

Agenda of Regular Meeting

The Board of Trustees Lone Oak Independent School District

A Regular Meeting of the Board of Trustees of Lone Oak Independent School District will be held March 21, 2022, beginning at 6:00 PM in the Lone Oak ISD Administration Building 8162 Highway 69 South Lone Oak, TX 75453.

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

1. Establish a quorum and call meeting to order
2. Opening Prayer & Pledges
3. Forum for community input
4. Consent Agenda
 1. Monthly Check Register 3
 2. Finance/Investment Report 15
 3. Budget Amendments/Reallocation 16
 4. Minutes from previous meeting 18
5. Administrative Team Reports
6. Review and possibly approve the 2022-23 School Calendar recommended 29
by the District Improvement Committee
7. 2022-23 Proposed Budget Plan
8. Discuss and possibly approve the following positions for the upcoming 2022-23 school year based on district needs due to increased enrollment and compliance requirements:
(All positions may be assigned a dual contract if teaching & coaching align)
 1. Director of Curriculum and Instruction
 2. High school math position (currently half-time)
 3. Dual assistant band director and teacher
 4. Elementary teaching position
 5. In School Suspension Teacher (currently para position)
 6. Dual credit teacher (currently taught off campus)
9. Review and possibly approve LOCAL policy changes 30
10. Discuss and possibly approve the amended Interlocal Participation 262
Agreement of the TASB Risk Management Fund.
11. Executive Session
 1. 551.074 Discuss personnel or to hear complaints against personnel

12. Review and possibly approve the teacher contract recommendations for the 2022-23 school year
13. Action on Items discussed in Executive Session
14. Adjournment

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E or Texas Government Code section 418.183(f). Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting. [*See* BEC(LEGAL)]

The notice for this meeting was posted in compliance with the Texas Open Meeting Act on:

For the Board of Trustees

Check Nbr	Check Date	Vend Nbr	Payee	Organization	PO Nbr Fnd-Fnc-Obj.	Invoice Nbr So-Org-Prog	Typ Cd	Reason	Amount	EFT
055978	02-07-2022	00005	ATMOS ENERGY	UNDIST. ORGAN.UN	190255		C	GAS SERVICES	3,116.61	N
					199-51-6259.74-999-299000					
056056	02-23-2022	00005	ATMOS ENERGY	UNDIST. ORGAN.UN	190490		C	GAS SERVICES	4,133.09	N
					199-51-6259.74-999-299000					
								Vendor 00005 Total:	7,249.70	
055995	02-07-2022	00011	INTOUCH BY CUMBYT	UNDIST. ORGAN.UN	190353		C	PHONE SERVICES	2,818.90	N
					199-51-6259.72-999-299000					
055983	02-07-2022	00012	CITY OF LONE OAK	UNDIST. ORGAN.UN	190303		C	FEB. SRO OFFICER SERVI	62.50	N
					199-34-6249.00-999-299000					
				UNDIST. ORGAN.UN	190303		C	FEB. SRO OFFICER SERVI	4,173.11	N
					199-52-6219.00-999-299000					
								Check 055983 Total:	4,235.61	
055984	02-07-2022	00012	CITY OF LONE OAK	UNDIST. ORGAN.UN	190306		C	WATER SERVICES	2,057.49	N
					199-51-6259.71-999-299000					
055985	02-07-2022	00012	CITY OF LONE OAK	HIGH SCHOOL	190352	082527	C	RENTAL/HS TESTING	50.00	N
					289-11-6299.00-001-211000					
								Vendor 00012 Total:	6,343.10	
055987	02-07-2022	00021	DUKO OIL COMPANY	UNDIST. ORGAN.UN	190349	202533	C	FUEL/DIESEL INVOICE	3,245.25	N
					199-34-6311.00-999-299000					
056071	02-23-2022	00021	DUKO OIL COMPANY	UNDIST. ORGAN.UN	190422	D46257	C	DEF FUEL	281.00	N
					199-34-6311.00-999-299000					
				UNDIST. ORGAN.UN	190417	202592	C	FUEL/DIESEL INVOICE	3,509.08	N
					199-34-6311.00-999-299000					
								Check 056071 Total:	3,790.08	
								Vendor 00021 Total:	7,035.33	
056072	02-23-2022	00025	EDUCATION SERVICE	UNDIST. ORGAN.UN	190440	004708	C	FEB. FIBER NETWORK SE	1,000.00	N
					199-11-6299.20-999-299000					
056073	02-23-2022	00025	EDUCATION SERVICE	SUPERINTENDENT	190295	004665	C	HR RESOURCE CLASS	100.00	N
					199-41-6411.00-701-299000					
								Vendor 00025 Total:	1,100.00	
055992	02-07-2022	00040	GREENVILLE SUPPLY	UNDIST. ORGAN.UN	189786		C	FOUNTAIN BOTTLE FILLE	7,891.50	N
					199-51-6397.00-999-299000					
055996	02-07-2022	00063	J & R DISCOUNT AUTO	UNDIST. ORGAN.UN	190345	131575	C	LIGHT LAMP	20.16	N
					199-34-6319.00-999-299000					
				UNDIST. ORGAN.UN	190325	131350	C	POLY LINE/BUS 15-1	17.91	N
					199-34-6319.00-999-299000					
				UNDIST. ORGAN.UN	190346	131488	C	WINDOW REGULATOR/FA	116.32	N
					199-34-6319.00-999-299000					
								Check 055996 Total:	154.39	
056080	02-23-2022	00063	J & R DISCOUNT AUTO	UNDIST. ORGAN.UN	190410	131996	C	FITTINGS/GLOVES/PLIERS	64.20	N
					199-34-6319.00-999-299000					
								Vendor 00063 Total:	218.59	
056039	02-10-2022	00069	KIRBY RESTAURANT S	UNDIST. ORGAN.UN	210425	651318	C	DISHWASH MACHINE CHE	39.04	N
					240-35-6342.00-999-299000					
056013	02-07-2022	00103	SCHOOL SPECIALTY I	ELEMENTARY SCH	189731	208129396599	C	SUPPLIES FOR NEW TEAC	394.20	N
					199-11-6397.00-101-211000					
056105	02-23-2022	00123	TRI-COUNTRY PLUMBI	UNDIST. ORGAN.UN	190492	44939	C	INSTALL WATER BOTTLE	525.00	N
					199-51-6249.00-999-299000					

Check Nbr	Check Date	Vend Nbr	Payee	Organization	PO Nbr Fnd-Fnc-Obj.	Invoice Nbr So-Org-Prog	Typ Cd	Reason	Amount	EFT
056109	02-23-2022	00125	UNIVERSITY INTERSC	MIDDLE SCHOOL	189445	51737	C	UIL SUPPLIES	15.00	N
					199-36-6399.00-041-299000					
021522	02-15-2022	00141	CLAIMS ADMINISTRATI	UNDIST. ORGAN.UN	210427		D	WORKER COMP	1.00	N
					753-41-6499.00-999-299000					
				UNDIST. ORGAN.UN	210427		D	WORKER COMP	2.00	N
					753-41-6499.00-999-299000					
				UNDIST. ORGAN.UN	210427		D	WORKER COMP	3.00	N
					753-41-6499.00-999-299000					
				UNDIST. ORGAN.UN	210427		D	WORKER COMP	3.00	N
					753-41-6499.00-999-299000					
				UNDIST. ORGAN.UN	210427		D	WORKER COMP	7.00	N
					753-41-6499.00-999-299000					
				UNDIST. ORGAN.UN	210427		D	WORKER COMP	21.00	N
					753-41-6499.00-999-299000					
				UNDIST. ORGAN.UN	210427		D	WORKER COMP	25.00	N
					753-41-6499.00-999-299000					
				UNDIST. ORGAN.UN	210427		D	WORKER COMP	29.00	N
					753-41-6499.00-999-299000					
				UNDIST. ORGAN.UN	210427		D	WORKER COMP	35.00	N
					753-41-6499.00-999-299000					
				UNDIST. ORGAN.UN	210427		D	WORKER COMP	93.00	N
					753-41-6499.00-999-299000					
				UNDIST. ORGAN.UN	210427		D	WORKER COMP	177.00	N
					753-41-6499.00-999-299000					
				UNDIST. ORGAN.UN	210427		D	WORKER COMP	489.00	N
					753-41-6499.00-999-299000					
								Check 021522 Total:	885.00	
								Vendor 00141 Total:	885.00	
055974	02-07-2022	00144	ALERT SERVICES INC	HIGH SCHOOL	190244	5077207	C	ICE BAGS	81.50	N
					199-36-6399.00-001-291000					
056061	02-23-2022	00149	CHANEY PAPER	UNDIST. ORGAN.UN	190248	1923086	C	ATHLE/BUS/ADMIN SUPPL	2,353.00	N
					199-51-6319.00-999-299000					
				UNDIST. ORGAN.UN	190250	1923089	C	ELEM CUSTIODAL SUPPLI	4,474.11	N
					199-51-6319.00-999-299000					
				UNDIST. ORGAN.UN	190247	1923087	C	HS CUSTODIAL SUPPLIES	1,079.20	N
					199-51-6319.00-999-299000					
				UNDIST. ORGAN.UN	190249	1923092	C	MS CUSTIODAL SUPPLIES	4,145.92	N
					199-51-6319.00-999-299000					
								Check 056061 Total:	12,052.23	
								Vendor 00149 Total:	12,052.23	
056008	02-07-2022	00160	QUILL CORPORATION	HIGH SCHOOL	190212		C	OFFICE SUPPLIES	173.67	N
					199-11-6399.88-001-223000					
				SUPERINTENDENT	190211	22386777	C	INK CARTRIDGES	307.57	N
					199-41-6399.00-701-299000					
								Check 056008 Total:	481.24	
056097	02-23-2022	00160	QUILL CORPORATION	HIGH SCHOOL	190332	22799764	C	GENERAL MISC SUPPLIES	653.64	N
					199-11-6399.00-001-211000					
								Vendor 00160 Total:	1,134.88	
055993	02-07-2022	00197	GREENVILLE TROPHIE	HIGH SCHOOL	190290	000990	C	GOLF TROPHIES	77.50	N
					199-36-6499.11-001-291000					

Check Nbr	Check Date	Vend Nbr	Payee	Organization	PO Nbr Fnd-Fnc-Obj.	Invoice Nbr So-Org-Prog	Typ Cd	Reason	Amount	EFT
056051	02-17-2022	00213	CRO	HIGH SCHOOL	190415		C	NHS/INDUCTION DINNER	438.37	N
					865-00-2190.62-001-200000					
056064	02-23-2022	00216	COURTYARD BY MAR	HIGH SCHOOL	190378	HOTEL	C	BPA STATE CONFERENCE	1,968.03	N
					865-00-2190.54-001-200000					
056041	02-10-2022	00247	LANA'S HOUSE OF FL	MIDDLE SCHOOL	190384	MIDDLE	C	PO Created by Req: 810009	170.09	N
					865-00-2190.59-041-200000					
056024	02-07-2022	00262	WAL-MART INC.	HIGH SCHOOL	190164		C	STUDENT OUTING	333.10	N
					199-11-6399.00-001-223000					
				SUPERINTENDENT	190223		C	DISTRICT MEET/ICE CREA	132.17	N
					199-41-6499.00-701-299000					
				MIDDLE SCHOOL	190237		C	BASKETBALL CONCESSIO	164.00	N
					483-36-6399.00-041-299000					
				MIDDLE SCHOOL	190191		C	MS BB GAMES	159.40	N
					483-36-6399.00-041-299000					
				MIDDLE SCHOOL	190213		C	BETA CONVENTION SUPP	186.25	N
					865-00-2190.49-041-200000					
				MIDDLE SCHOOL	190142		C	PO Created by Req: 809895	102.21	N
					865-00-2190.59-041-200000					
								Check 056024 Total:	1,077.13	
								Vendor 00262 Total:	1,077.13	
056021	02-07-2022	00282	TRI-COUNTY COOPER	UNDIST. ORGAN.UN	190337		C	3RD QTR PYMT	31,977.09	N
					199-93-6492.00-999-223000					
056001	02-07-2022	00301	LOWE'S	UNDIST. ORGAN.UN	190199		C	PO Created by Req: 809950	108.24	N
					199-11-6397.20-999-211000					
				UNDIST. ORGAN.UN	190184		C	WIRING/TECH SUPPLIES	118.06	N
					199-11-6399.20-999-299000					
								Check 056001 Total:	226.30	
								Vendor 00301 Total:	226.30	
056110	02-23-2022	00342	WEBB HILL COUNTRY	HIGH SCHOOL	190489	GOLF FEES	C	GOLF MEET FEES	50.00	N
					199-36-6499.11-001-291000					
				HIGH SCHOOL	190489		C	GOLF MEET FEES	1,306.00	N
					865-00-2190.45-001-200000					
								Check 056110 Total:	1,356.00	
								Vendor 00342 Total:	1,356.00	
056006	02-07-2022	00347	POSITIVE PROMOTION	SUPERINTENDENT	190154	06877080	C	JOURNALS/TABLECLOTH	628.02	N
					199-41-6499.00-701-299000					
				SCHOOL BOARD	190154		C	JOURNALS/TABLECLOTH	97.79	N
					199-41-6499.00-702-299000					
								Check 056006 Total:	725.81	
								Vendor 00347 Total:	725.81	
056014	02-07-2022	00366	SEAN TREDWAY	HIGH SCHOOL	210423	HEIFER SHOW	C	G MECH	120.00	N
					199-36-6411.39-001-299000					
				HIGH SCHOOL	210423	HEIFER SHOW	C	MEALS/HEIFER SHOW	156.00	N
					199-36-6411.39-001-299000					
								Check 056014 Total:	276.00	
056045	02-10-2022	00366	SEAN TREDWAY	HIGH SCHOOL	190366	HOTELS	C	AG MECH/HOTELS	1,390.21	N
					199-36-6411.39-001-299000					
								Vendor 00366 Total:	1,666.21	

Check Nbr	Check Date	Vend Nbr	Payee	Organization	PO Nbr Fnd-Fnc-Obj.	Invoice Nbr So-Org-Prog	Typ Cd	Reason	Amount	EFT
056093	02-23-2022	00384	MIKE PARKER	UNDIST. ORGAN.UN	190445	SECURITY 199-52-6219.00-999-291000	C	BASKETBALL GAME SECU	1,250.00	N
055997	02-07-2022	00408	JESSICA PARKER	HIGH SCHOOL	190329	MEALS 199-36-6411.75-001-299000	C	MEALS @ CONVENTION	172.00	N
				HIGH SCHOOL	190329	MEALS 199-36-6411.75-001-299000	D	CANCELED	-172.00	N
Check 055997 Total:									.00	
Vendor 00408 Total:									.00	
056053	02-23-2022	00469	AIRGAS USA	HIGH SCHOOL	190435	9986095496 199-11-6399.39-001-222000	C	OXYGEN BOTTLE RENTAL	201.88	N
055986	02-07-2022	00478	COLEMAN DIESEL SER	UNDIST. ORGAN.UN	190314	114111 199-34-6249.00-999-299000	C	STATE INSPECTION	7.00	N
				UNDIST. ORGAN.UN	190292	114123 199-34-6249.00-999-299000	C	SECURE HYDRAULIC CYLI	182.85	N
Check 055986 Total:									189.85	
Vendor 00478 Total:									189.85	
055979	02-07-2022	00491	BEST WESTERN	HIGH SCHOOL	190289	 199-11-6411.00-001-222000	C	FCCLA REGIONAL CONF	281.34	N
				HIGH SCHOOL	190289	 199-11-6412.00-001-222000	C	FCCLA REGIONAL CONF	421.99	N
				HIGH SCHOOL	190289	 865-00-2190.46-001-200000	C	FCCLA REGIONAL CONF	421.99	N
Check 055979 Total:									1,125.32	
Vendor 00491 Total:									1,125.32	
055972	02-02-2022	00509	MEDIEVAL TIMES	ELEMENTARY SCH	190339	BAL. DUE 484-36-6399.00-101-299000	C	BALANCE DUE/4TH-5TH FI	5,326.90	N
056044	02-10-2022	00515	PEDDLER'S PIZZA	MIDDLE SCHOOL	190386	MS PIZZA 483-36-6399.00-041-299000	C	VALENTINE'S DANCE	221.00	N
056037	02-10-2022	00542	HOOTEN'S	HIGH SCHOOL	190363	091803/095654 199-11-6399.39-001-222000	C	HAND CLEANER/CABLES/	213.70	N
				UNDIST. ORGAN.UN	190322	105690 199-51-6249.00-999-299000	C	GLUE/SEALANT/PLASTIC	276.75	N
				UNDIST. ORGAN.UN	190364	097398 199-51-6319.00-999-299000	C	BOLTS/NUTS/SCREWS	52.50	N
				UNDIST. ORGAN.UN	190183	095050 199-51-6319.00-999-299000	C	PAINT	89.97	N
				UNDIST. ORGAN.UN	190107	090814 199-51-6319.00-999-299000	C	GLOVES/TEXTURE/BOAR	283.34	N
				UNDIST. ORGAN.UN	190176	092763 199-51-6319.00-999-299000	C	NUTS/BOLTS/PAINT/ROLL	296.91	N
				UNDIST. ORGAN.UN	190226	100243 199-51-6319.00-999-299000	C	PAINT	149.99	N
				HIGH SCHOOL	190310	094805 865-00-2190.42-001-200000	C	WIRE/BOLT/SHARNESS	309.54	N
Check 056037 Total:									1,672.70	
Vendor 00542 Total:									1,672.70	
055991	02-07-2022	00589	GREENVILLE ISD	ELEMENTARY SCH	190341	2021 FALL BILL 199-93-6492.00-101-223000	C	REGIONAL DAY PROGRA	8,431.25	N

Check Nbr	Check Date	Vend Nbr	Payee	Organization	PO Nbr Fnd-Fnc-Obj.	Invoice Nbr So-Org-Prog	Typ Cd	Reason	Amount	EFT
056007	02-07-2022	00637	PSAT/NMSQT	HIGH SCHOOL	190351	382285071A 289-11-6299.00-001-211000	C	PSAT TESTING	774.00	N
056038	02-10-2022	00657	J.W. PEPPER & SON, I	HIGH SCHOOL	190067	363865308/36402 199-11-6399.75-001-211000	C	MISC MUSIC	19.73	N
				MIDDLE SCHOOL	190067	363918009 199-11-6399.75-041-211000	C	MISC MUSIC	300.00	N
				HIGH SCHOOL	190067	363887862 865-00-2190.61-001-200000	C	MISC MUSIC	8.90	N
Check 056038 Total:									328.63	
Vendor 00657 Total:									328.63	
056101	02-23-2022	00664	SMARTOX	HIGH SCHOOL	190477	22116/22117 199-36-6299.00-001-291000	C	RANDOM STUDENT TESTI	608.00	N
056022	02-07-2022	00671	TRIPLE B AUTOMOTIV	UNDIST. ORGAN.UN	190324	137856 199-34-6319.00-999-299000	C	COUPLINGS	100.08	N
056106	02-23-2022	00671	TRIPLE B AUTOMOTIV	UNDIST. ORGAN.UN	190406	138714 199-34-6319.00-999-299000	C	COUPLINGS	14.31	N
Vendor 00671 Total:									114.39	
055989	02-07-2022	00672	FEC ELECTRIC	UNDIST. ORGAN.UN	190354	 199-51-6259.73-999-299000	C	ELECTRIC SERVICES	14,554.89	N
055982	02-07-2022	00676	CASH SPECIAL UTILIT	UNDIST. ORGAN.UN	190301	 199-51-6259.71-999-299000	C	WATER SERVICES	1,159.63	N
055990	02-07-2022	00690	FLINN SCIENTIFIC	MIDDLE SCHOOL	189769	2657960 199-11-6397.00-041-211000	C	7th grade science	59.00	N
				MIDDLE SCHOOL	189769	2657960 199-11-6399.00-041-211000	C	7th grade science	661.88	N
Check 055990 Total:									720.88	
056033	02-10-2022	00690	FLINN SCIENTIFIC	HIGH SCHOOL	190282	2672970 199-11-6399.00-001-222000	C	SCIENCE ITEMS	34.70	N
Vendor 00690 Total:									755.58	
055970	02-02-2022	00697	HONEY GROVE ISD	HIGH SCHOOL	190101	PL ENTRY 199-36-6499.05-001-291000	C	POWERLIFT MEET FEE	750.00	N
055971	02-02-2022	00697	HONEY GROVE ISD	HIGH SCHOOL	190328	MEALS 199-36-6412.00-001-291000	C	POWERLIFT MEET BOX M	174.00	N
Vendor 00697 Total:									924.00	
056030	02-10-2022	00703	COMMUNITY ISD	HIGH SCHOOL	190156	BASEBALL ENTRY 199-36-6499.07-001-291000	C	BASEBALL ENTRY FEE	350.00	N
056034	02-10-2022	00704	GRAND SALINE HIGH	HIGH SCHOOL	190387	TRACK/BOYS 199-36-6499.09-001-291000	C	TRACK ENTRY	275.00	N
				HIGH SCHOOL	190387	TRACK GIRLS 199-36-6499.10-001-291000	C	TRACK ENTRY	150.00	N
Check 056034 Total:									425.00	
Vendor 00704 Total:									425.00	
056011	02-07-2022	00738	ROBOTICS EDUCATIO	MIDDLE SCHOOL	190217	62021281 865-00-2190.64-041-200000	C	ROBOTICS COMPETITION	30.00	N
056032	02-10-2022	00746	DISCOUNT WHEEL AN	UNDIST. ORGAN.UN	190382	1-153666 199-34-6249.00-999-299000	C	OIL CHANGE/AG TRUCK	151.98	N

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056070	02-23-2022	00746	DISCOUNT WHEEL AN	UNDIST. ORGAN.UN	190424	1-153795 199-34-6249.00-999-299000	C	MINI VAN/OIL CHANGE	65.19	N
Vendor 00746 Total:									217.17	
056066	02-23-2022	00886	D & G QUALITY ROOFI	UNDIST. ORGAN.UN	190405	7423 199-51-6249.00-999-299000	C	REPAIR/SEALANT/GYM AR	6,875.00	N
055973	02-02-2022	00925	NATIONAL HONOR SO	HIGH SCHOOL	190330	7110121 865-00-2190.62-001-200000	C	NHS INDUCTION CARDS/P	132.60	N
056060	02-23-2022	00943	CHALK'S TRUCK PART	UNDIST. ORGAN.UN	190465	143728/1 199-34-6319.00-999-299000	C	CONTROL MODULE	339.03	N
				UNDIST. ORGAN.UN	190398	137442/1 199-34-6319.00-999-299000	C	BUS REPAIRS	286.05	N
Check 056060 Total:									625.08	
Vendor 00943 Total:									625.08	
055980	02-07-2022	00996	BLUE RIDGE ISD	HIGH SCHOOL	190319	SB FEES 199-36-6499.08-001-291000	C	SOFTBALL ENTRY FEES	250.00	N
056036	02-10-2022	01059	HEXCO	HIGH SCHOOL	189976	29404-1 199-36-6399.00-001-299000	C	UIL SUPPLIES	147.50	N
055994	02-07-2022	01064	IMAGE MAKER 4U	HIGH SCHOOL	190214	84933 199-36-6249.00-001-291000	C	FACILITIES UPGRADE	3,110.00	N
055969	02-02-2022	01100	COMMERCE ISD	HIGH SCHOOL	190100	PL ENTRY 199-36-6499.05-001-291000	C	POWERLIFT MEET FEE	750.00	N
056063	02-23-2022	01100	COMMERCE ISD	HIGH SCHOOL	190388	TRACK ENTRY 199-36-6499.09-001-291000	C	TRACK ENTRY	350.00	N
				HIGH SCHOOL	190388	BOYS/GIRLS 199-36-6499.10-001-291000	C	TRACK ENTRY	200.00	N
Check 056063 Total:									550.00	
Vendor 01100 Total:									1,300.00	
056020	02-07-2022	01101	THE UNIVERSITY OF T	HIGH SCHOOL	190299	0020/MS 199-36-6219.85-001-291000	C	HS CHEER JUDGES	450.00	N
				MIDDLE SCHOOL	190300	0020/HS 199-36-6219.85-041-291000	C	MS CHEER JUDGES	450.00	N
Check 056020 Total:									900.00	
Vendor 01101 Total:									900.00	
056062	02-23-2022	01121	CINDY SMITH	HIGH SCHOOL	190458	 199-11-6399.38-001-222000	C	CRAFT SUPPLIES	40.00	N
056077	02-23-2022	01134	GREENVILLE SOFTBAL	HIGH SCHOOL	210432	SB SCRIMMAGE 199-36-6499.08-001-291000	C	SOFTBALL SCRIMMAGE	100.00	N
056047	02-10-2022	01153	SULPHUR SPRINGS IS	HIGH SCHOOL	190409	TRACK ENTRY 199-36-6499.09-001-291000	C	TRACK ENTRY FEE	300.00	N
				HIGH SCHOOL	190409	TRACK ENTRY 199-36-6499.10-001-291000	C	TRACK ENTRY FEE	300.00	N
Check 056047 Total:									600.00	
Vendor 01153 Total:									600.00	
056016	02-07-2022	01202	SOUTHERN TIRE MAR	UNDIST. ORGAN.UN	190297	4170046179 199-34-6249.00-999-299000	C	BUS REPAIRS	2,784.65	N
056029	02-10-2022	01226	CAROL SCOTT	HIGH SCHOOL	190397	 865-00-2190.59-001-200000	C	SYMPATHY PLANT	19.99	N

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056050	02-10-2022	01251	CARD SERVICE CENT	HIGH SCHOOL	189875		C	UIL STATE HOTEL ROOMS	1,013.24	N
					199-11-6411.00-001-222000					
				HIGH SCHOOL	189635		C	WRISTBANDS FOR GRAD	86.88	N
					199-11-6499.41-001-211000					
				UNDIST. ORGAN.UN	190256		C	PO Created by Req: 810012	19.00	N
					199-34-6249.00-999-299000					
				HIGH SCHOOL	190203		C	FB COACH CLINIC HOTEL	536.41	N
					199-36-6411.00-001-291000					
				HIGH SCHOOL	190365		C	AG MECH SHOW/HOTELS	90.40	N
					199-36-6411.39-001-299000					
				HIGH SCHOOL	190362		C	HEIFER SHOW/HOTEL/FT	1,267.28	N
					199-36-6411.39-001-299000					
				HIGH SCHOOL	190365		C	AG MECH SHOW/HOTELS	2,315.20	N
					199-36-6412.00-001-291000					
				HIGH SCHOOL	189875		C	UIL STATE HOTEL ROOMS	400.00	N
					199-36-6412.00-001-299000					
				HIGH SCHOOL	190362		C	HEIFER SHOW/HOTEL/FT	1,849.98	N
					199-36-6412.39-001-299000					
				BUSINESS OFFICE	190315		C	1099-NEC FORMS	63.98	N
					199-41-6399.00-750-299000					
				SUPERINTENDENT	190313		C	ICE CREAM/STAFF MEET	13.25	N
					199-41-6499.00-701-299000					
				SUPERINTENDENT	190381		C	FINGER PRINT SERVICES	49.25	N
					199-41-6499.00-701-299000					
				ELEMENTARY SCH	190359		C	CONTAINER RENTAL	340.00	N
					199-51-6499.99-101-299000					
				UNDIST. ORGAN.UN	190356		C	SRO OFFICER PHONE SE	33.08	N
					199-52-6219.00-999-299000					
								Check 056050 Total:	8,077.95	
								Vendor 01251 Total:	8,077.95	
055950	02-02-2022	01350	RAINS ISD	HIGH SCHOOL	190180	BB ENTRY FEE	D	CANCELED GAME	-400.00	N
					199-36-6499.04-001-291000					
056040	02-10-2022	01368	LABATT FOOD SERVIC	UNDIST. ORGAN.UN	210424		C	HS FOOD	16,822.05	N
					240-35-6341.00-999-299000					
				UNDIST. ORGAN.UN	210424		C	ELEM FOOD	14,439.29	N
					240-35-6341.00-999-299000					
				UNDIST. ORGAN.UN	210424		C	MS FOOD	12,576.39	N
					240-35-6341.00-999-299000					
				UNDIST. ORGAN.UN	210424		C	ELEM NON FOOD	1,334.13	N
					240-35-6342.00-999-299000					
				UNDIST. ORGAN.UN	210424		C	HS NON FOOD	1,477.65	N
					240-35-6342.00-999-299000					
				UNDIST. ORGAN.UN	210424		C	MS NON FOOD	1,044.72	N
					240-35-6342.00-999-299000					
								Check 056040 Total:	47,694.23	
								Vendor 01368 Total:	47,694.23	
056055	02-23-2022	01542	ASW ENTERPRISES	HIGH SCHOOL	189881	7612	C	UIL MATERIAL	75.00	N
					199-36-6399.00-001-299000					
056074	02-23-2022	01798	ELIZABETH LUHN	UNDIST. ORGAN.UN	190494	PL MEALS	C	POWERLIFT REGIONAL M	375.00	N
					199-36-6412.00-999-291000					

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056057	02-23-2022	01968	ATWOODS	HIGH SCHOOL	190311		C	PAINT HARDENER	14.99	N
					199-11-6399.39-001-222000					
				HIGH SCHOOL	190433		C	TUBING/SHEETING/PINS/S	118.17	N
					199-11-6399.39-001-222000					
				UNDIST. ORGAN.UN	190231		C	BALL MOUNT REDUCER	9.99	N
					199-34-6319.00-999-299000					
								Check 056057 Total:	143.15	
								Vendor 01968 Total:	143.15	
056046	02-10-2022	02082	SHENANIGANZ	HIGH SCHOOL	190281	DEPOSIT	C	SENIOR TRIP DEPOSIT	1,520.03	N
					865-00-2190.52-001-200000					
056095	02-23-2022	02394	NORTH TEXAS TOLLW	HIGH SCHOOL	190420		C	TOLL FEES/ FRAZIER UIL	43.24	N
					199-11-6412.00-001-222000					
056018	02-07-2022	02400	TEXAS DEPARTMENT	UNDIST. ORGAN.UN	190298	RENEWAL	C	PEST CONTROL LICENSE	62.50	N
					199-51-6249.00-999-299000					
056004	02-07-2022	02604	O'REILLY AUTO PARTS	HIGH SCHOOL	190312	0364-278760	C	WIRE CONNECTORS	13.98	N
					199-11-6399.39-001-222000					
056099	02-23-2022	02668	WELLS FARGO VENDO	ELEMENTARY SCH	190453	105888760	C	FEB. COPIER MAINTEN	2,906.11	N
					199-23-6249.00-101-299090					
				HIGH SCHOOL	190453	105888760	C	FEB. COPIER MAINTEN	239.71	N
					199-23-6249.88-001-299090					
								Check 056099 Total:	3,145.82	
								Vendor 02668 Total:	3,145.82	
055976	02-07-2022	02679	AMAZON	UNDIST. ORGAN.UN	189998		C	SUPPLIES	1,606.99	N
					199-11-6219.20-999-211000					
				UNDIST. ORGAN.UN			M	RETURN	-799.99	N
					199-11-6219.20-999-211000					
				MIDDLE SCHOOL	190030		C	FABRIC DYE	22.41	N
					199-11-6399.00-041-211000					
				HIGH SCHOOL	190007		C	CLASSROOM BOOK	17.19	N
					199-11-6399.38-001-222000					
				UNDIST. ORGAN.UN	190066		C	BIGGEST LOSER CHALLE	127.66	N
					199-33-6399.00-999-299000					
				UNDIST. ORGAN.UN	190086		C	BUS BARN OFFICE	35.24	N
					199-34-6319.00-999-299000					
				UNDIST. ORGAN.UN	190034		C	SUPPLIES/CONSTRUCT G	306.92	N
					199-41-6499.99-999-299000					
				HIGH SCHOOL	190040		C	YEARBOOK SUPPLIES	114.34	N
					865-00-2190.44-001-200000					
				SUPERINTENDENT	190155		C	COFFEE KEURIG	99.99	N
					865-00-2190.59-701-200000					
								Check 055976 Total:	1,530.75	
								Vendor 02679 Total:	1,530.75	
056069	02-23-2022	02700	DIRECT ENERGY BUSI	UNDIST. ORGAN.UN	190448		C	ELECTRIC SERVICES/COL	372.82	N
					199-51-6259.73-999-299000					
056031	02-10-2022	02735	DEVELL REED	MIDDLE SCHOOL	189808	DJ	C	Valentine's dance 2/11/2022	250.00	N
					483-36-6399.00-041-299000					
056012	02-07-2022	02773	SCHOOL OUTFITTERS	UNDIST. ORGAN.UN	189348		C	CAFETERIA TABLES/CHAI	36,361.35	N
					240-35-6397.00-999-299000					

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055999	02-07-2022	02884	JOE STERNER	UNDIST. ORGAN.UN	190342	SEPT/OCT/DEC 199-51-6249.00-999-299000	C	SCHOOL K-9 PROGRAM	900.00	N
				UNDIST. ORGAN.UN	190343	JAN 27 199-51-6249.00-999-299000	C	SCHOOL K-9 PROGRAM	150.00	N
Check 055999 Total:									1,050.00	
Vendor 02884 Total:									1,050.00	
056019	02-07-2022	03155	TEXAS YARD PRO INC	UNDIST. ORGAN.UN	190348	8613 199-51-6249.00-999-299000	C	LAWN MAINTENANCE SERVICES	2,520.00	N
				UNDIST. ORGAN.UN	190323	8514 199-51-6249.00-999-299000	C	SPRINKLER REPAIRS/FIELD	425.93	N
Check 056019 Total:									2,945.93	
Vendor 03155 Total:									2,945.93	
056023	02-07-2022	04065	VAN ALSTYNE ISD	HIGH SCHOOL	190320	SB FEE 199-36-6499.08-001-291000	C	SOFTBALL ENTRY FEE	375.00	N
056049	02-10-2022	04065	VAN ALSTYNE ISD	HIGH SCHOOL	190157	BASEBALL ENTRY 199-36-6499.07-001-291000	C	BASEBALL ENTRY FEE	400.00	N
Vendor 04065 Total:									775.00	
056104	02-23-2022	05002	TEXAS HIGH SCHOOL	HIGH SCHOOL	190454	 199-36-6499.00-001-291000	C	SOFTBALL SCRIMMAGE/D	168.00	N
056000	02-07-2022	05007	LONE OAK ISD	HIGH SCHOOL	190338	 199-23-6499.00-001-299000	C	REIMBURSE PETTY CASH	32.62	N
				UNDIST. ORGAN.UN	190338	 199-51-6319.00-999-299000	C	REIMBURSE PETTY CASH	8.55	N
				HIGH SCHOOL	190338	 865-00-2190.44-001-200000	C	REIMBURSE PETTY CASH	29.91	N
				HIGH SCHOOL	190338	 865-00-2190.59-001-200000	C	REIMBURSE PETTY CASH	41.11	N
Check 056000 Total:									112.19	
Vendor 05007 Total:									112.19	
056108	02-23-2022	05096	UIL MUSIC REGION 3	HIGH SCHOOL	190438	entry fee 865-00-2190.61-001-200000	C	SOLO ENSEMBLE ENTRY	351.00	N
056107	02-23-2022	05111	TRIPLE E ELECTRIC	UNDIST. ORGAN.UN	190491	5211 699-81-6639.00-999-299000	C	FB FIELD/DISCONNECT P	930.00	N
056094	02-23-2022	05229	NATIONAL FFA	HIGH SCHOOL	190461	MDS256030 865-00-2190.42-001-200000	C	TABLECOVER	54.00	N
056025	02-10-2022	05274	ANNA ISD	HIGH SCHOOL	190158	BASEBALL ENTRY 199-36-6499.07-001-291000	C	BASBALL ENTRY FEE	400.00	N
056067	02-23-2022	13627	DEBBIE COX	HIGH SCHOOL	210433	COX/WILLIAMS 199-11-6411.00-001-222000	C	FCCLA/REGIONAL MEALS/	144.00	N
056042	02-10-2022	13630	OAK FARMS DAIRY DA	UNDIST. ORGAN.UN	210426	 240-35-6341.00-999-299000	C	FOOD INVOICE	7,691.54	N
056052	02-17-2022	13640	NATIONAL BENEFITS A ELEMENTARY SCH		190450	 199-11-6119.00-101-211000	C	PYMT TO CORRECT ERRO	828.00	N
056075	02-23-2022	13653	GENTRY FINANCIAL G	SUPERINTENDENT	190452	FEB. 199-41-6499.00-701-299000	C	FEB. LIFE INS. INVOICE	117.65	N
056035	02-10-2022	13701	GUARDIAN SECURITY	UNDIST. ORGAN.UN	190380	18877 199-51-6249.00-999-299000	C	REPLACE CAMERA ON	682.20	N
				UNDIST. ORGAN.UN	190368	18868 199-51-6249.00-999-299000	C	INSTALL/ACCESS CONTR	9,998.26	N
Check 056035 Total:									10,680.46	

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Vendor 13701 Total:								10,680.46		
056079	02-23-2022	13735	HUNT REGIONAL MEDI HIGH SCHOOL		190403	1824K9148	C	ATHLETIC/TRAINER SERVI	142.00	N
					199-36-6219.00-001-291080					
				HIGH SCHOOL	190404	1825K9148	C	ATHELTIC TRAINER SERVI	649.60	N
					199-36-6219.00-001-291080					
Check 056079 Total:								791.60		
Vendor 13735 Total:								791.60		
056102	02-23-2022	13775	TARPLEYPREP	HIGH SCHOOL	190466	1106	C	ACT STRATEGY COURSE	2,750.00	N
					289-11-6299.00-001-211000					
056088	02-23-2022	13794	LAKESIDE/HUNT COU SUPERINTENDENT		190087	4496	C	RENTAL/TABLES CHAIRS/	870.00	N
					199-41-6499.00-701-299000					
056092	02-23-2022	13800	MATTHEW'S AC & HEA	UNDIST. ORGAN.UN	190408	2175	C	INSTALL/HEAT KITS/ T-ST	2,085.00	N
					199-51-6249.00-999-299000					
056015	02-07-2022	13860	SIMPLIFIED SCHOOL S	HUNT COUNTY COO	190302	1060	C	JAN./COOP SERVICES	9,913.60	N
					459-41-6219.00-751-299000					
056103	02-23-2022	13867	TEACHERS PAY TEAC	HIGH SCHOOL	190456	184890991	C	TEACHING SUPPLIES	112.99	N
					199-11-6399.00-001-222000					
055968	02-02-2022	13883	BUSINESS PROFESSI	HIGH SCHOOL	190193	REGISTRATION	C	BPA CONFERENCE REG.	200.00	N
					865-00-2190.54-001-200000					
056027	02-10-2022	13883	BUSINESS PROFESSI	HIGH SCHOOL	190372	REGISTRATION	C	BPA STATE CON REGISTR	70.00	N
					199-11-6411.00-001-222000					
				HIGH SCHOOL	190372	REGISTRATION	C	BPA STATE CON REGISTR	560.00	N
					865-00-2190.54-001-200000					
Check 056027 Total:								630.00		
Vendor 13883 Total:								830.00		
056002	02-07-2022	13917	M-PRESSED DESIGNS	HIGH SCHOOL	190293	1490	C	REPLACE SB JERSEYS	175.00	N
					199-36-6399.08-001-291000					
056090	02-23-2022	13917	M-PRESSED DESIGNS	HIGH SCHOOL	190340	1491	C	BOYS OFF SEASON SHIRT	679.00	N
					199-36-6399.00-001-291000					
Vendor 13917 Total:								854.00		
056100	02-23-2022	13931	RONALD GREEN	HIGH SCHOOL	210431	COMO	C	SOFTBALL OFFICIAL/COM	75.00	N
					199-36-6219.00-001-291000					
056112	02-23-2022	13953	ALYSSA BLANTON	UNDIST. ORGAN.UN	190497	JAN/FEB/ PAY	C	JAN./FEB. CUSTODIAL/PA	1,212.75	N
					199-51-6249.00-999-299000					
056026	02-10-2022	13959	BOYS & GIRLS CLUB N	SUPERINTENDENT	190370	SPRING 2022	C	SPRING 2022 PROGRAM A	17,500.00	N
					199-41-6299.00-701-299000					
055998	02-07-2022	13982	JESUS A DE LEON	UNDIST. ORGAN.UN	190308	2210	C	PAINT CAFE/METAL DOOR	2,200.00	N
					199-51-6249.00-999-299000					
				UNDIST. ORGAN.UN	190309	2211	C	PAINT/COLLEGE GYM	2,300.00	N
					199-51-6249.00-999-299000					
Check 055998 Total:								4,500.00		
Vendor 13982 Total:								4,500.00		
056059	02-23-2022	13983	BRANNAN'S AUTOMOT	UNDIST. ORGAN.UN	190399	0165	C	SRO OFFICER CAR REPAI	780.00	N
					199-34-6249.00-999-299000					
				UNDIST. ORGAN.UN	190412	0168	C	AG TRUCK/FUEL FILTER S	293.45	N
					199-34-6249.00-999-299000					
Check 056059 Total:								1,073.45		
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056005	02-07-2022	13997	PAYTON HOLLAND	HIGH SCHOOL	210418	AG MECH 199-36-6411.39-001-299000	C	MEALS/FT WORTH AG ME	120.00	N
				HIGH SCHOOL	210417	HEIFER SHOW 199-36-6411.39-001-299000	C	MEALS/FT WORTH SHOW	156.00	N
Check 056005 Total:									276.00	
Vendor 13997 Total:									276.00	
055981	02-07-2022	14009	BRADLEY WILLIAMS	HIGH SCHOOL	210422	RAINS 199-36-6219.00-001-291000	C	B OFFICIAL RAINS	190.00	N
056010	02-07-2022	14014	RICHARD BROWN	HIGH SCHOOL	210419	PRAIRILAND 199-36-6219.00-001-291000	C	BB OFFICIAL/PRAIRILAND	150.00	N
055975	02-07-2022	14027	AMANDA MEDINA	HIGH SCHOOL	210421	RAINS 199-36-6219.00-001-291000	C	BB OFFICIAL RAINS	190.00	N
056082	02-23-2022	14054	JAMES E BROCK, JR.	UNDIST. ORGAN.UN	190446	SECURITY 199-52-6219.00-999-291000	C	BASKETBALL GAME SECU	125.00	N
056096	02-23-2022	14055	POWELL LAW GROUP, SUPERINTENDENT		190423	6231 199-41-6211.00-701-299000	C	GENERAL INVOICE	798.00	N
055967	02-02-2022	14066	ALL STAR EXTERIORS	UNDIST. ORGAN.UN	190291		C	LOCKER ROOM CLEAN	1,200.00	N
056054	02-23-2022	14066	ALL STAR EXTERIORS	UNDIST. ORGAN.UN	190401	COLLEGE ST 199-51-6249.00-999-299000	C	COLLEGE/WALL/DOOR RE	2,500.00	N
				UNDIST. ORGAN.UN	190462	STANDS/BOX 699-81-6639.00-999-299000	C	PRESS BOX/BLEACHERS	37,500.00	N
Check 056054 Total:									40,000.00	
Vendor 14066 Total:									41,200.00	
056098	02-23-2022	14085	RICE ATHLETICS	HIGH SCHOOL	190472	POWERLIFT 199-36-6499.05-001-291000	C	REGIONAL POWERLIFT M	175.00	N
056028	02-10-2022	14088	CARDINAL'S SPORTS	HIGH SCHOOL	190219	O792520 199-36-6399.02-001-291000	C	COACH SUPPLIES	208.80	N
				HIGH SCHOOL	190219	O792520 199-36-6399.06-001-291000	C	COACH SUPPLIES	500.00	N
Check 056028 Total:									708.80	
Vendor 14088 Total:									708.80	
055977	02-07-2022	14149	APEX FLOORING SER	UNDIST. ORGAN.UN	190321	AFS 1134 199-51-6249.00-999-299000	C	VENT COVE BASE/GYM	715.00	N
056068	02-23-2022	14156	DEREK PATTERSON	UNDIST. ORGAN.UN	190488	JAN.FEB 199-51-6249.00-999-299000	C	JAN./FEB. HS HELPER PR	247.51	N
056087	02-23-2022	14200	LACIE STEWART	UNDIST. ORGAN.UN	190468	JAN/FEB 240-35-6249.00-999-299000	C	JAN/FEB.PAY /CAFE PROG	261.94	N
056009	02-07-2022	14203	RESCUE ESSENTIALS	UNDIST. ORGAN.UN	189754	595582 199-33-6399.00-999-299000	C	ICE IFAK PACKS	1,270.57	N
056085	02-23-2022	14205	JOSEPH ROBINSON	UNDIST. ORGAN.UN	190471	JAN/FEB 199-51-6249.00-999-299000	C	JAN./FEB. MAINTENANCE PAY	1,225.00	N
056043	02-10-2022	14218	ONWARD LEARNING	ELEMENTARY SCH	190371	OL1738 199-11-6219.00-101-223000	C	SHARE SERVICES	307.47	N
056003	02-07-2022	14222	NORTHWEST FITNESS	HIGH SCHOOL	190098	1577 481-36-6399.00-001-291000	C	TRAINING BANDS	605.00	N

Check Nbr	Check Date	Vend Nbr	Payee	Organization	PO Nbr Fnd-Fnc-Obj.	Invoice Nbr So-Org-Prog	Typ Cd	Reason	Amount	EFT
056081	02-23-2022	14224	JACOB COLUNGA	UNDIST. ORGAN.UN	190470	JAN/FEB 199-51-6249.00-999-299000	C	JAN.FEB. HS HELPER PRO	132.00	N
056048	02-10-2022	14227	THEATREFOLK, LTD	HIGH SCHOOL	190283	1266801 199-11-6399.00-001-211000	C	THEATER CURRICULUM/R	19.21	N
				HIGH SCHOOL	190283	1266801 199-11-6399.00-001-224000	C	THEATER CURRICULUM/R	165.79	N
Check 056048 Total:									185.00	
Vendor 14227 Total:									185.00	
056017	02-07-2022	14230	TAYLOR & FRANCIS G	ELEMENTARY SCH	190277	TM-027523-F 199-31-6339.00-101-299000	C	TESTING	289.23	N
055988	02-07-2022	14233	ELIJAH BROWN	HIGH SCHOOL	210420	PRAIRILAND 199-36-6219.00-001-291000	C	BB OFFICIAL/PRAIRILAND	150.00	N
056065	02-23-2022	14236	CTL TREATS	HIGH SCHOOL	190463	POPCORN 865-00-2190.54-001-200000	C	POPCORN	812.50	N
056086	02-23-2022	14237	KATY GIFFORD	ELEMENTARY SCH	190413	GRANT AWARD 279-13-6499.00-101-299000	C	REIMBURSE/TCLAS/ESSE	12,000.00	N
056058	02-23-2022	14238	BODIE PATTERSON	HIGH SCHOOL	210430	COMO 199-36-6219.00-001-291000	C	SOFTBALL OFFICIAL/COM	75.00	N
056078	02-23-2022	14239	HERBERT WASHINGT	HIGH SCHOOL	210428	COMMERCE 199-36-6219.00-001-291000	C	BASKETBALL OFFICIAL/C	190.00	N
056111	02-23-2022	14240	WILLIE MIMS	HIGH SCHOOL	210429	COMMERCE 199-36-6219.00-001-291000	C	BASKETBALL OFFICIAL/C	190.00	N
056089	02-23-2022	14241	LISA ZDUNEK	UNDIST. ORGAN.UN	190483	JAN. PAYROLL 240-35-6249.00-999-299000	C	JAN./ FOOD SERVICE WO	65.25	N
056084	02-23-2022	14242	JORDA KOCH	UNDIST. ORGAN.UN	190484	JAN/FB PAYROLL 240-35-6249.00-999-299000	C	JAN./FEB. FOOD SERVICE	468.00	N
056091	02-23-2022	14243	MARSUE WALKER	UNDIST. ORGAN.UN	190485	JAN/FEB 240-35-6249.00-999-299000	C	JAN./FEB. FOOD SERVICE	276.75	N
056083	02-23-2022	14244	JESSICA VELARDE	UNDIST. ORGAN.UN	190486	JAN/FEB 240-35-6249.00-999-299000	C	JAN./FEB. FOOD SERVICE	661.50	N
056076	02-23-2022	14245	GLORIA KASS	UNDIST. ORGAN.UN	190482	FEB.PAYROLL 240-35-6249.00-999-299000	C	FEB. FOOD SERVICE WOR	72.00	N
Grand Total:									375,106.01	

End of Report

**LONE OAK INDEPENDENT SCHOOL DISTRICT
SUMMARY OF BANK ACCOUNT BALANCES
FOR THE MONTH END FEBRUARY 2022**

	OPENING BALANCES	RECEIPTS	DISBURSEMENTS	ENDING BALANCES
<u>CHECKING ACCOUNTS</u>				
General Operating	\$ 2,399,382	1,404,596	1,008,394	2,795,584
Debt Service	1,482,278	831,039	105,956	2,207,361
TOTAL CHECKING ACCOUNTS	\$ 3,881,660	2,235,635	1,114,350	5,002,945
<u>TIME DEPOSITS</u>				
Texpool (General Operating)	\$ 75,981	0	0	75,981
Texpool (I & S)	4,723	0	0	4,723
American Nat'l Bank CD'S	2,296,858			2,296,858
Inwood Nat'l Bank CD	212,957	91		213,048
Inwood Nat'l Bank CD (I&S)	42,579			42,579
CAPITAL PROJECTS - BOND	0	35,500,015	0	35,500,015
TOTAL TIME DEPOSITS	\$ 2,633,098	35,500,106	0	38,133,204
TOTAL ALL FUNDS	\$ 6,514,758	37,735,741	1,114,350	43,136,149
(Deduct) Interaccount Transfers	0	0	0	0
TOTAL FOR PERIOD	\$ 6,514,758	37,735,741	1,114,350	43,136,149

Fund Balance as of June 30, 2021: \$4,455,783

**ATTN: ALL CD INTEREST ABOVE IS ACCRUED INTEREST
RECEIVABLE, AND WILL BE ACCURATELY RECONCILED
TO THE DISTRICT'S GENERAL LEDGER AT YEAR END.**

**LONE OAK ISD
2021 - 2022 BUDGET**

GENERAL OPERATING FUND
FUND 199 - General Operating

REVENUES:		(BEFORE)	(AFTER)				
OBJECT	DESCRIPTION	ESTIMATED REVENUES	ESTIMATED REVENUES				
5700	Local / Intermediate Revenue	\$ 3,448,903	\$ 3,448,903	\$ -	\$ -	\$ -	\$ -
5800	State Program Revenue	7,236,612	7,236,612				
5900	Federal Program Revenue	135,100	135,100				
TOTAL		\$ 10,820,615	\$ 10,820,615	\$ -	\$ -	\$ -	\$ -

APPROPRIATIONS:		(BEFORE)	(AFTER)	#1 RE-ALLOCATE	DIFFERENCE			
FUNCTION	DESCRIPTION	AMEND / REALLO	AMEND / REALLO					
11	Instruction	\$ 6,303,447	\$ 6,003,447	(300,000.00)				
12	Instructional Resources & Media	144,947	144,947					
13	Instructional Staff Development	8,750	8,750					
21	Instructional Administration	38,000	38,000					
23	School Leadership	720,834	720,834					
31	Guidance and Counseling	307,365	307,365					
33	Health Services	106,605	106,605					
34	Student Transportation	343,583	343,583					
35	Food Service	165,000	165,000					
36	Cocurricular / Extracurricular	487,369	487,369					
41	General Admistration	655,897	655,897					
51	Facilities Maintenance & Operations	1,000,000	1,300,000	300,000.00				
52	Security & Monitoring Services	57,000	57,000					
53	Data Processing	115,211	115,211					
71	Debt Services	146,607	146,607					
93	Shared Service Arrangement	150,000	150,000					
99	Other Intergovernmental Charges	70,000	70,000					
TOTAL		\$ 10,820,615	\$ 10,820,615	0.00	0.00	0.00	0.00	0.00

FOOD SERVICE FUND

FUND 240 - Food Service Fund

REVENUES:		(BEFORE)	(AFTER)	DIFFERENCE					
OBJECT	DESCRIPTION	ESTIMATED REVENUES	ESTIMATED REVENUES						
5700	Local / Intermediate Revenue	\$ 210,000	\$ 210,000						
5800	State Program Revenue	3,000	\$ 3,000						
5900	Federal Program Revenue	367,000	\$ 367,000						
TOTAL		\$ 580,000	\$ 580,000	0.00	0.00	0.00	0.00	0.00	0.00

APPROPRIATIONS:		(BEFORE)	(AFTER)	DIFFERENCE					
FUNCTION	DESCRIPTION	AMEND / REALLO	AMEND / REALLO						
35	Food Service	\$ 580,000	\$ 580,000						
TOTAL		\$ 580,000	\$ 580,000	0.00	0.00	0.00	0.00	0.00	0.00

DEBT SERVICE FUND

FUND 599 - Debt Service Fund

REVENUES:		(BEFORE)	(AFTER)	DIFFERENCE					
OBJECT	DESCRIPTION	ESTIMATED REVENUES	ESTIMATED REVENUES						
5700	Local / Intermediate Revenue	\$ 1,050,000	\$ 1,050,000						
5800	State Program Revenue	50,000	50,000						
5900	Federal Program Revenue	-	-						
TOTAL		\$ 1,100,000	\$ 1,100,000	0.00	0.00	0.00	0.00	0.00	0.00

APPROPRIATIONS:		(BEFORE)	(AFTER)	DIFFERENCE					
FUNCTION	DESCRIPTION	AMEND / REALLO	AMEND / REALLO						
71	Debt Service	\$ 1,100,000	\$ 1,100,000						
TOTAL		\$ 1,100,000	\$ 1,100,000	0.00	0.00	0.00	0.00	0.00	0.00

Special Meeting

Tuesday, March 8, 2022 5:30 PM

Lone Oak ISD Administration Building, 8162 Highway 69 South, Lone Oak, TX
75453

Orville Gentry: Present
Nikki Haynes: Present
Donald Isenberg: Present
Jeremy McClanahan: Present
Chris Moore: Present
Clint Patterson: Present
Justin Ramm: Present

1. Establish a quorum and call meeting to order

Discussion: This meeting was called to order at 5:30 PM

2. Opening Prayer & Pledges

Discussion: No students were present to give the opening prayer.

3. Forum for community input

Discussion: No input was given.

4. Deliberation and possible action(s) related to Guaranteed Maximum Price for Phase 1: Buffalo Football Stadium Renovations and New Softball and Baseball Complex of the Lone Oak ISD 2021 Bond Program (District-Wide Additions and Renovations) Project

Action(s):

I move that we accept the Guaranteed Maximum Price presented by Pogue for Phase 1, approve the presented GMP Amendment, and authorize the Board President to execute the GMP Amendment on the District's behalf. This motion, made by Jeremy McClanahan and seconded by Clint Patterson, Passed.

Voting Detail:

Orville Gentry: Yea
Nikki Haynes: Yea
Donald Isenberg: Yea

Jeremy McClanahan: Yea
Chris Moore: Yea
Clint Patterson: Yea

Justin Ramm: Yea

Voting Summary: Yea: 7, Nay: 0

5. Approve renewal and amended District of Innovation plan as recommended by the district improvement team.

Action(s):

I motion to approve the District of Innovation plan as presented. This motion, made by Donald

Isenberg and seconded by Nikki Haynes, Passed.

Voting Detail:

Orville Gentry: Yea

Nikki Haynes: Yea

Donald Isenberg: Yea

Jeremy
McClanahan: Yea

Chris Moore: Yea

Clint Patterson: Yea

Justin Ramm: Yea

Voting Summary: Yea: 7, Nay: 0

6. **Executive Session**

Discussion: No executive session was necessary.

7. **Consultation with school attorney - Tex. Govt.**

Code s. 551.071

8. **Adjournment**

Discussion: This meeting was adjourned at 5:43 PM

Board Secretary

Special Meeting

Sunday, February 27, 2022 2:00 PM

Lone Oak ISD Administration Building, 8162 Highway 69 South, Lone Oak, TX
75453

Orville Gentry:	Present
Nikki Haynes:	Present
Donald Isenberg:	Present
Jeremy McClanahan:	Present
Chris Moore:	Absent
Clint Patterson:	Present
Justin Ramm:	Present

1. Establish a quorum and call meeting to order

Discussion: This meeting was called to order at 2:00 PM

2. Opening Prayer & Pledges

3. Forum for community input

Discussion: No community input was given.

4. Deliberation and possible action on the contract with the Construction Manager for the LOISD 2021 Bond Program (District-Wide Additions and Renovations).

Action(s):

I make a motion that we approve the resolution approving the CMAR contract as presented. This motion, made by Jeremy McClanahan and seconded by Donald Isenberg, Passed.

Voting Detail:

Orville Gentry: Yea

Nikki Haynes: Yea

Donald Isenberg: Yea

Jeremy

McClanahan: Yea

Chris Moore: Absent

Clint Patterson: Yea

Justin Ramm: Yea

Voting Summary: Yea: 6, Nay: 0, Absent: 1

5. Discuss and possibly approve budget amendment for track addition

Discussion: No action taken at this time.

6. Discuss and possibly approve the addition of two lanes to the track

Discussion: No action taken at this time.

7. Executive Session

Discussion: The board did not go into executive session.

7.1. 551.075 Conference with employees of the district to receive information or ask questions

8. **Take action on items discussed in the executive session**

Discussion: No action taken at this time.

9. **Adjournment**

Discussion: This meeting adjourned at 3:19 PM

Board Secretary

Regular Meeting

Monday, February 21, 2022 6:00 PM

Lone Oak ISD Administration Building, 8162 Highway 69 South, Lone Oak, TX
75453

Orville Gentry: Present
Nikki Haynes: Present
Donald Isenberg: Present
Jeremy McClanahan: Present
Chris Moore: Present
Clint Patterson: Present
Justin Ramm: Present

1. Establish a quorum and call meeting to order

Discussion: This meeting was called to order at
6:01pm

2. Opening Student Prayer & Pledges

Discussion: The student prayer was led by Katelyn
Walsh.

3. Forum for community input

Discussion: Middle School students who
participated in UIL competition were recognized:
Kaylee Trumble, Josh Bracket, Addison Martin,
Katelyn Walsh.

4. Consent Agenda

Action(s):

Motion to approve the consent agenda as
presented. This motion, made by Jeremy McClanahan
and seconded by Orville Gentry, Passed.

Voting Detail:

Orville Gentry: Yea
Nikki Haynes: Yea
Donald Isenberg: Yea

Jeremy
McClanahan: Yea
Chris Moore: Yea
Clint Patterson: Yea

Justin Ramm: Yea

Voting Summary: Yea: 7, Nay: 0

4.1. Monthly Check Register

4.2. Finance/Investment Report

4.3. Budget Amendments/Reallocation

4.4. Minutes from previous meeting

5. Administrative Team Reports

Discussion: Mr. Whitehead was present in place of
Mr. Compton and had no updates for the high
school.

Ms. Ragsdale was present in place of Dr. Wilhite and had no updates for the middle school.

Mrs. Luhn - Elementary school recently had their bookfair. The 3rd grade is planning their fairytale ball that is coming up. The living museum that the 5th grade put on was a huge success.

Mr. Smith - The College Street building continues to be updated: Two keyless entries have been added, and the bathroom renovation is almost complete. Several students have transitioned to the high school and the middle school. New students will be starting this week.

Coach Turner - Basketball season has wrapped up and spring sports are beginning. The boys basketball team finished with a 15-16 record which is the most wins since 2014. 8th grade boys B team went 11-0. Girls varsity finished with an 18-6 record, finishing 3rd in the district. Powerlifting finished 1st at their recent meet with 5 boys and 5 girls qualifying for regionals.

Mr. Shepherd - The football stadium project is underway. The visitor bleachers have been removed. The old air conditioning unit has been removed at the barn. We are working on a page for the website to house construction bid information to make it more accessible. Roof repairs have been completed at elementary and College Street.

Executive session has been moved up to number 6 and the board will now recess into executive session at 6:29pm.

6. Notification of a proposed renewal and amended District of Innovation plan as recommended by the district improvement team.

Action(s):

Motion to approve the notice of the amended District of Innovation Plan as presented. This motion, made by Donald Isenberg and seconded by Nikki Haynes, Passed.

Voting Detail:

Orville Gentry: Yea
Nikki Haynes: Yea
Donald Isenberg: Yea

Jeremy McClanahan: Yea
Chris Moore: Yea

Clint Patterson: Yea

Justin Ramm: Yea

Voting Summary: Yea: 7, Nay: 0

Discussion: The Board came back from the executive session at 8:19pm. This item was moved to take place after number 7 and number 10.

7. Approve Athletic Uniform rotation schedule and budget

Action(s):

Motion to approve the Lone Oak Proposed Uniform Schedule as presented for \$25,000 per year for a total of 30 sports to be effected. This motion, made by Donald Isenberg and seconded by Clint Patterson, Passed.

Voting Detail:

Orville Gentry: Yea

Nikki Haynes: Yea

Donald Isenberg: Yea

Jeremy McClanahan: Yea

Chris Moore: Yea

Clint Patterson: Yea

Justin Ramm: Yea

Voting Summary: Yea: 7, Nay: 0

Discussion: Coach Turner presented a schedule for coaches to purchase new uniforms in order to plan ahead and save the district funds in the long run.

8. Public hearing to discuss 2020-2021 Texas Academic Performance Report

Discussion: The Board entered into public hearing at 9:36pm for a TAPR report presented by Jeff Hicks. The public hearing was closed at 9:48pm.

9. Request creating a new position to serve a dual position as an assistant band director and teacher for both middle school and high school campuses

Discussion: This item has been tabled.

10. Approve the Design Development phase as presented by Claycomb Associates, Architects and allow the architects to move into the Construction Documents phase

Action(s):

Motion to approve the design development phase as presented by Claycomb. This motion, made by Clint Patterson and seconded by Donald Isenberg, Passed.

Voting Detail:

Orville Gentry: Yea

Nikki Haynes: Yea

Donald Isenberg: Yea

Jeremy
McClanahan: Yea
Chris Moore: Yea
Clint Patterson: Yea

Justin Ramm: Yea

Voting Summary: Yea: 7, Nay: 0

Discussion: This item was moved up to number 7. George DeJohn from Claycomb Associates presented updated design documents.

11. Possibly consider and approve facility improvements

Discussion: Wayne Shepherd presented recommended Ag barn renovations. No action at this time.

11.1.

Ag Barn Renovation
Track Expansion

12. Executive Session

Discussion: This item was moved up to take place after Administrative Team Reports.

12.1. 551.071 Private consultation with the board's attorney

12.2. 551.072 Discussing purchase, exchange, lease, or value of real property

12.3. 551.074 Discuss personnel or to hear complaints against personnel

12.3.1. Consider Administrator Contracts

- 12.3.1.a. A. Elementary Principal, Beth Luhn
B. Elementary Assist. Principal, Lisa Brannon
C. Middle School Principal, Dr. Shannon Wilhite
D. Middle School Dean of Students, Tammy Ragsdale
E. High School Principal, Nathan Compton
F. High School Assistant Principal, Robert Whitehead
G. College Street Campus Director, Jared Smith
H. Director of Academics & Accountability, Jeff Hicks
I. Athletic Director, Logan Turner

13. Action on items discussed in executive session

Action(s):

Motion to renew and extend the contract for Elementary Principal Beth Luhn. This motion, made by Chris Moore and seconded by Jeremy McClanahan, Passed.

Voting Detail:

Orville Gentry: Yea
Nikki Haynes: Yea
Donald Isenberg: Yea

Jeremy
McClanahan: Yea
Chris Moore: Yea
Clint Patterson: Yea

Justin Ramm: Yea

Voting Summary: Yea: 7, Nay: 0

Motion to extend the contract for Elementary Assistant Principal, Lisa Brannon. This motion, made by Jeremy McClanahan and seconded by Donald Isenberg, Passed.

Voting Detail:

Orville Gentry: Yea
Nikki Haynes: Yea
Donald Isenberg: Yea

Jeremy
McClanahan: Yea
Chris Moore: Yea
Clint Patterson: Yea

Justin Ramm: Yea

Voting Summary: Yea: 7, Nay: 0

Motion to renew and extend Middle School Principal, Dr. Shannon Wilhite. This motion, made by Donald Isenberg and seconded by Orville Gentry, Passed.

Voting Detail:

Orville Gentry: Yea
Nikki Haynes: Yea
Donald Isenberg: Yea

Jeremy
McClanahan: Yea
Chris Moore: Yea
Clint Patterson: Yea

Justin Ramm: Yea

Voting Summary: Yea: 7, Nay: 0

Motion to renew and extend Middle School Dean of Students, Tammy Ragsdale. This motion, made by Chris Moore and seconded by Nikki Haynes, Passed.

Voting Detail:

Orville Gentry: Yea
Nikki Haynes: Yea
Donald Isenberg: Yea

Jeremy
McClanahan: Yea
Chris Moore: Yea
Clint Patterson: Yea

Justin Ramm: Yea

Voting Summary: Yea: 7, Nay: 0

Motion to renew and extend Elementary Asst. Principal Lisa Brannan. This motion, made by Jeremy McClanahan and seconded by Donald Isenberg, Passed.

Voting Detail:

Orville Gentry: Yea
Nikki Haynes: Yea
Donald Isenberg: Yea

Jeremy
McClanahan: Yea
Chris Moore: Yea
Clint Patterson: Yea

Justin Ramm: Yea

Voting Summary: Yea: 7, Nay: 0

Motion to renew and extend High School Principal, Nathan Compton. This motion, made by Jeremy McClanahan and seconded by Nikki Haynes, Passed.

Voting Detail:

Orville Gentry: Yea
Nikki Haynes: Yea
Donald Isenberg: Yea

Jeremy
McClanahan: Yea
Chris Moore: Yea
Clint Patterson: Yea

Justin Ramm: Yea

Voting Summary: Yea: 7, Nay: 0

Motion to renew and extend High School Assistant Principal, Robert Whitehead. This motion, made by Nikki Haynes and seconded by Chris Moore, Passed.

Voting Detail:

Orville Gentry: Yea
Nikki Haynes: Yea
Donald Isenberg: Yea

Jeremy
McClanahan: Yea
Chris Moore: Yea
Clint Patterson: Yea

Justin Ramm: Yea

Voting Summary: Yea: 7, Nay: 0

Motion to renew and extend College Street Campus Director, Jared Smith. This motion, made by Clint Patterson and seconded by Jeremy McClanahan, Passed.

Voting Detail:

Orville Gentry: Yea
Nikki Haynes: Yea

Donald Isenberg: Yea

Jeremy
McClanahan: Yea

Chris Moore: Yea

Clint Patterson: Yea

Justin Ramm: Yea

Voting Summary: Yea: 7, Nay: 0

Motion to renew and extend Director of Academics & Accountability, Jeff Hicks. This motion, made by Donald Isenberg and seconded by Clint Patterson, Passed.

Voting Detail:

Orville Gentry: Yea

Nikki Haynes: Yea

Donald Isenberg: Yea

Jeremy
McClanahan: Yea

Chris Moore: Yea

Clint Patterson: Yea

Justin Ramm: Yea

Voting Summary: Yea: 7, Nay: 0

Motion to renew and extend Athletic Director, Logan Turner. This motion, made by Nikki Haynes and seconded by Jeremy McClanahan, Passed.

Voting Detail:

Orville Gentry: Yea

Nikki Haynes: Yea

Donald Isenberg: Yea

Jeremy
McClanahan: Yea

Chris Moore: Yea

Clint Patterson: Yea

Justin Ramm: Yea

Voting Summary: Yea: 7, Nay: 0

14. Adjournment

Discussion: This meeting adjourned at 9:58pm.

Board Secretary

2022-2023 LOISD School Calendar - D

2022						
July 2022						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						
August 2022						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
September 2022						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	
October 2022						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					
November 2022						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			
December 2022						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

KEY DATES		
July 28	New Teacher Orientation	
Aug 1-5	Staff Development/Workday	
August 8	First day of School	
September 5	Labor Day	
September 9	Staff Development/Workday	
October 14	Staff Development/Workday	
November 11	Staff Development/Workday	
November 21-25	Thanksgiving Break	
December 9	Staff Development/Workday	
December 15	End of 1st Semester/Early Release	
Dec. 16 - Jan. 1	Winter Break	
January 2	Staff Development/Workday	
January 3	Begin Second Semester	
January 16	MLK Holiday	
February 10	Staff Development/Workday	
March 9	Early Release	
March 14-18	Spring Break	
March 24	Staff Development/Workday	
April 7	Bad Weather Day	
May 5	Bad Weather Day	
May 12	Staff Development/Workday	
May 25	Last Day of School/Early Release	
May 26	Staff Development/Workday	
May 27	Graduation	
May 29	Memorial Day	
Test Dates/Windows		
December 6-15	EOC Retest Window	
February 20 - March 31	K-12 TELPAS Window	
March 27 - April 28	STAAR ALT 2 Window	
April 4-7	STAAR/EOC Testing	
May 2-6, 9-13	EOC Testing	
May 5-20	STAAR Testing	
June 20-30	EOC Retest Window	
Grading Periods		
1st Semester		
Aug.8 - Oct. 6	35 days	1st Nine Weeks
Oct. 10 - Dec. 15	36 days	2nd Nine Weeks
	71 days	
2nd Semester		
Jan.3 - March 9	38 days	3rd Nine Weeks
March 20 - May 25	40 days	4th Nine Weeks
	78 days	
	29	
149 Days		

2023						
January 2023						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
February 2023						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				
March 2023						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
April 2023						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						
May 2023						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
June 2023						
Su	Mo	Tu	We	Th	Fr	Sa
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11	12	13	14	15	16	17
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25	26	27	28	29	30	

PROPOSED REVISIONS

Note: This local policy has been revised in accordance with the District's [innovation plan](#).¹

**Selecting a
Depository**

The Superintendent or designee shall have the authority to determine the method of selecting a depository in accordance with BDAE(LEGAL).

In accordance with the District's innovation plan, the District shall be exempt from the requirement to review depository banking services every six years. The District shall solicit bids for depository banking services when operational or financial conditions merit reconsideration of existing depository banking services.

Allowable Collateral

Eligible securities for collateralization of deposits are those defined as "eligible securities" by the Public Funds Collateral Act.

**Monitoring
Collateral Adequacy**

The District shall require monthly reports with market values of pledged securities from all financial institutions with which the District has collateralized deposits. The investment officers shall monitor adequacy of collateralization levels to verify market values and total collateral positions.

**Release of Pledged
Securities**

The investment officer or designee shall approve in writing the release or substitution of any securities pledged to the District that are being held by any organization.

¹ Innovation Plan: <https://www.loisd.net>

PROPOSED POLICY

Note: This local policy has been revised in accordance with the District's [innovation plan](#).¹

District-Level Committee

In accordance with the District's innovation plan, the District is exempt from the state law that generally requires school districts to establish a district-level planning and decision-making process. The Board or its designee shall create an alternative procedure, including a committee or committees, as appropriate, to establish and review the District's educational goals, objectives, and major District-wide classroom instructional programs identified by the Board or its designee, including amendment, rescission, or renewal of the District's local innovation plan. [See AF]

¹ Innovation Plan: <https://www.loisd.net>

PROPOSED POLICY

Note: This local policy has been revised in accordance with the District's [innovation plan](#).¹

Campus-Level Committee

In accordance with the District's innovation plan, the District is exempt from the state law that generally requires school districts to establish a campus-level planning and decision-making process. The District shall establish an alternative planning and decision-making process for campus-level programs, including a committee or committees.

¹ Innovation Plan: <https://www.loisd.net>

PROPOSED REVISIONS

Note: This local policy has been revised in accordance with the District's [innovation plan](#).¹

- Updating Credentials** All employees who have earned certificates, endorsements, or degrees of higher rank since the previous school year shall file with the District:0)
1. An official college transcript showing the highest degree earned and date conferred.
 2. Proof of the certificate or endorsement.
- Contract Personnel** The Superintendent or designee shall ensure that contract personnel possess valid credentials before issuing contracts.
- State Teacher Certification** In accordance with the District's innovation plan, the District is exempt from the state law that generally requires school districts to hire teachers who are certified by the State Board for Educator Certification. State certification shall not be required for teachers of **secondary** general education, **career and technology (CTE), and dual credit** courses, **particularly hard to fill positions in languages other than English, mathematics, and science**. In addition, the Superintendent shall have the authority to permit a certified teacher to teach ~~up to one~~ **courses in a** subject outside his or her certified field(s). All other teaching assignments shall require certification in accordance with state law. [See DK]
- Social Security Number** The District shall not use an employee's social security number as an employee identifier, except for tax purposes [see DC]. In accordance with law, the District shall keep an employee's social security number confidential.

¹ Innovation Plan: https://www.loisd.net/http://loisd.ss11.sharpschool.com/UserFiles/Servers/Server_276878/File/Dist.%20of%20Innovation%20Plan-Adopted.pdf

PROPOSED REVISIONS

Note: This local policy has been revised in accordance with the District's [innovation plan](#).ⁱ

	<p>The Superintendent shall recommend an annual compensation plan for all District employees. The compensation plan may include wage and salary structures, stipends, benefits, and incentives. [See also DEAA] The recommended plan shall support District goals for hiring and retaining highly qualified employees. The Board shall review and approve the compensation plan to be used by the District. The Board shall also determine the total compensation package for the Superintendent. [See BJ series]</p>
Pay Administration	<p>The Superintendent shall implement the compensation plan and establish procedures for plan administration consistent with the budget. The Superintendent or designee shall classify each job title within the compensation plan based on the qualifications, duties, and market value of the position.</p>
Annualized Salary	<p>The District shall pay all salaried employees over 12 months in equal monthly or bimonthly installments, regardless of the number of months employed during the school year. Salaried employees hired during the school year shall be paid in accordance with administrative regulations.</p>
Retire / Rehire Minimum Salary	<p>In accordance with the District's innovation plan, the District is exempt from state law requiring the District to pay a rehired retired teacher the minimum salary pay of an educator.</p>
Pay Increases	<p>The Superintendent shall recommend to the Board an amount for employee pay increases as part of the annual budget. The Superintendent or designee shall determine pay adjustments for individual employees, within the approved budget following established procedures.</p>
<i>Mid-Year Pay Increases</i>	<p>A contract employee's pay may be increased after performance on the contract has begun only if authorized by the compensation plan of the District or there is a change in the employee's job assignment or duties during the term of the contract that warrants additional compensation. Any such changes in pay that do not conform with the compensation plan shall require Board approval. [See DEA(LEGAL) for provisions on pay increases and public hearing requirements]</p>
Contract Employees	
Noncontract Employees	<p>The Superintendent may grant a pay increase to a noncontract employee after duties have begun because of a change in the employee's job assignment or to address pay equity. The</p>

Superintendent shall report any such pay increases to the Board at the next regular meeting.

Pay During Closing

If the Board chooses to pay employees during an emergency closure for which the workdays are not scheduled to be made up at a later date, then that authorization shall be by resolution or other Board action and shall reflect the purpose served by the expenditure. [See EB for the authority to close schools]

ⁱ Innovation Plan: <https://www.loisd.net>

PROPOSED REVISIONS

Note: This local policy has been revised in accordance with the District's [innovation plan](#).¹

Superintendent's Authority

All personnel are employed subject to assignment and reassignment by the Superintendent or designee when the Superintendent determines that the assignment or reassignment is in the best interest of the District. Reassignment shall be defined as a transfer to another position, department, or facility that does not necessitate a change in the employment contract of a contract employee. Any change in an employee's contract shall be in accordance with policy DC.

Any employee may request reassignment within the District to another position for which he or she is qualified.

Campus Assignments

The principal's criteria for approval of campus assignments and reassignments shall be consistent with District policy regarding equal opportunity employment, and with staffing patterns approved in the District and campus plans. [See BQ series] In exercising their authority to approve assignments and reassignments, principals shall work cooperatively with the central office staff to ensure the efficient operation of the District as a whole.

In accordance with the District's local innovation plan exemption regarding SBEC certification [see DBA], the Superintendent shall have the authority to approve a request by the principal for a qualified individual with experience in a field to teach a **secondary general education, career and technology (CTE), or dual credit courses, particularly hard to fill positions in languages other than English, mathematics, and science** ~~course~~. In addition, the Superintendent shall have the authority to approve the principal's request to assign a certified teacher to teach courses in ~~one~~ subject areas outside of his or her certified field(s). All other teaching assignments shall require certification in accordance with state law. [See DBA]

Supplemental Duties

Noncontractual supplemental duties for which supplemental pay is received may be discontinued by either party at any time. An employee who wishes to relinquish a paid supplemental duty may do so by notifying the Superintendent or designee in writing. Paid supplemental duties are not part of the District's contractual obligation to the employee, and an employee shall hold no expectation of continuing assignment to any paid supplemental duty.

Work Calendars and Schedules

ASSIGNMENT AND SCHEDULES

DK
(LOCAL)

Subject to the Board-adopted budget and compensation plan and in harmony with employment contracts, the Superintendent shall determine required work calendars for all employees. [See DC, EB]

Daily time schedules for all employees shall be determined by the Superintendent or designee and principals.

¹ Innovation Plan: <https://www.loisd.net>
http://loisd.ss11.sharpschool.com/UserFiles/Servers/Server_276878/File/Dist.%20of%20Innovation%20Plan-Adopted.pdf

PROPOSED POLICY

Note: This local policy has been revised in accordance with the District's [innovation plan](#).¹

Staff Development

In accordance with the District's innovation plan, the District is exempt from state law regarding staff development. The Superintendent shall develop guidelines for staff development that is responsive to local needs.

¹ Innovation Plan: <https://www.loisd.net>

PROPOSED REVISIONS

Note: This local policy has been revised in accordance with the District's [innovation plan](#).ⁱ

T-TESS

The District shall appraise teachers using the Texas Teacher Evaluation and Support System (T-TESS) in accordance with law and administrative regulations.

In accordance with the District's innovation plan, the District is exempt from the provisions in state law requiring the use of state-mandated assessment scores as one of the evaluation measures for teachers.

The Board shall approve a list of certified appraisers who can appraise a teacher in place of the teacher's supervisor.

Annual Appraisal

District teachers shall be appraised annually.

Exception

Teachers who are eligible for less frequent evaluations in accordance with law [see DNA(LEGAL)] and the local criteria established in this policy shall be appraised in accordance with the provisions below.

Less-Than-Annual

Eligibility

In addition to meeting the eligibility requirements in state rules, to be eligible for less-than-annual evaluations under the T-TESS, a teacher shall:0)

1. Be employed on an educator term contract;
2. Hold SBEC certification;
- ~~2.3.~~ **Be assigned in his or her certification area;**and
- ~~3.4.~~ Have been employed by the District for at least three years.

Frequency

Eligible teachers shall be appraised every two to five years.

During any school year when a complete appraisal is not scheduled for an eligible teacher, either the teacher or the principal may require that an appraisal be conducted by providing written notice to the other party.

A teacher's supervisor shall have the authority to return a teacher to the traditional appraisal cycle as a result of performance deficiencies documented in accordance with state rule.

Annual Review Process

In the years in which a T-TESS appraisal is not scheduled for an eligible teacher, the teacher shall participate in an annual review process that includes the elements listed in state rule.

The annual review process shall produce a written document to be presented to the teacher, signed by the teacher and supervisor, and maintained in the personnel file.

ⁱ Innovation Plan: <https://www.loisd.net>

PROPOSED REVISIONS

Note: This local policy has been revised in accordance with the District's [innovation plan](#).ⁱ

Loss of Class Time

The District shall not remove a student from a regularly scheduled class for tutoring or test preparation for more than ten percent of the school days on which the class is offered without a parent's written consent.

Interruptions

In accordance with the District's innovation plan, the District shall be exempt from the state law limiting interruptions for nonacademic activities, such as announcements, to once during a school day.

The District shall make reasonable announcements as necessary during class time for nonroutine activities and events.

~~The District shall limit nonacademic activities that interrupt and distract from the academic process and shall enforce the following restrictions:0)~~

~~Announcements, other than emergency announcements, shall be made over the public address system only once during the school day.~~

~~Selling or solicitation shall not be permitted during class time. [For fundraising activities, see FJ]~~

ⁱ Innovation Plan: <https://www.loisd.net>

PROPOSED REVISIONS

Note: This local policy has been revised in accordance with the District's [innovation plan](#).¹

Authority

The Superintendent is authorized to accept or reject any transfer requests, provided that such action is without regard to race, religion, color, sex, disability, national origin, or ancestral language.

A resident student who becomes a nonresident during the course of the school year shall be permitted to continue in attendance for the remainder of the ~~school year~~ **semester**.

Transfer Requests

A nonresident student wishing to transfer into the District shall file an application for transfer each school year with the Superintendent or designee. Transfers shall be granted for one regular school year at a time.

Factors

In approving transfers, the Superintendent or designee shall consider availability of space and instructional staff and the student's disciplinary history and attendance records.

Transfer Agreements

A transfer student shall be notified in the written transfer agreement that he or she must follow all rules and regulations of the District.

In accordance with the District's innovation plan, the District is exempt from state law requiring transfers to be for a one-year period. Therefore, violation of the terms of the agreement may result in revocation of the agreement during the school year or may result in a transfer request not being approved the following year.

~~Violation of the terms of the agreement may result in a transfer request not being approved the following year.~~

Tuition

If the District charges tuition, the amount shall be set by the Board within statutory limits.

~~Children of nonresident District employees shall be eligible to attend District schools tuition-free.~~

~~Any other nonresident student may enroll in the District tuition-free after August 1 if his or her intended domicile is being built inside the District as evidenced by a completed foundation and frame on or before August 1 of the current year.~~

Waivers

The Board may waive tuition for a student based on financial hardship upon written application by the student, parent, or guardian.
[See FP]

Nonpayment

The District may initiate withdrawal of students whose tuition payments are delinquent.

Appeals

Any appeals shall be made in accordance with FNG(LOCAL) and GF(LOCAL), as appropriate.

¹ Innovation Plan: <https://www.loisd.net/>

PROPOSED REVISIONS

Note: This local policy has been revised in accordance with the District's [innovation plan](#).¹

In accordance with the District's innovation plan, the District shall be exempt from the state law regarding minimum attendance for credit or a final grade for a student in kindergarten through grade 12.

In accordance with administrative procedures, factors including assignments, tests, projects, classroom activities, and other instructional activities shall be used to determine student mastery and the awarding of credit or a final grade. [See EIA]

~~This policy shall apply to a student who has not been in attendance for 90 percent of the days the class is offered.~~

Absences Considered

~~Except as otherwise provided by law, all absences incurred while enrolled in the District shall be considered in determining whether a student has attended the required percentage of days under this policy.~~

Attendance Committees

~~The Board shall establish an attendance committee or as many committees as necessary for efficient implementation of Education Code 25.092.~~

~~The Superintendent shall make the specific appointments in accordance with legal requirements.~~

Parental Notice of Excessive Absences

~~A student and the student's parent or guardian shall be given written notice prior to and at such time when a student's attendance in any class drops below 90 percent of the days the class is offered.~~

Methods for Regaining Credit or Awarding a Final Grade

~~When a student's attendance drops below 90 percent but remains at least at 75 percent of the days the class is offered, the student may earn credit for the class or a final grade by completing a plan approved by the principal. This plan must provide for the student to meet the instructional requirements of the class as determined by the principal.~~

~~If the student fails to successfully complete the plan, or when a student's attendance drops below 75 percent of the days the class is offered, the student, parent, or representative may request award of credit or a final grade by submitting a written petition to the appropriate attendance committee.~~

~~Petitions for credit or a final grade may be filed at any time the student receives notice but, in any event, no later than the last day of classes.~~

~~The attendance committee shall review the student's entire attendance record and the reasons for absences and shall determine whether to award credit or a final grade. The attendance committee may also, whether a petition is filed or not, review the records of all students whose attendance drops below 90 percent of the days the class is offered.~~

~~A student who has lost credit or has not received a final grade because of excessive absences may regain credit or be awarded a final grade by fulfilling the requirements established by the attendance committee.~~

Personal Illness

~~The principal or attendance committee may require verification from a health care provider in accordance with administrative regulations as a condition of classifying an absence for personal illness as one for which there are extenuating circumstances.~~

Best Interest Standard

~~In reaching consensus regarding a student's absences and how the student can be awarded credit or a final grade, the attendance committee shall attempt to ensure that its decision is in the best interest of the student. The Superintendent shall develop administrative regulations to document the attendance committee's decision.~~

Guidelines on Extenuating Circumstances

~~The attendance committee shall consider whether a student has mastered the essential knowledge and skills and maintained passing grades in the course or subject.~~

~~When makeup work is completed satisfactorily, the attendance committee shall consider extracurricular absences and other excused absences as days of attendance for award of credit or a final grade. [See FEA]~~

~~The attendance committee shall consider whether the reasons for the absences were out of the parent's or student's control and whether documentation for the absence is acceptable.~~

~~The student or parent shall be given an opportunity to present any information to the committee about the absences and to discuss ways to earn or regain credit or be awarded a final grade.~~

Imposing Conditions for Awarding Credit or a Final Grade

~~The attendance committee shall consider the student's unique circumstances and, if necessary, shall impose conditions for awarding credit or a final grade that permit the student to meet the instructional requirements of the class rather than assigning a student to attend a specified program for an amount of time equivalent to the student's absences. Conditions may include:0)~~

- ~~1. Maintaining attendance standards for the rest of the semester.~~
- ~~2. Completing additional assignments, as specified by the committee or teacher.~~
- ~~3. Attending tutorial sessions as scheduled.~~
- ~~4. Completing other instructional programs, as specified by the committee.~~
- ~~5. Taking an examination to earn credit. [See EHDB]~~

~~In all cases, the student must earn a passing grade in order to receive credit.~~

Appeal Process

~~A parent or student may appeal the decision of the attendance committee in accordance with FNG(LOCAL).~~

¹ Innovation Plan: <https://www.loisd.net/>

PROPOSED REVISIONS

Note: This local policy has been revised in accordance with the District's [innovation plan](#).ⁱ

Student Code of Conduct

The District's rules of discipline are maintained in the Board-adopted Student Code of Conduct and are established to support an environment conducive to teaching and learning.

Rules of conduct and discipline shall not have the effect of discriminating on the basis of gender, race, color, disability, religion, ethnicity, or national origin.

At the beginning of the school year and throughout the school year as necessary, the Student Code of Conduct shall be:0)

1. Posted and prominently displayed at each campus or made available for review in the principal's office, as required by law; and
2. Made available on the District's website and/or as a hard copy to students, parents, teachers, administrators, and others on request.

Revisions

Revisions to the Student Code of Conduct approved by the Board during the year shall be made available promptly to students and parents, teachers, administrators, and others.

Campus Behavior Coordinator

In accordance with the District's innovation plan, the District is exempt from the state law requiring that a single person at each campus be designated to serve as the campus behavior coordinator (CBC). Campus principals, assistant principals, and discipline coordinators shall fulfill discipline and behavior duties.

Extracurricular Standards of Behavior

With the approval of the principal and Superintendent, sponsors and coaches of extracurricular activities may develop and enforce standards of behavior that are higher than the District-developed Student Code of Conduct and may condition membership or participation in the activity on adherence to those standards. Extracurricular standards of behavior may take into consideration conduct that occurs at any time, on or off school property.

A student shall be informed of any extracurricular behavior standards at the beginning of each school year or when the student first begins participation in the activity. A student and his or her parent shall sign and return to the sponsor or coach a statement that they have read the extracurricular behavior standards and consent to them as a condition of participation in the activity.

Standards of behavior for an extracurricular activity are independent of the Student Code of Conduct. Violations of these standards of behavior that are also violations of the Student Code of Conduct may result in independent disciplinary actions.

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

“Parent” Defined

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

General Discipline Guidelines

A District employee shall adhere to the following general guidelines when imposing discipline: 0.

1. A student shall be disciplined when necessary to improve the student’s behavior, to maintain order, or to protect other students, school employees, or property.
2. A student shall be treated fairly and equitably. Discipline shall be based on an assessment of the circumstances of each case. Factors to consider shall include:
 - a. The seriousness of the offense;
 - b. The student’s age;
 - c. The frequency of misconduct;
 - d. The student’s attitude;
 - e. The potential effect of the misconduct on the school environment;
 - f. Requirements of Chapter 37 of the Education Code; and
 - g. The Student Code of Conduct adopted by the Board.
3. Before a student under 18 is assigned to detention outside regular school hours, notice shall be given to the student’s parent to inform him or her of the reason for the detention and permit arrangements for necessary transportation.

Corporal Punishment

Corporal punishment may be used as a discipline management technique in accordance with this policy and the Student Code of Conduct.

Corporal punishment shall not be administered to a student whose parent has submitted to the principal a signed statement for the current school year prohibiting the use of corporal punishment with

his or her child. The parent may reinstate permission to use corporal punishment at any time during the school year by submitting a signed statement to the principal.

Guidelines

Corporal punishment shall be limited to spanking or paddling the student and shall be administered in accordance with the following guidelines: 0.

1. The student shall be told the reason corporal punishment is being administered.
2. Corporal punishment shall be administered only by the principal or designee.
3. The instrument to be used in administering corporal punishment shall be approved by the principal.
4. Corporal punishment shall be administered in the presence of one other District professional employee and in a designated place out of view of other students.

Disciplinary Records

The disciplinary record reflecting the use of corporal punishment shall include any related disciplinary actions, the corporal punishment administered, the name of the person administering the punishment, the name of the witness present, and the date and time of punishment.

Physical Restraint

Within the scope of an employee's duties, a District employee may physically restrain a student if the employee reasonably believes restraint is necessary in order to: 0.

1. Protect a person, including the person using physical restraint, from physical injury.
2. Obtain possession of a weapon or other dangerous object.
3. Remove a student refusing a lawful command of a school employee from a specific location, including a classroom or other school property, in order to restore order or to impose disciplinary measures.
4. Control an irrational student.
5. Protect property from serious damage.

A District employee may restrain a student with a disability who receives special education services only in accordance with law. [See FOF(LEGAL)]

Video and Audio Monitoring

Video and audio recording equipment shall be used for safety purposes to monitor student behavior on District property.

STUDENT DISCIPLINE

FO
(LOCAL)

The District shall post signs notifying students and parents about the District's use of video and audio recording equipment. Students shall not be notified when the equipment is turned on.

Use of Recordings

The principal shall review recordings as needed, and evidence of student misconduct shall be documented. A student found to be in violation of the District's Student Code of Conduct shall be subject to appropriate discipline.

Access to Recordings

Recordings shall remain in the custody of the campus principal and shall be maintained as required by law. A parent or student who wishes to view a recording in response to disciplinary action taken against the student may request such access under the procedures set out by law. [See FL(LLEGAL)]

ⁱ Innovation Plan: <https://www.loisd.net>

ADD POLICY

Note: This local policy has been revised in accordance with the District's [innovation plan](#).¹

Students Below Grade 3

In accordance with the District's innovation plan, the District is exempt from the state law prohibiting placing a student in a grade level below grade 3 in out-of-school suspension except when the student engages in serious misbehavior as defined by law [see FOB(LEGAL)].

Such a student may be placed in out-of-school suspension in accordance with the District's established guidelines to facilitate appropriate student behavior.

¹ Innovation Plan: <https://www.loisd.net>

PROPOSED REVISIONS

Note: This local policy has been revised in accordance with the District's [innovation plan](#).¹

Access to District Property

Authorized District officials, including school resource officers and District police officers if applicable, may refuse to allow a person access to property under the District's control in accordance with law.

District officials may request assistance from law enforcement in an emergency or when a person is engaging in behavior rising to the level of criminal conduct.

Ejection or Exclusion under Education Code 37.105

In accordance with the District's innovation plan, the District is exempt from the state law requiring a District official to issue a verbal warning before refusing entry or ejecting a person from property under the District's control and to provide a person refused entry to or ejected from property under the District's control written information explaining the right to appeal such refusal of entry or ejection under the District's grievance process. ~~In accordance with Education Code 37.105, a District official shall provide a person refused entry to or ejected from property under the District's control written information explaining the right to appeal such refusal of entry or ejection under the District's grievance process.~~

A person appealing under the District's grievance process shall be permitted 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 FNG and GF]

Off-Campus Activities

Employees shall be designated to ensure appropriate conduct of participants and others attending a school-related activity at non-District or out-of-District facilities. Those so designated shall coordinate their efforts with persons in charge of the facilities.

Prohibitions

Tobacco and E-Cigarettes

The District prohibits smoking and the use of tobacco products and e-cigarettes on District property, in District vehicles, or at school-related activities.

Weapons

The District prohibits the unlawful use, possession, or display of any firearm, location-restricted knife, club, or prohibited weapon, as defined at FNCG, on all District property at all times.

Exceptions

No violation of this policy occurs when: 0)

1. A Texas handgun license holder stores a handgun or other firearm in a locked vehicle in a parking lot, parking garage, or

other parking area provided by the District, as long as the handgun or other firearm is not in plain view; or

2. The use, possession, or display of an otherwise prohibited weapon takes place as part of a District-approved activity supervised by proper authorities. [See FOD]

¹ Innovation Plan: <https://www.loisd.net>

Lone Oak ISD

Policy Review Session Proposed Revisions

Carolyn Austin
Policy Consultant

Texas Association of School Boards

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

PROPOSED REVISIONS

In accordance with state law, the District has completed all requirements for designation as an innovation district, and the Board has adopted an [innovation plan](#).¹

¹ Innovation Plan: <https://www.loisd.net>~~http://loisd.ss11.sharp-school.com/UserFiles/Servers/Server_276878/File/Dist.%20of%20Innovation%20Plan-Adopted.pdf~~

PROPOSED REVISIONS

Membership	The Board shall consist of seven members.
Method of Election	Election of Board members shall be at large.
Election Date	General election of board members shall be on the May uniform election date.
Terms and Election Schedule	<p>Board members shall be elected for three-year terms, with elections conducted annually, as follows:</p> <p>The election of two Board members shall be held in 2018, 2021, 2024, and in three-year intervals thereafter.</p> <p>The election of three Board members shall be held in 2019, 2022, 2025, 2028, and in three-year intervals thereafter.</p> <p>The election of two Board members shall be held in 2020, 2023, 2026, 2029, and in three-year intervals thereafter.</p> <p>The election of two Board members shall be held in 2024, 2027, 2030, and in three-year intervals thereafter.</p>
Method of Voting Plurality	The candidates receiving the highest number of votes for the number of positions with expiring terms shall be elected.

PROPOSED REVISIONS

District Improvement CommitteeTeam	In compliance with law, the District shall establish a District improvement team (committee) to advise the Board or its designee in establishing and reviewing the District improvement plan [see BQ], as well as the District's educational goals, performance objectives, and major District-wide classroom instructional programs.
Board's Designee	The Superintendent shall serve as the Board's designee and shall regularly consult with the committee.
Meetings	The chairperson of the committee shall set its agenda and shall schedule at least two meetings per year, including the public meeting required by law.
Communications	The Superintendent shall ensure that the District-level committee establishes communication strategies to periodically obtain broad-based community, parent, and staff input and provide information to those persons regarding the recommendations of the committee.
Composition	The committee shall be composed of members who shall represent campus-based professional staff, District-level professional staff, parents, businesses, and the community. When practicable, professional staff representation shall include a representative with the primary responsibility for educating students with disabilities. For purposes of this policy, District-level professional staff shall be defined as professionals who have responsibilities at more than one campus, including, but not limited to, central office staff.
Selected Representatives	Parent, community member, and business representatives shall be selected in accordance with this policy and administrative regulations.
<i>Parents</i>	The committee shall include at least two parents of students currently enrolled in the District. The Superintendent shall, through various channels, inform all parents of District students about the committee's duties and composition and shall solicit volunteers.
<i>Community Members</i>	The committee shall include at least two community members selected by a process that provides for adequate representation of the community's diversity. The Superintendent shall use several methods of communication to ensure that community residents are informed of the committee and are provided the opportunity to participate and shall solicit volunteers. Community representatives must reside in the District.
<i>Business Representatives</i>	The committee shall include at least two business representatives selected by a process that provides for adequate representation of the community's diversity. The Superintendent shall use several methods of communication to ensure that area businesses are

PLANNING AND DECISION-MAKING PROCESS
DISTRICT-LEVEL

BQA
(LOCAL)

informed of the committee and are provided the opportunity to participate and shall solicit volunteers. Business representatives need not reside in nor operate businesses in the District.

Professional Staff
Elections

Professional staff representatives shall be nominated and elected in accordance with this policy and administrative regulations.

Classroom teacher representatives shall comprise at least two-thirds of the total professional staff representation on the committee and shall be nominated and elected by **all professional staff-classroom teachers assigned to each respective campus.**

At least one campus-based nonteaching professional representative shall be nominated and elected by all professional staff.

At least one District-level professional representative, other than the Superintendent, shall be nominated and elected by **all professional staff**~~the District-level professional staff.~~

An employee's affiliation or lack of affiliation with any organization or association shall not be a factor in either the nomination or election of the employee to the committee. [See DGA]

A nominee must consent before the person's name may appear on a ballot. Election of the committee shall be held at a time determined by the Board or its designee.

Terms

All representatives shall serve staggered ~~three~~**two**-year terms and shall **not be limited as to the number of consecutive terms they may serve on the committee**~~be limited to two consecutive terms on the committee.~~

Vacancy

A vacancy during a term shall be filled for the remainder of the term by election or selection as appropriate for the category.

PROPOSED REVISIONS

Campus Improvement Committees

In compliance with law, each campus shall establish a campus-level committee to ensure that effective planning and site-based decision-making occur to direct and support the improvement of student performance for all students. The committees shall assist the principal, as the Board's designee, in establishing and reviewing the goals, performance objectives, and major classroom instructional programs of each campus.

Each committee shall assist with the development, evaluation, and revision of the respective campus improvement plan and shall approve campus staff development needs identified in the campus improvement plan [see BQ and DMA].

Meetings

The principal shall be responsible for the agenda and shall schedule at least two meetings per year, including the public meeting required by law.

Communications

Each principal or designee shall ensure that the campus-level committee establishes communication strategies to periodically obtain broad-based community, parent, and staff input and provide information to those persons regarding the recommendations of the committee.

Composition

The committee shall be composed of members who shall represent campus-based professional staff, District-level professional staff, parents, businesses, and the community. When practicable, professional staff representation shall include a representative with the primary responsibility for educating students with disabilities. For purposes of this policy, District-level professional staff shall be defined as professionals who have responsibilities at more than one campus, including, but not limited to, central office staff.

Selected Representatives

Parent, community member, and business representatives shall be selected in accordance with this policy and administrative regulations.

Parents

The committee shall include at least two parents of students currently enrolled in the District. The principal shall, through various channels, inform all parents of campus students about the committee's duties and composition and shall solicit volunteers.

Community Members

The committee shall include at least two community members selected by a process that provides for adequate representation of the community's diversity. The principal shall use several methods of communication to ensure that community residents are informed of the committee and are provided the opportunity to participate and shall solicit volunteers. Community representatives must reside in the District.

PLANNING AND DECISION-MAKING PROCESS
CAMPUS-LEVEL

BQB
(LOCAL)

<i>Business Representatives</i>	<p>The committee shall include at least two business representatives selected by a process that provides for adequate representation of the community's diversity. The principal shall use several methods of communication to ensure that area businesses are informed of the committee and are provided the opportunity to participate and shall solicit volunteers. Business representatives need not reside in nor operate businesses in the District.</p>
Professional Staff Elections	<p>Professional staff representatives shall be nominated and elected in accordance with this policy and administrative regulations.</p> <p>Classroom teacher representatives shall comprise at least two-thirds of the professional staff representation on the committee and shall be nominated and elected by all professional staff assigned to the campusclassroom teachers assigned to the campus.</p> <p>At least one campus-based nonteaching professional representative shall be nominated and elected by all professional staff assigned to the campusnonteaching professional staff assigned to the campus.</p> <p>At least one District-level professional representative shall be nominated and elected by District-level professional staff.</p> <p>An employee's affiliation or lack of affiliation with any organization or association shall not be a factor in either the nomination or election of the employee to the committee. [See DGA]</p> <p>A nominee must consent before the person's name may appear on the ballot. Election of the committee shall be held at a time determined by the Board or its designee.</p>
Terms	<p>All representatives shall serve staggered two-year terms and shall not be limited as to the number of consecutive terms they may serve on the committeebe limited to two consecutive terms on the committee.</p>
Vacancy	<p>A vacancy during a term shall be filled for the remainder of the term by election or selection as appropriate for the category.</p>

PROPOSED REVISIONS

Grants and Awards

The Superintendent shall be authorized to:

1. Apply, on behalf of the Board, for any and all special federal and state grants and awards as deemed appropriate for the District's operations;
2. Approve commitment of District funds for matching, cost sharing, cooperative, or jointly funded projects up to the amounts specifically allowed under the District budget approved by the Board; and
3. Approve grant and award amendments as necessary.

The District shall comply with all requirements for state and federal grants and awards imposed by law, the awarding agency, or an applicable pass-through entity. The Superintendent shall develop and enforce financial management systems, internal control procedures, procurement procedures, and other administrative procedures as needed to provide reasonable assurance that the District is complying with requirements for state and federal grants and awards.

[See CAA, CBB]

Federal Awards

Public Notice and Input

The District shall provide public notice of federal grant applications through an information item at a Board meeting and by publishing information on the District's website. The District shall make available opportunities for public input as required by law or the granting agency.

Plan Approval

Approval of required grant and award plans shall be by the Superintendent.

Conflict of Interest

Each employee, Board member, or agent of the District who is engaged in the selection, award, or administration of a contract supported by a federal grant or award and who has a potential conflict of interest as defined at Code of Federal Regulations, title 2, section 200.318, shall disclose to the District, in writing, any conflict that meets the disclosure threshold in Chapter 176 of the Local Government Code. [See CBB]

In addition, each employee, Board member, or agent of the District shall comply with any other conflict of interest requirements imposed by the granting agency or a pass-through entity.

For purposes of this policy, "immediate family member" shall have the same meaning as "family member" as described in Chapter 176 of the Government Code. [See BBFA]

STATE AND FEDERAL REVENUE SOURCES

CB
(LOCAL)

For purposes of this policy, “partner” shall have the same meaning as defined in Business Organizations Code Chapter 1, Subchapter A.

An employee, Board member, or agent of the District who is required to disclose a conflict in accordance with the provisions above shall not participate in the selection, award, or administration of a contract supported by a federal grant or award.

Gifts and Gratuities

Employees, Board members, and agents of the District shall not solicit any gratuities, favors, or items from a contractor or a party to a subcontract for a federal grant or award and shall not accept:

1. Any single item with a value at or above \$50; or
2. Items from a single contractor or subcontractor that have an aggregate monetary value exceeding \$100 in a 12-month period.

[See BBFA, BBFB, CBB, DBD. In the event of a violation of these requirements, see CAA and DH.]

PROPOSED REVISIONS

Investment Authority

The Superintendent or other person designated by Board resolution shall serve as the investment officer of the District and shall invest District funds as directed by the Board and in accordance with the District's written investment policy and generally accepted accounting procedures. All investment transactions except investment pool funds and mutual funds shall be settled on a delivery versus payment basis.

Approved Investment Instruments

From those investments authorized by law and described further in CDA(LEGAL) under Authorized Investments, the Board shall permit investment of District funds, including bond proceeds and pledged revenue to the extent allowed by law, in only the following investment types, consistent with the strategies and maturities defined in this policy:

1. Obligations of, or guaranteed by, governmental entities as permitted by Government Code 2256.009.
2. Certificates of deposit and share certificates as permitted by Government Code 2256.010.
3. Fully collateralized repurchase agreements permitted by Government Code 2256.011.
4. A securities lending program as permitted by Government Code 2256.0115.
5. Banker's acceptances as permitted by Government Code 2256.012.
6. Commercial paper as permitted by Government Code 2256.013.
7. No-load mutual funds, except for bond proceeds, and no-load money market mutual funds, as permitted by Government Code 2256.014.
8. A guaranteed investment contract as an investment vehicle for bond proceeds, provided it meets the criteria and eligibility requirements established by Government Code 2256.015.
9. Public funds investment pools as permitted by Government Code 2256.016.

Safety

The primary goal of the investment program is to ensure safety of principal, to maintain liquidity, and to maximize financial returns within current market conditions in accordance with this policy. Investments shall be made in a manner that ensures the preservation of capital in the overall portfolio, and offsets during a 12-month

period any market price losses resulting from interest-rate fluctuations by income received from the balance of the portfolio. No individual investment transaction shall be undertaken that jeopardizes the total capital position of the overall portfolio.

Investment Management

In accordance with Government Code 2256.005(b)(3), the quality and capability of investment management for District funds shall be in accordance with the standard of care, investment training, and other requirements set forth in Government Code Chapter 2256.

Liquidity and Maturity

Any internally created pool fund group of the District shall have a maximum dollar weighted maturity of 180 days. The maximum allowable stated maturity of any other individual investment owned by the District shall not exceed one year from the time of purchase. The Board may specifically authorize a longer maturity for a given investment, within legal limits.

The District's investment portfolio shall have sufficient liquidity to meet anticipated cash flow requirements.

Diversity

The investment portfolio shall be diversified in terms of investment instruments, maturity scheduling, and financial institutions to reduce risk of loss resulting from overconcentration of assets in a specific class of investments, specific maturity, or specific issuer.

Monitoring Market Prices

The investment officer shall monitor the investment portfolio and shall keep the Board informed of significant changes in the market value of the District's investment portfolio. Information sources may include financial/investment publications and electronic media, available software for tracking investments, depository banks, commercial or investment banks, financial advisers, and representatives/advisers of investment pools or money market funds. Monitoring shall be done **monthly or at least quarterly, as required by law, and** more often as economic conditions warrant by using appropriate reports, indices, or benchmarks for the type of investment.

Monitoring Rating Changes

In accordance with Government Code 2256.005(b), the investment officer shall develop a procedure to monitor changes in investment ratings and to liquidate investments that do not maintain satisfactory ratings.

Funds/Strategies

Investments of the following fund categories shall be consistent with this policy and in accordance with the applicable strategy defined below. All strategies described below for the investment of a particular fund should be based on an understanding of the suitability of an investment to the financial requirements of the District and consider preservation and safety of principal, liquidity, marketability of an investment if the need arises to liquidate before maturity, diversification of the investment portfolio, and yield.

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

Operating Funds	Investment strategies for operating funds (including any commingled pools containing operating funds) shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.
Custodial Funds	Investment strategies for custodial funds shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.
Debt Service Funds	Investment strategies for debt service funds shall have as their primary objective sufficient investment liquidity to timely meet debt service payment obligations in accordance with provisions in the bond documents. Maturities longer than one year are authorized provided legal limits are not exceeded.
Capital Project Funds	Investment strategies for capital project funds shall have as their primary objective sufficient investment liquidity to timely meet capital project obligations. Maturities longer than one year are authorized provided legal limits are not exceeded.
Safekeeping and Custody	The District shall retain clearly marked receipts providing proof of the District's ownership. The District may delegate, however, to an investment pool the authority to hold legal title as custodian of investments purchased with District funds by the investment pool.
Sellers of Investments	<p>Prior to handling investments on behalf of the District, a broker/dealer or a qualified representative of a business organization must submit required written documents in accordance with law. [See Sellers of Investments, CDA(LEGAL)]</p> <p>Representatives of brokers/dealers shall be registered with the Texas State Securities Board and must have membership in the Securities Investor Protection Corporation (SIPC) and be in good standing with the Financial Industry Regulatory Authority (FINRA).</p>
Soliciting Bids for CDs	In order to get the best return on its investments, the District may solicit bids for certificates of deposit in writing, by telephone, or electronically, or by a combination of these methods.
Interest Rate Risk	<p>To reduce exposure to changes in interest rates that could adversely affect the value of investments, the District shall use final and weighted-average-maturity limits and diversification.</p> <p>The District shall monitor interest rate risk using weighted average maturity and specific identification.</p>
Internal Controls	A system of internal controls shall be established and documented in writing and must include specific procedures designating who has authority to withdraw funds. Also, they shall be designed to

protect against losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the District. Controls deemed most important shall include:

1. Separation of transaction authority from accounting and recordkeeping and electronic transfer of funds.
2. Avoidance of collusion.
3. Custodial safekeeping.
4. Clear delegation of authority.
5. Written confirmation of telephone transactions.
6. Documentation of dealer questionnaires, quotations and bids, evaluations, transactions, and rationale.
7. Avoidance of bearer-form securities.

These controls shall be reviewed by the District's independent auditing firm.

Annual Review

The Board shall review this investment policy and investment strategies not less than annually and shall document its review in writing, which shall include whether any changes were made to either the investment policy or investment strategies.

Annual Audit

In conjunction with the annual financial audit, the District shall perform a compliance audit of management controls on investments and adherence to the District's established investment policies.

PROPOSED REVISIONS

Note: For purposes of this policy, the terms “gift” and “donation” have the same meaning.

Unsolicited Gifts

Authority to Accept

The Board delegates to the Superintendent the authority to accept unsolicited gifts on behalf of the District. However, any gift that the potential donor has expressly made conditional upon the District’s use for a specified purpose, or any gift of real property, shall require Board approval.

Once accepted, a gift becomes the sole property of the District.

Criteria for Acceptance

The District shall not accept any gift that would violate or conflict with policies of or actions by the Board or with federal or state law.

Before the Superintendent accepts a gift or recommends acceptance of a gift to the Board, as applicable, the Superintendent shall consider whether the gift:

1. Has a purpose consistent with the District’s educational philosophy, goals, and objectives;
2. Places any restrictions on a campus or District program;
3. Would support a program that the Board may be unable or unwilling to continue when the donation of funds is exhausted;
4. Would result in ancillary or ongoing costs for the District;
5. Requires employment of additional personnel;
6. Requires or implies the endorsement of a specific business or product [see GKB for advertising opportunities];
7. Would result in inequitable funding, equipment, or resources among District schools or programs;
8. Obligates the District or a campus to engage in specific actions; or
9. Affects the physical structure of a building or would require extensive maintenance on the part of the District.

Solicitations

An employee who solicits gifts on behalf of the District or for use in the fulfillment of his or her professional responsibilities shall comply with relevant state and federal law and any District administrative regulations.

All donations solicited on behalf of the District, including solicitations in the name of the District or a campus, or donations solicited

OTHER REVENUES
GIFTS AND SOLICITATIONS

CDC
(LOCAL)

using District or campus resources, become the sole property of the District.

Web-Based
Solicitations

An employee may solicit web-based donations of money or items for use by the employee in fulfilling his or her professional responsibilities or for the District's use, including "crowdfunding." However, an employee shall obtain prior approval from the employee's supervisor ~~before using the name or image of the District, a campus, or any student.~~

PROPOSED REVISIONS

Compliance with Law

The Superintendent shall establish procedures that ensure that all school facilities within the District comply with applicable laws and local building codes.

Construction Contracts

Prior to advertising, the Board shall determine the project delivery/contract award method to be used for each construction contract valued at or above \$50,000. To assist the Board, the Superintendent shall recommend the project delivery/contract award method that he or she determines provides the best value to the District. [See CV series generally and CBB(LEGAL) for requirements if federal funds are involved.]

For construction contracts valued at or above \$10,000, the Superintendent shall also submit the resulting contract to the Board for approval. Lesser expenditures for construction and construction-related materials or services shall be at the discretion of the Superintendent and consistent with law and policy. [See also CH and CBB(LEGAL)]

Note: For provisions regarding delegation of authority for construction contracts in the event of a catastrophe, emergency, or natural disaster affecting the District, see CH(LOCAL).

Change Orders

Change orders permitted by law shall be approved **by the Board or its designee** prior to any changes being made in the approved plans or the actual construction of the facility.

~~Change orders valued at or above \$10,000 shall require Board approval. The Superintendent shall be authorized to approve change orders of a lesser amount.~~

Project Administration

All construction projects shall be administered by the Superintendent or designee.

The Superintendent shall keep the Board informed concerning construction projects and also shall provide information to the general public.

Final Payment

The District shall not make final payments for construction or the supervision of construction until the work has been completed and the Board has accepted the work.

PROPOSED REVISIONS

Personnel Duties	The Superintendent shall define the qualifications, duties, and responsibilities of all positions and shall ensure that job descriptions are current and accessible to employees and supervisors.
Posting Vacancies	The Superintendent or designee shall establish guidelines for advertising employment opportunities and posting notices of vacancies. These guidelines shall advance the Board's commitment to equal opportunity employment and to recruiting well-qualified candidates. Current District employees may apply for any vacancy for which they have appropriate qualifications.
Applications	All applicants shall complete the application form supplied by the District. Information on applications shall be confirmed before a contract is offered for a contractual position and before hiring or as soon as possible thereafter for a noncontractual position. [For information related to the evaluation of criminal history records, see DBAA.]
Selection and Employment of All Contractual Personnel	The Superintendent has sole authority to make recommendations to the Board regarding the selection of contractual personnel. The Board retains final authority for employment of contractual personnel at the level of campus principal or above. The board delegates to the Superintendent the final authority to employ all other contractual personnel. [See DCA, DCB, DCC, and DCE as appropriate]
Employment of Noncontractual Personnel	The Board delegates to the Superintendent final authority to employ contractual personnel and to employ and dismiss noncontractual personnel. Such authority is granted until rescinded by the Board. employees on an at-will basis. [See DCD]
Employment Assistance Prohibited	No District employee shall assist another employee of the District or of any school district in obtaining a new job if the employee knows, or has probable cause to believe, that the other employee engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition. [See CJ for prohibitions relating to contractors and agents and DH(EXHIBIT) for the Educators' Code of Ethics.]

PROPOSED REVISIONS

**Contracts Required
by Law**

After any applicable probationary contract period required by the District, term contracts governed by Chapter 21 of the Education Code (educator term contracts) shall be provided to:

1. Any employees in positions required by statute to receive such contracts, including SBEC-certified employees serving full-time as principals, assistant principals, teachers, school counselors, diagnosticians, librarians, and athletic directors;
2. Full-time professional employees in other positions for which the District requires current SBEC certification; and
- ~~3. Full-time nurses.~~

**No Certification
Required**

- ~~3. Educator term contracts shall also be provided for the following positions for which neither SBEC nor the District requires current SBEC certification: business manager.~~

PROPOSED REVISIONS

**Non-Chapter 21
Contracts**

The District shall employ on non-Chapter 21 contracts, not to be governed by Chapter 21 of the Education Code, the following positions: food service director, maintenance director, technology director, transportation director, **business manager**, ~~and~~ human resources/**payroll** specialist, ~~and~~ **communications liaison**/administrative assistant to the Superintendent.

**Appeal of
Employment Actions**

An employee may appeal discharge during the contract period in accordance with DCE(LEGAL).

An employee whose contract is not reissued at the end of the contract period may appeal in accordance with DGBA(LOCAL).

PROPOSED REVISIONS

Classification of Positions

The Superintendent or designee shall determine the classification of positions or employees as “exempt” or “nonexempt” for purposes of payment of overtime in compliance with the Fair Labor Standards Act (FLSA).

Exempt

The District shall pay employees who are exempt from the overtime pay requirements of the FLSA on a salary basis. The salaries of these employees are intended to cover all hours worked, and the District shall not make deductions that are prohibited under the FLSA.

An employee who believes deductions have been made from his or her salary in violation of this policy should bring the matter to the District’s attention, through the District’s complaint policy. [See DGBA] If improper deductions are confirmed, the District will reimburse the employee and take steps to ensure future compliance with the FLSA.

Nonexempt

Nonexempt employees may be compensated on an hourly basis or on a salary basis. Employees who are paid on an hourly basis shall be compensated for all hours worked. Employees who are paid on a salary basis are paid for **a 36-hour workweek and shall earn additional pay at the employees’ regular hourly rates when working more than 37.5 but not more than 40 hours**~~up to and including a 40-hour workweek.~~

A nonexempt employee shall have the approval of his or her supervisor before working overtime. An employee who works overtime without prior approval is subject to discipline but shall be compensated in accordance with the FLSA.

Workweek Defined

For purposes of FLSA compliance, the workweek for District employees shall begin at 12:00 a.m. Sunday and end at 11:59 p.m. Saturday.

Compensatory Time

At the District’s option, nonexempt employees may receive compensatory time off, rather than overtime pay, for overtime work. The employee shall be informed in advance if overtime hours will accrue compensatory time rather than pay.

Accrual

Compensatory time earned by nonexempt employees may not accrue beyond a maximum of 60 hours. If an employee has a balance of more than 60 hours of compensatory time, the District shall require the employee to use the compensatory time, or at the District’s option, the District shall pay the employee for the compensatory time.

Use

An employee shall use compensatory time within the duty year in which it is earned. If an employee has any unused compensatory time remaining at the end of a duty year, the District shall pay the employee for the compensatory time.

Compensatory time may be used at either the employee's or the District's option. An employee may use compensatory time in accordance with the District's leave policies and if such use does not unduly disrupt the operations of the District. [See DEC(LOCAL)] The District may require an employee to use compensatory time when in the best interest of the District.

PROPOSED REVISIONS

**Leave
Administration**

The Superintendent shall develop administrative regulations addressing employee leaves and absences to implement the provisions of this policy.

Definitions

The term “immediate family” is defined as:

Immediate Family

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

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

Family Emergency

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

Leave Day

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

School Year

A “school year” for purposes of earning, using, or recording leave shall mean the term of the employee’s annual employment as set by the District for the employee’s usual assignment, whether full-time or part-time.

Catastrophic Illness
or Injury

A catastrophic illness or injury is a severe condition or combination of conditions affecting the mental or physical health of the employee or a member of the employee’s immediate family that requires the services of a licensed practitioner for a prolonged period of time and that forces the employee to exhaust all leave time earned by that employee and to lose compensation from the District. Such conditions typically require prolonged hospitalization or recovery or are expected to result in disability or death. Conditions relating to pregnancy or childbirth shall be considered catastrophic if they meet the requirements of this paragraph.

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

Availability

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

State Leave Proration

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

If an employee separates from employment before the last duty day of the school year, the employee's final paycheck shall be reduced for state personal leave the employee used beyond his or her pro rata entitlement for the school year.

Medical Certification

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

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

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

State Personal Leave

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

Nondiscretionary Use

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

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

Discretionary Use

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

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

*Request for
Leave*

In deciding whether to approve or deny a request for discretionary use of state personal leave, the supervisor shall not seek or consider the reasons for which an employee requests to use leave. The supervisor shall, however, consider the duration of the requested absence in conjunction with the effect of the employee's absence on the educational program and District operations, as well as the availability of substitutes.

Discretionary use of state personal leave shall not exceed five consecutive workdays.

Local Leave

Each employee shall earn five paid local leave days per school year in accordance with administrative regulations.

Local leave shall be noncumulative.

Local leave shall be used according to the terms and conditions of state personal leave; however, the average daily rate of pay of a substitute for the employee's position shall be deducted for each day of local leave taken, whether or not a substitute is employed. [See State Personal Leave, above]

~~An employee may also use local leave for absences related to the birth or placement of a child when leave is taken within the first year after the child's birth, adoption, or foster placement.~~

Bereavement Leave

An employee shall be granted three days of bereavement leave upon the death of a member of the employee's immediate family. Such leave shall be taken with no loss of pay or other paid leave.

After exhausting all bereavement leave, the employee may request from his or her supervisor up to four days of leave without pay or may use available paid leave.

Sick Leave Pool

An employee who has exhausted all paid leave as well as any applicable compensatory time and who suffers from a catastrophic illness or injury or is absent due to the catastrophic illness or injury of a member of the employee's immediate family may request the establishment of a sick leave pool, to which District employees may donate local leave for use by the eligible employee.

The pool shall cease to exist when the employee no longer needs leave for the purpose requested, uses the maximum number of days allowed under a pool, or exhausts all leave days donated to the sick leave pool.

The Superintendent shall develop regulations for the implementation of the sick leave pool that address the following:

1. Procedures to request the establishment of a sick leave pool;

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

2. The maximum number of days an employee may donate to a sick leave pool;
3. The maximum number of days per school year an eligible employee may receive from a sick leave pool; and
4. The return of unused days to donors.

Appeal

An employee may appeal a decision regarding the establishment or implementation of the District's sick leave pool in accordance with DGBA(LOCAL), beginning with the Superintendent or appropriate administrator.

Family and Medical Leave

FMLA leave shall run concurrently with applicable paid leave and compensatory time, as applicable.

Note: See DECA(LEGAL) for provisions addressing FMLA.

Twelve-Month Period

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

Combined Leave for Spouses

When both spouses are employed by the District, the District shall not limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined total of 12 weeks, nor shall the District limit military caregiver leave to a combined total of 26 weeks.

Intermittent or Reduced Schedule Leave

The District shall permit use of intermittent or reduced schedule FMLA leave for the care of a newborn child or for the adoption or placement of a child with the employee.

Certification of Leave

When an employee requests leave, the employee shall provide certification, in accordance with FMLA regulations, of the need for leave.

Fitness-for-Duty Certification

In accordance with administrative regulations, when an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification.

Leave at the End of Semester

When a teacher takes leave near the end of the semester, the District may require the teacher to continue leave until the end of the semester.

Temporary Disability Leave

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

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

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

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

**Workers'
Compensation**

Note: Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the District's contribution to health insurance.

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

No Paid Leave
Offset

The District shall not permit the option for paid leave offset in conjunction with workers' compensation income benefits. [See CRE]

Court Appearances

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

**Payment for
Accumulated Leave
Upon Retirement**

The following leave provisions shall apply to state and local leave accumulated beginning on the original effective date of this program.

An employee who retires from the District shall be eligible for payment for accumulated state and local leave under the following conditions:

1. The employee's retirement is voluntary, i.e., the employee is not being discharged or nonrenewed.
2. The employee provides advance written notice of intent to retire. Employees must provide written notice at least 60 days before the last day of employment.
3. The employee has at least five years of service with the District.

The employee shall receive payment for each day of accumulated state and local leave, to a maximum of 100 days, at a rate established by the Board. If the employee is reemployed with the District, days for which the employee received payment shall not be available to that employee.

The rate established by the Board shall be in effect until the Board adopts a new rate. Any changes to the rate shall apply beginning with the school year following the adoption of the rate change.

DELETE POLICY

**Staff Development
Equivalency**

With the principal's prior approval, professional and paraprofessional personnel may attend conventions, conferences, workshops, and seminars on weekends, holidays, summer vacation, or other noninstructional time and be excused from designated staff development activities.

PROPOSED REVISIONS

T-TESS

The District shall appraise teachers using the Texas Teacher Evaluation and Support System (T-TESS) in accordance with law and administrative regulations.

The Board shall approve a list of certified appraisers who can appraise a teacher in place of the teacher's supervisor.

Annual Appraisal

District teachers shall be appraised annually.

Exception

Teachers who are eligible for less frequent evaluations in accordance with law [see DNA(LEGAL)] and the local criteria established in this policy shall be appraised in accordance with the provisions below.

Less-Than-Annual

Eligibility

In addition to meeting the eligibility requirements in state rules, to be eligible for less-than-annual evaluations under the T-TESS, a teacher shall:

1. Be employed on an educator term contract;
2. Hold SBEC certification;
- ~~2.3.~~ **Be assigned in his or her certification area;**and
- ~~3.4.~~ Have been employed by the District for at least three years.

Frequency

Eligible teachers shall be appraised every two to five years.

During any school year when a complete appraisal is not scheduled for an eligible teacher, either the teacher or the principal may require that an appraisal be conducted by providing written notice to the other party.

A teacher's supervisor shall have the authority to return a teacher to the traditional appraisal cycle as a result of performance deficiencies documented in accordance with state rule.

Annual Review Process

In the years in which a T-TESS appraisal is not scheduled for an eligible teacher, the teacher shall participate in an annual review process that includes the elements listed in state rule.

The annual review process shall produce a written document to be presented to the teacher, signed by the teacher and supervisor, and maintained in the personnel file.

ADD POLICY

Hunter Education

Hunter education instructors shall be permitted to bring unloaded firearms onto school premises for instructional purposes upon strict compliance with the following procedures:

1. The instructor shall obtain written authorization from the campus principal listing each time a firearm will be brought onto school premises. This authorization shall include both the instructor's and the principal's names and signatures; specify the number, types, and serial numbers of firearms to be used for instructional aides; and indicate when the firearms may be used and when they must be removed from campus.
2. The instructor shall carry the authorization when firearms are on school premises.
3. A copy of each authorization shall be maintained on file in the campus administrative office.
4. The instructor shall ensure that no live ammunition is brought onto school premises.

Notification

The principal shall notify local law enforcement officials when a hunter education program is offered at the campus and that instructors are authorized to be in possession of unloaded firearms on school premises.

PROPOSED REVISIONS

**Certificate of
Coursework
Completion**

The District shall **not** issue a certificate of coursework completion to a student who ~~has successfully completed~~ **fails to meet all** 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 of a course and the combined grade for both halves is lower than 70, the District shall award the student credit for the half with the passing grade.

PROPOSED REVISIONS

Relation to Essential Knowledge and Skills

The District shall establish instructional objectives that relate to the essential knowledge and skills for grade-level subjects or courses. These objectives shall address the skills needed for successful performance in the next grade or next course in a sequence of courses.

Assignments, tests, projects, classroom activities, and other instructional activities shall be designed so that each student's performance indicates the level of mastery of the designated District objectives.

Guidelines for Grading

The Superintendent or designee shall ensure that each campus or instructional level develops guidelines for teachers to follow in determining grades for students. These guidelines shall ensure that grading reflects a student's relative mastery of an assignment and that a sufficient number of grades are taken to support the grade average assigned. Guidelines for grading shall be clearly communicated to students and parents.

The District shall permit a student who meets the criteria detailed in the grading guidelines a reasonable opportunity to ~~redo an assignment or~~ retake a test for which the student received a failing grade. **The District shall not permit a student to redo an assignment.**

Progress Reporting

The District shall issue grade reports/report cards every six weeks on a form approved by the Superintendent or designee. Performance shall be measured in accordance with this policy and the standards established in EIE.

Interim Reports

Interim progress reports shall be issued for all students after the third week of each grading period. Supplemental progress reports may be issued at the teacher's discretion.

Conferences

In addition to conferences scheduled on the campus calendar, conferences may be requested by a teacher or parent as needed.

Academic Dishonesty

A student found to have engaged in academic dishonesty shall be subject to grade penalties on assignments or tests and disciplinary penalties in accordance with the Student Code of Conduct. Academic dishonesty includes cheating or copying the work of another student, plagiarism, and unauthorized communication between students during an examination. The determination that a student has engaged in academic dishonesty shall be based on the judgment of the classroom teacher or another supervising professional employee, taking into consideration written materials, observation, or information from students.

PROPOSED REVISIONS

Consistent Application for Graduating Class

The District shall apply the same class rank calculation method and rules for local graduation honors for all students in a graduating class, regardless of the school year in which a student first earned high school credit.

Calculation

The District shall include in the calculation of class rank semester grades earned in high school credit courses taken in grades 9–12 only, unless excluded below.

The calculation shall include failing grades.

Exclusions

The calculation of class rank shall exclude grades earned in any local credit course.

Weighted Grade System

The District shall categorize and weight eligible courses as Advanced, Weighted, and Regular in accordance with provisions of this policy and as designated in appropriate District publications.

Categories

Advanced

Eligible Advanced Placement (AP) and dual credit courses shall be categorized and weighted as Advanced courses.

Weighted

Eligible Pre-AP courses and other courses locally designated as honors shall be categorized and weighted as Weighted courses.

Regular

All ~~other~~ eligible courses **other than those categorized as Advanced, Weighted, or Modified** shall be categorized and weighted as Regular courses.

Modified

All courses that have been modified as to the required content of the Texas Essential Knowledge and Skills (TEKS) shall be categorized and weighted as Modified courses.

Weighted Grade Point Average

The District shall convert semester grades earned in eligible courses to grade points in accordance with the following chart and shall calculate a weighted grade point average (GPA):

Grade	Advanced	Weighted	Regular	Modified
97–100	19	16	13	?
94–96	18	15	12	?
90–93	17	14	11	?
87–89	16	13	10	?
84–86	15	12	9	?
80–83	14	11	8	?
77–79	13	10	7	?
75–76	12	9	6	?

Grade	Advanced	Weighted	Regular	Modified
72-74	11	8	5	?
70-71	10	7	4	?
Below 70	0	0	0	0

Transferred Grades

When a student transfers semester grades for courses that would be eligible under the Regular **or Modified** category and the District has accepted the credit, the District shall include the grades in the calculation of class rank.

When a student **in the graduating class of 2022, 2023, 2024, or 2025** transfers semester grades for courses that would be eligible to receive additional weight under the District's weighted grade system, the District shall assign additional weight to the grades based on the categories and grade weight system used by the District.

Beginning with the graduating class of 2026, when a student transfers semester grades for courses that would be eligible to receive additional weight under the District's weighted grade system, the District shall assign additional weight to the grades based on the categories and grade weight system used by the District only if an equivalent course is offered to the same class of students in the District.

Local Graduation Honors

For the purpose of determining honors to be conferred during graduation activities, the District shall calculate class rank in accordance with this policy and administrative regulations by using grades available at the time of calculation at the end of the spring semester of the senior year.

For the purpose of applications to institutions of higher education, the District shall also calculate class rank as required by state law. The District's eligibility criteria for local graduation honors shall apply only for local recognitions and shall not restrict class rank for the purpose of automatic admission under state law. [See EIC(LEGAL)]

Valedictorian and Salutatorian

The valedictorian and salutatorian shall be the eligible students with the highest and second-highest rank, respectively. To be eligible for this local graduation honor, a student must:

1. Have been continuously enrolled in the District high school for the four semesters immediately preceding graduation;
2. Be graduating after exactly eight semesters of enrollment in high school;

ACADEMIC ACHIEVEMENT
CLASS RANKING

EIC
(LOCAL)

3. Have completed at least four courses eligible for inclusion in class rank calculation during each of the four years of his or her enrollment in high school; and
4. Have completed the foundation program with the distinguished level of achievement.

Ties

In case of a tie in weighted GPAs after calculation to the fourth decimal place, the District shall recognize all students involved in the tie as sharing the honor and title.

Highest-Ranking Graduate

The student meeting the local eligibility criteria for recognition as the valedictorian shall also be considered the highest-ranking graduate for purposes of receiving the honor graduate certificate from the state of Texas.

PROPOSED REVISIONS

Curriculum Mastery	Promotion and course credit shall be based on mastery of the curriculum. Expectations and standards for promotion shall be established for each grade level, content area, and course and shall be coordinated with compensatory, intensive, and/or accelerated services. [See EHBC] The District shall comply with applicable state and federal requirements when determining methods for students with disabilities [see FB] or students who are English language learners [see EHBE and EKBA] to demonstrate mastery of the curriculum.
Students Receiving Special Education Services	Any modified promotion standards for a student receiving special education services shall be determined by the student's admission, review, and dismissal (ARD) committee and documented in the student's individualized education program (IEP). [See EHBA series and EKB]
Standards for Mastery	In addition to the factors in law that must be considered for promotion, mastery shall be determined as follows: <ol style="list-style-type: none">1. Course assignments and unit evaluation shall be used to determine student grades in a subject. An average of 70 or higher shall be considered a passing grade.2. Mastery of the skills necessary for success at the next level shall be validated by assessments that may either be incorporated into unit or final exams or may be administered separately. Mastery of at least 70 percent of the objectives shall be required.
Grades 1–5	In grades 1–5, promotion to the next grade level shall be based on an overall average of 70 on a scale of 100 based on course-level, grade-level standards (essential knowledge and skills) for all subject areas English language arts/reading (ELAR), mathematics, science, and social studies; and a grade of 70 or above in reading, language arts, ELAR and mathematics.
Grades 6–8	In grades 6–8, promotion to the next grade level shall be based on an overall average of 70 on a scale of 100 based on course-level, grade-level standards (essential knowledge and skills) for all subject areas ELAR, mathematics, science, and social studies; and a grade of 70 or above in three of the following areas: English/reading ELAR , mathematics, science, and social studies.
Grades 9–12	Grade-level advancement for students in grades 9–12 shall be earned by course credits. [See EI]

PROPOSED REVISIONS

Course Requirements	To graduate, a student must complete the courses required by the District in addition to those mandated by the state.
Foundation Program	<p>A student shall enroll in courses specified by the District to complete the distinguished level of achievement under the foundation program.</p> <p>A student may graduate under the foundation program without earning the distinguished level of achievement if:</p> <ol style="list-style-type: none">1. The student and the student's parent or person standing in parental relation to the student are advised by the school counselor of the specific benefits of graduating from high school under the distinguished level of achievement; and2. The student's parent or person standing in parental relation to the student files with a school counselor written permission, on a form provided by the District, allowing the student to graduate with an endorsement without earning the distinguished level of achievement. <p>The courses that satisfy District requirements under the foundation program, including courses for the distinguished level of achievement and courses for endorsements offered by the District, shall be listed in appropriate District publications.</p>
Without an Endorsement	The District requires no additional credits beyond the number mandated by the state to graduate under the foundation program without an endorsement. Graduation under the foundation program without an endorsement shall be permitted only as authorized under state law and rules.
With an Endorsement	<p>The District requires completion of two credits in addition to the number mandated by the state for graduation under the foundation program with an endorsement.</p> <p>The District requires no additional credits beyond the number mandated by the state to graduate under the foundation program with an endorsement.</p>
Distinguished Level of Achievement	<p>The District requires completion of two credits in addition to the number mandated by the state for graduation under the foundation program with the distinguished level of achievement.</p> <p>The District requires no additional credits beyond the number mandated by the state to graduate under the foundation program with the distinguished level of achievement.</p>

ACADEMIC ACHIEVEMENT
GRADUATION

EIF
(LOCAL)

**No Fine Arts
Substitutions**

The District shall not award state graduation credit in fine arts for participation in a community-based fine arts program.

**Physical Education
Substitutions**

To the extent permitted by state rules, the District shall award state graduation credit in physical education for participation in approved activities and elective courses.

Activities and
Courses

No Private or
Commercial
Programs

The District shall not award state graduation credit in physical education for private or commercially sponsored physical activity programs conducted either on or off campus. [See also EHAC]

PROPOSED REVISIONS

Note: This local policy has been revised in accordance with the District's [innovation plan](#).¹

Authority

The Superintendent is authorized to accept or reject any transfer requests, provided that such action is without regard to race, religion, color, sex, disability, national origin, or ancestral language.

A resident student who becomes a nonresident during the course of the school year shall be permitted to continue in attendance for the remainder of the ~~school year~~ **semester**.

Transfer Requests

A nonresident student wishing to transfer into the District shall file an application for transfer each school year with the Superintendent or designee. Transfers shall be granted for one regular school year at a time.

Factors

In approving transfers, the Superintendent or designee shall consider availability of space and instructional staff and the student's disciplinary history and attendance records.

Transfer Agreements

A transfer student shall be notified in the written transfer agreement that he or she must follow all rules and regulations of the District.

In accordance with the District's innovation plan, the District is exempt from state law requiring transfers to be for a one-year period. Therefore, violation of the terms of the agreement may result in revocation of the agreement during the school year or may result in a transfer request not being approved the following year.

~~Violation of the terms of the agreement may result in a transfer request not being approved the following year.~~

Tuition

If the District charges tuition, the amount shall be set by the Board within statutory limits.

~~Children of nonresident District employees shall be eligible to attend District schools tuition-free.~~

~~Any other nonresident student may enroll in the District tuition-free after August 1 if his or her intended domicile is being built inside the District as evidenced by a completed foundation and frame on or before August 1 of the current year.~~

Waivers

The Board may waive tuition for a student based on financial hardship upon written application by the student, parent, or guardian.
[See FP]

Nonpayment

The District may initiate withdrawal of students whose tuition payments are delinquent.

Appeals

Any appeals shall be made in accordance with FNG(LOCAL) and GF(LOCAL), as appropriate.

¹ Innovation Plan: <https://www.loisd.net/>

DELETE POLICY

Students shall not be released from school at times other than regular dismissal hours except with the permission of the principal of the school. The teacher shall determine that such permission has been granted before allowing the student to leave.

Private Lessons

Students shall not be excused during school hours for private lessons of any nature.

PROPOSED REVISIONS

No employee shall give any student prescription medication, non-prescription medication, herbal substances, anabolic steroids, or dietary supplements of any type, except as authorized by this or other District policy.

Medication Provided by Parent

The Superintendent shall designate the employees who are authorized to administer medication that has been provided by a student's parent. An authorized employee is permitted to administer the following medication in accordance with administrative regulations:

1. Prescription medication in accordance with legal requirements.
2. Nonprescription medication, upon a parent's written request, when properly labeled and in the original container.
3. Herbal substances or dietary supplements provided by the parent and only if required by the individualized education program or Section 504 plan for a student with disabilities.

Medication Provided by District

Except as provided by this policy, the District shall not purchase medication to administer to a student.

Epinephrine

The District authorizes school personnel who have agreed in writing and been adequately trained to administer an unassigned epinephrine auto-injector in accordance with law and this policy. Administration of epinephrine shall only be permitted when an authorized and trained individual reasonably believes a person is experiencing anaphylaxis.

On Campus

Authorized and trained individuals may administer an unassigned epinephrine auto-injector at any time to a person experiencing anaphylaxis on a school campus.

The District shall ensure that at each campus a sufficient number of authorized individuals are trained to administer epinephrine so that at least one trained individual is present on campus during all hours the campus is open. In accordance with state rules, the campus shall be considered open for this purpose during regular on-campus school hours and whenever school personnel are physically on site for school-sponsored activities.

Off-Campus

~~Authorized and trained individuals may administer an unassigned epinephrine auto-injector to a person experiencing anaphylaxis at an off-campus school event or while in transit to or from a school event when an unassigned epinephrine auto-injector is available.~~

WELLNESS AND HEALTH SERVICES
MEDICAL TREATMENT

FFAC
(LOCAL)

*Maintenance,
Availability, and
Training*

The Superintendent shall develop administrative regulations designating a coordinator to manage policy implementation and addressing annual training of authorized individuals in accordance with law; procedures for auto-injector use; and acquisition or purchase, maintenance, expiration, disposal, **and** availability of unassigned epinephrine auto-injectors at each campus, ~~at off-campus events, and while in transit to and from a school event.~~

Notice to Parents

In accordance with law, the District shall provide notice to parents regarding the epinephrine program, including notice of any change to or discontinuation of this program.

Psychotropics

Except as permitted by law, an employee shall not:

1. Recommend to a student or a parent that the student use a psychotropic drug;
2. Suggest a particular diagnosis; or
3. Exclude the student from a class or a school-related activity because of the parent's refusal to consent to psychiatric evaluation or examination or treatment of the student.

Medical Treatment

A student's parent, legal guardian, or other person having lawful control shall annually complete and sign a form that provides emergency information and addresses authorization regarding medical treatment. A student who has reached age 18 shall be permitted to complete this form.

The District shall seek appropriate emergency care for a student as required or deemed necessary.

PROPOSED REVISIONS

Extracurricular Activity Absences

The District shall make no distinction between absences for UIL activities and absences for other extracurricular activities approved by the Board. ~~A student shall be allowed in a school year ten extracurricular absences not related to post-district competition, five absences for post-district competition prior to state, and two absences for state competition.~~

~~Additional extracurricular activity absences may be approved at the discretion of the campus principal. In approving additional absences, the campus principal shall consider the student's disciplinary history, grades, and attendance records.~~

Eligibility

In addition to meeting the eligibility requirements of an organization sponsoring an extracurricular activity, students enrolled in weighted classes [see EIC(LOCAL)] in English language arts, mathematics, science, social studies, and languages other than English must maintain an average of 70 or above on a scale of 100 in each class to participate in extracurricular activities.

Use of District Facilities

School-sponsored student groups may use District facilities with prior approval of the appropriate administrator. Other student groups may use District facilities in accordance with policy FNAB.

DELETE POLICY

**Transportation for
Student Travel**

Students who participate in school-sponsored trips shall be required to use transportation provided by the District to and from the event, except as otherwise permitted in administrative regulations.

**In-State Overnight
Trips**

Any in-state overnight trips taken by student organizations and other student groups shall require approval from the Superintendent.

Out-of-State Trips

Any out-of-state trips taken by student organizations or other student groups shall require approval from the Board.

ADD POLICY

**Student Expression
of Religious
Viewpoints**

The District shall treat a student's voluntary expression of a religious viewpoint, if any, on an otherwise permissible subject in the same manner the District treats a student's voluntary expression of a secular or other viewpoint on an otherwise permissible subject and shall not discriminate against the student based on a religious viewpoint expressed by the student on an otherwise permissible subject.

**Student Speakers at
Nongraduation
Events**

The District hereby creates a limited public forum for student speakers at all school events at which a student is to publicly speak. For each speaker, the District shall set a maximum time limit reasonable and appropriate to the occasion.

For purposes of this policy, a "school event" is a school-sponsored event or activity that does not constitute part of the required instruction for a segment of the school's curriculum, regardless of whether the event takes place during or after the school day.

For purposes of this policy, "to publicly speak" means to address an audience at a school event using the student's own words. A student is not using his or her own words when the student is reading or performing from an approved script, is delivering a message that has been approved in advance or otherwise supervised by school officials, or is making brief introductions or announcements.

**Introductory
Speakers**

Student speakers shall be given a limited public forum to introduce:

1. [List events that student speakers may introduce. Specify events by campus level, e.g., "high school football games."]

The forum shall be limited in the manner provided by this section on nongraduation events.

*Eligibility and
Selection*

Students are eligible to use the limited public forum if they:

1. Are in the highest two grade levels of the school,
2. Volunteer, and
3. Are not in a disciplinary placement at the time of the speaking event.

Eligible students who wish to volunteer shall submit their names to the campus principal during the first full week of instruction each semester. Students are not eligible to volunteer if they are in a disciplinary placement during any part of the first full week of instruction. If there are no student volunteers, the District shall seek volunteers again at the beginning of the next semester.

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT EXPRESSION

FNA
(LOCAL)

	<p>The names of the students who volunteer to speak shall be randomly drawn until all names have been selected; the names shall be listed in the order drawn.</p>
<p><i>Assignment of Introductory Speakers</i></p>	<p>Each selected student shall be matched chronologically to the single event for which the student shall give the introduction. The list of student speakers shall be chronologically repeated as needed, in the same order. If no students volunteer or if the selected speaker declines or becomes ineligible, no student introduction will be made at the event.</p> <p>The District shall repeat the selection process at the beginning of each semester.</p>
<p><i>Content of Student Introductions</i></p>	<p>The subject of the student introductions shall relate to the purpose of introducing the designated event. The student must stay on the subject. The student may not engage in speech that:</p> <ul style="list-style-type: none">• Is obscene, vulgar, offensively lewd, or indecent;• Creates reasonable cause to believe that the speech would result in material and substantial interference with school activities or the rights of others;• Promotes illegal drug use;• Violates the intellectual property rights, privacy rights, or other rights of another person;• Contains defamatory statements about public figures or others; or• Advocates imminent lawless action and is likely to incite or produce such action. <p>The District shall treat a student's voluntary expression of a religious viewpoint, if any, on an otherwise permissible subject in the same manner the District treats a student's voluntary expression of a secular or other viewpoint on an otherwise permissible subject and shall not discriminate against the student based on a religious viewpoint expressed by the student on an otherwise permissible subject.</p>
<p><i>Disclaimer</i></p>	<p>For as long as there is a need to dispel confusion over the fact that the District does not sponsor the student's speech, at each event in which a student shall deliver an introduction, a disclaimer shall be stated in written or oral form, or both, such as, "The student giving the introduction for this event is a volunteering student selected on neutral criteria to introduce the event. The content of the introduction is the private expression of the student and does not reflect the endorsement, sponsorship, position, or expression of the District."</p>

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT EXPRESSION

FNA
(LOCAL)

Other Student
Speakers

Certain students who have attained special positions of honor in the school have traditionally addressed school audiences from time to time as a tangential component of their achieved positions of honor, such as the captains of various sports teams, student council officers, class officers, homecoming kings and queens, prom kings and queens, and the like, and have attained their positions based on neutral criteria. Nothing in this policy eliminates the continuation of the practice of having these students, regardless of grade level, address school audiences in the normal course of their respective positions. The District shall create a limited public forum for the speakers and shall treat a student's voluntary expression of a religious viewpoint, if any, on an otherwise permissible subject in the same manner the District treats a student's voluntary expression of a secular or other viewpoint on an otherwise permissible subject and shall not discriminate against a student based on a religious viewpoint expressed by the student on an otherwise permissible subject.

**Student Speakers at
Graduation
Ceremonies**

Opening and
Closing Remarks

The District hereby creates a limited public forum consisting of an opportunity for a student to speak to begin graduation ceremonies and another student to speak to end graduation ceremonies. For each speaker, the District shall set a maximum time limit reasonable and appropriate to the occasion.

The forum shall be limited in the manner provided by this section on student speakers at graduation.

Eligibility

Only students who are graduating and who hold one of the following positions of honor based on neutral criteria shall be eligible to use the limited public forum: [list students who may give opening or closing remarks such as student council officers, class officers of the graduating class, or the top three academically ranked graduates. (The District may add to or remove from this list)]. A student who shall otherwise have a speaking role in the graduation ceremonies is ineligible to give the opening and closing remarks. Students who are eligible shall be notified and given an opportunity to volunteer. Students are not eligible to volunteer if they were in a disciplinary placement during any part of the spring semester.

The names of the eligible students who volunteer shall be randomly drawn. The student whose name is drawn first shall give the opening and the student whose name is drawn second shall give the closing.

*Content of
Opening and
Closing Remarks*

The topic of the opening and closing remarks shall be related to the purpose of the graduation ceremony and to the purpose of marking the opening and closing of the event; honoring the occasion, the participants, and those in attendance; bringing the

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT EXPRESSION

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audience to order; and focusing the audience on the purpose of the event.

Other Student
Speakers

In addition to the students giving the opening and closing remarks, the valedictorian and [list other students who have attained special positions of honor based on neutral criteria] may have speaking roles at graduation ceremonies. For each speaker, the District shall set a maximum time limit reasonable and appropriate to the occasion and to the position held by the speaker. For this purpose, the District creates a limited public forum for these students to deliver the addresses. The subject of the addresses shall be related to the purpose of the graduation ceremony, marking and honoring the occasion, honoring the participants and those in attendance, and the student's perspective on purpose, achievement, life, school, graduation, and looking forward to the future.

The student shall stay on the subject, and the student shall not engage in speech that:

- Is obscene, vulgar, offensively lewd, or indecent;
- Creates reasonable cause to believe that the speech would result in material and substantial interference with school activities or the rights of others;
- Promotes illegal drug use;
- Violates the intellectual property rights, privacy rights, or other rights of another person;
- Contains defamatory statements about public figures or others; or
- Advocates imminent lawless action and is likely to incite or produce such action.

The District shall treat a student's voluntary expression of a religious viewpoint, if any, on an otherwise permissible subject in the same manner the District treats a student's voluntary expression of a secular or other viewpoint on an otherwise permissible subject and shall not discriminate against the student based on a religious viewpoint expressed by the student on an otherwise permissible subject.

Disclaimer

A written disclaimer shall be printed in the graduation program that states, "The students who shall be speaking at the graduation ceremony were selected based on neutral criteria to deliver messages of the students' own choices. The content of each student speaker's message is the private expression of the individual student and

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT EXPRESSION

FNA
(LOCAL)

does not reflect the endorsement, sponsorship, position, or expression of the District."

**Religious
Expression in Class
Assignments**

A student may express his or her beliefs about religion in homework, artwork, and other written and oral assignments free from discrimination based on the religious content of the student's submission. Homework and classroom work shall be judged by ordinary academic standards of substance and relevance and against other legitimate pedagogical concerns identified by the school. A student shall not be penalized or rewarded because of religious content. If a teacher's assignment involves writing a poem, the work of a student who submits a poem in the form of a prayer (for example, a psalm) should be judged on the basis of academic standards, including literary quality, and not penalized or rewarded because of its religious content.

**Freedom to Organize
Religious Groups
and Activities**

Students may organize prayer groups, religious clubs, "see you at the pole" gatherings, and other religious gatherings before, during, and after school to the same extent that students are permitted to organize other noncurricular student activities and groups. [See FNAB] Religious groups shall be given the same access to school facilities for assembling as is given to other noncurricular groups, without discrimination based on the religious content of the group's expression. If student groups that meet for nonreligious activities are permitted to advertise or announce the groups' meetings, for example, by advertising in a student newspaper, putting up posters, making announcements on a student activities bulletin board or public address system, or handing out leaflets, school authorities shall not discriminate against groups that meet for prayer or other religious speech. School authorities may disclaim sponsorship of noncurricular groups and events, provided the disclaimer is administered in a manner that does not favor or disfavor groups that meet to engage in prayer or other religious speech.

PROPOSED REVISIONS

For purposes of the Equal Access Act, the District has **not** established a limited open forum for secondary school students ~~enrolled in the District. Each District secondary school campus shall offer an opportunity for noncurriculum-related student groups~~ to meet on school premises during noninstructional time.

The District has not established a limited public forum for elementary school students to meet as noncurriculum-related student groups on school premises during noninstructional time. [See GKD for community access]

[For student activities sponsored by the District and having subject matter and purposes directly related to the school's curriculum, see FM]

Sponsorship

~~Noncurriculum-related student groups shall not be sponsored by the District and shall in no way imply to students or to the public that they are school sponsored. All letterheads, flyers, posters, or other communications that identify the group shall contain a disclaimer of such sponsorship.~~

~~District personnel shall not promote, lead, or participate in the meetings of noncurriculum-related student groups.~~

~~[For student activities sponsored by the District and having subject matter and purposes directly related to the school's curriculum, see FM]~~

Requests

~~To receive permission to meet on school premises during noninstructional time, interested students shall file a written request with the principal on a form provided by the District.~~

~~The students making the request shall indicate that they have read and understand the policies and rules governing nonsponsored, noncurriculum-related student groups and that the group will abide by those rules.~~

Approval

~~The principal shall approve or reject the request within seven school days, subject to the availability of suitable meeting space and without regard to the religious, political, philosophical, or other content of the speech likely to be associated with the group's meetings.~~

~~Approval to meet as a nonsponsored, noncurriculum-related group shall be granted for one school year at a time, subject to the provisions of this policy.~~

Meetings

STUDENT EXPRESSION
USE OF SCHOOL FACILITIES FOR NONSCHOOL PURPOSES

FNAB
(LOCAL)

~~The principal shall designate noninstructional time for meetings of nonsponsored, noncurriculum-related student groups and shall assign each approved group an appropriate location and time.~~

Employee Monitor

~~The principal shall assign a District employee to attend and monitor each student group meeting. Monitors shall be present at meetings and activities in a nonparticipatory capacity to maintain order and protect school property.~~

~~No employee shall be required to monitor meetings at which the content of the speech would be objectionable to the employee.~~

Announcements and Publicity

~~All nonsponsored, noncurriculum-related student groups shall be given access on the same basis for making announcements and publicizing their meetings and activities, in accordance with guidelines developed by the principal.~~

~~[For distribution of nonschool materials, see FNAA]~~

Violations

~~Failure of a student group to comply with applicable rules may result in loss of the right to meet on school premises.~~

~~In addition, students who violate applicable rules are subject to disciplinary action in accordance with the Student Code of Conduct.~~

Appeals

~~Decisions made by the administration in accordance with this policy may be appealed in accordance with FNG(LOCAL).~~

PROPOSED REVISIONS

The District has established a limited open forum for nonschool use of District facilities in accordance with this policy.

The District shall provide equal access to youth groups designated in federal law, including the Boy Scouts, as it provides to other nonschool users of District facilities. [See Patriotic Societies in GKD(LEGAL)]

Scope of Use

The District shall permit nonschool use of designated District facilities for educational, recreational, civic, or social activities only when the request for such use is made by a District resident affiliated with an organization and when these activities do not conflict with school use or with this policy.

Approval shall not be granted for any purpose that would damage District property or to any group that has damaged District property.

Note: See the following policies for other information regarding facilities use:

- Use by employee professional organizations: DGA
- Use of facilities for school-sponsored and school-related activities: FM
- Use by noncurriculum-related student groups: FNAB
- Use by District-affiliated school-support organizations: GE

Nonprofit Fundraising

The District shall permit nonprofit organizations not affiliated with the District to conduct fundraising events on District property.

For-Profit Use

The District shall not permit individuals or for-profit organizations to use its facilities for financial gain.

Campaign-Related Use

Except to the extent that a District facility is used as an official polling place, District facilities shall not be available for use by individuals or groups for political advertising, campaign communications, or electioneering, as those terms are used in state law.

Scheduling

Requests for nonschool use of District facilities shall be considered on a first-come, first-served basis.

Academic and extracurricular activities sponsored by the District shall always have priority when any use is scheduled. [See FM] The principal shall have authority to cancel a scheduled nonschool use if an unexpected conflict arises with a District activity.

Approval of Use	The principal is authorized to approve a nonschool use of facilities on a school campus. The athletic director is authorized to approve nonschool use of District athletic facilities. The Superintendent is authorized to approve a nonschool use of all other District facilities except athletic facilities. The athletic director is authorized to approve nonschool use of District athletic facilities.
Exception	No approval shall be required for nonschool-related recreational use of the District's unlocked, outdoor recreational facilities, such as the track, playgrounds, tennis courts, and the like, when the facilities are not in use by the District or for a scheduled nonschool purpose.
Emergency Use	In case of emergencies or disasters, the Superintendent may authorize the use of District facilities by civil defense, health, or emergency service authorities.
Use Agreement	Any organization or individual approved for a nonschool use of District facilities shall be required to complete a written agreement indicating receipt and understanding of this policy and any applicable administrative regulations, and acknowledging that the District is not liable for any personal injury or damages to personal property related to the nonschool use.
Fees for Use	Nonschool users shall be charged a fee for the use of designated District facilities. The Superintendent shall establish and publish a schedule of fees based on the cost of the physical operation of the facilities, as well as any applicable personnel costs for supervision, custodial services, food services, security, and technology services.
Exceptions	Fees shall not be charged when District facilities are used: <ol style="list-style-type: none">1. For public meetings sponsored by state or local governmental agencies; or2. By District employee professional organizations [see DGA].; or3. For nonschool uses scheduled during the first hour following the end of the instructional day.
Required Conduct	Persons or groups using District facilities shall: <ol style="list-style-type: none">1. Conduct business in an orderly manner.2. Abide by all laws and policies, including but not limited to those prohibiting the use, sale, or possession of alcoholic beverages, illegal drugs, and firearms, and the use of tobacco products or e-cigarettes on school property. [See GKA]

COMMUNITY RELATIONS
NONSCHOOL USE OF SCHOOL FACILITIES

GKD
(LOCAL)

3. Make no alteration, temporary or permanent, to school property without prior written consent from the Superintendent.

All groups using District facilities shall be responsible for the cost of repairing any damages incurred during use and shall be required to indemnify the District for the cost of any such repairs.

PROPOSED REVISIONS

Distribution of Nonschool Literature Permitted

Written or printed materials, handbills, photographs, pictures, films, tapes, or other visual or auditory materials not sponsored by the District or by a District-affiliated school-support organization shall not be sold, circulated, distributed, or posted on any District premises by any District employee or by persons or groups not associated with the District, except in accordance with this policy.

The District shall not be responsible for, nor shall the District endorse, the contents of any nonschool literature distributed on any District premises.

[See CPAB regarding use of the District's internal mail system and FNAA regarding distribution of nonschool literature by students.]

Limitations on Content

Nonschool literature shall not be distributed on District property if:

1. The materials are obscene, vulgar, or otherwise inappropriate for the age and maturity of the audience.
2. The materials endorse actions endangering the health or safety of students.
3. The materials promote illegal use of drugs, alcohol, or other controlled substances.
4. The distribution of such materials would violate the intellectual property rights, privacy rights, or other rights of another person.
5. The materials contain defamatory statements about public figures or others.
6. The materials advocate imminent lawless or disruptive action and are likely to incite or produce such action.
7. The materials are hate literature or similar publications that scurrilously attack ethnic, religious, or racial groups or contain content aimed at creating hostility and violence, and the materials would materially and substantially interfere with school activities or the rights of others.
8. There is reasonable cause to believe that distribution of the nonschool literature would result in material and substantial interference with school activities or the rights of others.

Prior Review

All nonschool literature intended for distribution on school campuses or other District premises under this policy shall be submitted to the ~~Superintendent~~ principal for prior review in accordance with the following:

NONSCHOOL USE OF SCHOOL FACILITIES
DISTRIBUTION OF NONSCHOOL LITERATURE

GKDA
(LOCAL)

1. Materials shall include the name of the person or organization sponsoring the distribution.
2. Using the standards found in this policy at Limitations on Content, the ~~Superintendent~~ principal shall approve or reject submitted materials within two school days of the time the materials were received.

Exceptions to Prior Review

Prior review shall not be required for distribution of nonschool literature in the following circumstances:

1. Distribution of materials by an attendee to other attendees at a school-sponsored meeting intended for adults and held after school hours;
2. Distribution of materials by an attendee to other attendees at a community group meeting held in accordance with GKD(LOCAL) or a noncurriculum-related student group meeting held in accordance with FNAB(LOCAL); or
3. Distribution for electioneering purposes during the time a school facility is being used as a polling place in accordance with state law [see BBBA].

All nonschool literature distributed under these exceptions shall be removed from District property immediately following the event at which the materials were distributed.

Even when prior review is not required, all other provisions of this policy shall apply.

Time, Place, and Manner Restrictions

Each campus principal shall designate times, locations, and means by which nonschool literature that is appropriate for distribution, as provided in this policy, may be made available or distributed to students or others at the principal's campus.

The Superintendent shall designate times, locations, and means for distribution of nonschool literature at District facilities other than school campuses, in accordance with this policy.

Violations of Policy

Failure to comply with this policy regarding distribution of nonschool literature shall result in appropriate administrative action, including but not limited to confiscation of nonconforming materials and/or suspension of use of District facilities. Appropriate law enforcement officials may be called if a person refuses to comply with this policy or fails to leave the premises when asked. [See GKA]

Appeals

Decisions made by the administration in accordance with this policy may be appealed in accordance with the appropriate District complaint policy. [See DGBA or GF]



LONE OAK ISD

POLICY REVIEW SESSION — [DATE] SUMMARY OF RECOMMENDATIONS

Date sent to district: February 21, 2022

Consultant: Carolyn Austin

I have prepared this summary to detail the recommendations for changes that were discussed by the staff and/or the board during the recent review of the district’s localized policy manual. Copies of all proposed changes are enclosed.

As we discussed during the review session, once the district notifies me of its decisions regarding the proposed changes—by checking the appropriate blanks in the DISTRICT’S RESPONSE column, attaching any relevant material, and returning this document—I will make the appropriate changes to our files.

Please confirm these options by checking the appropriate box:

Adoption	<input type="checkbox"/> The district will adopt all local policies, including both policies recommended for revision and policies that will not be revised, in a stem-to-stern readoption of the manual.	138
	<input type="checkbox"/> The district will adopt only local policies that have been revised.	
Printing	<input type="checkbox"/> The district requests one complete printed copy of the revised manual printed on (check one) ____ blue or ____ white paper.	
	<input type="checkbox"/> The district requests printed copies on (check one) ____ blue or ____ white paper of only the local policies that have been revised.	
	<input type="checkbox"/> The district requests one complete PDF of the revised manual.	
	<input type="checkbox"/> The district requests PDFs only of the local policies that have been revised.	
Binder	<input type="checkbox"/> The district requests new binders and dividers for the manual.	

As always, please call me at (800) 580-7529 if you have any questions.

CODE	RECOMMENDATION	ACTION	DISTRICT'S RESPONSE
AF(LOCAL)	The enclosed revision is recommended to update the URL for the district's innovation plan. This URL will be updated at all policies affected by the plan.	REVISE per enclosed policy	<input type="checkbox"/> YES or <input type="checkbox"/> NO
BBB(LOCAL)	The enclosed revisions are recommended to refer only to future election cycles.	REVISE per enclosed policy	<input type="checkbox"/> YES or <input type="checkbox"/> NO
BQA(LOCAL)	The enclosed revisions are recommended to reflect the operations of the district site-based decision-making team.	REVISE per enclosed policy	<input type="checkbox"/> YES or <input type="checkbox"/> NO
BQB(LOCAL)	The enclosed revisions are recommended to reflect the operations of the campus site-based decision-making committees.	REVISE per enclosed policy	<input type="checkbox"/> YES or <input type="checkbox"/> NO
CB(LOCAL)	The enclosed revisions are recommended to indicate that: <ul style="list-style-type: none"> • The district shall provide public notice of federal grant applications through an information item at a board meeting; and • Grant and award plans shall be approved by the superintendent. 	REVISE per enclosed policy	<input type="checkbox"/> YES or <input type="checkbox"/> NO
CDA(LOCAL)	The enclosed revision is recommended to reflect that the district monitors its investment portfolio monthly or more often as warranted by market conditions.	REVISE per enclosed policy	<input type="checkbox"/> YES or <input type="checkbox"/> NO

CODE	RECOMMENDATION	ACTION	DISTRICT'S RESPONSE
CDC(LOCAL)	The enclosed revisions are recommended to require an employee to obtain supervisor approval before engaging in any web-based fund-raising activity, such as GoFundMe, for funds or items for use by the employee in fulfilling his or her professional responsibilities.	REVISE per enclosed policy	<input type="checkbox"/> YES or <input type="checkbox"/> NO
CV(LOCAL)	The enclosed revisions are recommended to allow the board's designee (usually the superintendent) to approve change orders to construction contracts.	REVISE per enclosed policy	<input type="checkbox"/> YES or <input type="checkbox"/> NO
DC(LOCAL)	The enclosed revisions are recommended to indicate that the board retains authority for employing contractual personnel at the level of campus principal or above and delegates authority to the superintendent to employ all other contractual personnel and at-will employees.	REVISE per enclosed policy	<input type="checkbox"/> YES or <input type="checkbox"/> NO
DCB(LOCAL)	The enclosed revisions are recommended to remove the list of positions for which the district offers Chapter 21 contracts when neither the SBEC nor the district requires certification for the positions because the district now offers non-Chapter 21 contracts for the positions listed in the district's existing policy.	REVISE per enclosed policy	<input type="checkbox"/> YES or <input type="checkbox"/> NO
DCE(LOCAL)	The enclosed revisions are recommended to update the list of positions for which the district offers non-Chapter 21 contracts.	REVISE per enclosed policy	<input type="checkbox"/> YES or <input type="checkbox"/> NO

CODE	RECOMMENDATION	ACTION	DISTRICT'S RESPONSE
DEAB(LOCAL)	The enclosed revisions are recommended to reflect the district's current practice of paying nonexempt employees who normally work 36 hours per week additional pay at the employees' regular hourly rates when working more than 36 but not more than 40 hours in a week.	REVISE per enclosed policy	<input type="checkbox"/> YES or <input type="checkbox"/> NO
DEC(LOCAL)	The enclosed revisions are recommended to delete redundant provisions regarding use of local leave.	REVISE per enclosed policy	<input type="checkbox"/> YES or <input type="checkbox"/> NO
DMA(LOCAL)	The enclosed policy is recommended for deletion from your manual because provisions regarding staff development equivalency would be more appropriately addressed in administrative regulations, such as the employee handbook.	DELETE enclosed policy	<input type="checkbox"/> YES or <input type="checkbox"/> NO
DNA(LOCAL)	The enclosed revisions are recommended to add that a teacher eligible for less-than-annual appraisal must be assigned in his or her certification area.	REVISE per enclosed policy	<input type="checkbox"/> YES or <input type="checkbox"/> NO
EHAD(LOCAL)	The enclosed policy is necessary for districts that provide on school property a hunter education course using real but unloaded firearms and is recommended for inclusion in your manual.	ADD enclosed policy	<input type="checkbox"/> YES or <input type="checkbox"/> NO
EI(LOCAL)	The enclosed revisions are recommended to indicate that the district does not issue certificates of coursework completion to students who have met local requirements for graduation but have not met state testing requirements.	REVISE per enclosed policy	<input type="checkbox"/> YES or <input type="checkbox"/> NO

CODE	RECOMMENDATION	ACTION	DISTRICT'S RESPONSE
EIA(LOCAL)	<p>The enclosed revisions are recommended to indicate that a student may not redo an assignment for which the student received a failing grade.</p> <p>cfa 2/21/22: Please consider this revision carefully. Some assignments (research papers, portfolios, projects) are major grades. I would be more comfortable with leaving the policy as is and using your grading guidelines to indicate that a student may not redo a daily in-class or homework assignment, or may not redo an assignment that constitutes less than 20 percent of their six-week grade (or whatever language you're comfortable with).</p>	REVISE per enclosed policy	<input type="checkbox"/> YES or <input type="checkbox"/> NO
EIC(LOCAL)	<p>The enclosed revisions are recommended to:</p> <ul style="list-style-type: none"> • Add a new category in the weighting of courses for the class rank calculation for courses with modified TEKS; and • Change the district's treatment of transfer credits beginning with the graduating class of 2026. <p>cfa 2/21/22: Please let me know how the Modified courses should be weighted in the chart for GPA conversion.</p>	REVISE per enclosed policy	<input type="checkbox"/> YES or <input type="checkbox"/> NO
EIE(LOCAL)	The enclosed revisions are recommended to revise the district's promotion standards.	REVISE per enclosed policy	<input type="checkbox"/> YES or <input type="checkbox"/> NO

CODE	RECOMMENDATION	ACTION	DISTRICT'S RESPONSE
EIF(LOCAL)	<p>The enclosed revisions are recommended to:</p> <ul style="list-style-type: none"> • Allow a student to complete the foundation program <i>with</i> an endorsement without parent permission, in accordance with current district practice. [Please note that a student must still have parent permission to complete the foundation program <i>without</i> an endorsement, in accordance with law.] • Require a student to complete two additional credits beyond the number mandated by the state for graduation under the foundation program with an endorsement and the foundation program with the distinguished level of achievement. 	REVISE per enclosed policy	<input type="checkbox"/> YES or <input type="checkbox"/> NO
FDA(LOCAL)	<p>The enclosed revisions are recommended to:</p> <ul style="list-style-type: none"> • Allow a student who becomes a nonresident to complete the semester (rather than the year) in a district school; • Reflect the district's innovation plan provisions regarding revocation of transfer agreements during the school year; and • Remove special provisions regarding tuition, which would be more appropriate to address when the board establishes tuition guidelines. 	REVISE per enclosed policy	<input type="checkbox"/> YES or <input type="checkbox"/> NO
FEF(LOCAL)	<p>The enclosed policy is recommended for deletion from your manual because provisions regarding release time for students are already—and more appropriately—addressed in your student handbook.</p>	DELETE enclosed policy	<input type="checkbox"/> YES or <input type="checkbox"/> NO

CODE	RECOMMENDATION	ACTION	DISTRICT'S RESPONSE
FFAC(LOCAL)	The enclosed revisions are recommended to remove provisions regarding administration of unassigned epinephrine auto-injectors at off-campus events and while in transit to and from a school event.	REVISE per enclosed policy	<input type="checkbox"/> YES or <input type="checkbox"/> NO
FM(LOCAL)	The enclosed revisions are recommended to: <ul style="list-style-type: none"> • Allow a student to participate in competitions in board-approved extracurricular activities so long as the student meets eligibility requirements; and • Articulate local eligibility requirements for grades in certain weighted courses for participation in competition in addition to the requirements of the sponsoring organization. 	REVISE per enclosed policy	<input type="checkbox"/> YES or <input type="checkbox"/> NO
FMG(LOCAL)	The enclosed policy is recommended for deletion from your manual because approval for student travel would be more appropriately addressed in administrative regulations.	DELETE enclosed policy	<input type="checkbox"/> YES or <input type="checkbox"/> NO
FNA(LOCAL)	The enclosed policy is recommended for inclusion in your manual to meet the requirements of the 2007 Religious Antidiscrimination Act. cfa 2/21/22: Please let me know how to address the highlighted areas in the attached policy so I can create a final version for presentation to your board.	ADD enclosed policy	<input type="checkbox"/> YES or <input type="checkbox"/> NO
FNAB(LOCAL)	The enclosed revisions are recommended to indicate that the district shall not allow noncurriculum-related student groups to meet on school premises.	REVISE per enclosed policy	<input type="checkbox"/> YES or <input type="checkbox"/> NO

CODE	RECOMMENDATION	ACTION	DISTRICT'S RESPONSE
GKD(LOCAL)	The enclosed revisions are recommended to reflect the district's current practices regarding use of school facilities by community members and organizations.	REVISE per enclosed policy	<input type="checkbox"/> YES or <input type="checkbox"/> NO
GKDA(LOCAL)	The enclosed revisions are recommended to indicate that the campus principal is responsible for review prior to distribution of nonschool literature from community members or organizations.	REVISE per enclosed policy	<input type="checkbox"/> YES or <input type="checkbox"/> NO

PROPOSED REVISIONS

Note: This local policy has been revised in accordance with the District's [innovation plan](#).¹

**Selecting a
Depository**

The Superintendent or designee shall have the authority to determine the method of selecting a depository in accordance with BDAE(LEGAL).

In accordance with the District's innovation plan, the District shall be exempt from the requirement to review depository banking services every six years. The District shall solicit bids for depository banking services when operational or financial conditions merit reconsideration of existing depository banking services.

Allowable Collateral

Eligible securities for collateralization of deposits are those defined as "eligible securities" by the Public Funds Collateral Act.

**Monitoring
Collateral Adequacy**

The District shall require monthly reports with market values of pledged securities from all financial institutions with which the District has collateralized deposits. The investment officers shall monitor adequacy of collateralization levels to verify market values and total collateral positions.

**Release of Pledged
Securities**

The investment officer or designee shall approve in writing the release or substitution of any securities pledged to the District that are being held by any organization.

¹ Innovation Plan: <https://www.loisd.net>

PROPOSED POLICY

Note: This local policy has been revised in accordance with the District's [innovation plan](#).¹

District-Level Committee

In accordance with the District's innovation plan, the District is exempt from the state law that generally requires school districts to establish a district-level planning and decision-making process. The Board or its designee shall create an alternative procedure, including a committee or committees, as appropriate, to establish and review the District's educational goals, objectives, and major District-wide classroom instructional programs identified by the Board or its designee, including amendment, rescission, or renewal of the District's local innovation plan. [See AF]

¹ Innovation Plan: <https://www.loisd.net>

PROPOSED POLICY

Note: This local policy has been revised in accordance with the District's [innovation plan](#).¹

Campus-Level Committee

In accordance with the District's innovation plan, the District is exempt from the state law that generally requires school districts to establish a campus-level planning and decision-making process. The District shall establish an alternative planning and decision-making process for campus-level programs, including a committee or committees.

¹ Innovation Plan: <https://www.loisd.net>

PROPOSED REVISIONS

Note: This local policy has been revised in accordance with the District's [innovation plan](#).¹

Updating Credentials	All employees who have earned certificates, endorsements, or degrees of higher rank since the previous school year shall file with the District:0) <ol style="list-style-type: none">1. An official college transcript showing the highest degree earned and date conferred.2. Proof of the certificate or endorsement.
Contract Personnel	The Superintendent or designee shall ensure that contract personnel possess valid credentials before issuing contracts.
State Teacher Certification	In accordance with the District's innovation plan, the District is exempt from the state law that generally requires school districts to hire teachers who are certified by the State Board for Educator Certification. State certification shall not be required for teachers of secondary general education, career and technology (CTE), and dual credit courses, particularly hard to fill positions in languages other than English, mathematics, and science . In addition, the Superintendent shall have the authority to permit a certified teacher to teach up to one courses in a subject outside his or her certified field(s). All other teaching assignments shall require certification in accordance with state law. [See DK]
Social Security Number	The District shall not use an employee's social security number as an employee identifier, except for tax purposes [see DC]. In accordance with law, the District shall keep an employee's social security number confidential.

¹ Innovation Plan: https://www.loisd.net/http://loisd.ss11.sharpschool.com/UserFiles/Servers/Server_276878/File/Dist.%20of%20Innovation%20Plan-Adopted.pdf

PROPOSED REVISIONS

Note: This local policy has been revised in accordance with the District's [innovation plan](#).ⁱ

	<p>The Superintendent shall recommend an annual compensation plan for all District employees. The compensation plan may include wage and salary structures, stipends, benefits, and incentives. [See also DEAA] The recommended plan shall support District goals for hiring and retaining highly qualified employees. The Board shall review and approve the compensation plan to be used by the District. The Board shall also determine the total compensation package for the Superintendent. [See BJ series]</p>
Pay Administration	<p>The Superintendent shall implement the compensation plan and establish procedures for plan administration consistent with the budget. The Superintendent or designee shall classify each job title within the compensation plan based on the qualifications, duties, and market value of the position.</p>
Annualized Salary	<p>The District shall pay all salaried employees over 12 months in equal monthly or bimonthly installments, regardless of the number of months employed during the school year. Salaried employees hired during the school year shall be paid in accordance with administrative regulations.</p>
Retire / Rehire Minimum Salary	<p>In accordance with the District's innovation plan, the District is exempt from state law requiring the District to pay a rehired retired teacher the minimum salary pay of an educator.</p>
Pay Increases	<p>The Superintendent shall recommend to the Board an amount for employee pay increases as part of the annual budget. The Superintendent or designee shall determine pay adjustments for individual employees, within the approved budget following established procedures.</p>
<i>Mid-Year Pay Increases</i>	<p>A contract employee's pay may be increased after performance on the contract has begun only if authorized by the compensation plan of the District or there is a change in the employee's job assignment or duties during the term of the contract that warrants additional compensation. Any such changes in pay that do not conform with the compensation plan shall require Board approval. [See DEA(LEGAL) for provisions on pay increases and public hearing requirements]</p>
Contract Employees	
Noncontract Employees	<p>The Superintendent may grant a pay increase to a noncontract employee after duties have begun because of a change in the employee's job assignment or to address pay equity. The</p>

COMPENSATION AND BENEFITS
COMPENSATION PLAN

DEA
(LOCAL)

Superintendent shall report any such pay increases to the Board at the next regular meeting.

Pay During Closing

If the Board chooses to pay employees during an emergency closure for which the workdays are not scheduled to be made up at a later date, then that authorization shall be by resolution or other Board action and shall reflect the purpose served by the expenditure. [See EB for the authority to close schools]

ⁱ Innovation Plan: <https://www.loisd.net>

PROPOSED REVISIONS

Note: This local policy has been revised in accordance with the District's [innovation plan](#).¹

Superintendent's Authority

All personnel are employed subject to assignment and reassignment by the Superintendent or designee when the Superintendent determines that the assignment or reassignment is in the best interest of the District. Reassignment shall be defined as a transfer to another position, department, or facility that does not necessitate a change in the employment contract of a contract employee. Any change in an employee's contract shall be in accordance with policy DC.

Any employee may request reassignment within the District to another position for which he or she is qualified.

Campus Assignments

The principal's criteria for approval of campus assignments and reassignments shall be consistent with District policy regarding equal opportunity employment, and with staffing patterns approved in the District and campus plans. [See BQ series] In exercising their authority to approve assignments and reassignments, principals shall work cooperatively with the central office staff to ensure the efficient operation of the District as a whole.

In accordance with the District's local innovation plan exemption regarding SBEC certification [see DBA], the Superintendent shall have the authority to approve a request by the principal for a qualified individual with experience in a field to teach a **secondary general education, career and technology (CTE), or dual credit courses, particularly hard to fill positions in languages other than English, mathematics, and science** ~~course~~. In addition, the Superintendent shall have the authority to approve the principal's request to assign a certified teacher to teach courses in ~~one~~ subject areas outside of his or her certified field(s). All other teaching assignments shall require certification in accordance with state law. [See DBA]

Supplemental Duties

Noncontractual supplemental duties for which supplemental pay is received may be discontinued by either party at any time. An employee who wishes to relinquish a paid supplemental duty may do so by notifying the Superintendent or designee in writing. Paid supplemental duties are not part of the District's contractual obligation to the employee, and an employee shall hold no expectation of continuing assignment to any paid supplemental duty.

Work Calendars and Schedules

ASSIGNMENT AND SCHEDULES

DK
(LOCAL)

Subject to the Board-adopted budget and compensation plan and in harmony with employment contracts, the Superintendent shall determine required work calendars for all employees. [See DC, EB]

Daily time schedules for all employees shall be determined by the Superintendent or designee and principals.

¹ Innovation Plan: <https://www.loisd.net>
http://loisd.ss11.sharpschool.com/UserFiles/Servers/Server_276878/File/Dist.%20of%20Innovation%20Plan-Adopted.pdf

PROPOSED POLICY

Note: This local policy has been revised in accordance with the District's [innovation plan](#).¹

Staff Development

In accordance with the District's innovation plan, the District is exempt from state law regarding staff development. The Superintendent shall develop guidelines for staff development that is responsive to local needs.

¹ Innovation Plan: <https://www.loisd.net>

PROPOSED REVISIONS

Note: This local policy has been revised in accordance with the District's [innovation plan](#).ⁱ

T-TESS

The District shall appraise teachers using the Texas Teacher Evaluation and Support System (T-TESS) in accordance with law and administrative regulations.

In accordance with the District's innovation plan, the District is exempt from the provisions in state law requiring the use of state-mandated assessment scores as one of the evaluation measures for teachers.

The Board shall approve a list of certified appraisers who can appraise a teacher in place of the teacher's supervisor.

Annual Appraisal

District teachers shall be appraised annually.

Exception

Teachers who are eligible for less frequent evaluations in accordance with law [see DNA(LEGAL)] and the local criteria established in this policy shall be appraised in accordance with the provisions below.

Less-Than-Annual

Eligibility

In addition to meeting the eligibility requirements in state rules, to be eligible for less-than-annual evaluations under the T-TESS, a teacher shall:0)

1. Be employed on an educator term contract;
2. Hold SBEC certification;
- ~~2.3.~~ **Be assigned in his or her certification area;**and
- ~~3.4.~~ Have been employed by the District for at least three years.

Frequency

Eligible teachers shall be appraised every two to five years.

During any school year when a complete appraisal is not scheduled for an eligible teacher, either the teacher or the principal may require that an appraisal be conducted by providing written notice to the other party.

A teacher's supervisor shall have the authority to return a teacher to the traditional appraisal cycle as a result of performance deficiencies documented in accordance with state rule.

Annual Review Process

In the years in which a T-TESS appraisal is not scheduled for an eligible teacher, the teacher shall participate in an annual review process that includes the elements listed in state rule.

The annual review process shall produce a written document to be presented to the teacher, signed by the teacher and supervisor, and maintained in the personnel file.

ⁱ Innovation Plan: <https://www.loisd.net>

PROPOSED REVISIONS

Note: This local policy has been revised in accordance with the District's [innovation plan](#).ⁱ

Loss of Class Time

The District shall not remove a student from a regularly scheduled class for tutoring or test preparation for more than ten percent of the school days on which the class is offered without a parent's written consent.

Interruptions

In accordance with the District's innovation plan, the District shall be exempt from the state law limiting interruptions for nonacademic activities, such as announcements, to once during a school day.

The District shall make reasonable announcements as necessary during class time for nonroutine activities and events.

~~The District shall limit nonacademic activities that interrupt and distract from the academic process and shall enforce the following restrictions:0)~~

~~Announcements, other than emergency announcements, shall be made over the public address system only once during the school day.~~

~~Selling or solicitation shall not be permitted during class time. [For fundraising activities, see FJ]~~

ⁱ Innovation Plan: <https://www.loisd.net>

PROPOSED REVISIONS

Note: This local policy has been revised in accordance with the District's [innovation plan](#).¹

Authority

The Superintendent is authorized to accept or reject any transfer requests, provided that such action is without regard to race, religion, color, sex, disability, national origin, or ancestral language.

A resident student who becomes a nonresident during the course of the school year shall be permitted to continue in attendance for the remainder of the ~~school year~~ **semester**.

Transfer Requests

A nonresident student wishing to transfer into the District shall file an application for transfer each school year with the Superintendent or designee. Transfers shall be granted for one regular school year at a time.

Factors

In approving transfers, the Superintendent or designee shall consider availability of space and instructional staff and the student's disciplinary history and attendance records.

Transfer Agreements

A transfer student shall be notified in the written transfer agreement that he or she must follow all rules and regulations of the District.

In accordance with the District's innovation plan, the District is exempt from state law requiring transfers to be for a one-year period. Therefore, violation of the terms of the agreement may result in revocation of the agreement during the school year or may result in a transfer request not being approved the following year.

~~Violation of the terms of the agreement may result in a transfer request not being approved the following year.~~

Tuition

If the District charges tuition, the amount shall be set by the Board within statutory limits.

~~Children of nonresident District employees shall be eligible to attend District schools tuition-free.~~

~~Any other nonresident student may enroll in the District tuition-free after August 1 if his or her intended domicile is being built inside the District as evidenced by a completed foundation and frame on or before August 1 of the current year.~~

Waivers

The Board may waive tuition for a student based on financial hardship upon written application by the student, parent, or guardian.
[See FP]

Nonpayment

The District may initiate withdrawal of students whose tuition payments are delinquent.

Appeals

Any appeals shall be made in accordance with FNG(LOCAL) and GF(LOCAL), as appropriate.

¹ Innovation Plan: <https://www.loisd.net/>

PROPOSED REVISIONS

Note: This local policy has been revised in accordance with the District's [innovation plan](#).¹

In accordance with the District's innovation plan, the District shall be exempt from the state law regarding minimum attendance for credit or a final grade for a student in kindergarten through grade 12.

In accordance with administrative procedures, factors including assignments, tests, projects, classroom activities, and other instructional activities shall be used to determine student mastery and the awarding of credit or a final grade. [See EIA]

~~This policy shall apply to a student who has not been in attendance for 90 percent of the days the class is offered.~~

**Absences
Considered**

~~Except as otherwise provided by law, all absences incurred while enrolled in the District shall be considered in determining whether a student has attended the required percentage of days under this policy.~~

**Attendance
Committees**

~~The Board shall establish an attendance committee or as many committees as necessary for efficient implementation of Education Code 25.092.~~

~~The Superintendent shall make the specific appointments in accordance with legal requirements.~~

**Parental Notice of
Excessive Absences**

~~A student and the student's parent or guardian shall be given written notice prior to and at such time when a student's attendance in any class drops below 90 percent of the days the class is offered.~~

**Methods for
Regaining Credit or
Awarding a Final
Grade**

~~When a student's attendance drops below 90 percent but remains at least at 75 percent of the days the class is offered, the student may earn credit for the class or a final grade by completing a plan approved by the principal. This plan must provide for the student to meet the instructional requirements of the class as determined by the principal.~~

~~If the student fails to successfully complete the plan, or when a student's attendance drops below 75 percent of the days the class is offered, the student, parent, or representative may request award of credit or a final grade by submitting a written petition to the appropriate attendance committee.~~

~~Petitions for credit or a final grade may be filed at any time the student receives notice but, in any event, no later than the last day of classes.~~

~~The attendance committee shall review the student's entire attendance record and the reasons for absences and shall determine whether to award credit or a final grade. The attendance committee may also, whether a petition is filed or not, review the records of all students whose attendance drops below 90 percent of the days the class is offered.~~

~~A student who has lost credit or has not received a final grade because of excessive absences may regain credit or be awarded a final grade by fulfilling the requirements established by the attendance committee.~~

Personal Illness

~~The principal or attendance committee may require verification from a health care provider in accordance with administrative regulations as a condition of classifying an absence for personal illness as one for which there are extenuating circumstances.~~

Best Interest Standard

~~In reaching consensus regarding a student's absences and how the student can be awarded credit or a final grade, the attendance committee shall attempt to ensure that its decision is in the best interest of the student. The Superintendent shall develop administrative regulations to document the attendance committee's decision.~~

Guidelines on Extenuating Circumstances

~~The attendance committee shall consider whether a student has mastered the essential knowledge and skills and maintained passing grades in the course or subject.~~

~~When makeup work is completed satisfactorily, the attendance committee shall consider extracurricular absences and other excused absences as days of attendance for award of credit or a final grade. [See FEA]~~

~~The attendance committee shall consider whether the reasons for the absences were out of the parent's or student's control and whether documentation for the absence is acceptable.~~

~~The student or parent shall be given an opportunity to present any information to the committee about the absences and to discuss ways to earn or regain credit or be awarded a final grade.~~

Imposing Conditions for Awarding Credit or a Final Grade

~~The attendance committee shall consider the student's unique circumstances and, if necessary, shall impose conditions for awarding credit or a final grade that permit the student to meet the instructional requirements of the class rather than assigning a student to attend a specified program for an amount of time equivalent to the student's absences. Conditions may include:0)~~

- ~~1. Maintaining attendance standards for the rest of the semester.~~
- ~~2. Completing additional assignments, as specified by the committee or teacher.~~
- ~~3. Attending tutorial sessions as scheduled.~~
- ~~4. Completing other instructional programs, as specified by the committee.~~
- ~~5. Taking an examination to earn credit. [See EHDB]~~

~~In all cases, the student must earn a passing grade in order to receive credit.~~

Appeal Process

~~A parent or student may appeal the decision of the attendance committee in accordance with FNG(LOCAL).~~

¹ Innovation Plan: <https://www.loisd.net/>

PROPOSED REVISIONS

Note: This local policy has been revised in accordance with the District's [innovation plan](#).ⁱ

Student Code of Conduct

The District's rules of discipline are maintained in the Board-adopted Student Code of Conduct and are established to support an environment conducive to teaching and learning.

Rules of conduct and discipline shall not have the effect of discriminating on the basis of gender, race, color, disability, religion, ethnicity, or national origin.

At the beginning of the school year and throughout the school year as necessary, the Student Code of Conduct shall be:0)

1. Posted and prominently displayed at each campus or made available for review in the principal's office, as required by law; and
2. Made available on the District's website and/or as a hard copy to students, parents, teachers, administrators, and others on request.

Revisions

Revisions to the Student Code of Conduct approved by the Board during the year shall be made available promptly to students and parents, teachers, administrators, and others.

Campus Behavior Coordinator

In accordance with the District's innovation plan, the District is exempt from the state law requiring that a single person at each campus be designated to serve as the campus behavior coordinator (CBC). Campus principals, assistant principals, and discipline coordinators shall fulfill discipline and behavior duties.

Extracurricular Standards of Behavior

With the approval of the principal and Superintendent, sponsors and coaches of extracurricular activities may develop and enforce standards of behavior that are higher than the District-developed Student Code of Conduct and may condition membership or participation in the activity on adherence to those standards. Extracurricular standards of behavior may take into consideration conduct that occurs at any time, on or off school property.

A student shall be informed of any extracurricular behavior standards at the beginning of each school year or when the student first begins participation in the activity. A student and his or her parent shall sign and return to the sponsor or coach a statement that they have read the extracurricular behavior standards and consent to them as a condition of participation in the activity.

Standards of behavior for an extracurricular activity are independent of the Student Code of Conduct. Violations of these standards of behavior that are also violations of the Student Code of Conduct may result in independent disciplinary actions.

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

“Parent” Defined

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

General Discipline Guidelines

A District employee shall adhere to the following general guidelines when imposing discipline: 0.

1. A student shall be disciplined when necessary to improve the student’s behavior, to maintain order, or to protect other students, school employees, or property.
2. A student shall be treated fairly and equitably. Discipline shall be based on an assessment of the circumstances of each case. Factors to consider shall include:
 - a. The seriousness of the offense;
 - b. The student’s age;
 - c. The frequency of misconduct;
 - d. The student’s attitude;
 - e. The potential effect of the misconduct on the school environment;
 - f. Requirements of Chapter 37 of the Education Code; and
 - g. The Student Code of Conduct adopted by the Board.
3. Before a student under 18 is assigned to detention outside regular school hours, notice shall be given to the student’s parent to inform him or her of the reason for the detention and permit arrangements for necessary transportation.

Corporal Punishment

Corporal punishment may be used as a discipline management technique in accordance with this policy and the Student Code of Conduct.

Corporal punishment shall not be administered to a student whose parent has submitted to the principal a signed statement for the current school year prohibiting the use of corporal punishment with

his or her child. The parent may reinstate permission to use corporal punishment at any time during the school year by submitting a signed statement to the principal.

Guidelines

Corporal punishment shall be limited to spanking or paddling the student and shall be administered in accordance with the following guidelines: 0.

1. The student shall be told the reason corporal punishment is being administered.
2. Corporal punishment shall be administered only by the principal or designee.
3. The instrument to be used in administering corporal punishment shall be approved by the principal.
4. Corporal punishment shall be administered in the presence of one other District professional employee and in a designated place out of view of other students.

Disciplinary Records

The disciplinary record reflecting the use of corporal punishment shall include any related disciplinary actions, the corporal punishment administered, the name of the person administering the punishment, the name of the witness present, and the date and time of punishment.

Physical Restraint

Within the scope of an employee's duties, a District employee may physically restrain a student if the employee reasonably believes restraint is necessary in order to: 0.

1. Protect a person, including the person using physical restraint, from physical injury.
2. Obtain possession of a weapon or other dangerous object.
3. Remove a student refusing a lawful command of a school employee from a specific location, including a classroom or other school property, in order to restore order or to impose disciplinary measures.
4. Control an irrational student.
5. Protect property from serious damage.

A District employee may restrain a student with a disability who receives special education services only in accordance with law. [See FOF(LEGAL)]

Video and Audio Monitoring

Video and audio recording equipment shall be used for safety purposes to monitor student behavior on District property.

STUDENT DISCIPLINE

FO
(LOCAL)

The District shall post signs notifying students and parents about the District's use of video and audio recording equipment. Students shall not be notified when the equipment is turned on.

Use of Recordings

The principal shall review recordings as needed, and evidence of student misconduct shall be documented. A student found to be in violation of the District's Student Code of Conduct shall be subject to appropriate discipline.

Access to Recordings

Recordings shall remain in the custody of the campus principal and shall be maintained as required by law. A parent or student who wishes to view a recording in response to disciplinary action taken against the student may request such access under the procedures set out by law. [See FL(LLEGAL)]

ⁱ Innovation Plan: <https://www.loisd.net>

ADD POLICY

Note: This local policy has been revised in accordance with the District's [innovation plan](#).¹

Students Below Grade 3

In accordance with the District's innovation plan, the District is exempt from the state law prohibiting placing a student in a grade level below grade 3 in out-of-school suspension except when the student engages in serious misbehavior as defined by law [see FOB(LEGAL)].

Such a student may be placed in out-of-school suspension in accordance with the District's established guidelines to facilitate appropriate student behavior.

¹ Innovation Plan: <https://www.loisd.net>

PROPOSED REVISIONS

Note: This local policy has been revised in accordance with the District's [innovation plan](#).¹

Access to District Property

Authorized District officials, including school resource officers and District police officers if applicable, may refuse to allow a person access to property under the District's control in accordance with law.

District officials may request assistance from law enforcement in an emergency or when a person is engaging in behavior rising to the level of criminal conduct.

Ejection or Exclusion under Education Code 37.105

In accordance with the District's innovation plan, the District is exempt from the state law requiring a District official to issue a verbal warning before refusing entry or ejecting a person from property under the District's control and to provide a person refused entry to or ejected from property under the District's control written information explaining the right to appeal such refusal of entry or ejection under the District's grievance process. ~~In accordance with Education Code 37.105, a District official shall provide a person refused entry to or ejected from property under the District's control written information explaining the right to appeal such refusal of entry or ejection under the District's grievance process.~~

A person appealing under the District's grievance process shall be permitted 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 FNG and GF]

Off-Campus Activities

Employees shall be designated to ensure appropriate conduct of participants and others attending a school-related activity at non-District or out-of-District facilities. Those so designated shall coordinate their efforts with persons in charge of the facilities.

Prohibitions

Tobacco and E-Cigarettes

The District prohibits smoking and the use of tobacco products and e-cigarettes on District property, in District vehicles, or at school-related activities.

Weapons

The District prohibits the unlawful use, possession, or display of any firearm, location-restricted knife, club, or prohibited weapon, as defined at FNCG, on all District property at all times.

Exceptions

No violation of this policy occurs when: 0)

1. A Texas handgun license holder stores a handgun or other firearm in a locked vehicle in a parking lot, parking garage, or

other parking area provided by the District, as long as the handgun or other firearm is not in plain view; or

2. The use, possession, or display of an otherwise prohibited weapon takes place as part of a District-approved activity supervised by proper authorities. [See FOD]

¹ Innovation Plan: <https://www.loisd.net>

Lone Oak ISD

Policy Review Session Proposed Revisions

Carolyn Austin
Policy Consultant

Texas Association of School Boards

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

PROPOSED REVISIONS

In accordance with state law, the District has completed all requirements for designation as an innovation district, and the Board has adopted an [innovation plan](#).¹

¹ Innovation Plan: <https://www.loisd.net>~~http://loisd.ss11.sharp-school.com/UserFiles/Servers/Server_276878/File/Dist.%20of%20Innovation%20Plan-Adopted.pdf~~

PROPOSED REVISIONS

Membership	The Board shall consist of seven members.
Method of Election	Election of Board members shall be at large.
Election Date	General election of board members shall be on the May uniform election date.
Terms and Election Schedule	<p>Board members shall be elected for three-year terms, with elections conducted annually, as follows:</p> <p>The election of two Board members shall be held in 2018, 2021, 2024, and in three-year intervals thereafter.</p> <p>The election of three Board members shall be held in 2019, 2022, 2025, 2028, and in three-year intervals thereafter.</p> <p>The election of two Board members shall be held in 2020, 2023, 2026, 2029, and in three-year intervals thereafter.</p> <p>The election of two Board members shall be held in 2024, 2027, 2030, and in three-year intervals thereafter.</p>
Method of Voting Plurality	The candidates receiving the highest number of votes for the number of positions with expiring terms shall be elected.

PROPOSED REVISIONS

District Improvement CommitteeTeam	In compliance with law, the District shall establish a District improvement team (committee) to advise the Board or its designee in establishing and reviewing the District improvement plan [see BQ], as well as the District's educational goals, performance objectives, and major District-wide classroom instructional programs.
Board's Designee	The Superintendent shall serve as the Board's designee and shall regularly consult with the committee.
Meetings	The chairperson of the committee shall set its agenda and shall schedule at least two meetings per year, including the public meeting required by law.
Communications	The Superintendent shall ensure that the District-level committee establishes communication strategies to periodically obtain broad-based community, parent, and staff input and provide information to those persons regarding the recommendations of the committee.
Composition	The committee shall be composed of members who shall represent campus-based professional staff, District-level professional staff, parents, businesses, and the community. When practicable, professional staff representation shall include a representative with the primary responsibility for educating students with disabilities. For purposes of this policy, District-level professional staff shall be defined as professionals who have responsibilities at more than one campus, including, but not limited to, central office staff.
Selected Representatives	Parent, community member, and business representatives shall be selected in accordance with this policy and administrative regulations.
<i>Parents</i>	The committee shall include at least two parents of students currently enrolled in the District. The Superintendent shall, through various channels, inform all parents of District students about the committee's duties and composition and shall solicit volunteers.
<i>Community Members</i>	The committee shall include at least two community members selected by a process that provides for adequate representation of the community's diversity. The Superintendent shall use several methods of communication to ensure that community residents are informed of the committee and are provided the opportunity to participate and shall solicit volunteers. Community representatives must reside in the District.
<i>Business Representatives</i>	The committee shall include at least two business representatives selected by a process that provides for adequate representation of the community's diversity. The Superintendent shall use several methods of communication to ensure that area businesses are

PLANNING AND DECISION-MAKING PROCESS
DISTRICT-LEVEL

BQA
(LOCAL)

informed of the committee and are provided the opportunity to participate and shall solicit volunteers. Business representatives need not reside in nor operate businesses in the District.

Professional Staff
Elections

Professional staff representatives shall be nominated and elected in accordance with this policy and administrative regulations.

Classroom teacher representatives shall comprise at least two-thirds of the total professional staff representation on the committee and shall be nominated and elected by **all professional staff-classroom teachers assigned to each respective campus.**

At least one campus-based nonteaching professional representative shall be nominated and elected by all professional staff.

At least one District-level professional representative, other than the Superintendent, shall be nominated and elected by **all professional staff**~~the District-level professional staff.~~

An employee's affiliation or lack of affiliation with any organization or association shall not be a factor in either the nomination or election of the employee to the committee. [See DGA]

A nominee must consent before the person's name may appear on a ballot. Election of the committee shall be held at a time determined by the Board or its designee.

Terms

All representatives shall serve staggered ~~three~~**two**-year terms and shall **not be limited as to the number of consecutive terms they may serve on the committee**~~be limited to two consecutive terms on the committee.~~

Vacancy

A vacancy during a term shall be filled for the remainder of the term by election or selection as appropriate for the category.

PROPOSED REVISIONS

Campus Improvement Committees

In compliance with law, each campus shall establish a campus-level committee to ensure that effective planning and site-based decision-making occur to direct and support the improvement of student performance for all students. The committees shall assist the principal, as the Board's designee, in establishing and reviewing the goals, performance objectives, and major classroom instructional programs of each campus.

Each committee shall assist with the development, evaluation, and revision of the respective campus improvement plan and shall approve campus staff development needs identified in the campus improvement plan [see BQ and DMA].

Meetings

The principal shall be responsible for the agenda and shall schedule at least two meetings per year, including the public meeting required by law.

Communications

Each principal or designee shall ensure that the campus-level committee establishes communication strategies to periodically obtain broad-based community, parent, and staff input and provide information to those persons regarding the recommendations of the committee.

Composition

The committee shall be composed of members who shall represent campus-based professional staff, District-level professional staff, parents, businesses, and the community. When practicable, professional staff representation shall include a representative with the primary responsibility for educating students with disabilities. For purposes of this policy, District-level professional staff shall be defined as professionals who have responsibilities at more than one campus, including, but not limited to, central office staff.

Selected Representatives

Parent, community member, and business representatives shall be selected in accordance with this policy and administrative regulations.

Parents

The committee shall include at least two parents of students currently enrolled in the District. The principal shall, through various channels, inform all parents of campus students about the committee's duties and composition and shall solicit volunteers.

Community Members

The committee shall include at least two community members selected by a process that provides for adequate representation of the community's diversity. The principal shall use several methods of communication to ensure that community residents are informed of the committee and are provided the opportunity to participate and shall solicit volunteers. Community representatives must reside in the District.

PLANNING AND DECISION-MAKING PROCESS
CAMPUS-LEVEL

BQB
(LOCAL)

<i>Business Representatives</i>	<p>The committee shall include at least two business representatives selected by a process that provides for adequate representation of the community's diversity. The principal shall use several methods of communication to ensure that area businesses are informed of the committee and are provided the opportunity to participate and shall solicit volunteers. Business representatives need not reside in nor operate businesses in the District.</p>
Professional Staff Elections	<p>Professional staff representatives shall be nominated and elected in accordance with this policy and administrative regulations.</p> <p>Classroom teacher representatives shall comprise at least two-thirds of the professional staff representation on the committee and shall be nominated and elected by all professional staff assigned to the campusclassroom teachers assigned to the campus.</p> <p>At least one campus-based nonteaching professional representative shall be nominated and elected by all professional staff assigned to the campusnonteaching professional staff assigned to the campus.</p> <p>At least one District-level professional representative shall be nominated and elected by District-level professional staff.</p> <p>An employee's affiliation or lack of affiliation with any organization or association shall not be a factor in either the nomination or election of the employee to the committee. [See DGA]</p> <p>A nominee must consent before the person's name may appear on the ballot. Election of the committee shall be held at a time determined by the Board or its designee.</p>
Terms	<p>All representatives shall serve staggered two-year terms and shall not be limited as to the number of consecutive terms they may serve on the committeebe limited to two consecutive terms on the committee.</p>
Vacancy	<p>A vacancy during a term shall be filled for the remainder of the term by election or selection as appropriate for the category.</p>

PROPOSED REVISIONS

Grants and Awards

The Superintendent shall be authorized to:

1. Apply, on behalf of the Board, for any and all special federal and state grants and awards as deemed appropriate for the District's operations;
2. Approve commitment of District funds for matching, cost sharing, cooperative, or jointly funded projects up to the amounts specifically allowed under the District budget approved by the Board; and
3. Approve grant and award amendments as necessary.

The District shall comply with all requirements for state and federal grants and awards imposed by law, the awarding agency, or an applicable pass-through entity. The Superintendent shall develop and enforce financial management systems, internal control procedures, procurement procedures, and other administrative procedures as needed to provide reasonable assurance that the District is complying with requirements for state and federal grants and awards.

[See CAA, CBB]

Federal Awards

Public Notice and Input

The District shall provide public notice of federal grant applications through an information item at a Board meeting and by publishing information on the District's website. The District shall make available opportunities for public input as required by law or the granting agency.

Plan Approval

Approval of required grant and award plans shall be by the Superintendent.

Conflict of Interest

Each employee, Board member, or agent of the District who is engaged in the selection, award, or administration of a contract supported by a federal grant or award and who has a potential conflict of interest as defined at Code of Federal Regulations, title 2, section 200.318, shall disclose to the District, in writing, any conflict that meets the disclosure threshold in Chapter 176 of the Local Government Code. [See CBB]

In addition, each employee, Board member, or agent of the District shall comply with any other conflict of interest requirements imposed by the granting agency or a pass-through entity.

For purposes of this policy, "immediate family member" shall have the same meaning as "family member" as described in Chapter 176 of the Government Code. [See BBFA]

STATE AND FEDERAL REVENUE SOURCES

CB
(LOCAL)

For purposes of this policy, “partner” shall have the same meaning as defined in Business Organizations Code Chapter 1, Subchapter A.

An employee, Board member, or agent of the District who is required to disclose a conflict in accordance with the provisions above shall not participate in the selection, award, or administration of a contract supported by a federal grant or award.

Gifts and Gratuities

Employees, Board members, and agents of the District shall not solicit any gratuities, favors, or items from a contractor or a party to a subcontract for a federal grant or award and shall not accept:

1. Any single item with a value at or above \$50; or
2. Items from a single contractor or subcontractor that have an aggregate monetary value exceeding \$100 in a 12-month period.

[See BBFA, BBFB, CBB, DBD. In the event of a violation of these requirements, see CAA and DH.]

PROPOSED REVISIONS

Investment Authority

The Superintendent or other person designated by Board resolution shall serve as the investment officer of the District and shall invest District funds as directed by the Board and in accordance with the District's written investment policy and generally accepted accounting procedures. All investment transactions except investment pool funds and mutual funds shall be settled on a delivery versus payment basis.

Approved Investment Instruments

From those investments authorized by law and described further in CDA(LEGAL) under Authorized Investments, the Board shall permit investment of District funds, including bond proceeds and pledged revenue to the extent allowed by law, in only the following investment types, consistent with the strategies and maturities defined in this policy:

1. Obligations of, or guaranteed by, governmental entities as permitted by Government Code 2256.009.
2. Certificates of deposit and share certificates as permitted by Government Code 2256.010.
3. Fully collateralized repurchase agreements permitted by Government Code 2256.011.
4. A securities lending program as permitted by Government Code 2256.0115.
5. Banker's acceptances as permitted by Government Code 2256.012.
6. Commercial paper as permitted by Government Code 2256.013.
7. No-load mutual funds, except for bond proceeds, and no-load money market mutual funds, as permitted by Government Code 2256.014.
8. A guaranteed investment contract as an investment vehicle for bond proceeds, provided it meets the criteria and eligibility requirements established by Government Code 2256.015.
9. Public funds investment pools as permitted by Government Code 2256.016.

Safety

The primary goal of the investment program is to ensure safety of principal, to maintain liquidity, and to maximize financial returns within current market conditions in accordance with this policy. Investments shall be made in a manner that ensures the preservation of capital in the overall portfolio, and offsets during a 12-month

period any market price losses resulting from interest-rate fluctuations by income received from the balance of the portfolio. No individual investment transaction shall be undertaken that jeopardizes the total capital position of the overall portfolio.

Investment Management

In accordance with Government Code 2256.005(b)(3), the quality and capability of investment management for District funds shall be in accordance with the standard of care, investment training, and other requirements set forth in Government Code Chapter 2256.

Liquidity and Maturity

Any internally created pool fund group of the District shall have a maximum dollar weighted maturity of 180 days. The maximum allowable stated maturity of any other individual investment owned by the District shall not exceed one year from the time of purchase. The Board may specifically authorize a longer maturity for a given investment, within legal limits.

The District's investment portfolio shall have sufficient liquidity to meet anticipated cash flow requirements.

Diversity

The investment portfolio shall be diversified in terms of investment instruments, maturity scheduling, and financial institutions to reduce risk of loss resulting from overconcentration of assets in a specific class of investments, specific maturity, or specific issuer.

Monitoring Market Prices

The investment officer shall monitor the investment portfolio and shall keep the Board informed of significant changes in the market value of the District's investment portfolio. Information sources may include financial/investment publications and electronic media, available software for tracking investments, depository banks, commercial or investment banks, financial advisers, and representatives/advisers of investment pools or money market funds. Monitoring shall be done **monthly or at least quarterly, as required by law, and** more often as economic conditions warrant by using appropriate reports, indices, or benchmarks for the type of investment.

Monitoring Rating Changes

In accordance with Government Code 2256.005(b), the investment officer shall develop a procedure to monitor changes in investment ratings and to liquidate investments that do not maintain satisfactory ratings.

Funds/Strategies

Investments of the following fund categories shall be consistent with this policy and in accordance with the applicable strategy defined below. All strategies described below for the investment of a particular fund should be based on an understanding of the suitability of an investment to the financial requirements of the District and consider preservation and safety of principal, liquidity, marketability of an investment if the need arises to liquidate before maturity, diversification of the investment portfolio, and yield.

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

Operating Funds	Investment strategies for operating funds (including any commingled pools containing operating funds) shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.
Custodial Funds	Investment strategies for custodial funds shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.
Debt Service Funds	Investment strategies for debt service funds shall have as their primary objective sufficient investment liquidity to timely meet debt service payment obligations in accordance with provisions in the bond documents. Maturities longer than one year are authorized provided legal limits are not exceeded.
Capital Project Funds	Investment strategies for capital project funds shall have as their primary objective sufficient investment liquidity to timely meet capital project obligations. Maturities longer than one year are authorized provided legal limits are not exceeded.
Safekeeping and Custody	The District shall retain clearly marked receipts providing proof of the District's ownership. The District may delegate, however, to an investment pool the authority to hold legal title as custodian of investments purchased with District funds by the investment pool.
Sellers of Investments	<p>Prior to handling investments on behalf of the District, a broker/dealer or a qualified representative of a business organization must submit required written documents in accordance with law. [See Sellers of Investments, CDA(LEGAL)]</p> <p>Representatives of brokers/dealers shall be registered with the Texas State Securities Board and must have membership in the Securities Investor Protection Corporation (SIPC) and be in good standing with the Financial Industry Regulatory Authority (FINRA).</p>
Soliciting Bids for CDs	In order to get the best return on its investments, the District may solicit bids for certificates of deposit in writing, by telephone, or electronically, or by a combination of these methods.
Interest Rate Risk	<p>To reduce exposure to changes in interest rates that could adversely affect the value of investments, the District shall use final and weighted-average-maturity limits and diversification.</p> <p>The District shall monitor interest rate risk using weighted average maturity and specific identification.</p>
Internal Controls	A system of internal controls shall be established and documented in writing and must include specific procedures designating who has authority to withdraw funds. Also, they shall be designed to

protect against losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the District. Controls deemed most important shall include:

1. Separation of transaction authority from accounting and recordkeeping and electronic transfer of funds.
2. Avoidance of collusion.
3. Custodial safekeeping.
4. Clear delegation of authority.
5. Written confirmation of telephone transactions.
6. Documentation of dealer questionnaires, quotations and bids, evaluations, transactions, and rationale.
7. Avoidance of bearer-form securities.

These controls shall be reviewed by the District's independent auditing firm.

Annual Review

The Board shall review this investment policy and investment strategies not less than annually and shall document its review in writing, which shall include whether any changes were made to either the investment policy or investment strategies.

Annual Audit

In conjunction with the annual financial audit, the District shall perform a compliance audit of management controls on investments and adherence to the District's established investment policies.

PROPOSED REVISIONS

Note: For purposes of this policy, the terms “gift” and “donation” have the same meaning.

Unsolicited Gifts

Authority to Accept

The Board delegates to the Superintendent the authority to accept unsolicited gifts on behalf of the District. However, any gift that the potential donor has expressly made conditional upon the District’s use for a specified purpose, or any gift of real property, shall require Board approval.

Once accepted, a gift becomes the sole property of the District.

Criteria for Acceptance

The District shall not accept any gift that would violate or conflict with policies of or actions by the Board or with federal or state law.

Before the Superintendent accepts a gift or recommends acceptance of a gift to the Board, as applicable, the Superintendent shall consider whether the gift:

1. Has a purpose consistent with the District’s educational philosophy, goals, and objectives;
2. Places any restrictions on a campus or District program;
3. Would support a program that the Board may be unable or unwilling to continue when the donation of funds is exhausted;
4. Would result in ancillary or ongoing costs for the District;
5. Requires employment of additional personnel;
6. Requires or implies the endorsement of a specific business or product [see GKB for advertising opportunities];
7. Would result in inequitable funding, equipment, or resources among District schools or programs;
8. Obligates the District or a campus to engage in specific actions; or
9. Affects the physical structure of a building or would require extensive maintenance on the part of the District.

Solicitations

An employee who solicits gifts on behalf of the District or for use in the fulfillment of his or her professional responsibilities shall comply with relevant state and federal law and any District administrative regulations.

All donations solicited on behalf of the District, including solicitations in the name of the District or a campus, or donations solicited

OTHER REVENUES
GIFTS AND SOLICITATIONS

CDC
(LOCAL)

using District or campus resources, become the sole property of the District.

Web-Based
Solicitations

An employee may solicit web-based donations of money or items for use by the employee in fulfilling his or her professional responsibilities or for the District's use, including "crowdfunding." However, an employee shall obtain prior approval from the employee's supervisor ~~before using the name or image of the District, a campus, or any student.~~

PROPOSED REVISIONS

Compliance with Law

The Superintendent shall establish procedures that ensure that all school facilities within the District comply with applicable laws and local building codes.

Construction Contracts

Prior to advertising, the Board shall determine the project delivery/contract award method to be used for each construction contract valued at or above \$50,000. To assist the Board, the Superintendent shall recommend the project delivery/contract award method that he or she determines provides the best value to the District. [See CV series generally and CBB(LEGAL) for requirements if federal funds are involved.]

For construction contracts valued at or above \$10,000, the Superintendent shall also submit the resulting contract to the Board for approval. Lesser expenditures for construction and construction-related materials or services shall be at the discretion of the Superintendent and consistent with law and policy. [See also CH and CBB(LEGAL)]

Note: For provisions regarding delegation of authority for construction contracts in the event of a catastrophe, emergency, or natural disaster affecting the District, see CH(LOCAL).

Change Orders

Change orders permitted by law shall be approved **by the Board or its designee** prior to any changes being made in the approved plans or the actual construction of the facility.

~~Change orders valued at or above \$10,000 shall require Board approval. The Superintendent shall be authorized to approve change orders of a lesser amount.~~

Project Administration

All construction projects shall be administered by the Superintendent or designee.

The Superintendent shall keep the Board informed concerning construction projects and also shall provide information to the general public.

Final Payment

The District shall not make final payments for construction or the supervision of construction until the work has been completed and the Board has accepted the work.

PROPOSED REVISIONS

Personnel Duties	The Superintendent shall define the qualifications, duties, and responsibilities of all positions and shall ensure that job descriptions are current and accessible to employees and supervisors.
Posting Vacancies	The Superintendent or designee shall establish guidelines for advertising employment opportunities and posting notices of vacancies. These guidelines shall advance the Board's commitment to equal opportunity employment and to recruiting well-qualified candidates. Current District employees may apply for any vacancy for which they have appropriate qualifications.
Applications	All applicants shall complete the application form supplied by the District. Information on applications shall be confirmed before a contract is offered for a contractual position and before hiring or as soon as possible thereafter for a noncontractual position. [For information related to the evaluation of criminal history records, see DBAA.]
Selection and Employment of All Contractual Personnel	The Superintendent has sole authority to make recommendations to the Board regarding the selection of contractual personnel. The Board retains final authority for employment of contractual personnel at the level of campus principal or above. The board delegates to the Superintendent the final authority to employ all other contractual personnel. [See DCA, DCB, DCC, and DCE as appropriate]
Employment of Noncontractual Personnel	The Board delegates to the Superintendent final authority to employ contractual personnel and to employ and dismiss noncontractual personnel. Such authority is granted until rescinded by the Board. employees on an at-will basis. [See DCD]
Employment Assistance Prohibited	No District employee shall assist another employee of the District or of any school district in obtaining a new job if the employee knows, or has probable cause to believe, that the other employee engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition. [See CJ for prohibitions relating to contractors and agents and DH(EXHIBIT) for the Educators' Code of Ethics.]

PROPOSED REVISIONS

**Contracts Required
by Law**

After any applicable probationary contract period required by the District, term contracts governed by Chapter 21 of the Education Code (educator term contracts) shall be provided to:

1. Any employees in positions required by statute to receive such contracts, including SBEC-certified employees serving full-time as principals, assistant principals, teachers, school counselors, diagnosticians, librarians, and athletic directors;
2. Full-time professional employees in other positions for which the District requires current SBEC certification; and
- ~~3. Full-time nurses.~~

**No Certification
Required**

- ~~3. Educator term contracts shall also be provided for the following positions for which neither SBEC nor the District requires current SBEC certification: business manager.~~

PROPOSED REVISIONS

**Non-Chapter 21
Contracts**

The District shall employ on non-Chapter 21 contracts, not to be governed by Chapter 21 of the Education Code, the following positions: food service director, maintenance director, technology director, transportation director, **business manager**, ~~and~~ human resources/**payroll** specialist, ~~and~~ **communications liaison**/administrative assistant to the Superintendent.

**Appeal of
Employment Actions**

An employee may appeal discharge during the contract period in accordance with DCE(LEGAL).

An employee whose contract is not reissued at the end of the contract period may appeal in accordance with DGBA(LOCAL).

PROPOSED REVISIONS

Classification of Positions

The Superintendent or designee shall determine the classification of positions or employees as “exempt” or “nonexempt” for purposes of payment of overtime in compliance with the Fair Labor Standards Act (FLSA).

Exempt

The District shall pay employees who are exempt from the overtime pay requirements of the FLSA on a salary basis. The salaries of these employees are intended to cover all hours worked, and the District shall not make deductions that are prohibited under the FLSA.

An employee who believes deductions have been made from his or her salary in violation of this policy should bring the matter to the District’s attention, through the District’s complaint policy. [See DGBA] If improper deductions are confirmed, the District will reimburse the employee and take steps to ensure future compliance with the FLSA.

Nonexempt

Nonexempt employees may be compensated on an hourly basis or on a salary basis. Employees who are paid on an hourly basis shall be compensated for all hours worked. Employees who are paid on a salary basis are paid for **a 36-hour workweek and shall earn additional pay at the employees’ regular hourly rates when working more than 37.5 but not more than 40 hours**~~up to and including a 40-hour workweek.~~

A nonexempt employee shall have the approval of his or her supervisor before working overtime. An employee who works overtime without prior approval is subject to discipline but shall be compensated in accordance with the FLSA.

Workweek Defined

For purposes of FLSA compliance, the workweek for District employees shall begin at 12:00 a.m. Sunday and end at 11:59 p.m. Saturday.

Compensatory Time

At the District’s option, nonexempt employees may receive compensatory time off, rather than overtime pay, for overtime work. The employee shall be informed in advance if overtime hours will accrue compensatory time rather than pay.

Accrual

Compensatory time earned by nonexempt employees may not accrue beyond a maximum of 60 hours. If an employee has a balance of more than 60 hours of compensatory time, the District shall require the employee to use the compensatory time, or at the District’s option, the District shall pay the employee for the compensatory time.

Use

An employee shall use compensatory time within the duty year in which it is earned. If an employee has any unused compensatory time remaining at the end of a duty year, the District shall pay the employee for the compensatory time.

Compensatory time may be used at either the employee's or the District's option. An employee may use compensatory time in accordance with the District's leave policies and if such use does not unduly disrupt the operations of the District. [See DEC(LOCAL)] The District may require an employee to use compensatory time when in the best interest of the District.

PROPOSED REVISIONS

**Leave
Administration**

The Superintendent shall develop administrative regulations addressing employee leaves and absences to implement the provisions of this policy.

Definitions

The term “immediate family” is defined as:

Immediate Family

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

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

Family Emergency

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

Leave Day

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

School Year

A “school year” for purposes of earning, using, or recording leave shall mean the term of the employee’s annual employment as set by the District for the employee’s usual assignment, whether full-time or part-time.

Catastrophic Illness
or Injury

A catastrophic illness or injury is a severe condition or combination of conditions affecting the mental or physical health of the employee or a member of the employee’s immediate family that requires the services of a licensed practitioner for a prolonged period of time and that forces the employee to exhaust all leave time earned by that employee and to lose compensation from the District. Such conditions typically require prolonged hospitalization or recovery or are expected to result in disability or death. Conditions relating to pregnancy or childbirth shall be considered catastrophic if they meet the requirements of this paragraph.

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

Availability

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

State Leave Proration

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

If an employee separates from employment before the last duty day of the school year, the employee's final paycheck shall be reduced for state personal leave the employee used beyond his or her pro rata entitlement for the school year.

Medical Certification

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

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

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

State Personal Leave

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

Nondiscretionary Use

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

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

Discretionary Use

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

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

*Request for
Leave*

In deciding whether to approve or deny a request for discretionary use of state personal leave, the supervisor shall not seek or consider the reasons for which an employee requests to use leave. The supervisor shall, however, consider the duration of the requested absence in conjunction with the effect of the employee's absence on the educational program and District operations, as well as the availability of substitutes.

Discretionary use of state personal leave shall not exceed five consecutive workdays.

Local Leave

Each employee shall earn five paid local leave days per school year in accordance with administrative regulations.

Local leave shall be noncumulative.

Local leave shall be used according to the terms and conditions of state personal leave; however, the average daily rate of pay of a substitute for the employee's position shall be deducted for each day of local leave taken, whether or not a substitute is employed. [See State Personal Leave, above]

~~An employee may also use local leave for absences related to the birth or placement of a child when leave is taken within the first year after the child's birth, adoption, or foster placement.~~

Bereavement Leave

An employee shall be granted three days of bereavement leave upon the death of a member of the employee's immediate family. Such leave shall be taken with no loss of pay or other paid leave.

After exhausting all bereavement leave, the employee may request from his or her supervisor up to four days of leave without pay or may use available paid leave.

Sick Leave Pool

An employee who has exhausted all paid leave as well as any applicable compensatory time and who suffers from a catastrophic illness or injury or is absent due to the catastrophic illness or injury of a member of the employee's immediate family may request the establishment of a sick leave pool, to which District employees may donate local leave for use by the eligible employee.

The pool shall cease to exist when the employee no longer needs leave for the purpose requested, uses the maximum number of days allowed under a pool, or exhausts all leave days donated to the sick leave pool.

The Superintendent shall develop regulations for the implementation of the sick leave pool that address the following:

1. Procedures to request the establishment of a sick leave pool;

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

2. The maximum number of days an employee may donate to a sick leave pool;
3. The maximum number of days per school year an eligible employee may receive from a sick leave pool; and
4. The return of unused days to donors.

Appeal

An employee may appeal a decision regarding the establishment or implementation of the District's sick leave pool in accordance with DGBA(LOCAL), beginning with the Superintendent or appropriate administrator.

Family and Medical Leave

FMLA leave shall run concurrently with applicable paid leave and compensatory time, as applicable.

Note: See DECA(LEGAL) for provisions addressing FMLA.

Twelve-Month Period

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

Combined Leave for Spouses

When both spouses are employed by the District, the District shall not limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined total of 12 weeks, nor shall the District limit military caregiver leave to a combined total of 26 weeks.

Intermittent or Reduced Schedule Leave

The District shall permit use of intermittent or reduced schedule FMLA leave for the care of a newborn child or for the adoption or placement of a child with the employee.

Certification of Leave

When an employee requests leave, the employee shall provide certification, in accordance with FMLA regulations, of the need for leave.

Fitness-for-Duty Certification

In accordance with administrative regulations, when an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification.

Leave at the End of Semester

When a teacher takes leave near the end of the semester, the District may require the teacher to continue leave until the end of the semester.

Temporary Disability Leave

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

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

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

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

**Workers'
Compensation**

Note: Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the District's contribution to health insurance.

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

No Paid Leave
Offset

The District shall not permit the option for paid leave offset in conjunction with workers' compensation income benefits. [See CRE]

Court Appearances

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

**Payment for
Accumulated Leave
Upon Retirement**

The following leave provisions shall apply to state and local leave accumulated beginning on the original effective date of this program.

An employee who retires from the District shall be eligible for payment for accumulated state and local leave under the following conditions:

1. The employee's retirement is voluntary, i.e., the employee is not being discharged or nonrenewed.
2. The employee provides advance written notice of intent to retire. Employees must provide written notice at least 60 days before the last day of employment.
3. The employee has at least five years of service with the District.

The employee shall receive payment for each day of accumulated state and local leave, to a maximum of 100 days, at a rate established by the Board. If the employee is reemployed with the District, days for which the employee received payment shall not be available to that employee.

The rate established by the Board shall be in effect until the Board adopts a new rate. Any changes to the rate shall apply beginning with the school year following the adoption of the rate change.

DELETE POLICY

**Staff Development
Equivalency**

With the principal's prior approval, professional and paraprofessional personnel may attend conventions, conferences, workshops, and seminars on weekends, holidays, summer vacation, or other noninstructional time and be excused from designated staff development activities.

PROPOSED REVISIONS

T-TESS

The District shall appraise teachers using the Texas Teacher Evaluation and Support System (T-TESS) in accordance with law and administrative regulations.

The Board shall approve a list of certified appraisers who can appraise a teacher in place of the teacher's supervisor.

Annual Appraisal

District teachers shall be appraised annually.

Exception

Teachers who are eligible for less frequent evaluations in accordance with law [see DNA(LEGAL)] and the local criteria established in this policy shall be appraised in accordance with the provisions below.

Less-Than-Annual

Eligibility

In addition to meeting the eligibility requirements in state rules, to be eligible for less-than-annual evaluations under the T-TESS, a teacher shall:

1. Be employed on an educator term contract;
2. Hold SBEC certification;
- ~~2.3.~~ **Be assigned in his or her certification area;**and
- ~~3.4.~~ Have been employed by the District for at least three years.

Frequency

Eligible teachers shall be appraised every two to five years.

During any school year when a complete appraisal is not scheduled for an eligible teacher, either the teacher or the principal may require that an appraisal be conducted by providing written notice to the other party.

A teacher's supervisor shall have the authority to return a teacher to the traditional appraisal cycle as a result of performance deficiencies documented in accordance with state rule.

Annual Review Process

In the years in which a T-TESS appraisal is not scheduled for an eligible teacher, the teacher shall participate in an annual review process that includes the elements listed in state rule.

The annual review process shall produce a written document to be presented to the teacher, signed by the teacher and supervisor, and maintained in the personnel file.

ADD POLICY

Hunter Education

Hunter education instructors shall be permitted to bring unloaded firearms onto school premises for instructional purposes upon strict compliance with the following procedures:

1. The instructor shall obtain written authorization from the campus principal listing each time a firearm will be brought onto school premises. This authorization shall include both the instructor's and the principal's names and signatures; specify the number, types, and serial numbers of firearms to be used for instructional aides; and indicate when the firearms may be used and when they must be removed from campus.
2. The instructor shall carry the authorization when firearms are on school premises.
3. A copy of each authorization shall be maintained on file in the campus administrative office.
4. The instructor shall ensure that no live ammunition is brought onto school premises.

Notification

The principal shall notify local law enforcement officials when a hunter education program is offered at the campus and that instructors are authorized to be in possession of unloaded firearms on school premises.

PROPOSED REVISIONS

Certificate of Coursework Completion

The District shall **not** issue a certificate of coursework completion to a student who ~~has successfully completed~~ **fails to meet all** 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 of a course and the combined grade for both halves is lower than 70, the District shall award the student credit for the half with the passing grade.

PROPOSED REVISIONS

Relation to Essential Knowledge and Skills

The District shall establish instructional objectives that relate to the essential knowledge and skills for grade-level subjects or courses. These objectives shall address the skills needed for successful performance in the next grade or next course in a sequence of courses.

Assignments, tests, projects, classroom activities, and other instructional activities shall be designed so that each student's performance indicates the level of mastery of the designated District objectives.

Guidelines for Grading

The Superintendent or designee shall ensure that each campus or instructional level develops guidelines for teachers to follow in determining grades for students. These guidelines shall ensure that grading reflects a student's relative mastery of an assignment and that a sufficient number of grades are taken to support the grade average assigned. Guidelines for grading shall be clearly communicated to students and parents.

The District shall permit a student who meets the criteria detailed in the grading guidelines a reasonable opportunity to ~~redo an assignment or~~ retake a test for which the student received a failing grade. **The District shall not permit a student to redo an assignment.**

Progress Reporting

The District shall issue grade reports/report cards every six weeks on a form approved by the Superintendent or designee. Performance shall be measured in accordance with this policy and the standards established in EIE.

Interim Reports

Interim progress reports shall be issued for all students after the third week of each grading period. Supplemental progress reports may be issued at the teacher's discretion.

Conferences

In addition to conferences scheduled on the campus calendar, conferences may be requested by a teacher or parent as needed.

Academic Dishonesty

A student found to have engaged in academic dishonesty shall be subject to grade penalties on assignments or tests and disciplinary penalties in accordance with the Student Code of Conduct. Academic dishonesty includes cheating or copying the work of another student, plagiarism, and unauthorized communication between students during an examination. The determination that a student has engaged in academic dishonesty shall be based on the judgment of the classroom teacher or another supervising professional employee, taking into consideration written materials, observation, or information from students.

PROPOSED REVISIONS

Consistent Application for Graduating Class

The District shall apply the same class rank calculation method and rules for local graduation honors for all students in a graduating class, regardless of the school year in which a student first earned high school credit.

Calculation

The District shall include in the calculation of class rank semester grades earned in high school credit courses taken in grades 9–12 only, unless excluded below.

The calculation shall include failing grades.

Exclusions

The calculation of class rank shall exclude grades earned in any local credit course.

Weighted Grade System

The District shall categorize and weight eligible courses as Advanced, Weighted, and Regular in accordance with provisions of this policy and as designated in appropriate District publications.

Categories

Advanced

Eligible Advanced Placement (AP) and dual credit courses shall be categorized and weighted as Advanced courses.

Weighted

Eligible Pre-AP courses and other courses locally designated as honors shall be categorized and weighted as Weighted courses.

Regular

All ~~other~~ eligible courses **other than those categorized as Advanced, Weighted, or Modified** shall be categorized and weighted as Regular courses.

Modified

All courses that have been modified as to the required content of the Texas Essential Knowledge and Skills (TEKS) shall be categorized and weighted as Modified courses.

Weighted Grade Point Average

The District shall convert semester grades earned in eligible courses to grade points in accordance with the following chart and shall calculate a weighted grade point average (GPA):

Grade	Advanced	Weighted	Regular	Modified
97–100	19	16	13	?
94–96	18	15	12	?
90–93	17	14	11	?
87–89	16	13	10	?
84–86	15	12	9	?
80–83	14	11	8	?
77–79	13	10	7	?
75–76	12	9	6	?

Grade	Advanced	Weighted	Regular	Modified
72–74	11	8	5	?
70–71	10	7	4	?
Below 70	0	0	0	0

Transferred Grades

When a student transfers semester grades for courses that would be eligible under the Regular **or Modified** category and the District has accepted the credit, the District shall include the grades in the calculation of class rank.

When a student **in the graduating class of 2022, 2023, 2024, or 2025** transfers semester grades for courses that would be eligible to receive additional weight under the District’s weighted grade system, the District shall assign additional weight to the grades based on the categories and grade weight system used by the District.

Beginning with the graduating class of 2026, when a student transfers semester grades for courses that would be eligible to receive additional weight under the District’s weighted grade system, the District shall assign additional weight to the grades based on the categories and grade weight system used by the District only if an equivalent course is offered to the same class of students in the District.

Local Graduation Honors

For the purpose of determining honors to be conferred during graduation activities, the District shall calculate class rank in accordance with this policy and administrative regulations by using grades available at the time of calculation at the end of the spring semester of the senior year.

For the purpose of applications to institutions of higher education, the District shall also calculate class rank as required by state law. The District’s eligibility criteria for local graduation honors shall apply only for local recognitions and shall not restrict class rank for the purpose of automatic admission under state law. [See EIC(LEGAL)]

Valedictorian and Salutatorian

The valedictorian and salutatorian shall be the eligible students with the highest and second-highest rank, respectively. To be eligible for this local graduation honor, a student must:

1. Have been continuously enrolled in the District high school for the four semesters immediately preceding graduation;
2. Be graduating after exactly eight semesters of enrollment in high school;

ACADEMIC ACHIEVEMENT
CLASS RANKING

EIC
(LOCAL)

3. Have completed at least four courses eligible for inclusion in class rank calculation during each of the four years of his or her enrollment in high school; and
4. Have completed the foundation program with the distinguished level of achievement.

Ties

In case of a tie in weighted GPAs after calculation to the fourth decimal place, the District shall recognize all students involved in the tie as sharing the honor and title.

Highest-Ranking Graduate

The student meeting the local eligibility criteria for recognition as the valedictorian shall also be considered the highest-ranking graduate for purposes of receiving the honor graduate certificate from the state of Texas.

PROPOSED REVISIONS

Curriculum Mastery	Promotion and course credit shall be based on mastery of the curriculum. Expectations and standards for promotion shall be established for each grade level, content area, and course and shall be coordinated with compensatory, intensive, and/or accelerated services. [See EHBC] The District shall comply with applicable state and federal requirements when determining methods for students with disabilities [see FB] or students who are English language learners [see EHBE and EKBA] to demonstrate mastery of the curriculum.
Students Receiving Special Education Services	Any modified promotion standards for a student receiving special education services shall be determined by the student's admission, review, and dismissal (ARD) committee and documented in the student's individualized education program (IEP). [See EHBA series and EKB]
Standards for Mastery	In addition to the factors in law that must be considered for promotion, mastery shall be determined as follows: <ol style="list-style-type: none">1. Course assignments and unit evaluation shall be used to determine student grades in a subject. An average of 70 or higher shall be considered a passing grade.2. Mastery of the skills necessary for success at the next level shall be validated by assessments that may either be incorporated into unit or final exams or may be administered separately. Mastery of at least 70 percent of the objectives shall be required.
Grades 1–5	In grades 1–5, promotion to the next grade level shall be based on an overall average of 70 on a scale of 100 based on course-level, grade-level standards (essential knowledge and skills) for all subject areas English language arts/reading (ELAR), mathematics, science, and social studies; and a grade of 70 or above in reading, language arts, ELAR and mathematics.
Grades 6–8	In grades 6–8, promotion to the next grade level shall be based on an overall average of 70 on a scale of 100 based on course-level, grade-level standards (essential knowledge and skills) for all subject areas ELAR, mathematics, science, and social studies; and a grade of 70 or above in three of the following areas: English/reading ELAR , mathematics, science, and social studies.
Grades 9–12	Grade-level advancement for students in grades 9–12 shall be earned by course credits. [See EI]

PROPOSED REVISIONS

Course Requirements	To graduate, a student must complete the courses required by the District in addition to those mandated by the state.
Foundation Program	<p>A student shall enroll in courses specified by the District to complete the distinguished level of achievement under the foundation program.</p> <p>A student may graduate under the foundation program without earning the distinguished level of achievement if:</p> <ol style="list-style-type: none">1. The student and the student's parent or person standing in parental relation to the student are advised by the school counselor of the specific benefits of graduating from high school under the distinguished level of achievement; and2. The student's parent or person standing in parental relation to the student files with a school counselor written permission, on a form provided by the District, allowing the student to graduate with an endorsement without earning the distinguished level of achievement. <p>The courses that satisfy District requirements under the foundation program, including courses for the distinguished level of achievement and courses for endorsements offered by the District, shall be listed in appropriate District publications.</p>
Without an Endorsement	The District requires no additional credits beyond the number mandated by the state to graduate under the foundation program without an endorsement. Graduation under the foundation program without an endorsement shall be permitted only as authorized under state law and rules.
With an Endorsement	<p>The District requires completion of two credits in addition to the number mandated by the state for graduation under the foundation program with an endorsement.</p> <p>The District requires no additional credits beyond the number mandated by the state to graduate under the foundation program with an endorsement.</p>
Distinguished Level of Achievement	<p>The District requires completion of two credits in addition to the number mandated by the state for graduation under the foundation program with the distinguished level of achievement.</p> <p>The District requires no additional credits beyond the number mandated by the state to graduate under the foundation program with the distinguished level of achievement.</p>

ACADEMIC ACHIEVEMENT
GRADUATION

EIF
(LOCAL)

**No Fine Arts
Substitutions**

The District shall not award state graduation credit in fine arts for participation in a community-based fine arts program.

**Physical Education
Substitutions**

To the extent permitted by state rules, the District shall award state graduation credit in physical education for participation in approved activities and elective courses.

Activities and
Courses

No Private or
Commercial
Programs

The District shall not award state graduation credit in physical education for private or commercially sponsored physical activity programs conducted either on or off campus. [See also EHAC]

PROPOSED REVISIONS

Note: This local policy has been revised in accordance with the District's [innovation plan](#).¹

Authority

The Superintendent is authorized to accept or reject any transfer requests, provided that such action is without regard to race, religion, color, sex, disability, national origin, or ancestral language.

A resident student who becomes a nonresident during the course of the school year shall be permitted to continue in attendance for the remainder of the ~~school year~~ **semester**.

Transfer Requests

A nonresident student wishing to transfer into the District shall file an application for transfer each school year with the Superintendent or designee. Transfers shall be granted for one regular school year at a time.

Factors

In approving transfers, the Superintendent or designee shall consider availability of space and instructional staff and the student's disciplinary history and attendance records.

Transfer Agreements

A transfer student shall be notified in the written transfer agreement that he or she must follow all rules and regulations of the District.

In accordance with the District's innovation plan, the District is exempt from state law requiring transfers to be for a one-year period. Therefore, violation of the terms of the agreement may result in revocation of the agreement during the school year or may result in a transfer request not being approved the following year.

~~Violation of the terms of the agreement may result in a transfer request not being approved the following year.~~

Tuition

If the District charges tuition, the amount shall be set by the Board within statutory limits.

~~Children of nonresident District employees shall be eligible to attend District schools tuition-free.~~

~~Any other nonresident student may enroll in the District tuition-free after August 1 if his or her intended domicile is being built inside the District as evidenced by a completed foundation and frame on or before August 1 of the current year.~~

Waivers

The Board may waive tuition for a student based on financial hardship upon written application by the student, parent, or guardian.
[See FP]

Nonpayment

The District may initiate withdrawal of students whose tuition payments are delinquent.

Appeals

Any appeals shall be made in accordance with FNG(LOCAL) and GF(LOCAL), as appropriate.

¹ Innovation Plan: <https://www.loisd.net/>

DELETE POLICY

Students shall not be released from school at times other than regular dismissal hours except with the permission of the principal of the school. The teacher shall determine that such permission has been granted before allowing the student to leave.

Private Lessons

Students shall not be excused during school hours for private lessons of any nature.

PROPOSED REVISIONS

No employee shall give any student prescription medication, non-prescription medication, herbal substances, anabolic steroids, or dietary supplements of any type, except as authorized by this or other District policy.

Medication Provided by Parent

The Superintendent shall designate the employees who are authorized to administer medication that has been provided by a student's parent. An authorized employee is permitted to administer the following medication in accordance with administrative regulations:

1. Prescription medication in accordance with legal requirements.
2. Nonprescription medication, upon a parent's written request, when properly labeled and in the original container.
3. Herbal substances or dietary supplements provided by the parent and only if required by the individualized education program or Section 504 plan for a student with disabilities.

Medication Provided by District

Except as provided by this policy, the District shall not purchase medication to administer to a student.

Epinephrine

The District authorizes school personnel who have agreed in writing and been adequately trained to administer an unassigned epinephrine auto-injector in accordance with law and this policy. Administration of epinephrine shall only be permitted when an authorized and trained individual reasonably believes a person is experiencing anaphylaxis.

On Campus

Authorized and trained individuals may administer an unassigned epinephrine auto-injector at any time to a person experiencing anaphylaxis on a school campus.

The District shall ensure that at each campus a sufficient number of authorized individuals are trained to administer epinephrine so that at least one trained individual is present on campus during all hours the campus is open. In accordance with state rules, the campus shall be considered open for this purpose during regular on-campus school hours and whenever school personnel are physically on site for school-sponsored activities.

Off-Campus

~~Authorized and trained individuals may administer an unassigned epinephrine auto-injector to a person experiencing anaphylaxis at an off-campus school event or while in transit to or from a school event when an unassigned epinephrine auto-injector is available.~~

WELLNESS AND HEALTH SERVICES
MEDICAL TREATMENT

FFAC
(LOCAL)

*Maintenance,
Availability, and
Training*

The Superintendent shall develop administrative regulations designating a coordinator to manage policy implementation and addressing annual training of authorized individuals in accordance with law; procedures for auto-injector use; and acquisition or purchase, maintenance, expiration, disposal, **and** availability of unassigned epinephrine auto-injectors at each campus, ~~at off-campus events, and while in transit to and from a school event.~~

Notice to Parents

In accordance with law, the District shall provide notice to parents regarding the epinephrine program, including notice of any change to or discontinuation of this program.

Psychotropics

Except as permitted by law, an employee shall not:

1. Recommend to a student or a parent that the student use a psychotropic drug;
2. Suggest a particular diagnosis; or
3. Exclude the student from a class or a school-related activity because of the parent's refusal to consent to psychiatric evaluation or examination or treatment of the student.

Medical Treatment

A student's parent, legal guardian, or other person having lawful control shall annually complete and sign a form that provides emergency information and addresses authorization regarding medical treatment. A student who has reached age 18 shall be permitted to complete this form.

The District shall seek appropriate emergency care for a student as required or deemed necessary.

PROPOSED REVISIONS

Extracurricular Activity Absences

The District shall make no distinction between absences for UIL activities and absences for other extracurricular activities approved by the Board. ~~A student shall be allowed in a school year ten extracurricular absences not related to post-district competition, five absences for post-district competition prior to state, and two absences for state competition.~~

~~Additional extracurricular activity absences may be approved at the discretion of the campus principal. In approving additional absences, the campus principal shall consider the student's disciplinary history, grades, and attendance records.~~

Eligibility

In addition to meeting the eligibility requirements of an organization sponsoring an extracurricular activity, students enrolled in weighted classes [see EIC(LOCAL)] in English language arts, mathematics, science, social studies, and languages other than English must maintain an average of 70 or above on a scale of 100 in each class to participate in extracurricular activities.

Use of District Facilities

School-sponsored student groups may use District facilities with prior approval of the appropriate administrator. Other student groups may use District facilities in accordance with policy FNAB.

DELETE POLICY

**Transportation for
Student Travel**

Students who participate in school-sponsored trips shall be required to use transportation provided by the District to and from the event, except as otherwise permitted in administrative regulations.

**In-State Overnight
Trips**

Any in-state overnight trips taken by student organizations and other student groups shall require approval from the Superintendent.

Out-of-State Trips

Any out-of-state trips taken by student organizations or other student groups shall require approval from the Board.

ADD POLICY

**Student Expression
of Religious
Viewpoints**

The District shall treat a student's voluntary expression of a religious viewpoint, if any, on an otherwise permissible subject in the same manner the District treats a student's voluntary expression of a secular or other viewpoint on an otherwise permissible subject and shall not discriminate against the student based on a religious viewpoint expressed by the student on an otherwise permissible subject.

**Student Speakers at
Nongraduation
Events**

The District hereby creates a limited public forum for student speakers at all school events at which a student is to publicly speak. For each speaker, the District shall set a maximum time limit reasonable and appropriate to the occasion.

For purposes of this policy, a "school event" is a school-sponsored event or activity that does not constitute part of the required instruction for a segment of the school's curriculum, regardless of whether the event takes place during or after the school day.

For purposes of this policy, "to publicly speak" means to address an audience at a school event using the student's own words. A student is not using his or her own words when the student is reading or performing from an approved script, is delivering a message that has been approved in advance or otherwise supervised by school officials, or is making brief introductions or announcements.

**Introductory
Speakers**

Student speakers shall be given a limited public forum to introduce:

1. [List events that student speakers may introduce. Specify events by campus level, e.g., "high school football games."]

The forum shall be limited in the manner provided by this section on nongraduation events.

*Eligibility and
Selection*

Students are eligible to use the limited public forum if they:

1. Are in the highest two grade levels of the school,
2. Volunteer, and
3. Are not in a disciplinary placement at the time of the speaking event.

Eligible students who wish to volunteer shall submit their names to the campus principal during the first full week of instruction each semester. Students are not eligible to volunteer if they are in a disciplinary placement during any part of the first full week of instruction. If there are no student volunteers, the District shall seek volunteers again at the beginning of the next semester.

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT EXPRESSION

FNA
(LOCAL)

	<p>The names of the students who volunteer to speak shall be randomly drawn until all names have been selected; the names shall be listed in the order drawn.</p>
<p><i>Assignment of Introductory Speakers</i></p>	<p>Each selected student shall be matched chronologically to the single event for which the student shall give the introduction. The list of student speakers shall be chronologically repeated as needed, in the same order. If no students volunteer or if the selected speaker declines or becomes ineligible, no student introduction will be made at the event.</p> <p>The District shall repeat the selection process at the beginning of each semester.</p>
<p><i>Content of Student Introductions</i></p>	<p>The subject of the student introductions shall relate to the purpose of introducing the designated event. The student must stay on the subject. The student may not engage in speech that:</p> <ul style="list-style-type: none">• Is obscene, vulgar, offensively lewd, or indecent;• Creates reasonable cause to believe that the speech would result in material and substantial interference with school activities or the rights of others;• Promotes illegal drug use;• Violates the intellectual property rights, privacy rights, or other rights of another person;• Contains defamatory statements about public figures or others; or• Advocates imminent lawless action and is likely to incite or produce such action. <p>The District shall treat a student's voluntary expression of a religious viewpoint, if any, on an otherwise permissible subject in the same manner the District treats a student's voluntary expression of a secular or other viewpoint on an otherwise permissible subject and shall not discriminate against the student based on a religious viewpoint expressed by the student on an otherwise permissible subject.</p>
<p><i>Disclaimer</i></p>	<p>For as long as there is a need to dispel confusion over the fact that the District does not sponsor the student's speech, at each event in which a student shall deliver an introduction, a disclaimer shall be stated in written or oral form, or both, such as, "The student giving the introduction for this event is a volunteering student selected on neutral criteria to introduce the event. The content of the introduction is the private expression of the student and does not reflect the endorsement, sponsorship, position, or expression of the District."</p>

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT EXPRESSION

FNA
(LOCAL)

Other Student
Speakers

Certain students who have attained special positions of honor in the school have traditionally addressed school audiences from time to time as a tangential component of their achieved positions of honor, such as the captains of various sports teams, student council officers, class officers, homecoming kings and queens, prom kings and queens, and the like, and have attained their positions based on neutral criteria. Nothing in this policy eliminates the continuation of the practice of having these students, regardless of grade level, address school audiences in the normal course of their respective positions. The District shall create a limited public forum for the speakers and shall treat a student's voluntary expression of a religious viewpoint, if any, on an otherwise permissible subject in the same manner the District treats a student's voluntary expression of a secular or other viewpoint on an otherwise permissible subject and shall not discriminate against a student based on a religious viewpoint expressed by the student on an otherwise permissible subject.

**Student Speakers at
Graduation
Ceremonies**

Opening and
Closing Remarks

The District hereby creates a limited public forum consisting of an opportunity for a student to speak to begin graduation ceremonies and another student to speak to end graduation ceremonies. For each speaker, the District shall set a maximum time limit reasonable and appropriate to the occasion.

The forum shall be limited in the manner provided by this section on student speakers at graduation.

Eligibility

Only students who are graduating and who hold one of the following positions of honor based on neutral criteria shall be eligible to use the limited public forum: [list students who may give opening or closing remarks such as student council officers, class officers of the graduating class, or the top three academically ranked graduates. (The District may add to or remove from this list)]. A student who shall otherwise have a speaking role in the graduation ceremonies is ineligible to give the opening and closing remarks. Students who are eligible shall be notified and given an opportunity to volunteer. Students are not eligible to volunteer if they were in a disciplinary placement during any part of the spring semester.

The names of the eligible students who volunteer shall be randomly drawn. The student whose name is drawn first shall give the opening and the student whose name is drawn second shall give the closing.

*Content of
Opening and
Closing Remarks*

The topic of the opening and closing remarks shall be related to the purpose of the graduation ceremony and to the purpose of marking the opening and closing of the event; honoring the occasion, the participants, and those in attendance; bringing the

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT EXPRESSION

FNA
(LOCAL)

audience to order; and focusing the audience on the purpose of the event.

Other Student
Speakers

In addition to the students giving the opening and closing remarks, the valedictorian and [list other students who have attained special positions of honor based on neutral criteria] may have speaking roles at graduation ceremonies. For each speaker, the District shall set a maximum time limit reasonable and appropriate to the occasion and to the position held by the speaker. For this purpose, the District creates a limited public forum for these students to deliver the addresses. The subject of the addresses shall be related to the purpose of the graduation ceremony, marking and honoring the occasion, honoring the participants and those in attendance, and the student's perspective on purpose, achievement, life, school, graduation, and looking forward to the future.

The student shall stay on the subject, and the student shall not engage in speech that:

- Is obscene, vulgar, offensively lewd, or indecent;
- Creates reasonable cause to believe that the speech would result in material and substantial interference with school activities or the rights of others;
- Promotes illegal drug use;
- Violates the intellectual property rights, privacy rights, or other rights of another person;
- Contains defamatory statements about public figures or others; or
- Advocates imminent lawless action and is likely to incite or produce such action.

The District shall treat a student's voluntary expression of a religious viewpoint, if any, on an otherwise permissible subject in the same manner the District treats a student's voluntary expression of a secular or other viewpoint on an otherwise permissible subject and shall not discriminate against the student based on a religious viewpoint expressed by the student on an otherwise permissible subject.

Disclaimer

A written disclaimer shall be printed in the graduation program that states, "The students who shall be speaking at the graduation ceremony were selected based on neutral criteria to deliver messages of the students' own choices. The content of each student speaker's message is the private expression of the individual student and

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT EXPRESSION

FNA
(LOCAL)

does not reflect the endorsement, sponsorship, position, or expression of the District."

**Religious
Expression in Class
Assignments**

A student may express his or her beliefs about religion in homework, artwork, and other written and oral assignments free from discrimination based on the religious content of the student's submission. Homework and classroom work shall be judged by ordinary academic standards of substance and relevance and against other legitimate pedagogical concerns identified by the school. A student shall not be penalized or rewarded because of religious content. If a teacher's assignment involves writing a poem, the work of a student who submits a poem in the form of a prayer (for example, a psalm) should be judged on the basis of academic standards, including literary quality, and not penalized or rewarded because of its religious content.

**Freedom to Organize
Religious Groups
and Activities**

Students may organize prayer groups, religious clubs, "see you at the pole" gatherings, and other religious gatherings before, during, and after school to the same extent that students are permitted to organize other noncurricular student activities and groups. [See FNAB] Religious groups shall be given the same access to school facilities for assembling as is given to other noncurricular groups, without discrimination based on the religious content of the group's expression. If student groups that meet for nonreligious activities are permitted to advertise or announce the groups' meetings, for example, by advertising in a student newspaper, putting up posters, making announcements on a student activities bulletin board or public address system, or handing out leaflets, school authorities shall not discriminate against groups that meet for prayer or other religious speech. School authorities may disclaim sponsorship of noncurricular groups and events, provided the disclaimer is administered in a manner that does not favor or disfavor groups that meet to engage in prayer or other religious speech.

PROPOSED REVISIONS

For purposes of the Equal Access Act, the District has **not** established a limited open forum for secondary school students ~~enrolled in the District. Each District secondary school campus shall offer an opportunity for noncurriculum-related student groups~~ to meet on school premises during noninstructional time.

The District has not established a limited public forum for elementary school students to meet as noncurriculum-related student groups on school premises during noninstructional time. [See GKD for community access]

[For student activities sponsored by the District and having subject matter and purposes directly related to the school's curriculum, see FM]

Sponsorship

~~Noncurriculum-related student groups shall not be sponsored by the District and shall in no way imply to students or to the public that they are school sponsored. All letterheads, flyers, posters, or other communications that identify the group shall contain a disclaimer of such sponsorship.~~

~~District personnel shall not promote, lead, or participate in the meetings of noncurriculum-related student groups.~~

~~[For student activities sponsored by the District and having subject matter and purposes directly related to the school's curriculum, see FM]~~

Requests

~~To receive permission to meet on school premises during noninstructional time, interested students shall file a written request with the principal on a form provided by the District.~~

~~The students making the request shall indicate that they have read and understand the policies and rules governing nonsponsored, noncurriculum-related student groups and that the group will abide by those rules.~~

Approval

~~The principal shall approve or reject the request within seven school days, subject to the availability of suitable meeting space and without regard to the religious, political, philosophical, or other content of the speech likely to be associated with the group's meetings.~~

~~Approval to meet as a nonsponsored, noncurriculum-related group shall be granted for one school year at a time, subject to the provisions of this policy.~~

Meetings

STUDENT EXPRESSION
USE OF SCHOOL FACILITIES FOR NONSCHOOL PURPOSES

FNAB
(LOCAL)

~~The principal shall designate noninstructional time for meetings of nonsponsored, noncurriculum-related student groups and shall assign each approved group an appropriate location and time.~~

Employee Monitor

~~The principal shall assign a District employee to attend and monitor each student group meeting. Monitors shall be present at meetings and activities in a nonparticipatory capacity to maintain order and protect school property.~~

~~No employee shall be required to monitor meetings at which the content of the speech would be objectionable to the employee.~~

Announcements and Publicity

~~All nonsponsored, noncurriculum-related student groups shall be given access on the same basis for making announcements and publicizing their meetings and activities, in accordance with guidelines developed by the principal.~~

~~[For distribution of nonschool materials, see FNAA]~~

Violations

~~Failure of a student group to comply with applicable rules may result in loss of the right to meet on school premises.~~

~~In addition, students who violate applicable rules are subject to disciplinary action in accordance with the Student Code of Conduct.~~

Appeals

~~Decisions made by the administration in accordance with this policy may be appealed in accordance with FNG(LOCAL).~~

PROPOSED REVISIONS

The District has established a limited open forum for nonschool use of District facilities in accordance with this policy.

The District shall provide equal access to youth groups designated in federal law, including the Boy Scouts, as it provides to other nonschool users of District facilities. [See Patriotic Societies in GKD(LEGAL)]

Scope of Use

The District shall permit nonschool use of designated District facilities for educational, recreational, civic, or social activities only when the request for such use is made by a District resident affiliated with an organization and when these activities do not conflict with school use or with this policy.

Approval shall not be granted for any purpose that would damage District property or to any group that has damaged District property.

Note: See the following policies for other information regarding facilities use:

- Use by employee professional organizations: DGA
- Use of facilities for school-sponsored and school-related activities: FM
- Use by noncurriculum-related student groups: FNAB
- Use by District-affiliated school-support organizations: GE

Nonprofit Fundraising

The District shall permit nonprofit organizations not affiliated with the District to conduct fundraising events on District property.

For-Profit Use

The District shall not permit individuals or for-profit organizations to use its facilities for financial gain.

Campaign-Related Use

Except to the extent that a District facility is used as an official polling place, District facilities shall not be available for use by individuals or groups for political advertising, campaign communications, or electioneering, as those terms are used in state law.

Scheduling

Requests for nonschool use of District facilities shall be considered on a first-come, first-served basis.

Academic and extracurricular activities sponsored by the District shall always have priority when any use is scheduled. [See FM] The principal shall have authority to cancel a scheduled nonschool use if an unexpected conflict arises with a District activity.

Approval of Use	The principal is authorized to approve a nonschool use of facilities on a school campus. The athletic director is authorized to approve nonschool use of District athletic facilities. The Superintendent is authorized to approve a nonschool use of all other District facilities except athletic facilities. The athletic director is authorized to approve nonschool use of District athletic facilities.
Exception	No approval shall be required for nonschool-related recreational use of the District's unlocked, outdoor recreational facilities, such as the track, playgrounds, tennis courts, and the like, when the facilities are not in use by the District or for a scheduled nonschool purpose.
Emergency Use	In case of emergencies or disasters, the Superintendent may authorize the use of District facilities by civil defense, health, or emergency service authorities.
Use Agreement	Any organization or individual approved for a nonschool use of District facilities shall be required to complete a written agreement indicating receipt and understanding of this policy and any applicable administrative regulations, and acknowledging that the District is not liable for any personal injury or damages to personal property related to the nonschool use.
Fees for Use	Nonschool users shall be charged a fee for the use of designated District facilities. The Superintendent shall establish and publish a schedule of fees based on the cost of the physical operation of the facilities, as well as any applicable personnel costs for supervision, custodial services, food services, security, and technology services.
Exceptions	Fees shall not be charged when District facilities are used: <ol style="list-style-type: none">1. For public meetings sponsored by state or local governmental agencies; or2. By District employee professional organizations [see DGA].; or3. For nonschool uses scheduled during the first hour following the end of the instructional day.
Required Conduct	Persons or groups using District facilities shall: <ol style="list-style-type: none">1. Conduct business in an orderly manner.2. Abide by all laws and policies, including but not limited to those prohibiting the use, sale, or possession of alcoholic beverages, illegal drugs, and firearms, and the use of tobacco products or e-cigarettes on school property. [See GKA]

3. Make no alteration, temporary or permanent, to school property without prior written consent from the Superintendent.

All groups using District facilities shall be responsible for the cost of repairing any damages incurred during use and shall be required to indemnify the District for the cost of any such repairs.

PROPOSED REVISIONS

Distribution of Nonschool Literature Permitted

Written or printed materials, handbills, photographs, pictures, films, tapes, or other visual or auditory materials not sponsored by the District or by a District-affiliated school-support organization shall not be sold, circulated, distributed, or posted on any District premises by any District employee or by persons or groups not associated with the District, except in accordance with this policy.

The District shall not be responsible for, nor shall the District endorse, the contents of any nonschool literature distributed on any District premises.

[See CPAB regarding use of the District's internal mail system and FNAA regarding distribution of nonschool literature by students.]

Limitations on Content

Nonschool literature shall not be distributed on District property if:

1. The materials are obscene, vulgar, or otherwise inappropriate for the age and maturity of the audience.
2. The materials endorse actions endangering the health or safety of students.
3. The materials promote illegal use of drugs, alcohol, or other controlled substances.
4. The distribution of such materials would violate the intellectual property rights, privacy rights, or other rights of another person.
5. The materials contain defamatory statements about public figures or others.
6. The materials advocate imminent lawless or disruptive action and are likely to incite or produce such action.
7. The materials are hate literature or similar publications that scurrilously attack ethnic, religious, or racial groups or contain content aimed at creating hostility and violence, and the materials would materially and substantially interfere with school activities or the rights of others.
8. There is reasonable cause to believe that distribution of the nonschool literature would result in material and substantial interference with school activities or the rights of others.

Prior Review

All nonschool literature intended for distribution on school campuses or other District premises under this policy shall be submitted to the ~~Superintendent~~ principal for prior review in accordance with the following:

NONSCHOOL USE OF SCHOOL FACILITIES
DISTRIBUTION OF NONSCHOOL LITERATURE

GKDA
(LOCAL)

1. Materials shall include the name of the person or organization sponsoring the distribution.
2. Using the standards found in this policy at Limitations on Content, the ~~Superintendent~~ principal shall approve or reject submitted materials within two school days of the time the materials were received.

Exceptions to Prior Review

Prior review shall not be required for distribution of nonschool literature in the following circumstances:

1. Distribution of materials by an attendee to other attendees at a school-sponsored meeting intended for adults and held after school hours;
2. Distribution of materials by an attendee to other attendees at a community group meeting held in accordance with GKD(LOCAL) or a noncurriculum-related student group meeting held in accordance with FNAB(LOCAL); or
3. Distribution for electioneering purposes during the time a school facility is being used as a polling place in accordance with state law [see BBBA].

All nonschool literature distributed under these exceptions shall be removed from District property immediately following the event at which the materials were distributed.

Even when prior review is not required, all other provisions of this policy shall apply.

Time, Place, and Manner Restrictions

Each campus principal shall designate times, locations, and means by which nonschool literature that is appropriate for distribution, as provided in this policy, may be made available or distributed to students or others at the principal's campus.

The Superintendent shall designate times, locations, and means for distribution of nonschool literature at District facilities other than school campuses, in accordance with this policy.

Violations of Policy

Failure to comply with this policy regarding distribution of nonschool literature shall result in appropriate administrative action, including but not limited to confiscation of nonconforming materials and/or suspension of use of District facilities. Appropriate law enforcement officials may be called if a person refuses to comply with this policy or fails to leave the premises when asked. [See GKA]

Appeals

Decisions made by the administration in accordance with this policy may be appealed in accordance with the appropriate District complaint policy. [See DGBA or GF]



LONE OAK ISD

POLICY REVIEW SESSION — [DATE] SUMMARY OF RECOMMENDATIONS

Date sent to district: February 21, 2022

Consultant: Carolyn Austin

I have prepared this summary to detail the recommendations for changes that were discussed by the staff and/or the board during the recent review of the district’s localized policy manual. Copies of all proposed changes are enclosed.

As we discussed during the review session, once the district notifies me of its decisions regarding the proposed changes—by checking the appropriate blanks in the DISTRICT’S RESPONSE column, attaching any relevant material, and returning this document—I will make the appropriate changes to our files.

Please confirm these options by checking the appropriate box:

Adoption	<input type="checkbox"/> The district will adopt all local policies, including both policies recommended for revision and policies that will not be revised, in a stem-to-stern readoption of the manual.	254
	<input type="checkbox"/> The district will adopt only local policies that have been revised.	
Printing	<input type="checkbox"/> The district requests one complete printed copy of the revised manual printed on (check one) ____ blue or ____ white paper.	
	<input type="checkbox"/> The district requests printed copies on (check one) ____ blue or ____ white paper of only the local policies that have been revised.	
	<input type="checkbox"/> The district requests one complete PDF of the revised manual.	
	<input type="checkbox"/> The district requests PDFs only of the local policies that have been revised.	
Binder	<input type="checkbox"/> The district requests new binders and dividers for the manual.	

As always, please call me at (800) 580-7529 if you have any questions.

CODE	RECOMMENDATION	ACTION	DISTRICT'S RESPONSE
AF(LOCAL)	The enclosed revision is recommended to update the URL for the district's innovation plan. This URL will be updated at all policies affected by the plan.	REVISE per enclosed policy	<input type="checkbox"/> YES or <input type="checkbox"/> NO
BBB(LOCAL)	The enclosed revisions are recommended to refer only to future election cycles.	REVISE per enclosed policy	<input type="checkbox"/> YES or <input type="checkbox"/> NO
BQA(LOCAL)	The enclosed revisions are recommended to reflect the operations of the district site-based decision-making team.	REVISE per enclosed policy	<input type="checkbox"/> YES or <input type="checkbox"/> NO
BQB(LOCAL)	The enclosed revisions are recommended to reflect the operations of the campus site-based decision-making committees.	REVISE per enclosed policy	<input type="checkbox"/> YES or <input type="checkbox"/> NO
CB(LOCAL)	The enclosed revisions are recommended to indicate that: <ul style="list-style-type: none"> • The district shall provide public notice of federal grant applications through an information item at a board meeting; and • Grant and award plans shall be approved by the superintendent. 	REVISE per enclosed policy	<input type="checkbox"/> YES or <input type="checkbox"/> NO
CDA(LOCAL)	The enclosed revision is recommended to reflect that the district monitors its investment portfolio monthly or more often as warranted by market conditions.	REVISE per enclosed policy	<input type="checkbox"/> YES or <input type="checkbox"/> NO

CODE	RECOMMENDATION	ACTION	DISTRICT'S RESPONSE
CDC(LOCAL)	The enclosed revisions are recommended to require an employee to obtain supervisor approval before engaging in any web-based fund-raising activity, such as GoFundMe, for funds or items for use by the employee in fulfilling his or her professional responsibilities.	REVISE per enclosed policy	<input type="checkbox"/> YES or <input type="checkbox"/> NO
CV(LOCAL)	The enclosed revisions are recommended to allow the board's designee (usually the superintendent) to approve change orders to construction contracts.	REVISE per enclosed policy	<input type="checkbox"/> YES or <input type="checkbox"/> NO
DC(LOCAL)	The enclosed revisions are recommended to indicate that the board retains authority for employing contractual personnel at the level of campus principal or above and delegates authority to the superintendent to employ all other contractual personnel and at-will employees.	REVISE per enclosed policy	<input type="checkbox"/> YES or <input type="checkbox"/> NO
DCB(LOCAL)	The enclosed revisions are recommended to remove the list of positions for which the district offers Chapter 21 contracts when neither the SBEC nor the district requires certification for the positions because the district now offers non-Chapter 21 contracts for the positions listed in the district's existing policy.	REVISE per enclosed policy	<input type="checkbox"/> YES or <input type="checkbox"/> NO
DCE(LOCAL)	The enclosed revisions are recommended to update the list of positions for which the district offers non-Chapter 21 contracts.	REVISE per enclosed policy	<input type="checkbox"/> YES or <input type="checkbox"/> NO

CODE	RECOMMENDATION	ACTION	DISTRICT'S RESPONSE
DEAB(LOCAL)	The enclosed revisions are recommended to reflect the district's current practice of paying nonexempt employees who normally work 36 hours per week additional pay at the employees' regular hourly rates when working more than 36 but not more than 40 hours in a week.	REVISE per enclosed policy	<input type="checkbox"/> YES or <input type="checkbox"/> NO
DEC(LOCAL)	The enclosed revisions are recommended to delete redundant provisions regarding use of local leave.	REVISE per enclosed policy	<input type="checkbox"/> YES or <input type="checkbox"/> NO
DMA(LOCAL)	The enclosed policy is recommended for deletion from your manual because provisions regarding staff development equivalency would be more appropriately addressed in administrative regulations, such as the employee handbook.	DELETE enclosed policy	<input type="checkbox"/> YES or <input type="checkbox"/> NO
DNA(LOCAL)	The enclosed revisions are recommended to add that a teacher eligible for less-than-annual appraisal must be assigned in his or her certification area.	REVISE per enclosed policy	<input type="checkbox"/> YES or <input type="checkbox"/> NO
EHAD(LOCAL)	The enclosed policy is necessary for districts that provide on school property a hunter education course using real but unloaded firearms and is recommended for inclusion in your manual.	ADD enclosed policy	<input type="checkbox"/> YES or <input type="checkbox"/> NO
EI(LOCAL)	The enclosed revisions are recommended to indicate that the district does not issue certificates of coursework completion to students who have met local requirements for graduation but have not met state testing requirements.	REVISE per enclosed policy	<input type="checkbox"/> YES or <input type="checkbox"/> NO

CODE	RECOMMENDATION	ACTION	DISTRICT'S RESPONSE
EIA(LOCAL)	<p>The enclosed revisions are recommended to indicate that a student may not redo an assignment for which the student received a failing grade.</p> <p>cfa 2/21/22: Please consider this revision carefully. Some assignments (research papers, portfolios, projects) are major grades. I would be more comfortable with leaving the policy as is and using your grading guidelines to indicate that a student may not redo a daily in-class or homework assignment, or may not redo an assignment that constitutes less than 20 percent of their six-week grade (or whatever language you're comfortable with).</p>	REVISE per enclosed policy	<input type="checkbox"/> YES or <input type="checkbox"/> NO
EIC(LOCAL)	<p>The enclosed revisions are recommended to:</p> <ul style="list-style-type: none"> • Add a new category in the weighting of courses for the class rank calculation for courses with modified TEKS; and • Change the district's treatment of transfer credits beginning with the graduating class of 2026. <p>cfa 2/21/22: Please let me know how the Modified courses should be weighted in the chart for GPA conversion.</p>	REVISE per enclosed policy	<input type="checkbox"/> YES or <input type="checkbox"/> NO
EIE(LOCAL)	The enclosed revisions are recommended to revise the district's promotion standards.	REVISE per enclosed policy	<input type="checkbox"/> YES or <input type="checkbox"/> NO

CODE	RECOMMENDATION	ACTION	DISTRICT'S RESPONSE
EIF(LOCAL)	<p>The enclosed revisions are recommended to:</p> <ul style="list-style-type: none"> • Allow a student to complete the foundation program <i>with</i> an endorsement without parent permission, in accordance with current district practice. [Please note that a student must still have parent permission to complete the foundation program <i>without</i> an endorsement, in accordance with law.] • Require a student to complete two additional credits beyond the number mandated by the state for graduation under the foundation program with an endorsement and the foundation program with the distinguished level of achievement. 	REVISE per enclosed policy	<input type="checkbox"/> YES or <input type="checkbox"/> NO
FDA(LOCAL)	<p>The enclosed revisions are recommended to:</p> <ul style="list-style-type: none"> • Allow a student who becomes a nonresident to complete the semester (rather than the year) in a district school; • Reflect the district's innovation plan provisions regarding revocation of transfer agreements during the school year; and • Remove special provisions regarding tuition, which would be more appropriate to address when the board establishes tuition guidelines. 	REVISE per enclosed policy	<input type="checkbox"/> YES or <input type="checkbox"/> NO
FEF(LOCAL)	<p>The enclosed policy is recommended for deletion from your manual because provisions regarding release time for students are already—and more appropriately—addressed in your student handbook.</p>	DELETE enclosed policy	<input type="checkbox"/> YES or <input type="checkbox"/> NO

CODE	RECOMMENDATION	ACTION	DISTRICT'S RESPONSE
FFAC(LOCAL)	The enclosed revisions are recommended to remove provisions regarding administration of unassigned epinephrine auto-injectors at off-campus events and while in transit to and from a school event.	REVISE per enclosed policy	<input type="checkbox"/> YES or <input type="checkbox"/> NO
FM(LOCAL)	The enclosed revisions are recommended to: <ul style="list-style-type: none"> • Allow a student to participate in competitions in board-approved extracurricular activities so long as the student meets eligibility requirements; and • Articulate local eligibility requirements for grades in certain weighted courses for participation in competition in addition to the requirements of the sponsoring organization. 	REVISE per enclosed policy	<input type="checkbox"/> YES or <input type="checkbox"/> NO
FMG(LOCAL)	The enclosed policy is recommended for deletion from your manual because approval for student travel would be more appropriately addressed in administrative regulations.	DELETE enclosed policy	<input type="checkbox"/> YES or <input type="checkbox"/> NO
FNA(LOCAL)	The enclosed policy is recommended for inclusion in your manual to meet the requirements of the 2007 Religious Antidiscrimination Act. cfa 2/21/22: Please let me know how to address the highlighted areas in the attached policy so I can create a final version for presentation to your board.	ADD enclosed policy	<input type="checkbox"/> YES or <input type="checkbox"/> NO
FNAB(LOCAL)	The enclosed revisions are recommended to indicate that the district shall not allow noncurriculum-related student groups to meet on school premises.	REVISE per enclosed policy	<input type="checkbox"/> YES or <input type="checkbox"/> NO

CODE	RECOMMENDATION	ACTION	DISTRICT'S RESPONSE
GKD(LOCAL)	The enclosed revisions are recommended to reflect the district's current practices regarding use of school facilities by community members and organizations.	REVISE per enclosed policy	<input type="checkbox"/> YES or <input type="checkbox"/> NO
GKDA(LOCAL)	The enclosed revisions are recommended to indicate that the campus principal is responsible for review prior to distribution of nonschool literature from community members or organizations.	REVISE per enclosed policy	<input type="checkbox"/> YES or <input type="checkbox"/> NO

TASB RISK MANAGEMENT FUND INTERLOCAL PARTICIPATION AGREEMENT

Pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Participation Agreement (Agreement) is entered into by and between the Texas Association of School Boards Risk Management Fund (Fund) and the undersigned local government of the State of Texas (Fund Member). The Fund is an administrative agency of local governments (Fund Members) that cooperate in performing administrative services and governmental functions relative to risk management.

TERMS AND CONDITIONS

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, including, without limitation, the agreement of the Fund and Fund Members to provide risk management programs as detailed in this Agreement, the receipt and sufficiency of which are hereby acknowledged, Fund Member and the Fund, intending to be legally bound, and subject to the terms, conditions, and provisions of this Agreement, agree as follows:

1. **Authority.** Fund Member hereby approves and adopts the Restatement of Interlocal Agreement, dated May 20, 1997, which restated the Interlocal Agreement dated July 2, 1974, establishing the predecessor of the Fund. The Restatement of Interlocal Agreement is incorporated into this Agreement by reference and is available from the Fund upon request. This Agreement serves to outline the relationship between the Fund and Fund Member. While the Texas Interlocal Cooperation Act provides the overarching basis for the Fund, certain Fund programs are further authorized pursuant to various statutes, such as Chapter 504 of the Texas Labor Code, pertaining to workers' compensation; and Chapter 2259, Subchapter B, of the Texas Government Code, pertaining to other risks or hazards.
2. **Program Participation.** This Agreement enables Fund Member to participate in one or more of the Fund's available programs. Because this is an enabling Agreement, Fund Member must also execute a separate Contribution and Coverage Summary (CCS) for each Fund program from which it seeks coverage and/or administrative services. Only a valid CCS will confer the right to participate in a specific program and each CCS shall be incorporated into this Agreement. Through participation in any Fund program, Fund Member waives none of its immunities and authorizes the Fund, or its designee, to assert such immunities on its behalf and on behalf of the Fund or its designee.
3. **Term of Agreement.** This Agreement shall be effective from the date of the last signature below and shall remain in effect unless terminated as provided in this Agreement. This Agreement will automatically terminate if Fund Member ceases to participate in at least one of the Fund's programs (due to the expiration of a CCS participation term or the valid termination of same) or fails to meet the membership qualifications of the Fund as provided in this Agreement and as determined by the Fund in writing.
4. **Termination.** Unless this Agreement is automatically terminated as described above, this Agreement, and/or any component CCS applicable to Fund Member, can be terminated as set forth below. However, unless specifically required in a CCS, the termination of any single Fund program under a CCS shall not also result in the automatic termination of another pending CCS, or this enabling Agreement if any other CCS is still in force for Fund Member. Rather, each Fund program can only be terminated as provided in this Agreement.
 - a. **By Either Party with 30 Days Notice before Renewal.** Any CCS may be terminated by either party with termination to be effective on any successive renewal date by giving written notice to the other party no later than 30 days prior to automatic renewal.
 - b. **By Fund Member upon Payment of Late Notice Fee.** If Fund Member fails to terminate a CCS as provided above, it may still terminate participation in any Fund program prior to the renewal date by paying a late notice fee as herein provided. If Fund Member terminates the CCS before the renewal date, but with fewer than 30 days' advance written notice, Fund Member agrees to pay the Fund a late notice fee in the amount of 25% of the annual contribution for the expiring participation term. Fund Member expressly acknowledges that the late notice fee is not a penalty, but a reasonable approximation of the Fund's damages for the Fund Member's untimely withdrawal from the program identified in the CCS. However, once the renewal term of a CCS commences, Fund Member can no longer terminate the CCS by paying a late notice fee; the CCS shall renew and Fund Member must pay 100% of the annual contribution for the renewal period.
 - c. **By the Fund upon Breach by Fund Member.** The Fund may terminate this Agreement or any CCS based on breach of any of the following obligations, by giving 10 days' written notice to Fund Member of the breach; and Fund Member's failure to cure the breach within said 10 days (or other time period allowed by the Fund):
 - 1) Fund Member fails or refuses to make the payments or contributions required by this Agreement;
 - 2) Fund Member fails to cooperate and comply with any reasonable requests for information and/or records made by the Fund;

- 3) Fund Member fails or refuses to follow loss prevention or statutory compliance requirements of the Fund, as provided in this Agreement; or
- 4) Fund Member otherwise breaches this Agreement.

If the Fund terminates this Agreement, or any CCS, based on breach as described above, Fund Member agrees that the Fund will have no responsibility of any kind or nature to provide coverage on the terminated Fund program post-termination. Further, Fund Member shall bear the full financial responsibility for any unpaid open claim and expense related to any claim, asserted or unasserted and reported or unreported, against the Fund or Fund Member, or incurred by the agents or representatives of Fund Member.

In addition to the foregoing, if termination is due to Fund Member's failure to make required payments or contributions, Fund Member agrees that it shall pay the Fund liquidated damages in the amount of 50% of the annual contribution for the participation term identified in the terminated CCS.

5. Contributions.

- a. **Agreement to Pay Contribution.** Fund Member agrees to pay its contribution for each Fund program in which it participates based on a plan developed by the Fund. The amount of contribution will be stated in the relevant CCS and will be payable upon receipt of an invoice from the Fund. Late fees amounting to the maximum interest allowed by law, but not less than the rate of interest authorized under Chapter 2251, Texas Government Code, shall begin to accrue daily on the first day following the due date and continue until the contribution and late fees are paid in full. If Fund Member fails to pay the amounts due under this Agreement, including any CCS, the Fund may redirect other amounts due to the Fund Member, payments received from Fund Member, or amounts held by the Fund for Fund Member's benefit, to offset the amount owed. Any offset will not extinguish Fund Member's obligation for any and all payments due under this Agreement, including any CCS.
- b. **Other Payments Due to the Fund.** In addition to contributions, if the Fund Member owes other payments to the Fund, such as deductibles or claim overpayments, and Fund Member fails to timely pay the amounts due, the Fund may redirect other amounts due to the Fund Member, payments received from Fund Member, or amounts held by the Fund for the Fund Member's benefit to offset the amounts owed.
- c. **Estimated Contribution and Contribution Adjustment.** In specified situations, the amount of contribution shown in the CCS will be identified as an estimate. The Fund reserves the right to request an audit of updated exposure information at the end of the CCS participation term and adjust contributions if Fund Member's exposure changes during the CCS participation term. As a result of the exposure review, any additional contribution payable to the Fund shall be paid by Fund Member, and any overpayment of contribution by Fund Member shall be returned or credited by the Fund. The Fund reserves the right to audit the relevant records of Fund Member in order to conduct this exposure review.

Upon expiration of each participation period, Fund Member may request a contribution adjustment due to exposure changes. Such request must be made in writing within 60 days after the end of the participation period. Fund Member must provide documentation as requested by the Fund to demonstrate that the exposure change warrants a contribution adjustment.

The annual contribution may be adjusted due to an exposure change or audit as presented in the CCS. The Fund may also request a contribution adjustment should the Fund's underwriting income for any program within a given program year be inadequate to pay the ultimate cost of claims incurred for that year, the Fund may collect an adjusted contribution from any current or former Fund Member if that Fund Member's contribution is inadequate to pay the Fund Member's claims incurred during that year.

6. **Contribution and Coverage Summary.** Fund Member agrees to abide by each CCS that governs its participation. A CCS will incorporate the program specific coverage document, if any, which sets forth the scope of coverage and/or services from the Fund. This Agreement will be construed to incorporate the CCS, Coverage Agreements, Endorsements, and Addenda, if any, whether or not physically attached. A CCS for a Fund program will state the participation term. After Fund Member's execution of a CCS, the CCS will automatically renew annually, unless terminated in accordance with this Agreement. Any renewal containing a change in the amount of contribution or other terms will be subject to the Amendment by Notice process described in this Agreement.
7. **Loss Prevention.** The Fund may provide loss prevention services to Fund Member. Fund Member agrees to adopt the Fund's reasonable and customary standards for loss prevention and to cooperate in implementing any and all reasonable loss prevention and statutory compliance recommendations or requirements. The Fund makes no warranty on Fund loss prevention recommendations.

8. Other Duties of Fund Member.

- a. **Standards of Performance.** Time shall be of the essence in Fund Member's reporting of any and all claims to the Fund, payment of any contributions or monies due to the Fund, and delivery of any written notices under this Agreement.
- b. **Claims Reporting.** Notice of any claim must be provided to the Fund as required by law or the applicable Coverage Agreement. Failure by Fund Member to timely report a claim may result in denial of coverage or payment of fines or penalties imposed by law or regulatory agencies. If the Fund advances payment of any fine or penalty arising from Fund Member's late claim reporting, Fund Member will reimburse the Fund for all such costs.
- c. **Cooperation and Access.** Fund Member agrees to cooperate and to comply in a timely manner with all reasonable requests for access, information and/or records made by the Fund or by a third-party acting for the Fund. Fund Member further agrees to provide complete and accurate statements of material facts, to not misrepresent or omit such facts, or make false statements to the Fund. The Fund Member agrees that any information held by the Fund's Administrator, or its' affiliated entities may be provided to the Fund. The Fund reserves the right to audit the relevant records of Fund Member to determine compliance with this Agreement.

9. **Administration of Claims.** The Fund or its designee agrees to administer all claims for which Fund Member has coverage after Fund Member provides timely written notice to the Fund. Fund Member hereby authorizes the Fund or its designee to act in all matters pertaining to handling of claims for which Fund Member has coverage pursuant to this Agreement. Fund Member expressly agrees that the Fund has sole authority in all matters pertaining to the administration of claims and grants the Fund or its designee full decision-making authority in all matters, including without limitation, discussions with claimants and their attorneys or other duly authorized representatives. Fund Member further agrees to be fully cooperative in supplying any information reasonably requested by the Fund in the handling of claims. All decisions on individual claims shall be made by the Fund or its designee, including, without limitation, decisions concerning claim values, payment due on the claim, settlement, subrogation, litigation, or appeals.

10. **Excess Coverage/Reinsurance.** The Fund, in its sole discretion, may purchase excess coverage or reinsurance for any or all Fund programs. In the event of a substantial change in terms or cost of such coverage, the Fund reserves the right to make adjustments to the terms and conditions of a CCS as allowed by the Amendment by Notice process under this Agreement. If any reinsurer, stop loss carrier, and/or excess coverage provider fails to meet its obligations to the Fund or any Fund Member, the Fund is not responsible for any payment or any obligations to Fund Member from any reinsurer, stop loss carrier, or excess coverage provider.

11. Subrogation and Assignment of Rights.

- a. Fund Member, on its own behalf and on behalf of any person entitled to benefits under this Agreement, assigns all subrogation rights to the Fund. The Fund has the right, in its sole discretion, without notice to Fund Member, to bring all claims and lawsuits in the name of Fund Member or the Fund. Fund Member agrees that all subrogation rights and recoveries belong first to the Fund, up to the amount of benefits, expenses, and attorneys' fees incurred by the Fund, with the balance, if any, being paid to Fund Member, unless otherwise specifically stated in the Agreement. Award of funds to any person entitled to coverage, whether by judgment or settlement, shall be conclusive proof that the injured party has been made whole. Fund Member's right to be made whole is expressly superseded by the Fund's subrogation rights. If Fund Member procures alternate coverage for a risk covered by the Fund, the latter acquired coverage shall be deemed primary coverage concerning that risk.
- b. Fund Member shall do nothing to prejudice or waive the Fund's existing or prospective subrogation rights under this Agreement. If Fund Member has waived any subrogation right without first obtaining the Fund's written approval, the Fund shall be entitled to recover from Fund Member any sums that it would have been able to recover absent such waiver. Recoverable amounts include attorneys' fees, costs, and expenses.

12. **Appeals.** Fund Member shall have the right to appeal any written decision or recommendation to the Fund's Board of Trustees, and the Board's determination will be final. Any appeal shall be made in writing to the Board Chair within 30 days of the decision or recommendation.

13. **Bylaws, Policies, and Procedures.** Fund Member agrees to abide by the Bylaws of the Fund, as they may be amended from time to time, and any and all written policies and procedures established by the Fund (which are available from the Fund upon written request). If a change is made to the Fund's Bylaws, written policies or procedures which conflicts with or impairs a CCS, such change will not apply to Fund Member until the renewal of such CCS, unless Fund Member specifically agrees otherwise.

14. **Payments.** Fund Member represents and warrants that all payments required under this Agreement of Fund Member shall be made from its available current revenues.

15. **Fund Member's Designation of Coordinator.** Fund Member agrees to designate an employee with appropriate authority as coordinator (Program Coordinator) for Fund Member on this Agreement or any CCS executed by Fund Member. Fund Member's Program Coordinator shall have express authority to represent and to bind Fund Member, shall fully communicate with the Fund regarding Fund business, and shall not delegate this communication to a third party. The Fund will not be required to contact any other individual regarding matters arising from or related to this Agreement. Fund Member reserves the right to change its Program Coordinator as needed, by giving written notice to the Fund; such notice is not effective until actually received by the Fund. Notice provided to the Chief Executive Officer of Fund Member shall also serve as notice to the Program Coordinator.
16. **Risk Sharing Agreement.** This Agreement is a risk sharing and risk participation agreement and should not be construed to be a contract of insurance. If any ambiguity exists in this Agreement, including any CCS or specific coverage document, the provision shall not be construed against the Fund as drafter of this Agreement. The Fund is not an insurance company nor is any member an insured. The Fund is a self-insured risk pool through which its members agree to share risk and actively participate in their contractual obligations to lessen risk and cost for all members. Any reference in this Agreement to an insurance term or concept is coincidental, is not intended to characterize the Fund as "insurance" as defined by law, shall be deemed to apply to self-insurance, and is not to be construed as being contrary to the self-insurance concept.
17. **Representation.** Fund Member authorizes the Fund to represent Fund Member in any lawsuit, dispute, or proceeding arising under or relating to any Fund program and/or coverage in which Fund Member participates. The Fund may exercise this right in its sole discretion and to the fullest extent permitted or authorized by law. Fund Member shall fully cooperate with the Fund, its designee, and the Fund's chosen counsel, including, without limitation, supplying any information necessary or relevant to the lawsuit, dispute, or proceeding in a timely fashion. Subject to specific revocation, Fund Member designates the Fund to act as a class representative on its behalf in matters arising out of this Agreement.
18. **Members' Equity.** The Fund Board, in its sole discretion, may declare a distribution of the Fund's members' equity to Fund Members. Members' equity belongs to the Fund. No current or former individual Fund Member is entitled to an individual allocation or portion of members' equity.
19. **Entire Agreement.** This Agreement, together with the Restated Interlocal Agreement, Bylaws, CCSs, and Coverage Agreements that are in effect as to Fund Member from time to time, represent and contain the complete understanding and agreement of the Fund and Fund Member, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Fund and Fund Member other than those set forth in this Agreement duly executed in writing. In the event of conflict between the terms of this Agreement and the Restated Interlocal Agreement, Bylaws, CCS, or any Coverage Agreement, the specific terms of the later adopted agreement shall prevail to the extent necessary to resolve the conflict. This Agreement replaces all previous Interlocal Participation Agreements between the Fund and Fund Member. Notwithstanding the foregoing, this Agreement does not supersede any unexpired participation term or pending claim under an existing agreement between Fund Member and Fund.
20. **Amendment by Notice.** This Agreement, including any of its component CCSs or coverage documents, may be amended by the Fund, in writing, by providing Fund Member with written notice before the earlier of (i) the effective date of the amendment or (ii) the date by which Fund Member can terminate without payment of late notice fees or liquidated damages. Unless this Agreement expressly provides otherwise, an amendment shall only apply prospectively and Fund Member shall have the right to terminate this Agreement, or a component CCS to which the amendment applies, before the amendment becomes effective, as provided in this Agreement. If Fund Member fails to give the Fund timely written notice of termination, Fund Member shall be deemed to have consented to the Fund's amendment and agrees to abide by and be bound by the amendment, without necessity of obtaining Fund Member's signature.

The Fund may amend this Agreement or any CCS effective upon renewal. Amendments may be for any reason including changes to the terms or contribution amount.

The Fund may also amend this Agreement or any CCS, effective during the term of a CCS, for any reason including but not limited to the following:

- a. State or federal governments, including any court, regulatory body, or agency thereof, adopt a statute, rule, decision, or take any action that would substantially impact the rights or financial obligations of the Fund as it pertains to this Agreement, or any Fund program or CCS.
- b. The terms of the Fund's stop-loss or excess coverage or reinsurance change substantially.

If the Fund exercises the option to amend the Agreement or any CCS during the term of a CCS and prior to renewal, the Fund shall give Fund Member 30 days advance written notice. Fund Member will then have the right during the 30-day period to give the Fund written notice of termination of the applicable Fund program, effective upon the expiration of the 30-day notice period (or longer period if so provided by the Fund in writing).

21. **Severability; Interpretation.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter of this Agreement, but rather in accordance with the fair meaning thereof.
22. **Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles that would require the application of the laws of another state. The Fund retains its governmental immunity except to the extent it is waived by the legislature. The parties agree that the following adjudication procedures apply to any legal dispute, and that the Fund Member's right to file suit against the Fund is contingent upon compliance with these procedures pursuant to Texas Local Government Code section 271.154:
- a. Prior to filing suit, the Fund Member must comply with all of its obligations under this Agreement and any specific Coverage Agreement including an appeal to the Fund Board as described by Section 12 of this Agreement. A good-faith appeal to the Fund Board is a pre-suit adjudication procedure that is required before litigation by a Fund Member against the Fund.
 - b. Prior to filing suit, the Fund Member will participate in good faith in mediation in Travis County, Texas before a mediator approved by both parties; and
 - c. Any suit against the Fund must be brought in Travis County, Texas.

In the event of a lawsuit or formal adjudication between Fund Member and the Fund, the prevailing party is entitled to recover reasonable and necessary attorneys' fees and expenses, including expert fees, that are equitable and just.

Waiver and Estoppel. No provision of this Agreement will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision. Estoppel may not be asserted against either party so as to prevent that party from enforcing or insisting on the other party's compliance with any provision of this Agreement.

Assignment. This Agreement or any duties or obligations imposed by this Agreement shall not be assignable by Fund Member without the prior written consent of the Fund. Fund Member shall not transfer any interest in Fund claim related payments to any third party, including, but not limited to litigation finance companies, attorneys, banks, public adjusters, architects, engineers, or contractors. Any action by the Fund Member which grants or attempts to grant to any third party an interest in or control over any claim payment, including, but not limited to, the Member's entry into a contingent fee contract, will immediately suspend any obligation by the Fund to make any claim payment under this Agreement. The obligation of the Fund to make any such claim payments shall not be restored unless and until the Fund Member provides the Fund with evidence reasonably satisfactory to the Fund that any such transfer or attempt to transfer an interest in or control over such claim payment to a third party has effectively been terminated.

23. **Authorization.** By the execution of this Agreement, the undersigned individuals warrant that they have been authorized by all requisite governance action to enter into and to perform the terms and conditions of this Agreement and that the Fund Member authorizes the Program Coordinator or Chief Executive Officer to approve and bind the Fund Member to any current or future CCS entered into under this Agreement
24. **Notice.** Unless expressly stated otherwise in this Agreement, any notice required or provided under this Agreement by either party to the other party shall be in writing and shall be sent by first class mail, postage prepaid or by a carrier for overnight service or by electronic means typically used in commerce. Notice to the Fund shall be sufficient if made or addressed as follows: TASB Risk Management Fund, P.O. Box 301, Austin, Texas 78767-0301, or tasbrmf@tasbrmf.org. The Fund's required notice address may be updated through explicit written or electronic notice to Fund Members. Notice to a Fund Member shall be sufficient if addressed to the Program Coordinator or Fund Member's Chief Executive Officer and mailed to Fund Member's physical or electronic address of record on file with the Fund.
25. **Miscellaneous.** These provisions apply throughout this Agreement:
- a. **Fund reference.** Any reference to the Fund in this Agreement includes reference to its designees.
 - b. **CCS reference.** References to a Contribution and Coverage Summary (CCS) includes a reference to all separate coverage portions of a CCS and/or any similar service agreement between the Fund and a Fund Member.
 - c. **"Including."** Unless the context requires otherwise, the term "including" means "including but not limited to."
 - d. **Successors.** This Agreement binds and inures to the benefit of the parties and their successors.
 - e. **Headings.** The headings are for convenience only and do not affect the interpretation of this Agreement.

26. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party shall not affect the validity or enforceability of this Agreement. Either party may rely upon a facsimile or imaged signature as if it were an original. This Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

WHEREFORE, the parties agree to be bound by this Agreement by signing below.

For FUND MEMBER: **Lone Oak ISD**

By: _____

Date: _____

Signature of Fund Member's Authorized Representative

Printed Name of Fund Member's Authorized Representative

Date approved by Fund Member's Board of Trustees: _____

For TASB Risk Management Fund Use Only

For TASB RISK MANAGEMENT FUND:

By: _____

Date: _____

Chair, TASB Risk Management Fund Board of Trustees