

Regular Meeting
Tuesday, August 11, 2020 7:00 PM

Harleton Independent School District
17000 S.H. 154
Harleton, Texas 75651

Agenda

1. Call to Order
2. Roll Call of Board Members
3. Pledge of Allegiance
4. Open Forum
5. Consent Agenda
 - A. Approval of Board Minutes - All Goals
 - B. Check Payments and Utilities
 - C. Financial Statement - Finance All
6. Information Items
 - A. Discussion of Update 115
 - B. Updated/Corrected Gans & Smith Insurance Agency, Inc Proposal
 - C. FIRST 2019-2020 Ratings Based On School Year 2018-2019 DATA - District Status Detail
 - D. Enrollment as of August 10, 2020
 - E. Transfers for 2020-2021
7. Action Items
 - A. Consider and Approval of the Harleton ISD board to officially call for a School Board Election on November 3, 2020 for Places 1, 2, 5, & 6
 - B. Consider and Approve Harleton ISD Teacher Appraisal Calendar for 2020-2021
 - C. Closed Session
 1. Pursuant to Texas Government Code Sections 551.074 for the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee and 551.072 Deliberations about Real Property - A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property is deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.
 - D. Personnel Issues, Including Resignations, Terminations, and Discipline of District Employees
 - E. Student Issues, Including Discipline, Safety, and Student Information
8. Board Input
9. Adjourn

Harleton ISD

Regular Meeting: July 14, 2020

Members Present: Pat Mc Gill
Shaun Borden
Kevin Wright
Harvey Fox
Brad Nixon

Members Absent: Brian Degner, Jacob Muehlstein

The board meeting was called to order at 7:00 PM by Pat Mc Gill with a roll call of members. Pledge was led by Pat Mc Gill and Invocation was led by Jay Ratcliff.

Open Forum was offered, but no one signed up to speak on any topic

The consent agenda was approved by general consent which consisted of:

- Approval of June 9, 2020 board minutes
- Obligations and Vouchers
- Financial Statement

Motion by Kevin Wright and second by Shaun Borden to approve Worker's Compensation Plan year 2020-2021 Renewal Addendum with Claims Administrative Services. Voting for: Pat Mc Gill, Harvey Fox and Brad Nixon. Voting against: None. Motion carried.

Motion by Brad Nixon and second by Harvey Fox to approve the Bus Bid for 2020-2021 school year purchase without Air Conditioning. Voting for: Kevin Wright, Shaun Borden and Pat Mc Gill. Voting against: None. Motion carried.

Motion by Shaun Borden and second by Kevin Wright to approve the 2020-2021 Region 7 Service Agreements as presented. Voting for: Harvey Fox, Pat Mc Gill and Brad Nixon. Voting against: None. Motion carried.

Motion by Harvey Fox and second by Kevin Wright to approve Travel Request for Systems Go Teacher Training as presented. Voting for: Brad Nixon, Shaun Borden and Pat Mc Gill. Voting against: None. Motion carried.

Motion by Brad Nixon and second by Kevin Wright to approve Softball Field House Site Plan as presented. Voting for: Harvey Fox, Shaun Borden and Pat Mc Gill. Voting against: None. Motion carried.

Motion by Harvey Fox and second by Shaun Borden to approve authorizing the Superintendent to Submit the Letter of Intent for the Asynchronous Remote Instruction Plan. Voting for: Brad Nixon, Kevin Wright and Pat Mc Gill. Voting against: None. Motion carried.

Motion by Harvey Fox and second by Brad Nixon to approve authorizing the Superintendent to Submit the Asynchronous Remote Instruction Plan for Approval upon Completion. Voting for: Pat Mc Gill, Shaun Borden and Kevin Wright. Voting against: None. Motion carried.

Motion by Kevin Wright and Shaun Borden to approve Local Board Policy Pertaining to Extra-Curricular Activity Participation by Remote Instruction – Option 1 as presented. Voting for: Brad Nixon, Pat Mc Gill and Harvey Fox. Voting against: None. Motion carried.

The board did not convene into Closed Session.

Superintendent's Report

- Softball Field House Site Plan and Construction Information Discussion
- Discussion of August Board Meeting Dates
- Fall Reopening Plan Progress Update

Motion by Harvey Fox and second by Brad Nixon to adjourn meeting at 8:41 PM. Voting for: Shaun Borden, Pat Mc Gill and Kevin Wright. Voting against: None. Motion carried.

Pat Mc Gill, President

Brad Nixon, Secretary

For the Month of July

Check Nbr	Check Date	Payee	PO Nbr	Invoice Nbr	Fnd-Fnc-Obj.So-Org-Prog	Reason	Amount	EFT
009622	07-14-2020	Classic Stitch	002206	4560	865-00-2190.JH-041-0000J3	JH cheer t-shirt sales	2,263.31	N
009623	07-14-2020	Houghton Mifflin Harcourt	002142	954842055	865-00-2190.EL-101-0000E2	3rd grade supplies	206.10	N
009624	07-14-2020	Jaime L Murray	002192	hjh2120	865-00-2190.JH-041-0000J5	JH majorettes routine	150.00	N
009625	07-14-2020	Paw Prints	002182	202019	865-00-2190.HS-001-0000HC	Seniors awards	53.00	N
009626	07-14-2020	Really Good Stuff LLC	002177	7256860	865-00-2190.EL-101-0000E2	BSloan Classroom Supplies	79.96	N
009627	07-16-2020	A Wish Come True	002151	1226339	865-00-2190.HS-001-0000HJ	Majorette Supplies	244.98	N
009628	07-16-2020	Alphabroder	002215	aa766741	865-00-2190.HS-001-0000HK	HS Staff T / Texas Nat'l Bank	239.06	N
009629	07-16-2020	Branding Matters	002171	inv stm05877	865-00-2190.HS-001-0000HM	Softball Signs	163.78	N
009630	07-16-2020	CheerZone	002131	si147540	865-00-2190.HS-001-0000HJ	Majorette Supplies	108.47	N
071733	07-02-2020	Zana Shaver	001910	07022020draw	199-51-6249.06-999-099000	District painting	1,200.00	N
071734	07-02-2020	JP Gould Baxter - Longvie	002178	312930	199-51-6319.01-999-099000	Janitorial Supplies-scraper	76.77	N
071735	07-02-2020	Classic Stitch	002173	4566	199-36-6399.01-001-091000	Screen Printing	28.04	N
			002173	4566	199-36-6399.11-001-091000	Screen Printing	195.96	N
						Totals for Check 071735	224.00	
071736	07-02-2020	Datamax	000692	1615386	199-11-6269.00-001-011000	Monthly Copier rental	116.33	N
			000760	LG00392012	199-11-6269.00-041-011000	Monthly Copier rental	286.22	N
			000692	1615386	199-11-6269.00-101-011000	Monthly Copier rental	103.80	N
			000692	1615386	199-41-6269.00-750-099000	Monthly Copier rental	64.05	N
						Totals for Check 071736	570.40	
071737	07-02-2020	Demco Inc	002032	6807337	199-12-6399.00-999-099000	Library processing supplies	643.78	N
071738	07-02-2020	E Texas Filter Service Of L	000573	1218140	199-51-6249.00-001-099000	Filter Service	220.00	N
			000573	1218141	199-51-6249.00-041-099000	Filter Service	92.00	N
			000573	1218139	199-51-6249.00-101-099000	Filter Service	232.75	N
						Totals for Check 071738	544.75	
071739	07-02-2020	EAI Education	001994	inv1012414	199-11-6399.11-101-011000	5th grade supplies	105.48	N
071740	07-02-2020	Follett Library Resources	001682	671642f 673244f	199-12-6329.02-999-099000	library books	1,139.65	N
071741	07-02-2020	Kane Security Company	000144	305655	199-51-6249.00-001-099000	Fire Alarm Monitoring Jul 2020	30.00	N
071742	07-02-2020	lead4ward, LLC	002184	a20c4878554	199-13-6219.00-999-099000	accountability connect members	2,000.00	N
071743	07-02-2020	Marshall Hometown Tire	002175	101033	199-34-6249.00-999-099000	Tires-Mule	14.00	N
			002175	101033	199-34-6311.00-999-099000	Tires-Mule	392.00	N
						Totals for Check 071743	406.00	
071744	07-02-2020	Quaver's Marvelous World	002156	21415-1	199-11-6399.01-101-011000	quaver curriculum 1 yr ELEM	1,575.00	N
071745	07-02-2020	Quill	001987	7282197	199-23-6399.00-041-099000	Office Supplies	212.77	N
			002174	7999637	199-53-6399.00-750-099000	cental office supplies	42.62	N
			002168	7887916	199-53-6399.00-750-099000	supplies co	67.86	N
			001998	7326757	199-53-6399.00-750-099000	chairmat elec hole punch	344.69	N
						Totals for Check 071745	667.94	

For the Month of July

Check Nbr	Check Date	Payee	PO Nbr	Invoice Nbr	Fnd-Fnc-Obj.	So-Org-Prog	Reason	Amount	EFT
071746	07-02-2020	Sherwin Williams Co	002018	2811 31114 3145	199-51-6319.00-999-099000		paint	388.42	N
071747	07-02-2020	Studies Weekly	002165	338414	199-11-6399.15-101-011000		texas & usa studies weekly	1,749.00	N
071748	07-02-2020	Tennis Warehouse	002031	13334827	199-36-6399.04-001-091000		HS Tennis	187.70	N
071749	07-02-2020	Trane	002179	8302644	199-51-6639.01-999-099000		HS Gym HVAC	60.36	N
071750	07-02-2020	Unifirst Holdings, Inc	001532	8261102545	199-34-6319.01-999-099000		Monthly Uniform rental fee	40.04	N
			001532	8261102545	199-51-6319.03-999-099000		Monthly Uniform rental fee	320.16	N
Totals for Check 071750								360.20	
071751	07-08-2020	Complete Supply Inc.	002176	235357	199-51-6319.00-999-099000		Maintenance supplies	99.00	N
071752	07-08-2020	Harleton Hardware	000366	42479	199-51-6319.00-999-099000		Monthly Maint. Supplies	1,201.77	N
071753	07-08-2020	JAMES Godwin	000013	101719 ck70653	199-36-6219.00-001-091000		Chains10042019 reissue70653	25.00	N
071754	07-08-2020	Lowe's Home Centers Inc	000371	956439	199-51-6319.00-999-099000		Monthly Supply Maint/Trans	3,878.39	N
071755	07-09-2020	Zana Shaver	001910	07092020draw	199-51-6249.06-999-099000		District painting	2,000.00	N
071756	07-13-2020	Alert Services Inc	001958	5054372	199-36-6399.08-999-091000		Disinfectant	179.85	N
071757	07-13-2020	JP Gould Baxter - Longvie	001969	313098	199-11-6399.00-101-0110PA		Copy paper	644.00	N
071758	07-13-2020	Eichelbaum Wardell Hans	002187	69130	199-41-6211.00-701-099000		Jay Ratcliff lawyer consults	163.00	N
071759	07-13-2020	Harleton Isd Willdcat Fund	002201	FFA	199-51-6319.00-999-099000		Visitors Video Box Cover	60.00	N
071760	07-13-2020	Hayes Engineering, Inc.	001977	10184	199-51-6249.00-001-099000		Softball fieldhouse/Parking	2,300.00	N
071761	07-13-2020	Home Depot Credit Servic	000711	06122020	199-34-6319.00-999-099000		Monthly Maint. Supplies	79.00	N
			000711	06122020	199-51-6319.00-999-099000		Monthly Maint. Supplies	1,269.86	N
			002029	wa89481153	199-51-6649.00-999-099000		Carpet fans custodial	2,124.30	N
Totals for Check 071761								3,473.16	
071762	07-13-2020	Interstate Battery	002197	1925601013785	199-51-6319.00-999-099000		Fire Alarm Batteries	232.35	N
071763	07-13-2020	Kane Security Company	002191	305697	199-51-6249.00-001-099000		Annual inspection	930.00	N
071764	07-13-2020	Lock Doc, Inc	002196	20000	199-51-6319.00-999-099000		Rm103 Nurse Station	120.00	N
071765	07-13-2020	Made-rite Company	002190	w2841213	199-41-6419.00-702-099000		drinks co	115.50	N
071766	07-13-2020	Marshall Welding Supply I	000447	742125	199-11-6269.01-001-011000		Monthly rental fee	9.50	N
			000447	742125	199-11-6399.03-001-022000		Monthly rental fee	38.00	N
			000447	742125	199-36-6499.00-101-0990EL		Monthly rental fee	4.75	N
			000447	742125	199-51-6319.00-999-099000		Monthly rental fee	23.75	N
			002202	741895	199-51-6319.00-999-099000		Maintenance supplies	31.24	N
Totals for Check 071766								107.24	
071767	07-13-2020	Pliler International	002194	01p5371	199-34-6319.00-999-099000		Bus	415.04	N
			002203	01p5556	199-34-6319.00-999-099000		Bus maintenance	67.19	N
Totals for Check 071767								482.23	
071768	07-13-2020	Republic Services #070	000343	0070002931573	199-51-6259.05-999-099000		Monthly Trash Svc 2019-2020	1,557.46	N
071769	07-13-2020	School Specialty	002015	308103545662	199-11-6399.05-101-011000		5th grade supplies	.38	N
			002015	308103545662	199-11-6399.11-101-011000		5th grade supplies	250.00	N
Totals for Check 071769								250.38	

For the Month of July

Check Nbr	Check Date	Payee	PO Nbr	Invoice Nbr	Fnd-Fnc-Obj.So-Org-Prog	Reason	Amount	EFT
071770	07-13-2020	Sherwin Williams Co	002193	32252 32575 447	199-51-6319.00-999-099000	paint	402.48	N
071771	07-14-2020	Bsn	001921	909362978	199-36-6399.01-001-091000	Training Supplies	443.02	N
071772	07-14-2020	EdClub Inc.	002167	166303	199-11-6399.15-101-011000	licenses for computer lab	897.00	N
071773	07-14-2020	Gecko Pest Control LLC	000312	67896	199-51-6249.04-999-099000	PEST CONTROL JULY 2020	292.41	N
			000312	67896	240-51-6249.01-999-099000	PEST CONTROL JULY 2020	87.59	N
Totals for Check 071773							380.00	
071774	07-14-2020	Houghton Mifflin Harcourt	002142	954842055	199-11-6399.09-101-011000	3rd grade supplies	500.00	N
071775	07-14-2020	Office Depot Business Cre	002008	508067388001	199-11-6399.00-041-011000	JH ELA	149.95	N
			002162	100281651001	199-23-6649.00-001-099000	adjustable height desk	736.60	N
Totals for Check 071775							886.55	
071776	07-14-2020	Paw Prints	002182	202019	199-36-6499.00-001-0990HS	Seniors awards	265.00	N
071777	07-14-2020	Quill	002064	7985712	199-23-6399.00-101-099000	custom Quill stamp	62.02	N
071778	07-16-2020	Datamax	000547	1622732	199-11-6269.00-001-011000	Monthly Copier rental	208.75	N
			000547	1622732	199-11-6269.00-041-011000	Monthly Copier rental	213.85	N
			000547	1622732	199-11-6269.00-101-011000	Monthly Copier rental	208.75	N
			000547	1622732	199-41-6269.00-750-099000	Monthly Copier rental	208.75	N
Totals for Check 071778							840.10	
071779	07-16-2020	Jw Pepper & Son, Inc	002180	351150728	199-11-6399.01-041-0110BD	football tunes	416.99	N
071780	07-16-2020	Kirby	002063	553030	199-36-6649.02-001-091000	Ice Maker - field house	8,373.00	N
071781	07-16-2020	Quill	002069	5 invoices	199-11-6399.06-001-011000	supplies	649.49	N
071782	07-16-2020	School Specialty	001965	308103543518	199-11-6399.04-101-011000	1st grade supplies	90.16	N
			001974	208125342094	199-11-6399.07-041-023000	Classroom whiteboards	456.39	N
			001974	208125342094	199-11-6649.01-041-011000	Classroom whiteboards	456.39	N
			001974	208125342094	199-11-6649.02-041-011000	Classroom whiteboards	456.39	N
Totals for Check 071782							1,459.33	
071783	07-16-2020	Sherwin Williams Co	002193	4711 76906 2399	199-51-6319.00-999-099000	paint	355.66	N
			002193	46427	199-51-6319.00-999-099000	paint	280.57	N
Totals for Check 071783							636.23	
071784	07-16-2020	Zana Shaver	001910	07162020draw	199-51-6249.06-999-099000	District painting	2,400.00	N
071785	07-16-2020	Broadway Powersports	002230	2020 KAF620wls	199-51-6639.00-999-099000	Kawasaki Mule #1	11,983.69	N
071786	07-16-2020	Verizon	000522	9858163402	199-51-6259.02-999-099000	Monthly Cell Phone	141.04	N
071787	07-21-2020	Alert Services Inc	002228	505502	266-51-6319.00-999-099000	disinfectant sprayer	46.95	N
071788	07-21-2020	Bradley Faulkner	002232	415101	199-34-6299.01-999-099000	reimbursement DOT physical	60.00	N
071789	07-21-2020	Bsn	001922	302454809	199-36-6399.01-001-091000	Training Supplies	246.75	N
071790	07-21-2020	Canon Financial Services I	000620	21680702	199-11-6269.00-001-011000	Monthly Copier rental	286.22	N
			000620	21680702	199-11-6269.00-101-011000	Monthly Copier rental	286.22	N
Totals for Check 071790							572.44	

For the Month of July

Check Nbr	Check Date	Payee	PO Nbr	Invoice Nbr	Fnd-Fnc-Obj.So-Org-Prog	Reason	Amount	EFT
071791	07-21-2020	Datamax	000634	LE00344043	199-11-6269.00-101-011000	Monthly Copier rental	117.38	N
			000634	LE00344043	199-41-6269.00-750-099000	Monthly Copier rental	117.38	N
Totals for Check 071791							234.76	
071792	07-21-2020	Decker Equipment	002224	351175A	199-51-6319.00-999-099000	Maintenance supplies	250.13	N
071793	07-21-2020	MSB	002226	140571	199-41-6219.00-750-099000	TX SHARS Medicaid Admin	4.16	N
071794	07-21-2020	Music Mountain Water Co	000498	81788001	199-11-6499.01-001-0990HS	Monthly Bottled Water Bill	57.95	N
			000498	17634000	199-11-6499.01-041-0990JH	Monthly Bottled Water Bill	22.50	N
			000498	95018744	199-11-6499.01-101-0990EL	Monthly Bottled Water Bill	113.60	N
			000498	81130900	199-41-6499.01-750-099000	Monthly Bottled Water Bill	22.50	N
			000498	95001123	199-51-6499.01-999-099000	Monthly Bottled Water Bill	57.95	N
Totals for Check 071794							274.50	
071795	07-21-2020	Pliier International	002234	01P6186	199-34-6319.00-999-099000	PM Bus #9	433.22	N
			002235	01P6187	199-34-6319.00-999-099000	PM Bus #7	1,099.30	N
			002237	01p6186.02	199-34-6319.00-999-099000	PM Bus#9	477.44	N
Totals for Check 071795							2,009.96	
071796	07-21-2020	Region 7 ESC	002012	080641	199-34-6219.00-999-099000	8 hour Bus Driver Cert	60.00	N
071797	07-21-2020	Scholastic Classroom Mag	002145	M6960707	199-11-6399.06-101-011000	2nd grade supplies	1,505.24	N
071798	07-22-2020	JP Gould Baxter - Longvie	002246	314012	199-11-6399.08-001-011000	Laundry Supplies - Athletics	139.62	N
071799	07-22-2020	Complete Supply Inc.	002045	234653 235256	199-51-6319.01-999-099000	Janitorial Supplies	2,313.80	N
071800	07-22-2020	Consolidated Communicati	000510	9037773009	199-51-6259.02-999-099000	Monthly Long Distance	107.49	N
071801	07-22-2020	Edwin Kelley	002247	119265	199-34-6249.00-999-099000	Service to Bus#8	126.00	N
071802	07-22-2020	Follett Library Resources	002019	709148F	199-12-6329.02-999-099000	Hatchet books for elementary	341.04	N
071803	07-22-2020	Johnstone Supply	002249	402s1011024850	199-51-6319.00-999-099000	Fieldhouse maintenance	509.40	N
071804	07-22-2020	Kane Security Company	002244	305763	199-51-6249.00-001-099000	Smoker sensor installation	483.46	N
071805	07-22-2020	Pliier International	002245	01p6243	199-34-6319.00-999-099000	PM Bus #8	95.85	N
071806	07-22-2020	Really Good Stuff LLC	002066	7249076	199-11-6399.06-101-011000	2nd grade supplies	253.19	N
071807	07-22-2020	Sherwin Williams Co	002236	49173 49959	199-51-6319.00-999-099000	paint	358.98	N
071808	07-23-2020	School Specialty	001978	2 invoices	199-11-6399.03-101-011000	Kindergarten supplies	132.14	N
			002007	208125334481	199-11-6399.04-041-011000	Start Up Supplies for Fall 20	330.05	N
Totals for Check 071808							462.19	
071809	07-23-2020	Sherwin Williams Co	002236	50551	199-51-6319.00-999-099000	paint	94.98	N
071810	07-23-2020	Zana Shaver	002233	934207	199-51-6249.06-999-099000	District painting	2,600.00	N
071811	07-23-2020	Crystal Newman	002251	nz5vkv5a881m3	199-11-6399.01-001-024000	Post Cards & Signs	104.83	N
071812	07-23-2020	Gabbart Communications	002257	135488	199-41-6219.00-750-099000	Branded app set up	2,542.76	N
071813	07-23-2020	HOLLOWAY CARPET	002028	8501 8502	199-51-6249.01-101-099000	Carpet District wide	14,860.00	N
071814	07-23-2020	Johnstone Supply	002258	402s1011048990	199-51-6319.00-999-099000	summer pm supplies	240.16	N

For the Month of July

Check Nbr	Check Date	Payee	PO Nbr	Invoice Nbr	Fnd-Fnc-Obj.So-Org-Prog	Reason	Amount	EFT
071815	07-23-2020	Outdoor Power Equipment	002252	3493	199-51-6319.02-999-099000	Maintenance supplies	130.00	N
071816	07-27-2020	Broadway Powersports	002231	10408 2021 Mule	199-51-6639.00-999-099000	Kawasaki Mule #2	12,484.59	N
071817	07-27-2020	Gwendolyn N Wright	002262	0731-0802	199-11-6411.00-001-021000	Check-Meal \$ needed by 7/30	69.00	N
071818	07-27-2020	SystemsGo	002261	502	199-11-6219.02-001-011000	Oberth Annual Licensing Fee	3,000.00	N
071819	07-29-2020	Bernie Smith	002280	RAS 488	199-51-6249.00-001-099000	RAS - Softball field	425.00	N
072001	07-15-2020	Credit Card Center	001967	099440	199-41-6399.00-701-099000	Hand Sanitizer	200.00	N
072002	07-15-2020	Credit Card Center	002010	100007114	865-00-2190.CO-750-0000C1	Flowers Mrs. Shipman funeral	155.00	N
072003	07-15-2020	Credit Card Center	001997	016741	199-12-6411.01-999-099000	co meal-bday Kevin	61.25	N
072004	07-15-2020	Credit Card Center	002023	2006030301	199-41-6411.00-701-099000	Meal co bday	93.25	N
072005	07-15-2020	Credit Card Center	002149	067079	199-12-6411.01-999-099000	Bree bday	77.60	N
072006	07-15-2020	Credit Card Center	001947	05182020	199-34-6499.00-999-099000	drug/alcohol clearinghouse	125.00	N
072007	07-15-2020	Credit Card Center	002003	510237	199-34-6319.00-999-099000	Maint supplies-Trans tools	309.78	N
			002003	510237	199-51-6319.00-999-099000	Maint supplies-Trans tools	578.29	N
						Totals for Check 072007	888.07	
072008	07-15-2020	Credit Card Center	001948	030131	199-51-6319.00-999-099000	maintenance supplies	547.10	N
072009	07-15-2020	Credit Card Center	001740	w1474158	199-11-6649.03-001-011000	Memory and Hard Drives	259.78	N
			001740	w1474158	199-11-6649.03-041-011000	Memory and Hard Drives	379.96	N
			001740	w1474158	199-11-6649.03-101-011000	Memory and Hard Drives	379.97	N
						Totals for Check 072009	1,019.71	
072010	07-15-2020	Credit Card Center	001984	4907428764001	199-41-6419.00-702-099000	C O supplies	285.07	N
072011	07-15-2020	Credit Card Center	002050	30024	199-41-6419.00-702-099000	Board Meal	67.59	N
072012	07-15-2020	Credit Card Center	002067	090559	199-36-6269.00-001-099000	Dry Cleaning Table Cloths	31.00	N
072013	07-15-2020	Credit Card Center	002071	n5fp1w5a284t9	199-31-6399.00-101-099000	vista print order	160.36	N
072014	07-15-2020	Credit Card Center	001976	099950	865-00-2190.HS-001-0000HJ	Majorette Senior gift	54.95	N
072015	07-15-2020	Credit Card Center	001963	5384762497	199-23-6649.00-041-099000	Office Chairs	210.72	N
072016	07-15-2020	Credit Card Center	001962	5384762497	199-36-6399.04-041-091000	Chair for Coach Gatlin	104.00	N
072017	07-15-2020	Credit Card Center	002213	06082020	199-41-6399.00-701-099000	spotify cc charge-credit	14.99	N
072018	07-15-2020	Credit Card Center	002014	k hopkins	199-11-6399.11-101-011000	5th grade supplies	515.70	N
072019	07-15-2020	Credit Card Center	002040	5385312244	199-11-6499.01-041-0990JH	Office/Kitchen Supplies	37.41	N
			002040	5385312244	199-36-6499.00-041-0990JH	Office/Kitchen Supplies	215.83	N
						Totals for Check 072019	253.24	
072020	07-20-2020	WEX Bank	000476	66198455	199-34-6311.00-999-099000	Monthly Fuel Bill	311.12	N
			000476	66198455	199-51-6311.00-999-099000	Monthly Fuel Bill	370.68	N
						Totals for Check 072020	681.80	
OAG07	07-20-2020	Office Of The Attorney Ge	DEDCH		163-00-2159.00-528-000000	JUL WIRE MISCELLANEOUS DED	351.50	N

For the Month of July

Check Nbr	Check Date	Payee	PO Nbr	Invoice Nbr	Fnd-Fnc-Obj.So-Org-Prog	Reason	Amount	EFT
TN0720	07-31-2020	TEXNET	DEDCH		163-00-2155.00-000-000000	JUL WIRE PAYROLL DEDUCTION	37,581.53	N
			DEDCH		163-00-2155.01-000-000000	JUL WIRE PAYROLL DEDUCTION	1,509.00	N
			DEDCH		163-00-2155.02-000-000000	JUL WIRE PAYROLL DEDUCTION	2,339.74	N
			DEDCH		163-00-2155.03-000-000000	JUL WIRE PAYROLL DEDUCTION	251.49	N
			DEDCH		163-00-2155.04-000-000000	JUL WIRE PAYROLL DEDUCTION	3,375.56	N
			DEDCH		163-00-2155.05-000-000000	JUL WIRE PAYROLL DEDUCTION	180.00	N
			DEDCH		163-00-2155.08-000-000000	JUL WIRE PAYROLL DEDUCTION	6,278.31	N
			DEDCH		163-00-2159.00-527-000000	JUL WIRE PAYROLL DEDUCTION	110.44	N
Totals for Check TN0720							51,626.07	
TX0720	07-20-2020	EFTPS	DEDCH		163-00-2151.00-000-000000	JUL WIRE PAYROLL DEDUCTION	33,974.29	N
			DEDCH		163-00-2152.01-000-000000	JUL WIRE PAYROLL DEDUCTION	6,616.08	N
			DEDCH		163-00-2152.02-000-000000	JUL WIRE PAYROLL DEDUCTION	6,616.08	N
Totals for Check TX0720							47,206.45	
Total Checks							215,731.03	

End of Report

HARLETON ISD
BANK DRAFT
UTILITIES

2019-2020


	SEPT	OCT	NOV	DEC	JAN	FEB	MARCH
ETEX TELEPHONE							
777-2372 GROUP	\$ 847.23	\$ 847.23	\$ 847.23	\$ 847.23	\$ 847.23	\$ 852.49	\$ 846.53
T-1 CIRCUIT	\$ 749.00	\$ 749.00	\$ 749.00	\$ 749.00	\$ 749.00	\$ 749.00	\$ 749.00
TOTAL	\$ 1,596.23	\$ 1,596.23	\$ 1,596.23	\$ 1,596.23	\$ 1,596.23	\$ 1,601.49	\$ 1,595.53
CENTERPOINT ENERGY-GAS							
BUS SHOP/PRIMARY-3214374-5	\$ 36.56	\$ 36.56	\$ 36.56	\$ 203.59	\$ 320.62	\$ 329.04	\$ 431.27
JH & ELEM BLDG-3214371-1	\$ 53.98	\$ 109.18	\$ 106.06	\$ 331.06	\$ 484.38	\$ 721.20	\$ 1,056.06
HIGH SCHOOL BLDG-2640504-3	\$ 49.74	\$ 75.29	\$ 77.91	\$ 150.85	\$ 159.94	\$ 188.95	\$ 377.26
FIELD HOUSE-2643737-6	\$ 50.21	\$ 57.23	\$ 57.23	\$ 56.34	\$ 55.43	\$ 47.97	\$ 49.74
TOTAL	\$ 190.49	\$ 278.26	\$ 277.76	\$ 741.84	\$ 1,020.37	\$ 1,287.16	\$ 1,914.33
UPSHUR RURAL ELECTRIC							
JH GYM-16655-001	\$ 495.71	\$ 388.43	\$ 293.94	\$ 317.37	\$ 429.84	\$ 424.83	\$ 390.69
STADIUM DR SECURITY LIGHT 16655-040			\$ 50.00	\$ 42.75	\$ 42.59	\$ 42.62	\$ 42.64
JH & ELEM-16655-002	\$ 6,216.17	\$ 5,464.32	\$ 4,407.01	\$ 2,701.52	\$ 2,701.52	\$ 2,701.52	\$ 2,701.52
EL PE BLDG/MUSIC RM-16655-003	\$ 881.02	\$ 819.34	\$ 458.37	\$ 281.17	\$ 179.54	\$ 209.69	\$ 192.17
BUS BARN-16655-004	\$ 414.69	\$ 343.09	\$ 248.97	\$ 220.79	\$ 247.38	\$ 252.13	\$ 282.50
TENNIS COURT-16655-012	\$ 25.52	\$ 22.48	\$ 24.58	\$ 58.61	\$ 21.00	\$ 32.44	\$ 24.99
FOOTBALL FIELD-16655-022	\$ 389.54	\$ 353.05	\$ 417.21	\$ 349.91	\$ 221.70	\$ 221.70	\$ 221.70
PRESS BOX/CONCESS. STD-16655-024	\$ 372.67	\$ 364.47	\$ 267.48	\$ 220.88	\$ 205.06	\$ 168.38	\$ 177.96
FLD HSE CONCESS. STD-16655-025	\$ 866.52	\$ 704.34	\$ 502.39	\$ 383.48	\$ 359.65	\$ 357.73	\$ 408.05
EL SECURITY LIGHT-16655-026	\$ 126.14	\$ 126.84	\$ 127.51	\$ 126.03	\$ 125.33	\$ 147.27	\$ 127.07
ELEM SCHOOL SIGN-16655-027	\$ 37.88	\$ 34.86	\$ 32.57	\$ 29.78	\$ 30.19	\$ 28.95	\$ 28.40
FLD HSE SEC LIGHT#2-16655-028	\$ 21.85	\$ 21.90	\$ 21.95	\$ 21.84	\$ 21.79	\$ 21.80	\$ 21.81
HIGH SCHOOL-16655-030	\$ 7,155.33	\$ 6,392.26	\$ 5,329.85	\$ 4,833.38	\$ 4,721.74	\$ 4,764.82	\$ 4,948.90
SOFTBALL FLD CONCESS-16655-031	\$ 27.46	\$ 40.11	\$ 50.21	\$ 37.75	\$ 38.44	\$ 35.55	\$ 33.99
WEIGHT ROOM-16655-032	\$ 357.82	\$ 283.36	\$ 171.54	\$ 205.74	\$ 362.89	\$ 345.26	\$ 353.48
SEC LIGHT TENNIS-16655-033	\$ 39.67	\$ 40.17	\$ 40.64	\$ 39.60	\$ 39.09	\$ 81.81	\$ 42.64
WELL-16655-.34	\$ 21.00	\$ 21.00	\$ 21.00	\$ 21.00	\$ 21.00	\$ 21.00	\$ 21.00
SIGN- 16655-036	\$ 50.96	\$ 46.92	\$ 46.46	\$ 34.13	\$ 33.60	\$ 30.94	\$ 31.44
CONCESSION 16655-037	\$ 130.80	\$ 237.51	\$ 180.77	\$ 214.28	\$ 230.17	\$ 218.15	\$ 256.83
TOTAL	\$17,630.75	\$ 15,704.45	\$12,692.45	\$ 10,140.01	\$10,032.52	\$ 10,106.59	\$ 10,307.78
HARLETON WATER SUPPLY							
ACCT # 325 OLD CAMPUS	\$ 784.05	\$ 850.50	\$ 857.95	\$ 689.53	\$ 898.34	\$ 688.38	\$ 703.00
ACCT # 006 FOOTBALL FIELD	\$ 1,417.56	\$ 1,428.78	\$ 259.88	\$ 125.71	\$ 768.68	\$ 226.99	\$ 134.30
ACCT # 800 HIGH SCHOOL	\$ 212.07	\$ 210.06	\$ 243.28	\$ 193.16	\$ 240.13	\$ 236.41	\$ 269.63
ACCT # 1594 CONCESSION STAND	\$ 50.39	\$ 55.84	\$ 60.13	\$ 55.84	\$ 49.54	\$ 49.25	\$ 49.25
ACCT #1600 BASEBALL FIELD	\$ 1,354.01	\$ 1,929.37	\$ 680.76	\$ 316.61	\$ 345.82	\$ 235.55	\$ 173.68
ACCT #652 VISITOR CONCESSION STAND	\$ 286.54	\$ 303.43	\$ 161.36	\$ 262.18	\$ 159.36	\$ 159.07	\$ 159.64
TOTAL	\$ 4,104.62	\$ 4,777.98	\$ 2,263.36	\$ 1,643.03	\$ 2,461.87	\$ 1,595.65	\$ 1,489.50

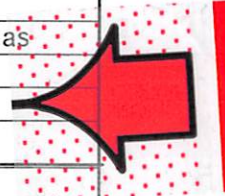
HARLETON ISD
BANK DRAFT
UTILITIES

2019-2020

	APRIL	MAY	JUNE	JULY	AUGUST
ETEX TELEPHONE					
777-2372 GROUP	\$ 846.53	\$ 846.53	\$ 846.53	\$ 846.53	\$ 846.53
T-1 CIRCUIT	\$ 749.00	\$ 749.00	\$ 749.00	\$ 2,499.00	
TOTAL	\$ 1,595.53	\$ 1,595.53	\$ 1,595.53	\$ 3,345.53	\$ 846.53
CENTERPOINT ENERGY-GAS					
BUS SHOP/PRIMARY-3214374-5	\$ 313.18	\$ 60.19	\$ 44.71	\$ 44.71	\$ 44.71
JH & ELEM BLDG-3214371-1	\$ 699.61	\$ 99.54	\$ 77.29	\$ 74.59	\$ 67.80
HIGH SCHOOL BLDG-2640504-3	\$ 399.95	\$ 639.00	\$ 581.83	\$ 346.19	\$ 44.25
FIELD HOUSE-2643737-6	\$ 51.93	\$ 42.56	\$ 40.63	\$ 46.07	\$ 41.98
TOTAL	\$ 1,464.67	\$ 841.29	\$ 744.46	\$ 511.56	\$ 198.74
UPSHUR RURAL ELECTRIC					
JH GYM-16655-001	\$ 151.34	\$ 72.76	\$ 211.94	\$ 264.20	
STADIUM DR SECURITY LIGHT 16655-040	\$ 42.62	\$ 42.79	\$ 42.80	\$ 42.95	
JH & ELEM-16655-002	\$ 2,701.52	\$ 2,701.52	\$ 2,701.52	\$ 3,231.85	
EL PE BLDG/MUSIC RM-16655-003	\$ 256.34	\$ 215.97	\$ 302.81	\$ 590.03	
BUS BARN-16655-004	\$ 216.87	\$ 221.79	\$ 263.71	\$ 465.91	
TENNIS COURT-16655-012	\$ 31.17	\$ 35.47	\$ 37.74	\$ 35.30	
FOOTBALL FIELD-16655-022	\$ 300.64	\$ 312.92	\$ 221.70	\$ 221.70	
PRESS BOX/CONCESS. STD-16655-024	\$ 168.18	\$ 155.80	\$ 141.62	\$ 191.40	
FLD HSE CONCESS. STD-16655-025	\$ 329.60	\$ 238.12	\$ 383.45	\$ 702.23	
EL SECURITY LIGHT-16655-026	\$ 126.98	\$ 127.58	\$ 127.60	\$ 128.13	
ELEM SCHOOL SIGN-16655-027	\$ 30.06	\$ 31.92	\$ 32.32	\$ 36.61	
FLD HSE SEC LIGHT#2-16655-028	\$ 21.80	\$ 21.86	\$ 21.86	\$ 21.91	
HIGH SCHOOL-16655-030	\$ 3,750.29	\$ 3,357.39	\$ 3,740.53	\$ 4,484.04	
SOFTBALL FLD CONCESS-16655-031	\$ 47.54	\$ 46.14	\$ 43.17	\$ 55.84	
WEIGHT ROOM-16655-032	\$ 196.72	\$ 201.57	\$ 253.76	\$ 387.94	
SEC LIGHT TENNIS-16655-033	\$ 42.62	\$ 42.79	\$ 42.80	\$ 42.95	
WELL-16655-.34	\$ 21.00	\$ 21.00	\$ 21.00	\$ 21.00	
SIGN- 16655-036	\$ 33.24	\$ 34.58	\$ 35.08	\$ 38.99	
CONCESSION 16655-037	\$ 148.16	\$ 85.69	\$ 85.72	\$ 113.03	
TOTAL	\$ 8,616.69	\$ 7,967.66	\$ 8,711.13	\$ 11,076.01	\$ -
HARLETON WATER SUPPLY					
ACCT # 325 OLD CAMPUS	\$ 1,014.63	\$ 465.84	\$ 961.63	\$ 939.29	\$ 937.00
ACCT # 006 FOOTBALL FIELD	\$ 160.93	\$ 117.69	\$ 340.75	\$ 1,124.27	\$ 724.97
ACCT # 800 HIGH SCHOOL	\$ 180.27	\$ 158.22	\$ 159.64	\$ 163.08	\$ 169.38
ACCT # 1594 CONCESSION STAND	\$ 55.55	\$ 52.11	\$ 50.96	\$ 53.83	\$ 50.11
ACCT #1600 BASEBALL FIELD	\$ 163.65	\$ 156.78	\$ 156.78	\$ 679.98	\$ 847.91
ACCT #652 VISITOR CONCESSION STAND	\$ 483.82	\$ 157.35	\$ 157.35	\$ 472.59	\$ 233.54
TOTAL	\$ 2,058.85	\$ 1,107.99	\$ 1,827.11	\$ 3,433.04	\$ 2,962.91

HARLETON ISD
BANK ACCTS
BALANCES

ACCT NAME	MATURITY DATE	INT. RATE	ACCT #	BAL AS OF 08-07-2020	MARKET VALUE
OPERATING		0.10%	15396	\$ 1,301,610.41	AS OF 7-31-2020
DEBT SERVICE		0.10%	15479	\$ 264,199.67	
PAYROLL		0.10%	744318	\$ 60,168.70	
WORKERS COMP		0.10%	21873	\$ 4,803.15	
MONEY MARKET		0.10%	1023456	\$ 3,416.33	
			TOTAL	\$ 1,634,198.26	
WILDCAT		0.10%	15339	\$ 135,049.36	
MISCELLANEOUS		0.10%	15495	\$ 2,956.42	
				\$ 138,005.78	
ACADEMIC ACHIEVEMENT		0.10%	15487	\$ 5,127.61	
			TOTAL	\$ 1,634,198.26	
			TOTAL CHECKING	\$ 1,777,331.65	
GENERAL OPERATING FUND					
CERTIFICATE OF DEPOSIT	2/17/2021	2.61%	56000445	\$ 2,170,436.48	
CERTIFICATE OF DEPOSIT	1/5/2021	2.61%	56000887	\$ 427,609.99	
CERTIFICATE OF DEPOSIT	1/5/2021	2.61%	56000895	\$ 427,609.99	
CERTIFICATE OF DEPOSIT	1/5/2021	2.61%	56000909	\$ 427,609.99	
			TOTAL	\$ 5,230,598.10	
LONE STAR INVESTMENT POOL		0.42%	1023456-1		\$ 1,945,953.71
This report is in compliance with the investment strategies as established in the District's investment policy and the reporting requirements as mandated by the Public Funds Investment Act (Chapter 2256) as amended.					
INVESTMENT OFFICER'S SIGNATURE					
INVESTMENT OFFICER'S SIGNATURE			Tina Cox		



HARLETON ISD

As of July

Fund 199 / 0 GENERAL OPERATING FUND

	Estimated Revenue (Budget)	Revenue Realized Current	Revenue Realized To Date	Revenue Balance	Percent Realized
5000 - RECEIPTS					
5700 - REVENUE - LOCAL & INTERMED					
5710 - LOCAL REAL-PROPERTY TAXES	1,866,686.00	-29,069.58	-1,758,432.57	108,253.43	94.20%
5720 - LOCAL REVENUE REALIZED AS A RE	34,000.00	-4,410.25	-41,133.00	-7,133.00	120.98%
5730 - TUITION AND FEES	37,600.00	-13,200.00	-25,045.24	12,554.76	66.61%
5740 - OTHER REVENUES FROM LOCAL SOUR	20,515.00	-8,293.83	-109,537.37	-89,022.37	533.94%
5750 - REVENUES FROM COCURRICULAR E	32,100.00	.00	-25,502.40	6,597.60	79.45%
Total REVENUE - LOCAL & INTERMED	1,990,901.00	-54,973.66	-1,959,650.58	31,250.42	98.43%
5800 - STATE PROGRAM REVENUES					
5810 - PER CAPITA AND FOUNDATION SCHO	6,275,789.00	-543,272.00	-5,746,439.00	529,350.00	91.57%
Total STATE PROGRAM REVENUES	6,275,789.00	-543,272.00	-5,746,439.00	529,350.00	91.57%
5900 - FEDERAL PROGRAM REVENUES					
5930 - FEDERAL REV DIST BY OTH TX GOV	10,000.00	-51.99	-15,551.53	-5,551.53	155.52%
5940 - FED REV DISTRIBUTED BY FEDS	73,414.00	.00	-69,082.29	4,331.71	94.10%
Total FEDERAL PROGRAM REVENUES	83,414.00	-51.99	-84,633.82	-1,219.82	101.46%
7000 - OTHER RESOURCES NON OPER REV					
7900 - OTHER RESOURCES NON OPER REV					
7910 - OTHER RESOURCES	.00	.00	-312.00	-312.00	.00%
Total OTHER RESOURCES NON OPER REV	.00	.00	-312.00	-312.00	.00%
Total Revenue Local-State-Federal	8,350,104.00	-598,297.65	-7,791,035.40	559,068.60	93.30%

HARLETON ISD

Fund 199 / 0 GENERAL OPERATING FUND

As of July

	<u>Budget</u>	<u>Encumbrance YTD</u>	<u>Expenditure YTD</u>	<u>Current Expenditure</u>	<u>Balance</u>	<u>Percent Expended</u>
6000 - EXPENDITURES						
11 - INSTRUCTION						
6100 - SALARIES AND BENEFITS	-3,967,631.00	.00	3,224,197.58	14,624.74	-743,433.42	81.26%
6200 - CONTRACTED SERVICES	-160,260.00	10,126.38	112,733.39	4,837.02	-37,400.23	70.34%
6300 - SUPPLIES AND MATERIALS	-117,301.00	11,395.11	79,449.93	10,502.61	-26,455.96	67.73%
6400 - TRAVEL AND SUBSISTENCE	-49,530.00	1,371.00	16,809.93	300.46	-31,349.07	33.94%
6600 - CAPITAL OUTLAY- LAND BLD EQUIP	-72,385.00	49,869.23	52,567.59	1,932.49	30,051.82	72.62%
Total Function11 INSTRUCTION	-4,367,107.00	72,761.72	3,485,758.42	32,197.32	-808,586.86	79.82%
12 - INSTRUCTIONAL RESOURCES						
6100 - SALARIES AND BENEFITS	-292,505.00	.00	259,432.54	18,942.01	-33,072.46	88.69%
6200 - CONTRACTED SERVICES	-12,300.00	.00	10,200.61	.00	-2,099.39	82.93%
6300 - SUPPLIES AND MATERIALS	-28,400.00	6,303.60	20,901.40	2,124.47	-1,195.00	73.60%
6400 - TRAVEL AND SUBSISTENCE	-12,800.00	.00	5,235.11	138.85	-7,564.89	40.90%
6600 - CAPITAL OUTLAY- LAND BLD EQUIP	-3,000.00	.00	2,815.50	.00	-184.50	93.85%
Total Function12 INSTRUCTIONAL	-349,005.00	6,303.60	298,585.16	21,205.33	-44,116.24	85.55%
13 - CURR DEV & INST STAFF DEV						
6100 - SALARIES AND BENEFITS	-72,020.00	.00	25,490.96	.00	-46,529.04	35.39%
6200 - CONTRACTED SERVICES	-13,008.00	.00	11,849.99	2,000.00	-1,158.01	91.10%
6300 - SUPPLIES AND MATERIALS	-700.00	80.00	165.00	.00	-455.00	23.57%
6400 - TRAVEL AND SUBSISTENCE	-3,630.00	.00	3,701.71	.00	71.71	101.98%
Total Function13 CURR DEV & INST STAFF	-89,358.00	80.00	41,207.66	2,000.00	-48,070.34	46.12%
23 - SCHOOL LEADERSHIP						
6100 - SALARIES AND BENEFITS	-411,725.00	.00	360,270.35	29,442.03	-51,454.65	87.50%
6200 - CONTRACTED SERVICES	-1,200.00	.00	.00	.00	-1,200.00	-.00%
6300 - SUPPLIES AND MATERIALS	-6,000.00	2,001.64	3,226.76	274.79	-771.60	53.78%
6400 - TRAVEL AND SUBSISTENCE	-10,700.00	334.00	1,107.00	.00	-9,259.00	10.35%
6600 - CAPITAL OUTLAY- LAND BLD EQUIP	-1,800.00	.00	947.32	947.32	-852.68	52.63%
Total Function23 SCHOOL LEADERSHIP	-431,425.00	2,335.64	365,551.43	30,664.14	-63,537.93	84.73%
31 - GUIDANCE COUNSELING						
6100 - SALARIES AND BENEFITS	-200,589.00	.00	178,019.33	16,712.65	-22,569.67	88.75%
6200 - CONTRACTED SERVICES	-1,305.00	.00	12,660.00	.00	11,355.00	970.11%
6300 - SUPPLIES AND MATERIALS	-4,700.00	76.48	3,042.23	160.36	-1,581.29	64.73%
6400 - TRAVEL AND SUBSISTENCE	-4,100.00	.00	732.99	.00	-3,367.01	17.88%
6600 - CAPITAL OUTLAY- LAND BLD EQUIP	-600.00	.00	199.76	.00	-400.24	33.29%
Total Function31 GUIDANCE COUNSELING	-211,294.00	76.48	194,654.31	16,873.01	-16,563.21	92.12%
33 - HEALTH SERVICES						
6100 - SALARIES AND BENEFITS	-37,852.00	.00	29,389.19	38.82	-8,462.81	77.64%
6200 - CONTRACTED SERVICES	-2,600.00	.00	500.00	.00	-2,100.00	19.23%
6300 - SUPPLIES AND MATERIALS	-1,500.00	.00	1,182.22	.00	-317.78	78.81%
6400 - TRAVEL AND SUBSISTENCE	-250.00	.00	.00	.00	-250.00	-.00%
6600 - CAPITAL OUTLAY- LAND BLD EQUIP	-2,500.00	.00	527.20	.00	-1,972.80	21.09%
Total Function33 HEALTH SERVICES	-44,702.00	.00	31,598.61	38.82	-13,103.39	70.69%
34 - STUDENT TRANSPORTATION						
6100 - SALARIES AND BENEFITS	-143,370.00	.00	98,020.18	2,429.27	-45,349.82	68.37%
6200 - CONTRACTED SERVICES	-23,500.00	2,235.00	8,276.44	260.00	-12,988.56	35.22%
6300 - SUPPLIES AND MATERIALS	-87,600.00	9,145.35	61,956.61	3,719.98	-16,498.04	70.73%
6400 - TRAVEL AND SUBSISTENCE	-18,600.00	459.91	19,853.67	125.00	1,713.58	106.74%
6600 - CAPITAL OUTLAY- LAND BLD EQUIP	-60,000.00	93,555.00	48,534.30	.00	82,089.30	80.89%
Total Function34 STUDENT TRANSPORTATION	-333,070.00	105,395.26	236,641.20	6,534.25	8,966.46	71.05%

HARLETON ISD

Fund 199 / 0 GENERAL OPERATING FUND

As of July

	<u>Budget</u>	<u>Encumbrance YTD</u>	<u>Expenditure YTD</u>	<u>Current Expenditure</u>	<u>Balance</u>	<u>Percent Expended</u>
6000 - EXPENDITURES						
36 - EXTRACURRICULAR ACTIVITIES						
6100 - SALARIES AND BENEFITS	-304,303.00	.00	263,774.22	26,911.23	-40,528.78	86.68%
6200 - CONTRACTED SERVICES	-50,725.00	3,772.72	38,781.16	56.00	-8,171.12	76.45%
6300 - SUPPLIES AND MATERIALS	-68,350.00	4,826.29	62,833.73	1,385.32	-689.98	91.93%
6400 - TRAVEL AND SUBSISTENCE	-89,490.00	3,619.00	64,891.42	-1,149.09	-20,979.58	72.51%
6600 - CAPITAL OUTLAY- LAND BLD EQUIP	-1,000.00	.00	17,171.00	8,373.00	16,171.00	1717.10%
Total Function36 EXTRACURRICULAR	-513,868.00	12,218.01	447,451.53	35,576.46	-54,198.46	87.08%
41 - GENERAL ADMINISTRATION						
6100 - SALARIES AND BENEFITS	-211,633.00	.00	178,406.69	15,300.41	-33,226.31	84.30%
6200 - CONTRACTED SERVICES	-73,800.00	3,044.83	60,593.43	3,100.10	-10,161.74	82.10%
6300 - SUPPLIES AND MATERIALS	-8,250.00	79.96	7,208.44	214.99	-961.60	87.38%
6400 - TRAVEL AND SUBSISTENCE	-59,900.00	8,446.67	30,424.88	583.91	-21,028.45	50.79%
6600 - CAPITAL OUTLAY- LAND BLD EQUIP	-7,000.00	.00	2,502.98	.00	-4,497.02	35.76%
Total Function41 GENERAL ADMINISTRATION	-360,583.00	11,571.46	279,136.42	19,199.41	-69,875.12	77.41%
51 - FACILITIES MAINT & OPER						
6100 - SALARIES AND BENEFITS	-434,773.00	.00	426,195.99	40,319.61	-8,577.01	98.03%
6200 - CONTRACTED SERVICES	-324,500.00	90,548.78	316,934.86	48,237.75	82,983.64	97.67%
6300 - SUPPLIES AND MATERIALS	-95,860.00	15,905.40	96,320.71	14,133.94	16,366.11	100.48%
6400 - TRAVEL AND SUBSISTENCE	-51,800.00	70.00	50,134.64	57.95	-1,595.36	96.79%
6600 - CAPITAL OUTLAY- LAND BLD EQUIP	-57,000.00	10,262.60	60,076.54	26,652.94	13,339.14	105.40%
Total Function51 FACILITIES MAINT & OPER	-963,933.00	116,786.78	949,662.74	129,402.19	102,516.52	98.52%
52 - SECURITY & MONITORING						
6200 - CONTRACTED SERVICES	-49,600.00	.00	22,850.00	.00	-26,750.00	46.07%
6300 - SUPPLIES AND MATERIALS	.00	.00	5,039.00	.00	5,039.00	.00%
6400 - TRAVEL AND SUBSISTENCE	.00	.00	89.37	.00	89.37	.00%
Total Function52 SECURITY & MONITORING	-49,600.00	.00	27,978.37	.00	-21,621.63	56.41%
53 - DATA PROCESSING						
6100 - SALARIES AND BENEFITS	-142,231.00	.00	131,254.03	11,464.57	-10,976.97	92.28%
6200 - CONTRACTED SERVICES	-31,786.00	.00	33,291.20	.00	1,505.20	104.74%
6300 - SUPPLIES AND MATERIALS	-3,700.00	.00	3,450.86	455.17	-249.14	93.27%
6400 - TRAVEL AND SUBSISTENCE	-5,000.00	500.00	1,431.06	.00	-3,068.94	28.62%
6600 - CAPITAL OUTLAY- LAND BLD EQUIP	-3,000.00	.00	3,000.00	.00	.00	100.00%
Total Function53 DATA PROCESSING	-185,717.00	500.00	172,427.15	11,919.74	-12,789.85	92.84%
71 - DEBT SERVICE						
6500 - DEBT SERVICE	-275,881.00	.00	268,112.72	.00	-7,768.28	97.18%
Total Function71 DEBT SERVICE	-275,881.00	.00	268,112.72	.00	-7,768.28	97.18%
93 - PAYMENTS TO FISCAL AGENTS						
6400 - TRAVEL AND SUBSISTENCE	-141,561.00	.00	141,355.00	.00	-206.00	99.85%
Total Function93 PAYMENTS TO FISCAL	-141,561.00	.00	141,355.00	.00	-206.00	99.85%
99 - OTHER INTERGOVERNMENTAL						
6200 - CONTRACTED SERVICES	-33,000.00	.00	30,295.66	.00	-2,704.34	91.81%
Total Function99 OTHER INTERGOVERNMENTAL	-33,000.00	.00	30,295.66	.00	-2,704.34	91.81%
Total Expenditures	-8,350,104.00	328,028.95	6,970,416.38	305,610.67	-1,051,658.67	83.48%

	Estimated Revenue (Budget)	Revenue Realized Current	Revenue Realized To Date	Revenue Balance	Percent Realized
5000 - RECEIPTS					
5700 - REVENUE - LOCAL & INTERMED					
5740 - OTHER REVENUES FROM LOCAL SOUR	100.00	.00	-72.44	27.56	72.44%
5750 - REVENUES FROM COCURRICULAR E	206,833.00	-48.72	-101,232.68	105,600.32	48.94%
Total REVENUE - LOCAL & INTERMED	206,933.00	-48.72	-101,305.12	105,627.88	48.96%
5800 - STATE PROGRAM REVENUES					
5820 - STATE PROGRAM REVENUES	1,800.00	.00	-1,704.17	95.83	94.68%
Total STATE PROGRAM REVENUES	1,800.00	.00	-1,704.17	95.83	94.68%
5900 - FEDERAL PROGRAM REVENUES					
5920 - FEDERAL REV FROM TEA	242,000.00	-2,707.50	-197,920.23	44,079.77	81.79%
Total FEDERAL PROGRAM REVENUES	242,000.00	-2,707.50	-197,920.23	44,079.77	81.79%
Total Revenue Local-State-Federal	450,733.00	-2,756.22	-300,929.52	149,803.48	66.76%

	<u>Budget</u>	<u>Encumbrance YTD</u>	<u>Expenditure YTD</u>	<u>Current Expenditure</u>	<u>Balance</u>	<u>Percent Expended</u>
6000 - EXPENDITURES						
35 - FOOD SERVICE						
6100 - SALARIES AND BENEFITS	-204,733.00	.00	182,863.89	4,935.96	-21,869.11	89.32%
6200 - CONTRACTED SERVICES	-28,300.00	2,036.15	20,378.88	.00	-5,884.97	72.01%
6300 - SUPPLIES AND MATERIALS	-200,500.00	1,120.32	102,758.93	.00	-96,620.75	51.25%
6400 - TRAVEL AND SUBSISTENCE	-700.00	.00	265.62	.00	-434.38	37.95%
6600 - CAPITAL OUTLAY- LAND BLD EQUIP	-15,000.00	.00	1,233.10	.00	-13,766.90	8.22%
Total Function35 FOOD SERVICE	-449,233.00	3,156.47	307,500.42	4,935.96	-138,576.11	68.45%
51 - FACILITIES MAINT & OPER						
6200 - CONTRACTED SERVICES	-1,500.00	87.59	963.49	87.59	-448.92	64.23%
Total Function51 FACILITIES MAINT & OPER	-1,500.00	87.59	963.49	87.59	-448.92	64.23%
Total Expenditures	-450,733.00	3,244.06	308,463.91	5,023.55	-139,025.03	68.44%

Comparison of Revenue to Budget

HARLETON ISD

As of July

Fund 599 / 0 DEBT SERVICE FUNDS

	Estimated Revenue (Budget)	Revenue Realized Current	Revenue Realized To Date	Revenue Balance	Percent Realized
5000 - RECEIPTS					
5700 - REVENUE - LOCAL & INTERMED					
5710 - LOCAL REAL-PROPERTY TAXES	134,285.00	-2,135.86	-130,760.24	3,524.76	97.38%
5740 - OTHER REVENUES FROM LOCAL SOUR	100.00	-11.14	-199.06	-99.06	199.06%
Total REVENUE - LOCAL & INTERMED	134,385.00	-2,147.00	-130,959.30	3,425.70	97.45%
5800 - STATE PROGRAM REVENUES					
5820 - STATE PROGRAM REVENUES	50,438.00	.00	-40,023.00	10,415.00	79.35%
Total STATE PROGRAM REVENUES	50,438.00	.00	-40,023.00	10,415.00	79.35%
Total Revenue Local-State-Federal	184,823.00	-2,147.00	-170,982.30	13,840.70	92.51%

Comparison of Expenditures and Encumbrances to Budget

HARLETON ISD

As of July

Fund 599 / 0 DEBT SERVICE FUNDS

	<u>Budget</u>	<u>Encumbrance YTD</u>	<u>Expenditure YTD</u>	<u>Current Expenditure</u>	<u>Balance</u>	<u>Percent Expended</u>
6000 - EXPENDITURES						
71 - DEBT SERVICE						
6500 - DEBT SERVICE	-184,823.00	.00	142,188.55	.00	-42,634.45	76.93%
Total Function71 DEBT SERVICE	-184,823.00	.00	142,188.55	.00	-42,634.45	76.93%
Total Expenditures	-184,823.00	.00	142,188.55	.00	-42,634.45	76.93%

Explanatory Notes

TASB Localized Policy Manual Update 115

Harleton ISD

ATTN(NOTE)

GENERAL INFORMATION ABOUT THIS UPDATE

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

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

An overview video of the local policy changes is available under Policy Manual Update Resources in the myTASB [Policy Service Resource Library](#). **(LEGAL) policies provide the legal framework for key areas of district operations; they are not adopted by the board.**

AF(LEGAL)

INNOVATION DISTRICTS

Revisions to the Administrative Code, effective January 2020:

- Specify that an innovation district may not be exempted from Education Code Chapters 48 (Foundation School Program) and 49 (Options for Local Revenue Levels in Excess of Entitlement); and
- Authorize the commissioner to terminate district of innovation status for a district's failure to comply with the duty to discharge or refuse to hire certain employees or applicants as required by state law.

AIA(LEGAL)

ACCOUNTABILITY: ACCREDITATION AND PERFORMANCE INDICATORS

Administrative rule changes, effective August 2019, specify that districts with a local accountability system must use the local accountability system rating standards established by the commissioner. These standards will be updated annually and published in the *Local Accountability System Manual*.

Definitions for the various accreditation statuses have also been added.

AIB(LEGAL)

ACCOUNTABILITY: PERFORMANCE REPORTING

TEA has renamed the Performance-Based Monitoring Analysis System (PBMAS) to the Results Driven Accountability (RDA) system, effective December 3, 2019. This was to align with the Office of Special Education Programs (OSEP) framework.

AIC(LEGAL)

ACCOUNTABILITY: INTERVENTIONS AND SANCTIONS

Beginning with the 2020–21 school year, HB 4205 creates a new option for campuses that are required to submit campus turnaround plans—an accelerated campus excellence (ACE) turnaround plan. The commissioner is required to approve an ACE turnaround plan if the commissioner determines that the plan meets the statutory requirements.

Other changes are from revised Administrative Code rules, effective March 31, 2020. The rules clarify interventions and sanctions provisions, including campus intervention team membership and participation and campus turnaround plan submission, approval, and implementation processes.

Additional detail has been included about the required notice the campus intervention team must provide regarding the public meeting for soliciting input on development of a targeted improvement plan.

Explanatory Notes

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Harleton ISD

BBA(LEGAL)

BOARD MEMBERS: ELIGIBILITY/QUALIFICATIONS

This legally referenced policy on eligibility and qualifications for board members has been revised to clarify that a person cannot *run* for the board if the person has a final felony conviction from which the person has not been pardoned or had the disabilities removed (see Eligibility). The provision at Ineligibility indicating that a person cannot *serve* as a member of the board if the person has been convicted of a felony remains unchanged.

BBBB(LEGAL)

ELECTIONS: POST-ELECTION PROCEDURES

HB 2640 deleted the requirement for the presiding officer of the board to prepare a report of precinct results for the secretary of state.

BBD(LEGAL)

BOARD MEMBERS: TRAINING AND ORIENTATION

Extensive changes to this legally referenced policy on board member training and orientation are from revised Administrative Code rules, effective March 24, 2020. See the TASB Board Development Services website for helpful overviews of the [training requirements](#).

BDF(LEGAL)

BOARD INTERNAL ORGANIZATION: CITIZEN ADVISORY COMMITTEES

HB 18 revised the list of persons that a board may appoint to the school health advisory council (SHAC). The bill also added requirements for a district to publish in the student handbook and on the district's website certain information on student physical and mental health resources, policies, and procedures and whether each campus has a full-time nurse or school counselor. The 2020–21 [TASB Model Student Handbook](#) has been updated to meet this requirement.

BF(LOCAL)

BOARD POLICIES

A revision to this local policy clarifies that a district's legally referenced policies are not adopted by the board.

The *Legal Issues in Update 115* memo describes common legal concerns and best practices specific to [this policy topic](#).

BQ(LEGAL)

PLANNING AND DECISION-MAKING PROCESS

HB 18 revised the list of strategies for improvement of student performance that must be included in the district improvement plan (DIP) to include positive behavior interventions and support and implementation of a comprehensive school counseling program. In addition, the DIP must include:

- Strategies for providing elementary school students information about higher education; and
- The district's procedures on mental health promotion and intervention, substance abuse prevention and intervention, and suicide prevention.

Details about dating violence have been moved to FFH addressing harassment; details about sexual abuse, sex trafficking, and other maltreatment of children have been moved to FFG addressing child abuse and neglect.

BQA(LEGAL)

PLANNING AND DECISION-MAKING PROCESS: DISTRICT-LEVEL

Provisions on the district-level decision-making committee's responsibilities have been revised to better match statute.

Explanatory Notes

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BQB(LEGAL) PLANNING AND DECISION-MAKING PROCESS: CAMPUS-LEVEL

Provisions on the campus-level decision-making committee's responsibilities have been revised to better match statute.

CBB(LEGAL) STATE AND FEDERAL REVENUE SOURCES: FEDERAL

The Note on page 5 has been adjusted to include a link to a USDA memo addressing micro-purchase and simplified acquisition thresholds for federal child nutrition programs.

CCA(LEGAL) LOCAL REVENUE SOURCES: BOND ISSUES

TASB Policy Service engaged an outside law firm with expertise in the area of bonds to review the federal securities law provisions in this legally referenced policy, which resulted in revisions throughout that section of the policy.

In addition, we have included two existing statutory provisions on:

- Attorney general review and approval of a public security and the record of proceedings, and
- Authority of the issuer of public securities to contract for certain services.

CCG(LEGAL) LOCAL REVENUE SOURCES: AD VALOREM TAXES

At Tax Rate Adoption, we have added information on the maximum compressed rate from HB 3 and new Administrative Code rules effective April 10, 2020.

HB 492 repeals existing law regarding reappraisal of property damaged in a disaster area. However, an amendment to the Texas constitution approved by voters in November 2019 authorizes a temporary exemption for property damaged in a disaster. These new provisions have been added to CCGA(LEGAL) addressing ad valorem tax exemptions.

A board must conduct an efficiency audit before holding an election seeking voter approval to adopt an M&O tax rate. In conducting the audit, the auditor selected by the board must follow the Legislative Budget Board (LBB) guidelines, to which we have included a link.

CCGA(LEGAL) AD VALOREM TAXES: EXEMPTIONS AND PAYMENTS

HB 492 provides for a temporary exemption for property damaged in a disaster, as authorized in an amendment to the Texas Constitution approved by voters in November 2019.

CCGB(LEGAL) AD VALOREM TAXES: ECONOMIC DEVELOPMENT

Revisions to this legally referenced policy reflect amended Administrative Code rules, effective February 6, 2020, and include:

- The exclusion of any employee names or other personal identifying information from the definition of *substantive documents* submitted to the comptroller in connection with economic development applications,
- Clarification of the procedures for an applicant to obtain continued eligibility for a limitation on appraised value, and
- Extended timelines for the comptroller to review a written agreement for a limitation on appraised value.

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CCH(LEGAL)

LOCAL REVENUE SOURCES: APPRAISAL DISTRICT

Effective September 1, 2020, SB 2 requires an appraisal district board in a county with a population of a million or more to increase the size of the appraisal review board (ARB) to an appropriate number of members. The ARB must establish special panels to conduct protest hearings.

CFA(LEGAL)

ACCOUNTING: FINANCIAL REPORTS AND STATEMENTS

Revisions to the provisions on the Annual Local Debt Report are from amended Administrative Code rules, effective April 5, 2020.

Other revisions are to add some existing legal provisions, delete nonessential provisions, and better match legal sources.

CFC(LEGAL)

ACCOUNTING: AUDITS

This legally referenced policy on audits has been revised to add some existing legal provisions, delete nonessential provisions, and better match legal sources.

CKA(LEGAL)

SAFETY PROGRAM/RISK MANAGEMENT: INSPECTIONS

This legally referenced policy on asbestos has been revised to add some existing legal provisions, delete nonessential provisions, and better match legal sources.

CKE(LEGAL)

SAFETY PROGRAM/RISK MANAGEMENT: SECURITY PERSONNEL

Revisions regarding training are from amended Administrative Code rules, effective February 5, 2020, and require district police officers and school resource officers to receive a school-based law enforcement proficiency certificate within 180 days of commission or placement in the district.

CKEA(LEGAL)

SECURITY PERSONNEL: COMMISSIONED PEACE OFFICERS

The addition of provisions regarding reporting on appointment and separation of licensed peace officers was prompted by amended Administrative Code rules, effective February 5, 2020.

CMD(LEGAL)

EQUIPMENT AND SUPPLIES MANAGEMENT: INSTRUCTIONAL MATERIALS CARE AND ACCOUNTING

Revisions to the provisions prohibiting certain expenditures of funds from the instructional materials allotment are from amended Administrative Code rules, effective February 6, 2020.

CO(LEGAL)

FOOD AND NUTRITION MANAGEMENT

A Note has been added pointing to the Texas Department of Agriculture's Records Retention List, which can assist districts with retaining documentation to demonstrate program compliance.

CQ(LEGAL)

TECHNOLOGY RESOURCES

This legally referenced policy has been revised to add some existing legal provisions, delete nonessential provisions, and better match legal sources. Citations to various laws pertaining to unlawful interception, use, or disclosure of communications have also been added to this policy for reference.

CQA(LEGAL)

TECHNOLOGY RESOURCES: DISTRICT, CAMPUS, AND CLASSROOM WEBSITES

Online posting provisions have been updated to:

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- Clarify that notification by the campus intervention team regarding public input on development of a targeted improvement plan must be published on the district and campus websites,
- Add the requirement to post a completed campus turnaround plan 30 days before the final plan is submitted to the board,
- Add details about posting of the Annual Local Debt Report,
- Add the requirement to post information on designated agents under the Digital Millennium Copyright Act for districts seeking to limit liability, and
- Add the requirement to post the district's family engagement plan.
- Add contact information for the district's Title IX coordinator and the district's policy of nondiscrimination; and
- Add materials used to train the Title IX coordinator and other individuals who are relevant to resolving complaints under Title IX.

CQB(LEGAL)

TECHNOLOGY RESOURCES: CYBERSECURITY

We have removed provisions on the Electronic Communication Privacy Act that address the criminal consequences of the Act. A high-level reference to this information has been added to CQ(LEGAL).

CRE(LEGAL)

INSURANCE AND ANNUITIES MANAGEMENT: WORKERS' COMPENSATION

We have removed case law addressing enforcement of a reasonable absence-control rule because the case is also included in DEC(LEGAL).

CS(LEGAL)

FACILITY STANDARDS

Provisions on termination of LP-gas service have been revised as a result of amended Administrative Code rules, effective January 6, 2020.

CY(LEGAL)

INTELLECTUAL PROPERTY

This legally referenced policy on intellectual property has been revised to add some existing legal provisions, delete nonessential provisions, and better match legal sources.

D(LEGAL)

PERSONNEL

The D Section table of contents has been revised to rename DBAA Pre-Employment Reviews.

DAA(LEGAL)

EMPLOYMENT OBJECTIVES: EQUAL EMPLOYMENT OPPORTUNITY

This legally referenced policy has been revised at Bankruptcy Discrimination to better match statute.

The provisions addressing compliance coordinators for federal nondiscrimination laws have been updated in response to the new Title IX regulations.

DBAA(LEGAL)

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS: PRE-EMPLOYMENT REVIEWS

This legally referenced policy has been retitled and reorganized to include various pre-employment reviews. As a result, provisions on the required pre-employment affidavit and the Do Not Hire Registry have been moved to this policy from DC(LEGAL).

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Provisions have been added on the U.S. Department of Transportation's (DOT) national commercial driver license drug and alcohol clearinghouse. A district may not employ a driver subject to DOT drug and alcohol testing who will perform a safety-sensitive function without first conducting a pre-employment inquiry through the clearinghouse.

DC(LEGAL) EMPLOYMENT PRACTICES

As mentioned above, provisions on the required pre-employment affidavit and the Do Not Hire Registry have been moved to DBAA(LEGAL), which now addresses pre-employment reviews.

DED(LOCAL) COMPENSATION AND BENEFITS: VACATIONS AND HOLIDAYS

Recommended revisions to this local policy on paid vacation days address the board's authorization of the program for the maintenance director and transportation director and refer to administrative procedures for details to promote consistent application and prevent conflict between policy and administrative procedures.

If your district offers paid vacations to other employees or paid holiday benefits to certain district employees, please contact the district's policy consultant for recommended policy language. TASB HR Services has a [framework](#) to help districts develop administrative procedures on vacation and holiday programs.

The *Legal Issues in Update 115* memo describes common legal concerns and best practices specific to [this policy topic](#).

DF(LEGAL) TERMINATION OF EMPLOYMENT

Failure to terminate an employee on the Do Not Hire Registry has been added as a reason for which the State Board for Educator Certification may impose sanctions on an educator. This change is from amended Administrative Code rules, effective March 5, 2020.

DHC(LEGAL) EMPLOYEE STANDARDS OF CONDUCT: REPORTS TO TEXAS EDUCATION AGENCY

Changes to this legally referenced policy on reports to TEA regarding non-certified employee misconduct are from revised Administrative Code rules, effective December 31, 2019. The rules clarify the information that must be in a report and include several relevant definitions.

DHE(LEGAL) EMPLOYEE STANDARDS OF CONDUCT: SEARCHES AND ALCOHOL/DRUG TESTING

Information on postaccident alcohol or controlled substances testing has been incorporated from DHE(EXHIBIT), which is being deleted.

Additional detail has been included regarding required Department of Transportation drug and alcohol testing of commercial vehicle operators.

DHE(EXHIBIT) EMPLOYEE STANDARDS OF CONDUCT: SEARCHES AND ALCOHOL/DRUG TESTING

This exhibit on postaccident alcohol or controlled substances testing is being deleted, as the content has been incorporated into DHE(LEGAL).

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TASB Localized Policy Manual Update 115

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DIA(LEGAL)

EMPLOYEE WELFARE: FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

The Note pointing to other relevant policies has been updated to reflect Title IX changes. We have added the recent U.S. Supreme Court case, *Bostock v. Clayton County, Georgia*, which held that firing an employee on the basis of homosexuality or transgender status violates Title VII's prohibition against sex discrimination in employment. Margin notes have also been updated.

DIA(LOCAL)

EMPLOYEE WELFARE: FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

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

Based on the new Title IX regulations, recommended revisions include the following.

- The definition of Prohibited Conduct has been revised to include conduct that meets the Title IX definition of sexual harassment, but the policy retains the broader definitions of prohibited conduct in districts' current policies to ensure that all prohibited conduct is addressed.
- Text at Sex-Based Harassment and Investigation of Reports Other than Title IX directs readers to new provisions on responding to allegations of prohibited conduct that if proved would meet the definition of sexual harassment under Title IX, as the law requires a specific response process for these allegations. Allegations of prohibited conduct not based on sex or that would not meet the definition of sexual harassment under Title IX will follow the district's existing investigation process.
- The Title IX regulations provide that a district has actual knowledge of sexual harassment if notice or allegations are made to any employee; therefore, a new provision at Notice of Report requires *any* employee who receives a report of prohibited conduct based on sex to notify the Title IX coordinator.
- Text at Response to Sexual Harassment—Title IX addresses legally required actions when the district receives notice or allegations of conduct that would meet the definition of sexual harassment under Title IX.
- New provisions direct the superintendent to develop a Title IX formal complaint process that will apply following a formal complaint and that must comply with the elements in the new regulations, as included in FFH(LEGAL).
- To determine responsibility in a Title IX formal complaint of sexual harassment, the policy designates that the district will use a *preponderance of the evidence* standard. **If the board wishes to instead use the *clear and convincing evidence* standard, which is a higher standard of evidence, please contact the district's policy consultant.** The district must use the same standard of evidence for investigation of all formal Title IX sexual harassment complaints, including complaints by students.
- Provisions on retaliation and records retention have been updated.

Policy Service also recommends updates to the examples for harassment to include cyberharassment and electronic communications and clarification of the provisions on distribution of the policy and any accompanying procedures.

TASB's Title IX model procedures are available in [TASB School Law eSource](#).

Explanatory Notes

TASB Localized Policy Manual Update 115

Harleton ISD

The *Legal Issues in Update 115* memo describes common legal concerns and best practices specific to [this policy topic](#).

DIA(EXHIBIT) EMPLOYEE WELFARE: FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

The new Title IX regulations require districts to notify employees, students, parents, and others of the Title IX coordinator's contact information, which now must include an email address. For consistency, Policy Service recommends adding an email address for the ADA/Section 504 coordinator, if applicable to your district.

If you have not already completed the survey from Policy Service regarding coordinator contact information, including providing email addresses for each coordinator, please do so in order for your policy consultant to update this exhibit.

The *Legal Issues in Update 115* memo describes common legal concerns and best practices specific to [this policy topic](#).

DMA(LLEGAL) PROFESSIONAL DEVELOPMENT: REQUIRED STAFF DEVELOPMENT

HB 18 revises both optional and required training for district staff development. Required training, which must be provided annually, focuses on various aspects of student mental health, as listed in the policy. Suicide prevention training must address the specific components indicated.

Details about required mental health support programs have been updated in accordance with HB 18 and moved to FFEB addressing student mental health.

Provisions addressing required training on child abuse, trafficking, and maltreatment have been updated based on revised Administrative Code rules, effective November 6, 2019.

DMD(LOCAL) PROFESSIONAL DEVELOPMENT: PROFESSIONAL MEETINGS AND VISITATIONS

Policy Service recommends that the administrative details regarding professional meetings be removed from the local policy manual, as board-adopted policy is not required.

The *Legal Issues in Update 115* memo describes common legal concerns and best practices specific to [this policy topic](#).

DP(LLEGAL) PERSONNEL POSITIONS

This legally referenced policy on personnel has been revised to include provisions on various physical and mental health professionals, including:

- School nurses,
- Certified school counselors,
- Nonphysician mental health professionals, and
- Licensed specialists in school psychology (LSSPs).

EEL(LLEGAL) INSTRUCTIONAL ARRANGEMENTS: CONTRACTS WITH OUTSIDE AGENCIES

In accordance with new federal provisions, districts that have Junior Reserve Officers' Training Corps programs must permit homeschooled students to participate in the program.

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

Provisions on coordinated health programs have been updated based on HB 18.

HB 18 amends the SHAC's duties to include making recommendations about various aspects of student mental health.

EHB(LLEGAL) CURRICULUM DESIGN: SPECIAL PROGRAMS

New provisions on dyslexia compliance monitoring are from revised Administrative Code rules, effective December 25, 2019.

SB 2075 requires that a district notify the parent of a student who has or is at risk for dyslexia or a related disorder that the Texas State Library and Archives Commission provides audiobooks free of charge to students with eligible disabilities.

EHBA(LLEGAL) SPECIAL PROGRAMS: SPECIAL EDUCATION

Provisions on off-campus programs to provide special education and related services during school hours in a non-district facility are from new Administrative Code rules, effective November 10, 2019. The rules address placement in the programs, notification to and review by TEA, contract requirements, and changes of student residence.

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

New Administrative Code rules, effective March 30, 2020, address transition assistance for highly mobile students who are homeless or in substitute care. For such students who transfer into the district, the rules require the receiving district to:

- Accept a referral done by a previous district for a special education evaluation and complete any written report of a full individual and initial evaluation by the timelines in law, and
- Ensure that the district meets student transfer requirements relating to the ARD committee for a student who is already eligible for services.

EHBE(LLEGAL) SPECIAL PROGRAMS: BILINGUAL EDUCATION/ESL

This legally referenced policy on bilingual education has been revised throughout as a result of amended Administrative Code rules, effective April 10, 2020. The rules address requirements for administering the home language survey, parental notice and consent, and assessment options for students in a two-way dual language immersion program.

Other revisions are to better match statute.

EHBG(LLEGAL) SPECIAL PROGRAMS: PREKINDERGARTEN

Amended Administrative Code rules, effective February 13, 2020, prompted revisions throughout the high-quality prekindergarten program provisions.

EHBJ(LLEGAL) SPECIAL PROGRAMS: INNOVATIVE AND MAGNET PROGRAMS

Changes to the application process for requesting approval from the State Board of Education or the commissioner to offer an innovative course are from amended Administrative Code rules, effective December 25, 2019.

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EHDD(LEGAL)

ALTERNATIVE METHODS FOR EARNING CREDIT: COLLEGE COURSE WORK/DUAL CREDIT

Provisions on dual credit agreements have been updated based on amended Administrative Code rules, effective November 24, 2019. We have also added some existing statutory provisions on dual credit programs to address faculty supervision and student transcripts.

EI(LEGAL)

ACADEMIC ACHIEVEMENT

Provisions on partial award of credit have been updated to reflect revised Administrative Code rules, effective March 15, 2020. The rules revised terminology regarding awarding of credit proportionately when a student receives a passing grade in "half" of a course, rather than per "semester."

New Administrative Code rules, effective March 30, 2020, address transition assistance for highly mobile students who are homeless or in substitute care and require districts to:

- Adopt local policy to assist with awarding credit for a course that was earned prior to the student enrolling in or transferring to the district [see FD(LOCAL) recommendations in Update 115],
- Develop credit recovery plans for students who were denied credits outside the district or if the student's credit deficit would impede on-time promotion or graduation,
- Create course transition plans for students who were denied credit,
- Develop and administer personal graduation plans for junior or middle school students, and
- Comply with existing Education Code provisions regarding awarding of diplomas.

EI(LOCAL)

ACADEMIC ACHIEVEMENT

Provisions on partial credit have been updated to reflect revised Administrative Code rules, which changed terminology regarding awarding of credit proportionately when a student receives a passing grade in "half" of a course, rather than per "semester."

To provide flexibility, Policy Service is recommending deletion of the statement that a student shall be required to retake only the portion of the course with a failing grade. The ways a student can earn credit for the failed part of a course can include various methods other than retaking the failed portion, and board policy is not required to specify which particular method may be used.

New Administrative Code rules address transition assistance for highly mobile students who are homeless or in substitute care. Because these new rules address similar concepts as the district's current text on late enrollment or withdrawal of migrant or homeless students and to avoid conflict with the new rules, Policy Service recommends deleting this provision from local policy. Any specific practices in this area will need to align with the new rules and could be included in administrative procedures. See also FD(LOCAL) in this update for recommended changes addressing the new Administrative Code rules.

EIF(LEGAL)

ACADEMIC ACHIEVEMENT: GRADUATION

Beginning with students enrolled in the 12th grade in the 2021–22 school year, HB 3 will require a student to complete and submit a federal or Texas application for financial aid to graduate. The provision has been added to the policy manual now in case the district starts receiving questions about this provision. TEA will be issuing rules with more details.

Details on forming an individual graduation committee, including acceptable alternate members, have been added from amended Administrative Code rules, effective February 10, 2020.

Administrative Code rules effective November 24, 2019, provide that a student who completes the core curriculum of an institution of higher education meets the curriculum requirements for the foundation high

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school program, earns an endorsement and the distinguished level of achievement, and is entitled to a high school diploma.

Provisions on transitioning to the foundation high school program have been deleted from law.

EKB(LLEGAL) TESTING PROGRAMS: STATE ASSESSMENT

Changes to this legally referenced policy on assessments include:

- Additional detail on end-of-course assessments, for more complete information;
- Deletion of detailed provisions on use of the TSI as a substitute assessment in lieu of a statutory reference; and
- Revisions to testing requirements for accountability purposes based on amended Administrative Code rules, effective February 23, 2020.

EKC(LLEGAL) TESTING PROGRAMS: READING ASSESSMENT

Effective with the 2020–21 school year, HB 3 requires a district to administer the commissioner-adopted reading instrument or the commissioner-approved alternative reading instrument to students at the kindergarten level and report results of reading instruments to parents within 60 calendar days of administration.

ELA(LLEGAL) CAMPUS OR PROGRAM CHARTERS: PARTNERSHIP CHARTERS

This legally referenced policy on partnership charters has been significantly revised in accordance with amended Administrative Code rules, effective March 31, 2020. The rules:

- State that operating partners have final and sole authority over certain campus decisions;
- Add numerous requirements for performance contracts; and
- Update the TEA approval process.

In accordance with amended Administrative Code rules, effective September 1, 2019, a performance contract for a partnership charter only needs to include assurances that the district has consulted with relevant campus personnel if the partnering entity is an open enrollment charter school and not for other partnering entities approved by TEA.

F(LLEGAL) STUDENTS

Update 115 includes reorganization of student mental health provisions. As a result:

- FFE has been renamed Counseling and Mental Health;
- FFEA has been renamed Counseling; and
- FFEB has been renamed Mental Health.

FB(LLEGAL) EQUAL EDUCATIONAL OPPORTUNITY

The provisions on required grievance procedures and retaliation have been updated based on the new Title IX regulations.

FB(LOCAL) EQUAL EDUCATIONAL OPPORTUNITY

The provision on the Title IX coordinator has been updated in response to the new Title IX regulations. Corresponding wording changes were made to the ADA/Section 504 coordinator text.

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FB(EXHIBIT)

EQUAL EDUCATIONAL OPPORTUNITY

The new Title IX regulations require districts to notify employees, students, parents, and others of the Title IX coordinator's contact information, which now must include an email address. For consistency, Policy Service recommends adding an email address for the district's ADA/Section 504 coordinator.

If you have not already completed the survey from Policy Service regarding coordinator contact information, including providing email addresses for each coordinator, please do so in order for your policy consultant to update this exhibit.

The *Legal Issues in Update 115* memo describes common legal concerns and best practices specific to [this policy topic](#).

FD(LOCAL)

ADMISSIONS

New Administrative Code rules, effective March 30, 2020, address transition assistance for highly mobile students who are homeless or in substitute care and require districts to adopt local policy to assist with awarding credit to a student who is homeless or in substitute care for a course that was earned prior to the student enrolling in or transferring to the district. See Transition Assistance for recommended text to comply with this local policy requirement.

The *Legal Issues in Update 115* memo describes common legal concerns and best practices specific to [this policy topic](#).

FDB(LEGAL)

ADMISSIONS: INTRADISTRICT TRANSFERS AND CLASSROOM ASSIGNMENTS

Clarification has been added regarding transfer of a student with a disability who receives special education services and who engaged in bullying.

FEA(LEGAL)

ATTENDANCE: COMPULSORY ATTENDANCE

From HB 3, we have added a provision, effective September 1, 2020, clarifying that a student is not required to attend school for the additional instructional days for which a district receives a financial incentive under Education Code 48.0051. See FEB(LEGAL) for more information.

FEB(LEGAL)

ATTENDANCE: ATTENDANCE ACCOUNTING

Amended Administrative Code rules, effective December 25, 2019, delete the reference to taking attendance during the second or fifth instructional hour and specify that attendance shall be taken at the official attendance-taking time during the campus's instructional day. There is no requirement to include the official attendance-taking time in policy; it may be designated in district procedures.

From HB 3, we have added a provision, effective September 1, 2020, under which a district may receive a financial incentive for offering an additional 30 days of half-day instruction above the required minimum number of minutes for students in prekindergarten through fifth grade.

FEB(LOCAL)

ATTENDANCE: ATTENDANCE ACCOUNTING

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

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

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FFAC(LEGAL) WELLNESS AND HEALTH SERVICES: MEDICAL TREATMENT

Provisions on nursing peer review committees have been moved to DP(LEGAL).

Provisions on psychotropics and psychiatric evaluations have been moved to FFEB(LEGAL).

FFAE(LEGAL) WELLNESS AND HEALTH SERVICES: SCHOOL-BASED HEALTH CENTERS

HB 18 permits the board (in addition to a local health education and health-care advisory council) to initiate the establishment of a school-based health center at a campus. The bill also expands the list of services that may be provided at school-based health centers to include physical health care, treatment of mental health conditions, and treatment for substance abuse.

Other changes from HB 18 address parental consent for referrals, the membership of the advisory council, and coordination with existing providers.

FFB(LEGAL) STUDENT WELFARE: CRISIS INTERVENTION

Provisions on the recommended best practice programs and research-based practices on student mental health have been moved to FFEB(LEGAL).

FFC(LEGAL) STUDENT WELFARE: STUDENT SUPPORT SERVICES

New Administrative Code rules, effective March 30, 2020, address transition assistance for highly mobile students who are homeless or in substitute care. The rules address processes and practices on the following:

- Transferring student records;
- Developing systems to ease transition for students, including welcome packets, introductions, and mechanisms for receiving school nutrition program benefits;
- Convening enrollment conferences;
- Determining appropriate placement in educational programs and courses;
- Facilitating participation in extracurricular programs;
- Promoting postsecondary information; and
- Notifying the educational decision-maker and caseworker of events that significantly impact the student's education.

FFE(LEGAL) STUDENT WELFARE: COUNSELING AND MENTAL HEALTH

Provisions on counseling have been moved to FFEA.

FFEA(LEGAL) COUNSELING AND MENTAL HEALTH: COUNSELING

This legally referenced policy has been reorganized to focus on both behavioral and academic counseling programs. As a result:

- Personnel provisions on school counselors and their duties have been moved to DP(LEGAL), and
- Various provisions regarding consent to counseling services previously at FFE(LEGAL) have been moved to this code.

From HB 18, we have added a provision requiring a school counselor to work with various stakeholders to plan, implement, and evaluate a comprehensive school counseling program.

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From HB 114, we have added a provision applicable with the 2020–21 school year requiring a school counselor to provide information regarding availability of college credit for military experience, education, and training obtained during military service.

FFEB(LEGAL) COUNSELING AND MENTAL HEALTH: MENTAL HEALTH

This legally referenced policy has been added to focus on student mental health programs. As a result, provisions on psychotropics and psychiatric evaluations previously at FFAC(LEGAL) have been moved to this code.

The policy now addresses the various mental health programs, as revised by HB 18, for which the district must develop practices and procedures. The practices and procedures must be included in the student handbook and district improvement plan. The 2020–21 [TASB Model Student Handbook](#) has been updated to meet this requirement.

FFG(LEGAL) STUDENT WELFARE: CHILD ABUSE AND NEGLECT

This legally referenced policy on child abuse and neglect has been significantly revised based on amended Administrative Code rules, effective November 6, 2019. The rules address the required policy on sexual abuse, trafficking, and other maltreatment of students that must be included in the district improvement plan and the student handbook. The 2020–21 [TASB Model Student Handbook](#) has been updated to meet this requirement. The rules also revise the elements of the required child abuse and neglect reporting policy.

FFG(LOCAL) has been revised to comply with these rule changes.

FFG(LOCAL) STUDENT WELFARE: CHILD ABUSE AND NEGLECT

This local policy on child abuse and neglect has been significantly revised based on amended Administrative Code rules.

Recommended text is included to provide the required policy addressing sexual abuse, trafficking, and other maltreatment of students that must be included in the district improvement plan and the student handbook. The 2020–21 [TASB Model Student Handbook](#) has been updated to meet this requirement.

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

The *Legal Issues in Update 115* memo describes common legal concerns and best practices specific to [this policy topic](#).

FFG(EXHIBIT) STUDENT WELFARE: CHILD ABUSE AND NEGLECT

As mentioned at FFG(LEGAL), Administrative Code rules on child abuse and neglect were recently revised. To ensure that all required policy elements are addressed in board-adopted local policy, we have revised and moved provisions from this exhibit into FFG(LOCAL). This exhibit is recommended for deletion.

FFH(LEGAL) STUDENT WELFARE: FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

This legally referenced policy addressing discrimination, harassment, and retaliation against students has been significantly revised to include the new Title IX regulations, which define sexual harassment under Title IX and establish detailed procedures for how districts must respond to notice or allegations of sexual harassment.

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The final Title IX regulations and related materials are available on the U.S. Department of Education [Office for Civil Rights](#) website.

Provisions on dating violence have been moved from BQ(LEGAL) to this code on discrimination, harassment, and retaliation.

FFH(LOCAL) STUDENT WELFARE: FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

Based on the new Title IX regulations, recommended revisions include the following.

- The definition of Prohibited Conduct has been revised to include conduct that meets the Title IX definition of sexual harassment, but the policy retains the broader definitions of prohibited conduct in districts' current policies to ensure that all prohibited conduct is addressed.
- Text at Sex-Based Harassment and Investigation of Reports Other than Title IX directs readers to new provisions on responding to allegations of prohibited conduct that if proved would meet the definition of sexual harassment under Title IX, as the law requires a specific response process for these allegations. Allegations of prohibited conduct not based on sex or that would not meet the definition of sexual harassment under Title IX will follow the district's existing investigation process.
- The provision requiring an employee to report prohibited conduct has been updated to include either direct or indirect reports.
- Text at Response to Sexual Harassment—Title IX addresses legally required actions when the district receives notice or allegations of conduct that would meet the definition of sexual harassment under Title IX.
- New provisions direct the superintendent to develop a Title IX formal complaint process that will apply following a formal complaint and that must comply with the elements in the new regulations, as included in FFH(LEGAL).
- To determine responsibility in a Title IX formal complaint of sexual harassment, the policy designates that the district will use a *preponderance of the evidence* standard. **If the board wishes to instead use the *clear and convincing evidence* standard, which is a higher standard of evidence, please contact the district's policy consultant.** The district must use the same standard of evidence for investigation of all formal Title IX sexual harassment complaints, including complaints by employees.
- Provisions on retaliation and false claims have been updated and moved to the end of the policy.

Policy Service also recommends updates to the examples for harassment to include cyberharassment and electronic communications.

TASB's Title IX model procedures are available in [TASB School Law eSource](#).

FFH(EXHIBIT) STUDENT WELFARE: FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

The new Title IX regulations require districts to notify employees, students, parents, and others of the Title IX coordinator's contact information, which now must include an email address. For consistency, Policy Service recommends adding an email address for the district's ADA/Section 504 coordinator.

If you have not already completed the survey from Policy Service regarding coordinator contact information, including providing email addresses for each coordinator, please do so in order for your policy consultant to update this exhibit.

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The *Legal Issues in Update 115* memo describes common legal concerns and best practices specific to [this policy topic](#).

FM(LEGAL) STUDENT ACTIVITIES

The detailed list of honors classes for purposes of eligibility to participate in extracurricular activities has been deleted in lieu of a reference to the Administrative Code.

Existing statutory provisions on before- and after-school programs for elementary and middle school grades have been added.

FMF(LOCAL) STUDENT ACTIVITIES: CONTESTS AND COMPETITION

This local policy on student contests and competition is recommended for deletion. There is no requirement for board policy on these issues; the district's practices can be included in administrative procedures.

FNG(LOCAL) STUDENT RIGHTS AND RESPONSIBILITIES: STUDENT AND PARENT COMPLAINTS/GRIEVANCES

Policy Service has revised the list of protected characteristics at Other Complaint Processes, item 1, to align with the list at FFH(LOCAL) above.

A recommended revision specifies that a person filing a complaint regarding refusal of entry to or ejection from property based on Education Code 37.105 shall be permitted to address the board within 90 "calendar" days. This is an exception to how other timelines are calculated in the policy, which are based on "business" days in accordance with how days are defined.

See FNG in the [TASB Regulations Resource Manual](#) for updated complaint forms.

The *Legal Issues in Update 115* memo describes common legal concerns and best practices specific to [this policy topic](#).

GBAA(EXHIBIT) INFORMATION ACCESS: REQUESTS FOR INFORMATION

This exhibit referring to the attorney general's guidelines for charges under the Public Information Act is being deleted. The citation to the Administrative Code where these charges are found has been added to GBAA(LEGAL).

See GBAA in the [TASB Regulations Resource Manual](#) for updated forms related to requests for information.

GF(LOCAL) PUBLIC COMPLAINTS

A recommended revision specifies that a person filing a complaint regarding refusal of entry to or ejection from property based on Education Code 37.105 shall be permitted to address the board within 90 "calendar" days. This is an exception to how other timelines are calculated in the policy, which are based on "business" days in accordance with how days are defined.

See GF in the [TASB Regulations Resource Manual](#) for updated complaint forms.

The *Legal Issues in Update 115* memo describes common legal concerns and best practices specific to [this policy topic](#).

GKA(LEGAL) COMMUNITY RELATIONS: CONDUCT ON SCHOOL PREMISES

Provisions on drones have been updated based on changes to federal law and replace previous provisions on model aircraft.



(LOCAL) Policy Comparison Packet

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

In this packet, you will find:

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

Annotations are shown as follows.

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

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

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

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

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

Organization

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

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

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

Terms

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

[See AB for District name terminology.]

Harmony with Law

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

Severability

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

Policy Development

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

Official Policy Manual

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

Adoption and Amendment

Local policies may be adopted or amended by a majority of the Board at any regular or special meeting, provided that Board members have had advance written notice of the proposed change and that it has been placed on the agenda for such meeting.

BOARD POLICIES

BF
(LOCAL)

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

TASB Localized
Updates

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

COMPENSATION AND BENEFITS
VACATIONS AND HOLIDAYS

DED
(LOCAL)

Vacation Days

~~**Paid Vacations**~~

The District's maintenance director and transportation ~~directors~~~~director~~ shall ~~receive each be granted ten~~ paid vacation days in accordance with administrative regulations that address the following:

1. Accrual rates and availability;
2. Request and approval processes;
3. Accumulation and carryover limits; and

~~Treatment of each fiscal year. All vacation days upon separation shall be used within the fiscal year for which they are granted. Any vacation days not used by the end of the fiscal year shall be forfeited; however, the District shall pay for unused vacation days if an eligible employee separates from service~~District employment during a fiscal year.

~~All use of vacation days shall be scheduled with the director's supervisor.~~

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

Definitions

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

Statement of Nondiscrimination

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

Discrimination

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

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

Prohibited Conduct

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

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

Prohibited Harassment

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

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

Examples

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

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

Sex-Based Harassment

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

Sexual Harassment

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

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

Examples

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

~~**Retaliation**~~

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

~~Examples~~

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

~~**Prohibited Conduct**~~

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

Reporting Procedures

Any ~~An~~ employee who believes that he or she has experienced prohibited conduct or believes that another employee has experienced

prohibited conduct should immediately report the alleged acts. The employee may report the alleged acts to his or her supervisor or campus principal.

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

Definition of District Officials

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

Title IX Coordinator

Reports of discrimination based on sex, including sexual harassment, may be directed to the designated Title IX coordinator. [See DIA(EXHIBIT)]

ADA / Section 504 Coordinator

Reports of discrimination based on disability may be directed to the designated ADA/Section 504 coordinator. [See DIA(EXHIBIT)]

Superintendent

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

Alternative Reporting Procedures

An employee shall not be required to report prohibited conduct to the person alleged to have committed ~~the conduct~~. Reports concerning prohibited conduct, including reports against the Title IX coordinator or ADA/Section 504 coordinator, may be directed to the Superintendent.

A report against the Superintendent may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.

Timely Reporting

To ensure the District's prompt investigation, reports ~~Reports~~ of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act. ~~A failure to promptly report may impair the District's ability to investigate and address the prohibited conduct.~~

Notice of Report

Any District supervisor who receives a report of prohibited conduct shall immediately notify the appropriate District official listed above and take any other steps required by this policy.

Any District employee who receives a report of prohibited conduct based on sex, including sexual harassment, shall immediately notify the Title IX coordinator.

Investigation of Reports Other Than Title IX ~~the Report~~

The following procedures apply to all allegations of prohibited conduct other than allegations of harassment prohibited by Title IX. [See FFH(LEGAL)] For allegations of sex-based harassment that,

if proved, would meet the definition of sexual harassment under Title IX, see the procedures below at Response to Sexual Harassment—Title IX.

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

Initial Assessment

Upon receipt or notice of a report, the District official shall determine whether the allegations, if ~~proved~~~~proven~~, would constitute prohibited conduct as defined by this policy. If so, the District ~~official~~ shall immediately authorize or undertake an investigation, regardless of whether a criminal or regulatory investigation regarding the same or similar allegations is pending.

Interim Action

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

District Investigation

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

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

Concluding the Investigation

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

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

District Action

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

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

Confidentiality

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

Appeal

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

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

Response to Sexual Harassment—Title IX

General Response

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

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

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

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

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

Title IX Formal Complaint Process

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

The Superintendent shall ensure the development of a Title IX formal complaint process that complies with legal requirements. [See FFH(LEGAL)] The formal complaint process shall be posted on the

District's website. In compliance with Title IX regulations, the District's Title IX formal complaint process shall address the following basic requirements:

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

Standard of
Evidence

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

Retaliation

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

Examples

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

Records Retention

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

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

Access to Policy and Procedures

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

PROFESSIONAL DEVELOPMENT
PROFESSIONAL MEETINGS AND VISITATIONS

DMD
(LOCAL)

**Meetings,
Conferences, and
Workshops**

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

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

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

Release Time

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

Certificate of Coursework Completion

The District shall issue a certificate of coursework completion to a student who has successfully completed state and local credit requirements for graduation but has failed to meet all applicable state testing requirements. [See EIF, FMH]

Partial Credit

When a student earns a passing grade in only ~~half one semester~~ of a ~~two semester~~ course and the combined grade for ~~both halves~~ ~~the two semesters~~ is lower than 70, the District shall award the student credit for the ~~half semester~~ with the passing grade. ~~The student shall be required to retake only the semester in which he or she earned the failing grade.~~

~~Withdrawal or Late Enrollment~~

~~Any student, including a migrant or homeless student, who enrolls after the first day of instruction or who withdraws early shall be provided opportunities to achieve mastery of the essential knowledge and skills to meet course requirements. Teachers and counselors shall consider the student's particular circumstances in determining appropriate opportunities, which may include, but are not limited to:~~

- ~~1. Individualized work.~~
- ~~2. Tutorial sessions.~~
- ~~3. Testing to verify mastery of the essential knowledge and skills.~~
- ~~4.1. Early final examinations.~~

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

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

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

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

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

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

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

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

Section 504

Committees

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

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

Referrals

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

Notice and Consent

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

Evaluation and Placement

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

Review and Reevaluation Procedure

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

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

Examining Records

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

Right to Impartial Hearing

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

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

Records Retention

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

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

A student enrolled under this provision may continue in enrollment so long as the grandparent provides this level of care.

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

"Accredited" Defined

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

Grade-Level Placement

Accredited Schools

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

Nonaccredited Schools

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

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

Transfer of Credit

Accredited Texas Public Schools

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

Other Accredited or Nonaccredited Schools

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

Transition
Assistance

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

[See EI]

Withdrawal

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

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

**Attendance
Accounting System**

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

Alternative
Attendance-
Taking **Recording**
Time

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

**Parental Consent to
Leave Campus**

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

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

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

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

Training

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

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

**Reporting Child
Abuse and Neglect**

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

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

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

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

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

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

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

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

Restrictions on Reporting

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

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

Making a Report

Reports may be made to any of the following:

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

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

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

Confidentiality

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

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

Immunity

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

Failing to Report Suspected Child Abuse or Neglect

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

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

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

Responsibilities Regarding Investigations

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

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

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

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

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

Statement of Nondiscrimination

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

Discrimination

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

Prohibited Conduct

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

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

Prohibited Harassment

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

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

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

Examples

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

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

Sex-Based Harassment

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

Sexual Harassment By an Employee

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

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

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

By Others

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

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

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

Examples

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

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

Gender-Based Harassment

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

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

Examples

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

Dating Violence

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

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

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

Examples

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

~~Retaliation~~

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

~~Examples~~

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

~~False Claim~~

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

~~Prohibited Conduct~~

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

**Reporting
Procedures**

Student Report

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

STUDENT WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH
(LOCAL)

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

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

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

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

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

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

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

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

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

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

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

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

Notification of Outcome

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

District Action

Prohibited Conduct

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

Corrective Action

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

Bullying

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

Improper Conduct

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

Confidentiality

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

Appeal

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

Response to Sexual Harassment–Title IX

General Response

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

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

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

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

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

Title IX Formal Complaint Process

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

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

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

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

Standard of
Evidence

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

Retaliation

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

Examples

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

False Claim

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

Records Retention

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

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

Access to Policy and Procedures

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

STUDENT ACTIVITIES
CONTESTS AND COMPETITION

FMF
(LOCAL)

UIL Activities

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

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

Athletic Program

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

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

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

Non-UIL Activities

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

Overnight Trips

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

Complaints

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

Other Complaint Processes

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

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

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

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

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

Notice to Students and Parents

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

Guiding Principles

Informal Process

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

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

Formal Process

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

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

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

Freedom from Retaliation

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

General Provisions

Filing

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

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

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level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.

Costs Incurred

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

Complaint and Appeal Forms

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

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

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

Level One

Complaint forms must be filed:

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

In most circumstances, students and parents shall file Level One complaints with the campus principal.

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

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

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

Absent extenuating circumstances, the administrator shall provide the student or parent a written response within ten days following the conference. The written response shall set forth the basis of the

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

Level Two

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

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

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

The Level One record shall include:

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

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

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

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

Level Three

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

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

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

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

The Level Two record shall include:

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

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

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

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

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the student or parent or the student's representative, any

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

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

Complaints

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

Other Complaint Processes

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

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

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

Guiding Principles

Informal Process

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

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

Formal Process

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

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

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

Freedom from Retaliation

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

General Provisions

Filing

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

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

Scheduling
Conferences

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

Response

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

Days

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

Representative

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

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

Consolidating
Complaints

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

Untimely Filings

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

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

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

Costs Incurred

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

Complaint and
Appeal Forms

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

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

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

Level One

Complaint forms must be filed:

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

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

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

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

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

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

Level Two

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

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

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

The Level One record shall include:

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

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

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

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

Level Three

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

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

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

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

The Level Two record shall include:

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

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

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

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

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

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

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

Vantage Points

A Board Member's Guide to Update 115

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

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

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

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

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

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

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

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

Section B—Local Governance

Board Policy

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

Section D—Personnel

Compensation and Benefits

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

Discrimination, Harassment, and Retaliation

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

Other revisions address the new Title IX regulations and:

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

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

**Section E—
Instruction**

**Academic
Achievement**

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

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

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

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

Section F— Students

Admissions

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

Attendance Accounting

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

Child Abuse and Neglect

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

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

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

Discrimination, Harassment, and Retaliation

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

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

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

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

Student and Parent Complaints

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

Section G—Community and Governmental Relations

Public Complaints

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

Miscellaneous Deletions

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

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

A message from TASB Governmental Relations

TASB Advocates for Public Schools

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

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

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

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

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

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



Quality Since 1983

TEXAS POLITICAL SUBDIVISIONS

JOINT SELF INSURANCE FUND

"Complete Workers' Comp and Property/Casualty Solutions"

P.O. Box 803356 • Dallas, Texas 75380-3356

800-588-0013 • 972-361-6300 • www.tpspool.org

To: Ann Arnn

Agency: Gans & Smith Insurance Agency, Inc.

Date: June 26, 2020

Reference: Harleton ISD

Property/Casualty Proposal

09-01-2020 to 09-01-2021

(Proposal is valid until: 12:01AM on September 01, 2020)

Dear Ann Arnn:

Based upon the information received, we are pleased to offer the attached proposal. Please review and advise if you have any questions.

The contract has Crisis Management (Workplace Violence) Coverage & Cyber Liability Coverage. These are coverages we provide to our Members for no additional cost. Please refer to the Crisis Management & Cyber Liability attachments for coverage details.

To bind coverage we will need you to complete our New/Renewal Binder, prior to inception date.

We appreciate the time you have invested in answering our questions and providing information necessary for preparation of this proposal. Thank you for giving us the opportunity to serve you. We look forward to working with you on this account.

Sincerely,

Chrystal Bradford

Senior Underwriter

Office: 972-360-6311

chrystal.bradford@tpspool.org

6/26/20

SUMMARY OF PROPOSAL

Harleton ISD

09-01-2020 to 09-01-2021

COVERAGE	DEDUCTIBLE	TOTAL CONTRIBUTION
General Liability	Various See Proposal Page	\$2,994
School Board Legal Liability	\$5,000 Per Claim	\$3,649
Auto Liability	Various See Proposal Page	\$7,809
Physical Damage	Various See Proposal Page	\$8,624
Property	Refer to Property Proposal	\$58,643
Electronic Data, Media and Hardware	\$1,000 Per Occurrence	Included
Contractor's Equipment	\$1,000 Per Occurrence	Included
Musical/Band Instruments & Uniforms	\$1,000 Per Occurrence	Included
Fine Arts	\$1,000 Per Occurrence	Included
Equipment Breakdown	\$10,000 Per Accident	Included
Crime	Refer to Crime Proposal	\$431
Cyber Liability	\$25,000 Each Incident/Claim	Included at no charge
Crisis Management	No Deductible Applies	Included at no charge
Foreign & Domestic Terrorism	\$10,000 Per Occurrence	Applies to Property coverage only
Total Contribution		\$82,150
<p><i>SPECIAL CONDITIONS:</i> <i>Please review proposal carefully as deductibles have changed.</i> <i>A completed and signed renewal Cyber application will be required upon binding.</i> <i>Pricing contemplates TPS writing all lines of coverage quoted.</i> <i>This proposal shall automatically expire as of the effective date.</i> <i>Coverage must be bound prior to the inception date and all contributions are due according to the terms of our billing invoice.</i></p>		

TEXAS POLITICAL SUBDIVISIONS JOINT SELF-INSURANCE FUND

GENERAL LIABILITY

Harleton ISD

09-01-2020 to 09-01-2021

Proposal

	LIMITS / DEDUCTIBLES
General Aggregate	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
No Deductible Applies to the Above	
Limited Personal Injury Liability (Police/Peace Officers): Combined BI/PD Deductible Limit applies per Claim	\$2,500
Damage to Rented Premises	\$100,000
Medical Payments	\$5,000
Employee Benefits (Not Claims-Made)	Included in General Liability Each Occurrence Limit of Self-Insurance
Employee Benefits Aggregate	Included in General Liability General Aggregate Limit (Subject to a Maximum Annual Aggregate of \$1,000,000)
Employee Benefits Deductible Limit	\$1,000
Total Contribution	\$2,994
INCLUDED COVERAGES	EXCLUDED COVERAGES
Occurrence Form Bodily Injury Property Damage Personal Injury Advertising Injury Additional Coverage for: Elected and Appointed Officials Members of Boards or Commissions Employees & Volunteers Incidental Medical Malpractice Employee Benefits Liability Corporal Punishment Police/Peace Officers: Limited Personal Injury Liability	Employee-Related Claims Pollution Asbestos Coverage for: All Hospital Operations Jail Operations Contractors School Board Legal Liability Terrorism Mold
Applicable Addenda: 113A, 115, 116, 120, 122, 123, 124, 125, 126, 127, 128, 135	
The coverages and exclusions described above are not intended to be a complete listing but rather a sampling of some of the more important coverages provided. Please refer to the Coverage Document & addenda for complete coverages and exclusions.	
SPECIAL CONDITIONS:	

TEXAS POLITICAL SUBDIVISIONS JOINT SELF-INSURANCE FUND

SCHOOL BOARD LEGAL LIABILITY

Harleton ISD

09-01-2020 to 09-01-2021

Proposal

Limits of Self-Insurance		
	Annual Aggregate	\$1,000,000
	Per Claim	\$1,000,000
	Per Claim Deductible	\$5,000
	Retro Date	7/1/2017
Total Contribution		\$3,649
HIGHLIGHTS	EXCLUDED COVERAGES	CONDITIONS of PROPOSAL
Claims-Made Coverage Defense costs in additions to limits Pays on Behalf of Duty to Defend 60 Day Notice of Cancellation Sexual Misconduct Limited Non-Pericuniary Defense	Punitive or Exemplary Damages Student-Student Sexual Abuse	Coverage must be written in conjunction with General Liability coverage.
Applicable Addenda:		
401, 402		
The coverages and exclusions described above are not intended to be a complete listing but rather a sampling of some of the more important coverages provided. Please refer to the Coverage Document & addenda for complete coverages and exclusions.		
SPECIAL CONDITIONS:		

AUTOMOBILE

Harleton ISD

09-01-2020 to 09-01-2021

COVERAGE	LIMITS	DEDUCTIBLE
Liability:		Combined BI & PD
BI - Each Person	\$ 100,000	\$ 2,500
BI - Each Accident	\$ 300,000	
PD - Each Accident	\$ 100,000	Each Accident
Uninsured/Underinsured Motorists		\$ 250
BI - Each Person	\$ 30,000	
BI - Each Accident	\$ 60,000	
PD - Each Accident	\$ 25,000	
Medical Payments	\$ 5,000	
Collision	Actual Cash Value	\$2,500
Comprehensive	Actual Cash Value	\$2,500
HIRED Collision	\$50,000	\$2,500
HIRED Comprehensive	\$50,000	\$2,500
	Contributions:	
Liability	\$6,577	
Uninsured/Underinsured Motorists	\$966	
Medical Payments	\$266	
Physical Damage	\$7,706	
Hired Car Physical Damage	\$918	
Total Contribution:	\$16,433	
HIGHLIGHTS	EXCLUDED COVERAGES	CONDITION of PROPOSAL
60 day notice of cancellation Broad definition of Covered Party Hired PhysDam on a EXCESS Basis All owned, hired and non-owned vehicles for liability, including vehicles under long-term lease. Automatic coverage on vehicles acquired during policy term subject to annual self-audit.	Refer to coverage document for details. Personal Injury Protection Terrorism Mold	This proposal contemplates 27 vehicles based on the schedule provided. Annual Payment ONLY Contribution adjusted at anniversary to reflect unit changes
Applicable Addenda: 216a, 219, 220, 222, 223, 236		
The coverages and exclusions described above are not intended to be a complete listing but rather a sampling of some of the more important coverages provided. Please refer to the Coverage Document & addenda for complete coverages and exclusions.		
SPECIAL CONDITIONS:		
<i>Deletion of any coverage is subject to Underwriter approval prior to binding. Automobile coverage may be written on a monoline basis subject to Underwriter approval</i>		

PROPERTY

Harleton ISD

09-01-2020 to 09-01-2021

Limit of Self-Insurance	
Property	\$31,785,000
Equipment Breakdown	\$31,785,000
Causes of Loss	All Risk of Direct Physical Loss or Damage
Basis of Coverage	Blanket
Valuation	Replacement Cost except ACV on Contractor's Equipment & Other IM Coverages
Deductibles:	
AOP	\$25,000 Per Occurrence
Wind	\$100,000 Per Occurrence
Hail	\$100,000 Per Occurrence
Earth Movement	\$150,000 Per Occurrence
Flood	\$150,000 Per Occurrence
Equipment Breakdown	\$10,000 Per Accident
Basic Contribution	\$57,480
Electronic Data, Media and Hardware	\$282
Contractor's Equipment	\$317
Musical/Band Instruments & Uniforms	\$282
Fine Arts	\$282
Total Contribution:	\$58,643
OTHER COVERAGES	BASIC LIMITS
Newly Acquired Property	\$10,000,000
Extra Expense	\$5,000,000
Valuable Papers and Records	\$5,000,000
Property In Transit	\$1,000,000
Accounts Receivable	\$5,000,000
Demolition Cost & ICC (Coverage A, B & C)	Included
Flood & Earth Movement	\$10,000,000
Spoilage	\$250,000
Outdoor Property (max per item may apply)	\$1,000,000
Miscellaneous Unnamed Locations	\$5,000,000
Unscheduled Tracks & Fields	\$2,500,000
Applicable Addenda:	
351, 351a, 380, 389, 389a, 391, 393, 394, 395, 397, 398, 399	
The coverages and exclusions described above are not intended to be a complete listing but rather a sampling of some of the more important coverages provided. Please refer to the Coverage Document & addenda for complete coverages and exclusions.	
SPECIAL CONDITIONS:	
<i>Please see new addendum 389a: An Exclusion for Virus, Bacteria or Microorganisms that induce physical distress, illness or disease will be added to Property Coverage effective 9/1/20 and after.</i>	

TEXAS POLITICAL SUBDIVISIONS JOINT SELF-INSURANCE FUND

SPECIAL EQUIPMENT

Harleton ISD

09-01-2020 to 09-01-2021

Proposal

COVERAGE	Values:	Causes of Loss	Valuation:	Deductible: Per Occurrence	Contribution
Electronic Data, Media and Hardware	\$1,000,000	All risk of Direct Physical Loss or Damage	RCV	\$1,000	\$282
Contractor's Equipment	\$250,000	All risk of Direct Physical Loss or Damage	ACV	\$1,000	\$317
Musical/Band Instruments & Uniforms	\$1,000,000	All risk of Direct Physical Loss or Damage	ACV	\$1,000	\$282
Fine Arts	\$1,000,000	All risk of Direct Physical Loss or Damage	ACV	\$1,000	\$282
Total Contribution: Included in Property Proposal					
<i>SPECIAL CONDITIONS:</i>					
Coverage will not be written without Property Coverage.					

Please refer to the Coverage Document for complete coverages and exclusions.

TEXAS POLITICAL SUBDIVISIONS JOINT SELF-INSURANCE FUND

CRIME

Harleton ISD

09-01-2020 to 09-01-2021

Proposal

Crime Coverages:	Limit of Self-Insurance	Deductible Amount
Coverage O - Employee Dishonesty	\$100,000	\$1,000
Coverage B - Forgery or Alteration	\$50,000	\$1,000
Coverage C - Theft Disappearance & Destruction	\$50,000	\$1,000
Coverage F - Computer Fraud	\$50,000	\$5,000
	Total Contribution	\$431
Applicable Addenda & Coverage Forms:		
606, 608, 609, 612		
Please refer to the Coverage Document, Coverage Forms & Addenda for complete coverages and exclusions.		
SPECIAL CONDITIONS:		



TEXAS POLITICAL SUBDIVISIONS JSIF CYBER LIABILITY HIGHLIGHTS

GENERAL TERMS

Carrier	Chubb
Insured	TPS General Liability Members
A.M. Best Rating	A++ (Superior)
Consultants	Chubb Vendors & Partners: TPS utilizes an approved Chubb list for members Cyber Breach Coach, Forensics & Investigations, Notification & Monitoring and Public Relations to provide cyber management services.
Policy Number	EON G29012052 001
Territory	Territory is Worldwide unless amended with Excluded Countries
Deductible	\$25,000
Annual Aggregate	\$1,000,000
Type	Claims-Made Policy
Purpose	Provided as a value added service to assist TPS members in the event of a Cyber Attack or Data Breach

COVERAGE	LIMIT/WAITING PERIOD	COVERAGE DESCRIPTION
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First Party Coverage

CYBER INCIDENT RESPONSE FUND

Notification	Limit	\$1,000,000	Provides coverage for drafting notification letters, and to report and communicate as required with any regulatory, administrative or supervisory authority. Retaining call center and other related services for notification as required by law. Notifying a natural person whose PI has been wrongfully disclosed or otherwise compromised, including retaining a notification service.
Credit Monitoring	Limit		Provides credit monitoring, credit freezing, credit thawing, healthcare record monitoring (where available), social media monitoring, password management service, or fraud alert services.
Public Relations	Limit		Provides expenses related to retaining the services of a public relations or crisis communications firm for the purpose of protecting or restoring the reputation of, or mitigating financial harm to insured.
Forensics Investigation	Limit		Provides expenses for retaining the services of a third party computer forensics firm to determine the cause and scope of a cyber incident.
Criminal Reward	Limit		Provides any reasonable amount to an informant or information not otherwise available which leads to the arrest and conviction of a natural person or an entity responsible.

BUSINESS INTERRUPTION LOSS & EXTRA EXPENSES

Business Interruption Loss & Extra Expenses	Limit	\$1,000,000	Provides coverage for continuing normal operating and payroll expense (net profit before tax) that would have been earned had no interruption in service of a Insured's computer system occurred.
	Waiting Period	12 Hours	

CONTINGENT BUSINESS INTERRUPTION LOSS & EXTRA EXPENSES

Contingent Business Interruption Loss & Extra Expenses	Limit	\$1,000,000	Provides coverage for continuing normal operating and payroll expense (net profit before tax) that would have been earned had no interruption in service of a shared computer system occurred.
	Waiting Period	12 Hours	

DIGITAL DATA RECOVERY

Data Recovery	Limit	\$1,000,000	Provides reasonable & necessary costs incurred by an insured to replace, restore, recreate, re-collect or recover digital data from written records or form partially or fully matching electronic records. Includes loss from fraudulent infiltration & manipulation of Telephone System.
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NETWORK EXTORTION THREAT

Network Extortion	Limit	\$1,000,000	Provides reasonable & necessary expenses incurred including money, cryptocurrencies (including Bitcoin), or other consideration surrendered as payment.
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CYBER CRIME

Social Engineering Fraud	Limit	\$100,000	Covers payment for loss of money or securities sustained directly from Social Engineering Fraud committed by a person purporting to be a vendor, client or an employee
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Third Party Liability Coverage

CYBER, PRIVACY & NETWORK SECURITY LIABILITY

Liability	Limit	\$1,000,000	Covers any error, misstatement, misleading statement, act, omission, neglect, breach of duty or other offense actually or allegedly committed or attempted by any insured.
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PAYMENT CARD LOSS

Payment Card Loss	Limit	\$100,000	Covers monetary assessments, fines, penalties, chargebacks, reimbursements, and fraud recoveries as a result of actual or alleged failure of payment card loss.
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REGULATORY PROCEEDINGS

Regulatory Proceedings	Limit	\$1,000,000	Covers regulatory fines of any civil monetary fine or penalty imposed by a federal, state, local or foreign governmental entity in such entity's regulatory or official capacity.
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ELECTRONIC, SOCIAL & PRINT MEDIA LIABILITY

Electronic, Social & Print Media	Limit	\$1,000,000	Covers damages and claim expenses related to any error, misstatement, misleading statement, act, omission, neglect of breach of duty actually or allegedly committed or attempted by an insured. Or posted on insureds website, printed material or posted on any social media site or anywhere on the internet.
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CLAIMS PROCESSING PROCEDURE

Immediately report all claims directly to TPS at claims@tpspool.org, 800-588-0013 or directly to the Director of Claims at 972-835-5221

This is a summary of coverage, please refer to the policy form for specific policy details and exclusions. Full policy details are available on the TPS website at www.tpspool.org

Revised on August 19, 2019



TEXAS POLITICAL SUBDIVISIONS JSIF CRISIS MANAGEMENT (Workplace Violence) HIGHLIGHTS

GENERAL TERMS

Carrier	Houston Casualty Company
Insured	TPS Property and Liability Members (All Employees, Officers, Directors & Students. Including any Guests of the insured while on premises or while traveling and any Relative of insured)
A.M. Best Rating	A+ (Superior)
Consultants	Unity Resources Group: Crisis Response Firm approved to provide crisis management services
Policy Number	S716-85001
Territory	Territory is Worldwide unless amended with Excluded Countries
Deductible	No Deductible
Type	Occurrence Policy
Purpose	Provided as a value added service to assist TPS members in the event of a workplace violence or similar crisis event

COVERAGE	LIMIT/INDEMNITY/WAITING PERIOD	COVERAGE DESCRIPTION
KIDNAP & RANSOM		
Ransom	Limit	\$2,000,000
Personal	Limit	\$5,000
In-Transit Loss	Limit	\$2,000,000
Additional Expenses	Limit	\$2,000,000
Crisis Response Fees & Expenses	Limit	Unlimited
Legal Liability	Limit	\$2,000,000

ACCIDENTAL DEATH & DISMEMBERMENT		
Personal Accident	Per Person Limit	\$250,000
	Aggregate Limit	\$1,250,000

THREAT RESPONSE EXPENSE		
Threat Response Expense	Limit	\$100,000
	Indemnity Period	90 days

DISAPPEARANCE & INVESTIGATION EXPENSE		
Disappearance Investigation	Limit	\$150,000
	Indemnity Period	90 days
	Waiting Period	48 hours

BUSINESS INTERRUPTION/LOSS OF EARNINGS		
Business Interruption/Loss of Earnings	Limit	\$2,000,000
	Indemnity Period	90 days
	Waiting Period	6 hours

TRAVEL SECURITY EVACUATION/EMERGENCY REPATRIATION & RELOCATION		
Travel Security Evacuation/ Emergency Repatriation & Relocation	Limits	\$1,000,000 per evacuation w/\$1,000,000 AGG
		\$10,000 personal effects sublimit per person
		\$25,000 repatriation sublimit per person

CHILD ABDUCTION (PREMISES)		
Child Abduction	Limit	\$2,000,000

WORKPLACE VIOLENCE /ACTIVE SHOOTER/ ASSAULT EXPENSE		
Workplace Violence/Assault Expense	Limits	Liability limit: \$2,250,000 per loss w/\$2,250,000 AGG
		Expense Limit: \$1,000,000 per loss w/\$1,000,000 AGG
		AD&D Limit: \$250k per person w/\$1,250,000 per event AGG

CLAIMS PROCESSING PROCEDURE

Immediately report all claims directly to TPS at claims@tspool.org, 800-588-0013 or directly to the Director of Claims at 972-835-5221

Should you require immediate assistance with an incident or possible incident, contact Unity Resources Group (Unity)

at their 24/7 crisis line @ +1-410-571-2628 or respond@unityresourcesgroup.com

This is a summary of coverage, please refer to the policy form for specific policy details and exclusions. Full policy details are available on the TPS website at www.tspool.org



TEXAS POLITICAL SUBDIVISIONS JSIF TERRORISM HIGHLIGHTS

GENERAL TERMS

Carrier	Ironshore Insurance Service LLC (A Liberty Mutual Company)		
Insured	TPS Property Members		
A.M. Best Rating	A (Excellent)		
Policy Number	3642600		
Territory	United States		
Deductibles	\$10,000 (24 hour Ingress/Egress/Service Interruption)		
Limit	\$100,000,000 Per Occurrence & In The Aggregate		
Type	Foreign & Domestic Terrorism/Sabotage (real property)		
Purpose	Provided to assist TPS members in the event of a Property Terrorism Event		

COVERAGE	LIMIT/INDEMNITY PERIOD/MILES	COVERAGE DESCRIPTION	
<i>*Underlying Sublimits*</i>			
ACCOUNTS RECEIVABLE			
Accounts	Limit	\$250,000	As per property coverage document.
BUSINESS INTERRUPTION			
Business	Limit	\$1,000,000	Available if applied for.
CIVIL OR MILITARY AUTHORITY			
Civil or Military Authority	Limit	\$1,000,000	Actual loss sustained during the period of time when access to real or personal property is prohibited by an order of civil or military authority.
	Indemnity Period	30 days	
	Miles	1	
DEBRIS REMOVAL EXPENSES			
Debris Removal Expenses	Limit	\$1,000,000	Covers the necessary and reasonable expense of removal from locations of debris.
DECONTAMINATION COSTS EXCLUDING NCBR			
Decontamination Costs	Limit	\$250,000	Covers decontamination costs excluding nuclear, chemical, biological and radiological.
DEMOLITION & ICC			
Demolition & ICC	Limit	\$1,000,000	Covers enforcement of any law, ordinance, governmental directive or standard in effect at the time of loss or damage regulating the construction, repair or use and occupancy of the property.
ELECTRONIC DATA PROCESSING EQUIPMENT MEDIA (Physical Damage Only)			
Electronic Data Processing	Limit	\$1,000,000	As per property coverage document.
ERROR & OMISSIONS			
Error & Omissions	Limit	\$1,000,000	Covers direct physical loss or damage due to any error or unintentional omission.
FINE ARTS			
Fine Arts	Limit	\$250,000	Covers breakage of art, glass, windows, statuary, sculptures, marble, glassware, porcelain, bric-a-brac, antique furniture: antique jewelry or similar fragile articles, unless such breakage.
FIRE PROTECTIVE SYSTEMS			
Fire Protective	Limit	\$10,000	As per property coverage document.
INGRESS/EGRESS			
Ingress/Egress	Limit	\$1,000,000	Provides coverage for actual loss sustained during the period of time when ingress to or egress from the real or personal property is prohibited.
	Indemnity Period	30 days	
	Miles	1	
KEY & LOCK EXPENSE			
Key & Lock	Limit	\$250,000	Covers necessary key & lock expenses.
LANDSCAPING			
Landscaping	Limit	\$10,000	Covers minimal landscape expense.
LEASEHOLD INTEREST			
Leasehold Interest	Limit	\$1,000,000	Available if applied for.
MISSCELLANEOUS UNNAMED LOCATIONS			
Miscellaneous Unnamed	Limit	\$1,000,000	As per property coverage document.
	Indemnity Period	30 days	
NEWLY ACQUIRED LOCATIONS			
Newly Acquired Locations	Limit	\$10,000,000	As per property coverage document.
	Indemnity Period	90 days	
PRESERVATION OF PROPERTY			
Preservation of Property	Limit	\$250,000	Reimburses expenses incurred in taking reasonable and necessary actions for the temporary protection and preservation of property.
PROFESSIONAL FEES			
Professional Fees	Limit	\$250,000	Covers reasonable and necessary expenses incurred to accountants, architects, auditors, engineers, or other professionals or employees to prepare and certify particulars or details of claims.
RELOCATION EXPENSE			
Relocation	Limit	\$1,000,000	Covers necessary relocation expense.
RENTAL INCOME			
Rental Income	Limit	\$1,000,000	Available if applied for.

SERVICE INTERRUPTION			
Service Interruption	Limit	\$1,000,000	Covers physical loss or damage to property and/or time element coverage arising from physical loss or damage.
	Indemnity Period	30 days	
	Miles	1	
SOFT COSTS			
Soft Costs	Limit	\$250,000	Covers necessary soft costs.
TRANSIT			
Transit	Limit	\$250,000	Covers loss resulting from loss or damage to property in transit.
VALUABLE PAPERS			
Valuable Papers	Limit	\$250,000	As per property coverage document.
CLAIMS PROCESSING PROCEDURE			
Immediately report all claims directly to TPS at claims@tpspool.org , 800-588-0013 or directly to the Director of Claims at 972-835-5221			
<i>*This is a summary of coverage, please refer to the policy form for specific policy details and exclusions.*</i>			

Revised on October 31 2018

RATING YEAR DISTRICT NUMBER



Financial Integrity Rating System of Texas

2019-2020 RATINGS BASED ON SCHOOL YEAR 2018-2019 DATA - DISTRICT STATUS DETAIL

Name: HARLETON ISD (102905)	Publication Level 1: 8/6/2020 9:26:37 AM
Status: Passed	Publication Level 2: 8/6/2020 11:17:34 AM
Rating: A = Superior	Last Updated: 8/6/2020 11:17:34 AM
District Score: 100	Passing Score: 60

#	Indicator Description	Updated	Score
1	<u>Was the complete annual financial report (AFR) and data submitted to the TEA within 30 days of the November 27 or January 28 deadline depending on the school district's fiscal year end date of June 30 or August 31, respectively?</u>	3/31/2020 1:15:00 PM	Yes
2	Review the AFR for an unmodified opinion and material weaknesses. The school district must pass 2.A to pass this indicator. The school district fails indicator number 2 if it responds "No" to indicator 2.A. or to both indicators 2.A and 2.B.		
2.A	<u>Was there an unmodified opinion in the AFR on the financial statements as a whole? (The American Institute of Certified Public Accountants (AICPA) defines unmodified opinion. The external independent auditor determines if there was an unmodified opinion.)</u>	3/31/2020 1:15:00 PM	Yes
2.B	<u>Did the external independent auditor report that the AFR was free of any instance (s) of material weaknesses in internal controls over financial reporting and compliance for local, state, or federal funds? (The AICPA defines material weakness.)</u>	3/31/2020 1:15:01 PM	Yes
3	<u>Was the school district in compliance with the payment terms of all debt agreements at fiscal year end? (If the school district was in default in a prior fiscal year, an exemption applies in following years if the school district is current on its forbearance or payment plan with the lender and the payments are made on schedule for the fiscal year being rated. Also exempted are technical defaults that are not related to monetary defaults. A technical default is a failure to uphold the terms of a debt covenant, contract, or master promissory note even though payments to the lender, trust, or sinking fund are current. A debt agreement is a legal agreement between a debtor (= person, company, etc. that owes money) and their creditors, which includes a plan for paying back the debt.)</u>	3/31/2020 1:15:01 PM	Yes
4		3/31/2020 1:15:01 PM	Yes

	<u>Did the school district make timely payments to the Teachers Retirement System (TRS), Texas Workforce Commission (TWC), Internal Revenue Service (IRS), and other government agencies?</u>		
5	This indicator is not being scored.		
			1 Multiplier Sum
6	<u>Was the number of days of cash on hand and current investments in the general fund for the school district sufficient to cover operating expenditures (excluding facilities acquisition and construction)? (See ranges below.)</u>	3/31/2020 1:15:02 PM	10
7	<u>Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt? (See ranges below.)</u>	3/31/2020 1:15:02 PM	10
8	<u>Was the ratio of long-term liabilities to total assets for the school district sufficient to support long-term solvency? If the school district's increase of students in membership over 5 years was 7 percent or more, then the school district passes this indicator. See ranges below.</u>	3/31/2020 1:15:03 PM	10
9	<u>Did the school district's general fund revenues equal or exceed expenditures (excluding facilities acquisition and construction)? If not, was the school district's number of days of cash on hand greater than or equal to 60 days?</u>	3/31/2020 1:15:03 PM	10
10	<u>Was the debt service coverage ratio sufficient to meet the required debt service? (See ranges below.)</u>	3/31/2020 1:15:05 PM	10
11	<u>Was the school district's administrative cost ratio equal to or less than the threshold ratio? (See ranges below.)</u>	3/31/2020 1:15:05 PM	10
12	<u>Did the school district not have a 15 percent decline in the students to staff ratio over 3 years (total enrollment to total staff)? (If the student enrollment did not decrease, the school district will automatically pass this indicator.)</u>	3/31/2020 1:15:06 PM	10
13	<u>Did the comparison of Public Education Information Management System (PEIMS) data to like information in the school district's AFR result in a total variance of less than 3 percent of all expenditures by function?</u>	3/31/2020 1:15:07 PM	10
14	<u>Did the external independent auditor indicate the AFR was free of any instance(s) of material noncompliance for grants, contracts, and laws related to local, state, or federal funds? (The AICPA defines material noncompliance.)</u>	3/31/2020 1:15:07 PM	10
15	<u>Did the school district not receive an adjusted repayment schedule for more than one fiscal year for an over allocation of Foundation School Program (FSP) funds as a result of a financial hardship?</u>	3/31/2020 1:15:07 PM	10
			100 Weighted Sum
			1 Multiplier Sum

100 Score

DETERMINATION OF RATING

A.	Did the district answer 'No' to Indicators 1, 3, 4, or 2.A? If so, the school district's rating is F for Substandard Achievement regardless of points earned.	
B.	Determine the rating by the applicable number of points. (Indicators 6-15)	
	A = Superior	90-100
	B = Above Standard	80-89
	C = Meets Standard	60-79
	F = Substandard Achievement	<60
<p>No Rating = A school district receiving territory that annexes with a school district ordered by the commissioner under TEC 13.054, or consolidation under Subchapter H, Chapter 41. No rating will be issued for the school district receiving territory until the third year after the annexation/consolidation.</p>		

Home Page: [Financial Accountability](#) | Send comments or suggestions to FinancialAccountability@tea.texas.gov

THE **TEXAS EDUCATION AGENCY**
 1701 NORTH CONGRESS AVENUE · AUSTIN, TEXAS, 78701 · (512) 463-9734

FIRST 5.9.1.0

School Enrollment

001 HARLETON HIGH SCHOOL

Grade	American Ind		Asian		Black		Nat Hawaiian		White		Hispanic/Lat Eth		Multi-Race		Total		Total
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	
09	0	0	0	0	0	1	0	0	32	25	1	3	3	0	36	29	65
10	0	0	0	0	0	0	0	0	29	26	2	1	3	3	34	30	64
11	0	0	1	0	0	1	0	0	34	15	0	4	1	0	36	20	56
12	0	0	0	0	2	2	0	0	34	19	4	3	0	2	40	26	66
TOTAL	0	0	1	0	2	4	0	0	129	85	7	11	7	5	146	105	251

School Enrollment

041 HARLETON JR HIGH SCHOOL

Grade	American Ind		Asian		Black		Nat Hawaiian		White		Hispanic/Lat Eth		Multi-Race		Total		Total
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	
06	0	0	0	0	1	0	0	0	22	19	1	3	3	1	27	23	50
07	0	0	0	0	1	0	0	0	20	21	1	3	2	0	24	24	48
08	0	0	0	0	2	0	0	0	27	19	3	0	2	3	34	22	56
TOTAL	0	0	0	0	4	0	0	0	69	59	5	6	7	4	85	69	154

School Enrollment

101 HARLETON ELEMENTARY SCHOOL

Grade	American Ind		Asian		Black		Nat Hawaiian		White		Hispanic/Lat Eth		Multi-Race		Total		Total
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	
01	0	0	0	0	0	0	0	0	21	26	4	3	0	1	25	30	55
02	0	0	0	0	0	1	0	0	28	21	1	2	2	0	31	24	55
03	0	0	0	0	0	0	0	0	22	23	0	1	1	0	23	24	47
04	0	0	0	0	0	0	0	0	21	19	1	3	0	1	22	23	45
05	0	0	0	0	0	0	0	0	19	28	2	5	2	1	23	34	57
EE	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1	0	1
KG	1	0	0	0	1	0	0	0	22	19	1	1	2	3	27	23	50
PK	0	0	0	0	0	0	0	0	5	9	0	0	0	0	5	9	14
TOTAL	1	0	0	0	1	1	0	0	139	145	9	15	7	6	157	167	324

Totals for All Schools

Grade	American Ind		Asian		Black		Nat Hawaiian		White		Hispanic/Lat Eth		Multi-Race		Total		Total
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	
01	0	0	0	0	0	0	0	0	21	26	4	3	0	1	25	30	55
02	0	0	0	0	0	1	0	0	28	21	1	2	2	0	31	24	55
03	0	0	0	0	0	0	0	0	22	23	0	1	1	0	23	24	47
04	0	0	0	0	0	0	0	0	21	19	1	3	0	1	22	23	45
05	0	0	0	0	0	0	0	0	19	28	2	5	2	1	23	34	57
06	0	0	0	0	1	0	0	0	22	19	1	3	3	1	27	23	50
07	0	0	0	0	1	0	0	0	20	21	1	3	2	0	24	24	48
08	0	0	0	0	2	0	0	0	27	19	3	0	2	3	34	22	56
09	0	0	0	0	0	1	0	0	32	25	1	3	3	0	36	29	65
10	0	0	0	0	0	0	0	0	29	26	2	1	3	3	34	30	64
11	0	0	1	0	0	1	0	0	34	15	0	4	1	0	36	20	56
12	0	0	0	0	2	2	0	0	34	19	4	3	0	2	40	26	66
EE	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1	0	1
KG	1	0	0	0	1	0	0	0	22	19	1	1	2	3	27	23	50
PK	0	0	0	0	0	0	0	0	5	9	0	0	0	0	5	9	14
TOTAL	1	0	1	0	7	5	0	0	337	289	21	32	21	15	388	341	729

	A	B	C	D	E	F	G
1	2020-2021 Transfer List						
3	ELEMENTARY	KINDERGARTEN	FIRST GRADE	SECOND GRADE	THIRD GRADE	FOURTH GRADE	FIFTH GRADE
4		Elisabeth Tarver	Audree Kyle Voyles	Conner Layton	Cash Tarver	Morgan Mackey	Aaron Fitts
5		Kolten Layton	Camden Little	Bailey Booth	Jaci Lee	Presley Groce	Tate Sears
6		Karley Fulton	John Cannon Chaler	Clancy Boles	Peyton Salmon	Holly Roberts	Skylar Thomas
7		Vivian Ruegg	Avery Rhea	Bentley Wilson	Ryleigh Castle	Baylee Helton	Reagan Mc Carty
8		Weston Wilson	Landon Salmon		Cash Jones		Kaison Bishop
9		Hayse Davis	Blakelee King		Emery Powell		Geordon Huffman
10		Knox Davis	Henley Russell		Lukas Ruegg		Kendall Hearron
11			Remington Walker		Brentley Smith		Wyatt Tarver
12			Jude Hargett				Elliana Powell
13			Jonah Siler				
14							
15							
16	TOTALS	7	4	2	6	3	6
17	JR. HIGH	SIXTH GRADE	7TH GRADE	7TH GRADE	8TH GRADE		
18		Laney Childress	Zane Sears	Luke Mersino	Evan Vance		
19		Gage Lee	Izayah Farris	Jaedon Raiborn	Ameerah Lynn Roland		
20		Jackson Mackey	Alex Holt	Kaedon Raiborn	Hunter Mc Carty		
21		Hunter Phillips	Jack Floyd		Eric Lucchi		
22		Madison Collier	Preston Parker		Shawn Booth		
23		Sydney Stephens	Preston Morrison		Addison Farris		
24		Buddy Nipp	Makenzie Hearron		Heidi Roberts		
25		Leighton Mc Whorter	Jaxon Little		Kelton Williams		
26			Luke Roberts		Gage Shirts		
27							
28	TOTALS	6		6	5		
29							
30	HIGH SCHOOL	NINTH GRADE	TENTH GRADE	ELEVENTH GRADE	TWELVFTH GRADE		
31		Madalyn Coyne	Braden Hopkins	Christian Deleo	Hayley Hopkins		
32		Savannah Nicholson	Emma Hughes	Keilan Tidwell			
33		Cade Canfield	Heather Herrington	Amber Hitt	Catherine Perez		
34		Cora Perez	Ashlyn Groce	Kaden Short			
35		Madison Foster	Carter Hays Bibb	Courtney Arnold			
36			Evan Rackley	Lauren Arnold			
37			Dylan Armstrong	Hunter Shirts			
38			Zander Stoman	Caleb Smith		Transfers	57
39			Zane Stoman	Carter Taft		Employee Childre	25
40			Luke Ratcliff	Dylan Case Dunagan		Grandparent Claus	14
41							
42	Totals	1	6	6	0	Total Transfers	96
43							

	A	B	C	D	E	F	G
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Harrison County Elections Office
P.O. Box 8409
Marshall, Texas 75671
harrisoncountytexas.org/elections



Phone: 903-935-4822
Fax: 903-938-1509
415 E. Burleson St.
Marshall - 75670

CONTRACT FOR ELECTIONS SERVICES

THE STATE OF TEXAS

COUNTY OF HARRISON

This contract, is made this 7th day of August 2020, by and between the HARLETON Independent School District, HARLETON TEXAS, hereinafter called THE SCHOOL, acting by and through JAY RATCLIFF Superintendent and Donald Robinette, Elections Administrator of Harrison County, Texas, hereinafter the CONTRACTING OFFICER, pursuant to Texas Election Code Sec.31.092, for the conducting and supervision of the:

TRUSTEE PLACES 1, 2, 5, 6 ELECTION To be held on
Tuesday, November 3, 2020.

This contract is entered into in consideration of the mutual covenants and agreements hereinafter set out. It is agreed as follows:

- I. The Contracting Officer, in connection with holding of said elections, shall assume the following responsibilities:
 - a. Appoint or shall be allowed to delegate the positions of Early Voting Clerk, Central Counting Station Manager, Tabulation Supervisor and Assistant Tabulation Supervisor, as provided for in Texas Election Code, Sec. 31.094 and 31.095.
 - b. The Harrison County Elections Office shall take responsibility for processing Early Voting Ballot my Mail requests.
 - c. Procure and distribute election supplies, including the preparation of election kits and the printing and distribution of ballots for both Early Voting and Election Day.
 - d. Procure, arrange for the programming and distribution of all election equipment.
This includes the use of HAVA mandated electronic equipment purchased from Hart InterCivic. The eScan, JBC and eSiate DAU/DRE (Disabled Access Unit/Direct-Recording Electronic) voting equipment will be used for Early Voting and Election Day OR such similar equipment should the county purchase new equipment before the November election.
 - e. Arrange for the publication of a Notice for the date, time and place of the Public Logic and Accuracy Test of the election equipment, and oversee said test.

f. Post notice of the date, time and place of a school of instruction for election judges and clerks, and conduct said school of instruction.

g. Arrange for the programming and testing materials to be used to test the voting equipment.

h. Arrange for the handling and distribution of election returns, preparation of the tabulation for the official canvass, and will, if needed arrange for the manual validation as required in the Texas Election Code, Sec. 127.201.

i. In accordance with Sec. 31.098 of the Texas Election Code, the Contracting Officer is authorized to contract with third-parties for election services and supplies. The cost of such third-party services is to be the responsibility of the SCHOOL.

j. Arrange for the programming of the voting system based on the information provided by the SCHOOL. This information shall include the correct spelling of all candidates' names, the office sought, order of names on the ballot and the English and Spanish translation of the office. The SCHOOL shall pay for the cost of such programming.

k. Provide sufficient time for the SCHOOL to review the ballot before it is finalized.

l. Arrange for the counting of votes registered on the electronic units in accordance with Chapter 127 of the Texas Election Code.

m. Submit precinct by precinct reports to the Texas Secretary of State's office of all election returns for said election.

n. After completion of the unofficial tabulation of precinct results, the Harrison County elections Office shall distribute the election records to the SCHOOL, except for those records that must be distributed to the Voter Registrar, in accordance with Sec. 66.051 of the Texas Election Code.

The Harrison County Elections Office is hereby appointed the custodian of ballots cast on the eSiate, DAU, DRE voting system consisting of the backup, and preservation of records in accordance with Chapter 66 of the Texas Election Code and other applicable law. The Harrison County elections Office shall also maintain custody of the records pertaining to the operation of the JBC and eScan. Said records and election documents will be destroyed after the retention period (22 months from Election Day) which is mandated by Texas Election Law unless the CITY notifies the Harrison County Elections Office in writing of their desire to collect said election records and or documents. This written notice must be received by the Harrison County Elections Office no later than 5 business days before the date to destroy said records and or documents.

o. The Contracting Office shall tabulate the votes registered on the electronic units in accordance with Chapter 127 of the Texas Election Code, supervise the handling and distribution of election returns, voted ballots, etc., tabulate unofficial returns, assist in

preparing the tabulation for the official canvass and certify the election results for representatives of the SCHOOL.

II. THE SCHOOL, in connection with holding the trustee elections to be held on Tuesday, November 3, 2020 shall assume the following responsibilities and shall directly bear any attendant costs for the same:

a. Approve the appointment of the Election Day Judges and Clerks, as well as the Early Voting Ballot Board and Central County Station Judges and Clerks to be used in said elections.

b. Shall pay for any and all expenses involved with Early Voting Ballot by Mail requests for said elections.

c. The use of Harrison County elections Office Poll Pads and MIFI equipment to qualify voters by personal appearance during Early Voting and on Election Day.

d. The use of Harrison County elections Office eScan, JBC and eSiate DAU/DRE voting equipment to process and tally all voted ballots for said elections. NOTE: The Harrison County Elections Office shall manage all Early Voting election equipment, ballots and supplies at the Elections Office and for any Branch polling locations. Election Day voting equipment, ballots and supplies shall be picked up by the Election Day Judge and delivered back to the Elections Office at the close of Election Day voting.

e. Preparation of all election orders, resolutions, notices and other pertinent documents for adoption or execution by the appropriate office of body.

f. Posting or publications of elections notices.

g. The printing costs of any and all related materials for all ballots, Election Day and Early Voting, and all election materials for election kits involved with said elections as well as vendor programming. The vendor price list for ballots follows this schedule: 1 to 5 races costs \$1500.00; 6-10 costs \$2530.00; 11-20 costs \$3300.00; 21-40 costs \$4180 and 41 to 75 races costs \$5260.

Additionally: if there is a cancellation or postponement of an election for whatever reason, there is a cancellation fee to the vender. The cancellation fee to the vender is based on: if the ballots are at the proofing stage, then only one half the cost is billed, but if ballots are passed the proofing and audio ballots or more have been completed, then the entire cost is billed to the jurisdiction holding the election, i.e. city, school.

h. In the event of equipment failure, THE SCHOOL will share in the expense for the necessary personnel for the purpose of hand counting all ballots cast in said election.

i. Pay an administrative fee not to exceed ten percent (10%) of the total amount of the contract to the Harrison County Elections Office; said payment to be deposited to the Election Contracts Fund of Harrison County.

j. Take all action necessary under law for calling the election, canvassing the returns and declaring the results.

k. Deliver to the Harrison County Elections Office as soon as possible, but not later than the 45th day before the election, the candidates that are to be printed on the ballot with the exact form, wording, spelling and Spanish translation that is to be used on the official ballot.

l. Provide the services necessary to translate any election documents into Spanish.

m. Pay the cost of conducting said elections within thirty (30) days from the date of billing; the cost will be determined by the actual cost schedule submitted with billing.

III. GENERAL CONDITIONS

a. A total of TWO Early Voting location, for the purpose of Early Voting by personal appearance on the SCHOOL ballot initiatives, will be used for this/these elections;

Main Elections Office, 415 E Burleson, Marshall TX 75671

Harleton Community Center, Harleton TX

October 13-16; 19-22; & 26-29 from 8:00AM to 5:00 PM and

October 23rd and 30th from 7:00AM to 7:00PM.

b. A total of FOUR Election Day voting location, for the purpose of Election Day voting by personal appearance on the SCHOOL ballot initiatives, will be open on Tuesday, November 3,

2020:

HARLETON COMMUNITY CENTER; SMYRNA METHODIST CHURCH;
ATHEY BAPTIST CHURCH; MORTON BAPTIST CHURCH
[RESPECTIVE PRECINCTS ARE 15, 16, 24, 23] 7:00AM-7:00PM

c. THE School agrees to save and hold harmless the Harrison County Elections Administrator and the Harrison County Elections Office from any and all claims made arising out of the failure or omission of the School to perform their obligations under this contract.

d. The Harrison County Elections Administrator and the Harrison County Elections Office agrees to save and hold harmless the School from any and all claims made arising out of the failure or omission of the Harrison County Elections Administrator or the Harrison County Elections Office to perform their obligations under this contract.

e. Should a lawsuit be filed as a result of this election, THE SCHOOL agrees to provide (including the authority to select) and pay the legal fees and any associated costs of a defense

by competent legal counsel and representation for the Harrison County Elections Administrator and Harrison County Elections Office personnel. Nothing in this agreement shall be construed as a waiver of any immunity or defense to which the SCHOOL is entitled under statutory, constitutional or common law.

f. In the event of a recount, THE SCHOOL agrees to pay any expenses incurred by the Harrison County Elections Office not covered by the charges assessed to that person requesting the recount. This would include, but not be limited to, the overtime of any Harrison County Elections Office personnel required to work beyond regular office hours in order to conduct said recount of this election.

g. Force Majeure Clause: Unless otherwise agreed in the contract between the parties, where a party fails to perform one or more of its contractual duties, the consequences set out in this clause will follow if and to the extent that the party establishes that (a) its failure to perform was caused by an impediment beyond its reasonable control and (b) that it could not reasonably have avoided or overcome the effects of the impediment.

This provision shall become effective only if the party failing to perform notifies the other party within a reasonable time of the extent and nature of the Force Majeure event, limits delay in performance to that required by the event and takes all reasonable steps to minimize damages and resume performance.

One or more of the following impediments would invoke this clause: war, armed conflicts or the serious threat thereof, hostilities, invasion, act of a foreign enemy, extensive military mobilization, civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience, act of terrorism, sabotage or piracy;

Plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine, social distancing, isolation or other order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization;

Act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, earthquake, landslide, flood, damage or destruction by lightning, drought;

Explosion, fire destruction of machines, equipment and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject party ("force majeure event").

IV. THE CONTRACTING OFFICE shall keep the original, signed contract onsite at the Elections Office and will file copies of this contract with the Harrison County Treasurer and the Harrison County Auditor. THE SCHOOL shall maintain a copy of the contract as its central office.

V. DAMAGE TO HARRISON COUNTY ELECTIONS OFFICE VOTING EQUIPMENT

THE SCHOOL recognizes and acknowledges responsibility for any actual expenses for repairs and or replacement for any damage or loss of equipment that occurs while the Harrison County Elections Office voting equipment is onsite for this/these elections and not covered under the Hart InterCivic warranty.

VI. THE SCHOOL acknowledges that the following local political subdivisions located wholly or partly within Harrison County, will be holding an election at the same time as the SCHOOL on the 3rd of November, 2020 unless one or more of such local political subdivisions cancels its election in accordance with Section 2.053 of the Texas Election Code: Waskom Independent School District, City of Marshall, Hallsville ISO, City of Uncertain, City of Waskom, City of Hallsville, Karnack ISO.

VII. THE SCHOOL does hereby agree to hold a Joint Election under Section 271.002 of the Texas Election Code with the other local political subdivision(s) listed above that is (are) also holding an election on the 3rd of November 2020 in all or part of the same territory and to execute with such other local political subdivision(s) a Joint Election Agreement.

In the event of such a Joint election, the SCHOOL does hereby agree to share in the expenses common to all contracting parties.

It is also agreed upon that the SCHOOL gives its consent to use the same Early Voting location and the services of the Election Clerks assigned.

It is agreed upon that the SCHOOL gives its consent to use the same Election Day polling location and services of the Election Clerks assigned.

The CONTRACTING Officer agrees to charge only once for the use of voting equipment at a shared polling location and will divide the charges equally among the local political subdivisions using the same polling locations.

VIII. If the SCHOOL cancels its election pursuant to Section 2.053 of the Texas Election Code, the SCHOOL shall not be responsible for any expenses involved with or incurred by the other local political subdivisions involved in the Joint Election Agreement.

Should any of the other cities or schools cancel their election, The SCHOOL acknowledges that it will be totally responsible for any and all expenses involved with the holding of the school election.

IX. THIS CONTRACT is made and performed in Harrison County Texas.

Signed and executed this 7TH day of August, 2020

Superintendent

School Board President

Elections Administrator, Donald Robinette

Seal of the Harrison County Elections Office

TO THE HARLETON ISD:

ESTIMATED COST OF ELECTION SERVICES CONTRACT

DESCRIPTION	SOLE	JOINT
Hart Ballot Production Services	\$1500.00	\$1500.00
Shipping MBB's, Ballots	100.00	33.00
Configuration/Testing	400.00	133.00
Pollbook config. Program, Test	300.00	100.00
Ballot by mail, estimated 50 @ \$2.00 each	100.00	50.00
MNM publish of Logic Accuracy Test	120.00	40.00
Election kit supplies, EV	54.00	18.00
Election kit supplies, ED	54.00	18.00
Rental poll books	300.00	100.00
Rental voting machine sets EV	600.00	200.00
Rental voting machine sets ED	800.00	268.00
MIFI connections	162.00	54.00
Transportation of voting equipment	100.00	34.00
EARLY Voting clerks: 6 @140hr\$9.00	7560.00	3780.00
Election DAY Judge Fee	100.00	34.00
Election Day 4 Judge and 12 clerks, 14 hrs	2016.00	1008.00
8 member EVBB,CCSB, 8 hrs ea. Ea. Meet	576.00	192.00
LPBB 4 Member 4 hr ea	144.00	48.00
Judge fee x 3	75.00	37.50
Overtime Technical	300.00	150.00
Support SUBTOTAL	300.00	150.00
ADMINISTRATIVE FEE 10%	\$15,661.00	\$7947.50
ESTIMATED TOTALS	1566.10	794.75
	\$17,227.10	\$8742.25

Harrison County Elections Office

To HARLETON ISD-Election Contract-Scope of Work-Uniform Election

Voting Entities: HARLETON ISD, simultaneous election, some shared costs

Registered Voters: 2,040

Projected Voter Turnout/number of ballots: 1,000

Absentee Ballot Estimate: 50

Qualifying Voters: Knowlnk apple 3 E tablets with polling application

Voting systems: Hart eScan with paper ballots; HartJBC with eSiate DAU/DRE electronic ballots

Poll worker training: Yes in person at elections office.

Election Day: Tuesday, November 3rd, 2020

Early Voting Timeframe: 14 days: October 13-16; 19-22 & 26-29 from 8 to 5 and

Fridays October 23rd and 30\ from 7:00AM to 7:00PM.

Number of Early voting locations: Two: MAIN OFFICE, HARLETON COMMUNITY

Equipment to be used: 2 eScan, 2 JBC and 2 eSiates; 6 e Poll Books with MIFI

Poll workers: 6

Number of Election DAY voting locations: SMYRNA METHODIST, ATHEY BAPTIST, MORTON BAPTIST; HARLETON COMMUNITY CENTER [representing precincts 16, 24, 23, 15 respectively]

Equipment to be used: 4 eScan, 4 JBC and 4 eSiates; 9 e poll books with MIFI

Poll workers: 16; 4 lead Judges and 12 clerks

Equipment Delivery and Pickup by Election Judge and clerks.

Payments should be made payable to "Harrison County" within 30 days of receipt of invoice.

For any questions please contact the Harrison County Election Office at 903-935-4822.

Thank You for the opportunity to administer your election!

Harleton ISD Teacher Appraisal Calendar

2020 – 2021

August 4-7, 2020	T-TESS Orientation Completed
September 1, 2020	First day for formal observations Note: Observation pre-conferences with appraiser are to be held prior to the scheduled observation.
September 18, 2020	Deadline for Teacher Submittal of Goal Setting and Professional Development Plan Part 1 and Goal Setting Conference (For teachers new to Harleton ISD or T-TESS)
March 12, 2021	Last day for formal observations. End-of-Year conferences may begin.
April 29, 2021	Last day for End-of-Year Conference to be held with teachers and for Summative Appraisal Report to be shared with teachers

Note: Teachers are to submit Part II of the Goal Setting and Professional Development Plan no later than 10 days prior to the end of year conference. Appraisers are to provide the written summative report within 10 working days of the End-of-Year Conference.

By commissioner rule, the appraisal period for each teacher must include all of the days of a teacher's contract.

Additional Guidelines/Timelines:

1. A minimum of one (1) formal scheduled observation with at least two working days prior notice will be provided. A pre-observation conference will be conducted prior to the observation. First year teachers and teachers new to the district will receive two observations, one announced and one unannounced. Returning teachers will be evaluated once each year.

2. Appraisers shall not conduct formal observations on:

- the day before and/or the day after a school holiday,
- days scheduled for end-of-semester or end-of-year examinations, or
- days scheduled for state-mandated assessments or other standardized tests.

3. Post observation conferences will ideally be held within 2-3 days of an observation but are required by law to be provided within 10 working days of the observation. Observation written reports are to be released to teachers at the conclusion of the observation conference.

4. Any requests for second appraisals must be presented within 10 working days from receiving the written observation summary or summative annual appraisal report.

5. Any written response or rebuttal must be submitted within 10 working days from receiving the written observation summary, summative annual appraisal report, or any other written documentation associated with the teacher's appraisal.