unless multiple officers are assigned to the campus with one office having hallway or direct access.
- A location for files and records, which can be properly locked and secured.
- A desk with drawers, chair, worktable, filing cabinet, and office supplies.
- Access to a computer and telephone for general business purposes.
- Access to and encouraged classroom participation by SRO's.
- The opportunity for SRO's to address teachers and school administrators about the SRO program, goals, objectives, and criminal justice problems relating to students.

ADMINISTRATION

SRO's are not intended to be used to fill in for, or in place of school administrators and should not be utilized in that role.

ENFORCEMENT

Although the SRO's have been placed in a formal education environment, they are not relieved of the official duties as an enforcement officer. Decisions to intervene normally will be made when it is necessary to prevent violence, a breach of peace, personal injury or loss of property. When immediate action is needed and an SRO is not available, another officer may be dispatched to the school.

SRO's should investigate and prepare reports on minor offenses committed at the schools. Other department personnel may be summoned, as the SRO's deem necessary.

SUMMER ACTIVITY

SRO's should accomplish as much of their required training as possible during the summer months when school is not in session. SRO's may still be involved in some summer projects with the school district; however they will spend the majority of this time on police department assignments.

SUMMER SCHOOL

No SRO will be assigned to the school during summer school or summer events unless pre-arranged and approved by the Chief of Police or his designee. As when school is not in session, during the summer, the Burnet CISD will call the Burnet Police Department to have an officer from the Police Department respond.

PROGRAM CALENDAR

The SRO Program will begin just prior to the beginning of school each year and end the last day of the school year. Typically the second week in August till June 1st with beginning and ending dates being included in a contract agreed to by both parties.

For: Burnet Consolidated ISD Board of Trustees
Date: June 22, 2020
Action: Approval
Department: Technology Department



Agenda Item #7F (Consent Agenda)

Discussion and Possible Action regarding the Approval of the Purchase of Computers

Recommendation

The administration recommends the approval of the purchase of computers from Dell as presented.

Summary

This purchase represents our annual computer refresh and will ensure that we do not fall behind in providing our teachers and staff with the tools they need. These computers will be replacing the 90 oldest teacher and staff computers in the District. The purchase would be made under the DIR contract with Dell and as such does not require the typical bidding and procurement process for purchases in excess of \$50,000. The total price is \$53,994.60 and would come from funds budgeted for this purpose.

Respectfully Submitted by:

Adam Hermes
Director of Technology

For: Burnet Consolidated ISD Board of Trustees
Date: June 22, 2020
Action: Approval
Department: Business Office



Agenda Item #8A (Business Items)

Discussion and Possible Action regarding Approval of Local Policy Revisions, affecting LOCAL POLICY DEA: COMPENSATION AND BENEFITS

Recommendation

The administration recommends the approval of Local Policy DEA as presented.

Summary

Burnet CISD Local Policy DEA currently states the following:

Premium Pay During Disasters

Nonexempt employees who are required to work during an emergency closing for a disaster, as declared by a federal, state, or local official or the Board, shall be paid at the rate of one and one-half times their regular rate of pay for all hours worked up to 40 hours per week. Overtime for time worked over 40 hours in a week shall be calculated and paid according to law. [See DEAB] The Superintendent or designee shall approve payments and ensure that accurate time records are kept of actual hours worked during emergency closings.

Based on this policy, all hourly/non-exempt employees of Burnet CISD receive premium pay for any work done during a school closure. This policy was added in response to natural disasters in which many times only a certain group of employees like Maintenance workers are required to be in the field working, and in order to ensure those workers are compensated for the work provided above work required by all other employees. The policy as written, never considered a situation like a pandemic, in which all staff have the ability to work.

During the COVID-19 school closure, all professional/exempt staff were working, while nonexempt staff were, to the greatest extent possible, asked not to work in order to manage the District's personnel budget. As mentioned previously, because all employees during a pandemic have the ability to work, there is not an issue of inequity in who is asked to work.

Because of this, the Administration requested the District's school attorney to revise Local Policy DEA. The proposed revision states that if a closure occurs in which all employees are asked to work, all employees would be paid at their regular rate. No premium pay would be required when everyone works. The policy would still require premium pay for natural disasters or occurrences that require only certain employees to work.

The newly revised and recommended Local Policy DEA is as follows with the blue text representing the proposed changes:

Premium Pay During Disasters

Nonexempt employees who are required to work, when other employees are not required to work, during an emergency closing for a disaster, as declared by a federal, state, or local official or the Board, shall be paid at the rate of one and one half times their regular rate of pay for all hours worked up to 40 hours per week. Overtime for time worked over 40 hours in a week shall be calculated and paid according to law. [See DEAB] The Superintendent or designee shall approve payments and ensure that accurate time records are kept of actual hours worked during emergency closings. The Board may limit the amount of time that premium pay is issued to employees depending on the length of the emergency closing or reduced operations.

Respectfully Submitted by:

Clay Goehring
Director of Business and Finance

PROPOSED REVISIONS

The Superintendent shall recommend an annual compensation plan for all District employees. The compensation plan may include wage and salary structures, stipends, benefits, and incentives. [See also DEAA] The recommended plan shall support District goals for hiring and retaining highly qualified employees. The Board shall review and approve the compensation plan to be used by the District. The Board shall also determine the total compensation package for the Superintendent. [See BJ series]

Pay Administration

The Superintendent shall implement the compensation plan and establish procedures for plan administration consistent with the budget. The Superintendent or designee shall classify each job title within the compensation plan based on the qualifications, duties, and market value of the position.

Annualized Salary

The District shall pay all salaried employees over 12 months in equal monthly or bimonthly installments, regardless of the number of months employed during the school year. Salaried employees hired during the school year shall be paid in accordance with administrative regulations.

Pay Increases

The Superintendent shall recommend to the Board an amount for employee pay increases as part of the annual budget. The Superintendent or designee shall determine pay adjustments for individual employees, within the approved budget following established procedures.

Mid-Year Pay Increases

Contract Employees

A contract employee's pay may be increased after performance on the contract has begun only if authorized by the compensation plan of the District or there is a change in the employee's job assignment or duties during the term of the contract that warrants additional compensation. Any such changes in pay that do not conform with the compensation plan shall require Board approval. [See DEA(LEGAL) for provisions on pay increases and public hearing requirements]

Noncontract Employees

The Superintendent may grant a pay increase to a noncontract employee after duties have begun because of a change in the employee's job assignment or to address pay equity. The Superintendent shall report any such pay increases to the Board at the next regular meeting.

Pay During Closing

During an emergency closure, all employees shall continue to be paid for their regular duty schedule unless otherwise provided by Board action. Following an emergency closure, the Board shall adopt a resolution or take other Board action establishing the

COMPENSATION AND BENEFITS
COMPENSATION PLAN

DEA
(LOCAL)

purpose and parameters for such payments. [See EB for the authority to close schools]

Premium Pay
During Disasters

Nonexempt employees who are required to work, when other employees are not required to work, during an emergency closing for a disaster, as declared by a federal, state, or local official or the Board, shall be paid at the rate of one and one-half times their regular rate of pay for all hours worked up to 40 hours per week. Overtime for time worked over 40 hours in a week shall be calculated and paid according to law. [See DEAB] The Superintendent or designee shall approve payments and ensure that accurate time records are kept of actual hours worked during emergency closings. The Board may limit the amount of time that premium pay is issued to employees depending on the length of the emergency closing or reduced operations.



BURNET
Consolidated ISD

CRAFTING *the* FUTURE

For: Burnet Consolidated ISD Board of Trustees
Date: June 22, 2020
Action: Action
Department: Curriculum and Instruction

Agenda Item #8B (Business Items)

Discussion and Possible Action Regarding the Approval of the 2020-2021 Student Code of Conduct

Recommendation

The Administration recommends approval of the 2020-2021 Student Code of Conduct.

Summary

The Student Code of Conduct serves as a guide to communicate to students, parents, school staff, and the community exactly what students expectations are, and how the District will handle misconduct. The Texas Association of School Boards (TASB) Policy Service updates the *Model Student Code of Conduct* biannually following regular sessions of the Texas Legislature and publishes documents for local school districts to use in developing resources appropriate for responding to Chapter 37 of the Texas Education Code.

Because it was not a legislative year, the 2020-2021 Student Code of Conduct has minimal revisions to the prior year's version. A copy of the proposed 2020-2021 Student Code of Conduct is enclosed for your review.

Respectfully Submitted by:

Dr. Rachel Jones
Assistant Superintendent of Curriculum and Instruction



BURNET

Consolidated ISD

Student Code of Conduct

2020–21 School Year

If you have difficulty accessing the information in this document because of disability, please contact Becky.Everett@burnetcisd.net.

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Student Code of Conduct

Accessibility

If you have difficulty accessing the information in this document because of disability, please contact Becky Everett, the Curriculum Department Administrative Assistant at 512-756-2124 or Becky.Everett@burnetcisd.net.

Purpose

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

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

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

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

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

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

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

School District Authority and Jurisdiction

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

The district has disciplinary authority over a student:

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

Campus Behavior Coordinator

As a District of Innovation, Burnet CISD is not required to designate campus behavior coordinators. Campus assistant principals are primarily responsible for maintaining student discipline. The district shall post on its website and in the Student Handbook, for each campus, the email address and telephone number of the assistant principal who is primarily responsible for maintaining student discipline. Contact information may be found on the district website and within the Student Handbook for each campus, located at www.burnetcisd.net.

Threat Assessment and Safe and Supportive School Team

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

Searches

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

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

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

Reporting Crimes

Campus or district administrators shall report crimes as required by law and shall call local law enforcement when an administrator suspects that a crime has been committed on campus.

Security Personnel

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

“Parent” Defined

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

Participating in Graduation Activities

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

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

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

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

Unauthorized Persons

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

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

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

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

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

Standards for Student Conduct

Each student is expected to:

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

General Conduct Violations

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

Disregard for Authority

Students shall not:

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

Mistreatment of Others

Students shall not:

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

- Record the voice or image of another without the prior consent of the individual being recorded or in any way that disrupts the educational environment or invades the privacy of others.

Property Offenses

Students shall not:

- Damage or vandalize property owned by others. (For felony criminal mischief, see **DAEP— Placement and/or Expulsion for Certain Offenses** on page 25.)
- Deface or damage school property—including textbooks, technology and electronic resources, lockers, furniture, and other equipment—with graffiti or by other means.
- Steal from students, staff, or the school.
- Commit or assist in a robbery or theft, even if it does not constitute a felony according to the Penal Code. (For felony robbery, aggravated robbery, and theft, see **DAEP— Placement and/or Expulsion for Certain Offenses** on page 25.)

Possession of Prohibited Items

Students shall not possess or use:

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

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

Possession of Telecommunications or Other Electronic Devices

Students shall not:

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

Illegal, Prescription, and Over-the-Counter Drugs

Students shall not:

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

Misuse of Technology Resources and the Internet

Students shall not:

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

causes a substantial disruption to the educational environment or infringes on the rights of another student at school.

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

Safety Transgressions

Students shall not:

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

Miscellaneous Offenses

Students shall not:

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

The district may impose campus or classroom rules in addition to those found in the Code. These rules may be posted in classrooms or given to the student and may or may not constitute violations of the Code.

Discipline Management Techniques

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

Students with Disabilities

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

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

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

Techniques

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

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

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

Prohibited Aversive Techniques

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

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

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

Notification

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

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

Appeals

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

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

Removal from the School Bus

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

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

Removal from the Regular Educational Setting

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

Routine Referral

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

Formal Removal

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

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

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

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

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

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

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

Returning a Student to the Classroom

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

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

Out-of-School Suspension

Misconduct

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

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

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

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

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

Process

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

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

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

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

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

6. A student's status as homeless.

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

Coursework During Suspension

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

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

Disciplinary Alternative Education Program (DAEP) Placement

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

For purposes of DAEP, elementary classification shall be kindergarten–grade 5 and secondary classification shall be grades 6–12.

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

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

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

Discretionary Placement: Misconduct That May Result in DAEP Placement

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

Misconduct Identified in State Law

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

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

In accordance with state law, a student **may** be placed in a DAEP if the superintendent or the superintendent's designee has reasonable belief (see **glossary**) that the student has engaged in conduct punishable as a felony, other than aggravated robbery or those listed as offenses in

Title 5 (see **glossary**) of the Penal Code, that occurs off school property and not at a school-sponsored or school-related event, if the student's presence in the regular classroom threatens the safety of other students or teachers or will be detrimental to the educational process.

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

Mandatory Placement: Misconduct That Requires DAEP Placement

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

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

- a court or jury finds that the student has engaged in delinquent conduct (see glossary)
- The superintendent or designee has a reasonable belief (see glossary) that the student engaged in the conduct.

Sexual Assault and Campus Assignments

If a student has been convicted of continuous sexual abuse of a young child or children or convicted of or placed on deferred adjudication for sexual assault or aggravated sexual assault against another student on the same campus, and if the victim's parent or another person with the authority to act on behalf of the victim requests that the board transfer the offending student to another campus, the offending student shall be transferred to another campus in the district. If there is no other campus in the district serving the grade level of the offending student, the offending student shall be transferred to a DAEP.

Process

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

Conference

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

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

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

Consideration of Mitigating Factors

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

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

Placement Order

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

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

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

Coursework Notice

The parent or guardian of a student placed in DAEP shall be given written notice of the student's opportunity to complete a foundation curriculum course in which the student was enrolled at the time of removal and which is required for graduation, at no cost to the student. The notice shall include information regarding all methods available for completing the coursework.

Length of Placement

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

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

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

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

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

Exceeds One Year

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

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

Exceeds School Year

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

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

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

Exceeds 60 Days

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

Appeals

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

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

Appeals shall begin at Level 1 with the Principal.

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

Restrictions During Placement

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

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

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

Placement Review

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

Additional Misconduct

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

Notice of Criminal Proceedings

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

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

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

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

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

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

Withdrawal During Process

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

Newly Enrolled Students

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

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

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

Emergency Placement Procedure

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

Transition Services

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

Placement and/or Expulsion for Certain Offenses

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

Registered Sex Offenders

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

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

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

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

Review Committee

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

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

Newly Enrolled Student

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

Appeal

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

Certain Felonies

Regardless of whether placement or expulsion is required or permitted by one of the reasons in the DAEP Placement or Expulsion sections, in accordance with Education Code 37.0081, a

student may be expelled and placed in either DAEP or JJAEP if the board or campus behavior coordinator makes certain findings and the following circumstances exist in relation to aggravated robbery or a felony offense under Title 5 (see **glossary**) of the Penal Code. The student must:

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

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

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

Hearing and Required Findings

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

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

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

Length of Placement

The student is subject to the placement until:

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

Placement Review

A student placed in a DAEP or JJAEP under these circumstances is entitled to a review of his or her status, including academic status, by the campus behavior coordinator or board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress

toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall have the opportunity to present arguments for the student's return to the regular classroom or campus.

Newly Enrolled Students

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

Expulsion

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

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

Discretionary Expulsion: Misconduct That May Result in Expulsion

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

Any Location

A student **may** be expelled for:

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent.
- Conduct that contains the elements of assault under Penal Code 22.01(a)(1) in retaliation against a school employee or volunteer.
- Engaging in conduct that contains the elements of one of the following offenses against another student:
 - Aggravated assault.
 - Sexual assault.
 - Aggravated sexual assault.
 - Murder.
 - Capital murder.
 - Criminal attempt to commit murder or capital murder.
 - Aggravated robbery.
- Breach of computer security. (See **glossary**)
- Engaging in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school.

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

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

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

Within 300 Feet of School

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

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

Property of Another District

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

While in DAEP

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

1. Deliberate violent behavior that poses a direct threat to the health or safety of others;

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

Mandatory Expulsion: Misconduct That Requires Expulsion

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

Under Federal Law

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

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

Under the Penal Code

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

Note: A student may not be expelled solely on the basis of the student's use, exhibition, or possession of a firearm that occurs at an approved target range facility that is not located on a school campus, while participating in or preparing for a school-sponsored, shooting sports competition or a shooting sports educational activity that is sponsored or supported by the Parks and Wildlife Department, or a shooting sports sanctioning organization working with the department. [See policy FNCG(LEGAL).]

 - A location-restricted knife, as defined by state law. (See **glossary**.)
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined in state law. (See **glossary**.)
- Behaving in a manner that contains elements of the following offenses under the Penal Code:
 - Aggravated assault, sexual assault, or aggravated sexual assault.
 - Arson. (See **glossary**.)
 - Murder, capital murder, or criminal attempt to commit murder or capital murder.
 - Indecency with a child.

- Aggravated kidnapping.
 - Aggravated robbery.
 - Manslaughter.
 - Criminally negligent homicide.
 - Continuous sexual abuse of a young child or children.
 - Behavior punishable as a felony that involves selling, giving, or delivering to another person, or possessing, using, or being under the influence of marijuana, a controlled substance, a dangerous drug, or alcohol; or committing a serious act or offense while under the influence of alcohol.
- Engaging in retaliation against a school employee or volunteer combined with one of the above-listed mandatory expulsion offenses.

Under Age Ten

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

Process

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

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

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

Hearing

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

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

After providing notice to the student and parent of the hearing, the district may hold the hearing regardless of whether the student or the student's parent attends.

The board of trustees delegates to the Superintendent authority to conduct hearings and expel students.

Board Review of Expulsion

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

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

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

Expulsion Order

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

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

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

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

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

Length of Expulsion

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

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

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

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

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

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

Withdrawal During Process

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

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

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

Additional Misconduct

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

Restrictions During Expulsion

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

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

Newly Enrolled Students

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

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

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

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

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

Emergency Expulsion Procedures

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

DAEP Placement of Expelled Students

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

Transition Services

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

Glossary

Abuse is improper or excessive use.

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

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

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

Arson is defined in part by Penal Code 28.02 as:

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

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

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

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

Bullying is defined in Section 37.0832 of the Education Code as a single significant act or a pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves engaging in written or verbal expression, expression through electronic means, or physical conduct that:

1. Has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or of damage to the student's property;
2. Is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student;
3. Materially and substantially disrupts the educational process or the orderly operation of a classroom or school; or
4. Infringes on the rights of the victim at school.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Harassment includes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Prohibited weapon under Penal Code 46.05(a) means:

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

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

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

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

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

Serious misbehavior means:

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

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

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

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

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

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

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

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

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

- Murder, manslaughter, or homicide under Sections 19.02, – .05;
- Kidnapping under Section 20.03;
- Trafficking of persons under Section 20A.02;
- Smuggling or continuous smuggling of persons under Sections 20.05 – .06;
- Assault under Section 22.01;
- Aggravated assault under Section 22.02;
- Sexual assault under Section 22.011;
- Aggravated sexual assault under Section 22.021;
- Unlawful restraint under Section 20.02;
- Continuous sexual abuse of a young child or children under Section 21.02;
- Bestiality under Section 21.09;
- Improper relationship between educator and student under Section 21.12;
- Voyeurism under Section 21.17;
- Indecency with a child under Section 21.11;
- Invasive visual recording under Section 21.15;
- Disclosure or promotion of intimate visual material under Section 21.16;
- Sexual coercion under Section 21.18;
- Injury to a child, an elderly person, or a disabled person of any age under Section 22.04;
- Abandoning or endangering a child under Section 22.041;
- Deadly conduct under Section 22.05;
- Terroristic threat under Section 22.07;
- Aiding a person to commit suicide under Section 22.08; and
- Tampering with a consumer product under Section 22.09.

[See FOC(EXHIBIT).]

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

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

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

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For: Burnet Consolidated ISD Board of Trustees
Date: June 22, 2020
Action: Approval
Department: Curriculum and Instruction



Agenda Item #8C (Business Items)

Discussion and Possible Action regarding Approval of the Optional Flexible School Day Program at Quest High School for 2020-2021

Recommendation

The Administration recommends the approval of the 20-21 application for renewal of the Optional Flexible School Day Program at Quest High School.

Summary

The Optional Flexible School Day Program Application is submitted to the state on an annual basis for alternative high schools with a high at-risk student population. The intent of the program is to provide at-risk students with a flexible school day, which will help increase credit completion and graduation, and reduce student absences. The program also allows BCISD to count enrolled students in our Average Daily Attendance and to recoup participating students' attendance for absences during the regular school year.

Respectfully Submitted by:

Dr. Rachel Jones
Assistant Superintendent of Curriculum and Instruction

Texas Education Agency



APPLICATION

Optional Flexible School Day Program (OFSDP)

2020-2021 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, 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;
 - the student is attending a school with an approved early college high school program designation; or
 - the student is attending an academically unacceptable campus implementing a campus turnaround plan approved by the commissioner under TEC 39A Subchapter C; or
 - **the student is attending a community-based dropout recovery education program as defined by TEC, §29.081 (e-1) or(e-2).**

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 required state assessments 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 46, 48, and 49, only for the actual number of contact hours the student receives, not to exceed 720 hours or 43,200 minutes per 12-month period. **Students in enrolled in the traditional program for part of the year and the OFSDP program for part of the year may not earn more than one ADA.**

Board Approval

The board of trustees of a school district must include the OFSDP as an item on a regular agenda for a board meeting. Board of trustees of a school district must discuss the progress of the program before approving the program and applying to operate an 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 may be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. When requested, 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.

Article I - Parties to Agreement

Provisions of 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

Burnet Consolidated Independent School District

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

located at

208 E. Brier St., Burnet Texas, 78611

(Physical Address)

hereinafter referred to as "district."

Article II - Period of Agreement

The period of the agreement, as detailed by participating campus in **Appendix 5**, is for a maximum of one school year plus an additional 30 school days if the district is applying for credit recovery. **Please note that the agreement term is subject to annual renewal.**

Article III - Purpose of Agreement

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

Article IV - Reporting Requirements

The district may 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, Board Approval
- Appendix Three, Attendance and Compliance Procedures of Proposed Program (Attach File)
- Appendix Four, Contact Sheet
- Appendix Five, Participating Campuses, Student Eligibility, and Period of Agreement (Attach File)

Article VI - Application Process

- For questions or assistance regarding this application, please email opflex@tea.texas.gov or call 512-463-9294.
- Applications should be submitted 30 days prior to the start of the program, please make sure the start date(s) on Appendix 5 is 30 days or more after the application is submitted.
- Applications submitted by July 15th should be approved by August 15th.
- Please email the complete application and attachments to: opflex@tea.texas.gov .
- Email subject line should indicate: 2020-2021 OFSDP Application - District Name, County District Number

Article VII - Agreement

AGREED and accepted on behalf of the school district or open-enrollment charter school to be effective on the earliest date written above by a person authorized to bind the district.

Typed Name Keith McBurnett _____
Authorized Signature

Typed Title Superintendent of Schools _____

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, 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;
 - the student is attending a school with an approved early college high school program designation; or
 - the student is attending an academically unacceptable campus implementing a campus turnaround plan approved by the commissioner under TEC 39A Subchapter C; or
 - the student is attending a community-based dropout recovery education program as defined by TEC, §29.081 (e-1) or (e-2).

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 faculty and administrators with baccalaureate or advanced degrees, highly qualified staff, and certified teachers as required by 19 Texas Administrative Code §129.1027 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 track the number of minutes the student receives instruction each day and to comply with applicable sections of the [Student Attendance Accounting Handbook](#).

- 8. to comply with all reporting requirements established by the TEA;
- 9. not to discriminate based on disability, race, color, national origin, religion, or sex; and
- 10. 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.

AGREED and accepted terms and conditions of Appendix One on behalf of the school district or open-enrollment charter school by persons authorized to bind the district.

Andy Feild, School Board President, 512-756-3016

Name, Title, and Telephone Number of School Board President

Signature of School Board President Date

Keith McBurnett, Superintendent of Schools, 512-756-2124

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 Board Approval

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

1. The board of trustees of the school district or the governing board of the open-enrollment charter school **agrees to include the OFSDP as an item of agenda** concerning the proposed application.
2. The board of trustees of the school district or the governing board of the open-enrollment charter school must discuss the progress of the program before applying to operate an OFSDP.

The pre-application for the OFSDP Program was on the agenda and discussed at the board meeting below:

Month: June

Day: 22

Year: 2020

Time: 5:30 PM

Location:
208 E. Brier St., Burnet Texas, 78611

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

Andy Feild, School Board President, 512-756-3016

Name, Title, and Telephone Number of School Board President

Signature of SchoolBoard President Date

Keith McBurnett, Superintendent of Schools, 512-756-2124

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 Three

Attendance and Compliance Procedures of Proposed Program

The definition of terms of the application applies to this Appendix Three. Attendance Procedures 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.

Concisely provide the information below on separate 8 ½” x 11” sheets of paper:

1. Please indicate the number of OFSDP students that will be served per teacher.
2. **If** the OFSDP program will offer special education, career and technology education, pregnancy related services or bilingual education, please indicate how services will be provided, the teacher certification standards in each program area, and how services will comply with the [Student Attendance Accounting Handbook](#).
3. OFSDP requires a teacher of record to record the actual number of students’ instructional minutes on any given day. Please explain the following:
 - a. How the classroom teacher will verify the number of minutes of instruction a student receives each day.
 - b. How the district will make sure that minutes for students who did not attend a minimum of 45 minutes on a particular day are not reported for funding.
 - c. How the district will make sure that students transferring from the traditional program (ADA Codes 0-6) to OFSDP (ADA Codes 7-8) will not generate more than one ADA in total for the school year and that students will not receive more than 10,800 minutes per course. It is recommended that the district apply the following formula to determine the maximum OFSDP minutes a student is eligible = (Calendar School Days - Traditional Days Present x 240).
 - d. How the district will ensure that attendance practices and records comply with Sections 2.2.3 and 11.6 of the [Student Attendance Accounting Handbook](#).
 - e. How Student Detail Audit reports for the OFSDP track will be reviewed and certified each six-weeks.

NOTE: absences and days present do not exist in the OFSDP program

4. **If** students are attending a community-based dropout recovery education program offered online as defined by TEC, §29.081 (e-2), please include the following:
 - a. Describe the curriculum credentials, certifications, or other course offerings that relate directly to employment opportunities in the state.
 - b. Describe the individual learning plan or process used to monitor each student’s progress.
 - c. Indicate how student will be served by an academic coach and local advocate.
 - d. Indicate the date of the month that monthly student progress reports will be provided to the student’s school district.
 - e. Describe the educational software utilized and explain how the software will track and certify the number of instructional minutes each student receives each day.

Burnet Consolidated Independent School District

OFSDP 2020-2021 Application, Appendix 3

Description of Proposed OFSDP Program: Quest High School

The goal of Quest High School is to provide at-risk students with a flexible school day program which will increase graduation rates by allowing students to continue their education while managing their own life circumstances. Burnet CISD has an economically disadvantaged population of approximately 57%. Quest serves those at-risk students who need a flexible day schedule as well as those who have not been successful in a traditional school setting.

High school students who are at risk of dropping out of school, as defined by TEC.29.081 and 29.092 are eligible to apply for enrollment. Students may be referred by high school counselors or may apply directly to the Principal. Students referred for enrollment, as well as the parent or guardian of students under the age of eighteen, will meet with the Principal to verify student eligibility and to obtain written consent to enroll in the Quest program. Each student must meet general guidelines to enroll at BCISD and be identified as at-risk. After verifying consent, each student's signed forms will be placed into their permanent folders for record keeping. Program guidelines and requirements will be discussed as well as the student's graduation plan. The Quest Principal will approve each enrolling student.

Students will attend classes between the hours of 8:05 a.m. and 3:20 p.m. for a minimum of four days per week for a minimum of three hours per day. Students will attend Monday through Friday at their option. OFSDP services will be offered to all students that meet state eligibility criteria. Full-time staff serving students a minimum of ten hours per week include: six certified teachers who will provide instruction to supplement web-based on-line curriculum, an administrator who will monitor the daily program operations, and a school attendance specialist who will also address truancy issues. Each teacher will serve no more than 10 OFSDP students. Students participating in CTE courses, special education services, and pregnancy related services will be served with state-certified personnel in each area. Additionally, English Language Learners will be served with ESL-certified staff. All teachers of record will be reported in PEIMS through the district Student Information System Any programs offered at Quest High School will be compliant to state standards for operation and staff certification.

Additional resources include a certified school counselor who will serve students a minimum of 20 hours a week and the District Intervention Counselor, who is available as-needed. Students also have service opportunities provided to allow for deeper connections with the community. Each of these resources

will be available to students daily during normal school hours. The state-certified Principal will oversee all alternative programs, including Quest High School.

Students will be served by certified staff in all offered programs meeting the requirements set forth in the Student Attendance Accounting Handbook. Students are required to attend regularly scheduled instruction for this program; Burnet CISD will not use an Online Dropout Recovery Education Program. The District PEIMS Coordinator will monitor to ensure that OFSDP students do not receive more than 10,800 minutes per course, and she will notify administrators so that concerns in schedules are addressed. Each teacher will comply with section 2.2.3 and 11.6 of the Student Attendance Accounting Handbook. Student attendance data for this flexible school day program will be maintained in the District's Student Information System, and reporting features within the computerized curriculum system will be utilized according to the Student Attendance Accounting Handbook. The teacher will record entry and exit times using the template provided by TEA for each OFSDP student, and those reports will be submitted to the Quest campus administration for verification. Six weeks reports will verify attendance records are accurate and signed by PEIMS clerk, Attendance clerk and Principal. Documentation will then be submitted to our District PEIMS coordinator for audit and submission to TEA. The District PEIMS coordinator and Quest High School Administration will review and certify OFSDP Student Detail Audit reports each six weeks.

Quest will issue progress reports and report cards at three-week intervals in accordance with District timelines for all campuses. These reports will include progress in each course enrolled by a number grade and also teacher recommendations. Graduation rates, attendance, and course completions all will be reported annually. Students in Quest will take the required mandatory state assessments during the regular assessment cycle. These mandatory tests will be administered and reported by the Quest High School counselor and Testing Coordinator. Students who meet state and local requirements for graduation may participate in the Quest High School commencement program.

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:	Dr. Rachel Jones
District Superintendent or Charter School Chief Operations Officer:	Keith McBurnett
Mailing Address:	208 E. Brier St.
City, State, Zip Code:	Burnet, TX, 78611
Telephone Number:	512-756-2124
Alternate Telephone Number:	512-756-6747
Fax Number:	512-756-7498
Email Address:	rjones@burnetcisd.net

Contact Name:	Dr. Douglas Marvin
Email Address:	dmarvin@burnetcisd.net

Contact Name:	Deana Thomas
Email Address:	dthomas@burnetcisd.net

Contact Name:	Kelli McCord
Email Address:	kmccord@burnetcisd.net

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.

Appendix Five

Participating Campuses, Student Eligibility, and Period of Agreement

Click and download the link below to complete the template:

[2020-2021 Participating Campuses, Student Eligibility, and Period of Agreement Template.](#)

*Note: Make sure to include the district number circled in red.

Once Completed please email the application, Appendix three in MS Excel file format, and Appendix 5 to OPFLEX@tea.texas.gov.

Optional Flexible School Day Program (OFSDP)

School Year 2020-2021

District Number	027903	ELIGIBILITY DESIGNATION 1 = TEC §29.081 At-Risk Students 2 = TEC §25.092 Minimum Attendance 3 = TEC §29.908 Early College HS 4 = TEC §39A Campus Turnaround Plan 5 = Credit Recovery 6 = TEC §29.081 (e-1) Campus Dropout Recovery 7 = TEC §29.081 (e-2) Online Dropout Recovery	School Year Period of Agreement (Reported in TSDS PEIMS Summer Collection 3) A Student may not report more than one ADA IN TOTAL on the 42400 Basic Attendance Collection 3 and 42500 Flex Attendance in collections 3 and 4)							Credit Recovery Summer Period of Agreement Only for Eligibility Designation 5 not to exceed 30 school days (Reported in TSDS PEIMS Extended Collection 4) A Student may not report more than one ADA IN TOTAL on the 42400 Basic Attendance collection 3 and 42500 Flex Attendance in collections 3 and 4)							
			1	2	3	4	5	6	7	Estimated Total Students	Start Date	End Date	Proposed Days: SUMT WTHFS	Minutes Per Day	Start Date	End Date	Proposed Days: SUMT WTHFS
Nine Digit District and Campus Number	Campus Name																
027903003	QUEST H S	1	2				6		20	8/17/2020	6/25/2021	MTWTFH	430				
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BURNET
Consolidated ISD

CRAFTING *the* FUTURE

For: Burnet Consolidated ISD Board of Trustees
Date: June 22, 2020
Action: Approval
Department: Curriculum and Instruction

Agenda Item #8D (Business Items)

Discussion and Possible Action regarding the Approval of a 2019-2020 Waiver for Required Early Notice of Students at Risk of Failure due to 2020-2021 State Assessment

Recommendation

The Administration recommends the approval of an application for a 2019-2020 Waiver for Required Early Notice of Students at Risk of Failure.

Summary

Districts are required to notify at-risk students near the end of grades 4 and 7 that in their following year (grades 5 and 8), they will be subject to the Student Success Initiative (SSI) promotion requirement of passing the STAAR Reading and Math tests. Districts generally use performance on 4th and 7th grade STAAR tests along with local data to determine which students should be sent this early notification.

Because of the lengthy school closure and suspension of state testing, the Texas Education Agency has provided a waiver application for districts to request a timeline extension for notifying families that a student is at-risk of failing the next year due to SSI requirements. Districts that receive the waiver would be allowed to notify families in the fall of 2020 once school resumes and a reasonable amount of student performance can be evaluated to determine which students are truly at risk.

The BCISD Administration recommends that the Board of Trustees approve the application for the waiver so that the 2020-2021 SSI at-risk notification to families can be informed by reliable student performance data after school resumes.

Respectfully Submitted by:

Dr. Rachel Jones
Assistant Superintendent of Curriculum and Instruction

For: Burnet Consolidated ISD Board of Trustees
Date: June 22, 2020
Action: Approval
Department: Human Resources



Agenda Item #8E (Business Items)

Discussion and Possible Action regarding the Approval of the 2020-2021 Appraisal Calendar

Recommendation

The administration recommends the approval of the 2020-2021 Appraisal Calendar.

Summary

As outlined in Chapter 19 of the Texas Administrative Code, Section 150.1003(d), each school district is required to establish a calendar for the appraisal of teachers. The appraisal period for each teacher must include all of the days of a teacher's contract. Additionally, observations during the appraisal period must be conducted during the required days of instruction for students during one school year.

The attached schedule reflects additional considerations delineated in the administrative code regarding the limitations for conducting teacher appraisals, including, but not limited to, the following:

- 1. Exclude observations in the two weeks following the day of completion of the T-TESS orientation in the school years when an orientation is required, and**
- 2. Indicate a period for summative annual conferences that ends no later than 15 working days before the last day of instruction for students.**

A calendar is attached for your review.

Respectfully Submitted by:

Michele Gilmore
Director of Human Resources and Administrative Services



Burnet Consolidated ISD T-TESS Appraisal Calendar 2020-2021

Goal Setting Conferences:	September 22, 2020
Goals Completed in Strive:	September 25, 2020
Pre-Conference:	May take place any time before formal observation
Observations May Begin:	August 31, 2020 (except on days before a school holiday)
Post-Conference:	10 working days after completion of formal observation
Documented Walkthroughs:	May take place any time after August 31, 2020
Observations Complete: (NEW to Burnet Teachers)	December 17, 2020
Observations Complete: (RETURNING Burnet Teachers)	March 12, 2021
Teacher Provides 20-21 Evidence for Goals:	April 1, 2021
End-of-Year Conference and Goals for 20-21:	April 6, 2021
Summative Evaluation Signed from Teacher/Administrator:	May 3, 2021
Summative Evaluations to HR:	May 10, 2021