



*Shemeka Millner-Williams  
Acting Superintendent of Schools*

**Certified Notice of Posting and Agenda  
of Lancaster ISD Board of Trustees**

*Lancaster ISD Administration Building, Board Auditorium  
422 S. Centre Avenue  
Lancaster, TX 75146  
August 13, 2020 @ 6:30 PM*

**1. Zoom Video Conference or Call-in Information**

The public may access this meeting via Zoom video conference: <https://zoom.us/j/94988803057?pwd=UEtYN29TQjJBd3hOc1BVUIB1eng5dz09>, by calling 1-346-248-7799, Meeting ID: 949 8880 3057, Passcode: 384976 or by calling toll-free 1-833-302-1536.

**2. District Goals**

- Goal 1 - (G1) Improve Student Performance
- Goal 2 - (G2) Fiscal Responsibility and Financial Transparency
- Goal 3 - (G3) Campus Safety
- Goal 4 - (G4) Improve Internal and External Communication

**3. Call Meeting to Order**

**4. Recess to Closed Session**

As authorized by the Texas Open Meetings Act, Texas Government Code Chapter 551 Tex. Gov't Code: §551.071 (Legal advice with school attorney), §551.072 (Deliberation regarding real property), §551.074 (Personnel matters), and §551.076 (Deliberation regarding security devices or security audits).

- A. Discussion of Board Meeting Dates - BDAA(LEGAL)

**5. Reconvene in Open Session**

Consider and take Possible Action on Items Discussed in Closed Session:

**6. Opening Ceremonies**

- A. Invocation - Pastor Alton Dixon, The Faith Church

**7. Recognitions and Commendations**

- A. Recognition of Students, Staff, Community Members, Donations, and Gifts

**8. Superintendent's Report**

- A. School Reopening Update
- B. May 2015 Bond Update
- C. New Road at Rosa Parks Millbrook Update

**9. Citizens Communication on Posted Agenda Items**

Should you wish to address the Board during public comment, please submit your name, address, and the agenda item you wish to address to [info@lancasterisd.org](mailto:info@lancasterisd.org) by 5:00 p.m. on Wednesday, August 12, 2020. Please put the following in the subject line of the email: "Public Comment for August 13, 2020 Called Board Meeting".

**10. Adoption of Consent Agenda**

- A. Approval of the following Minutes - BE(LEGAL and LOCAL)



# Lancaster ISD Board Agenda

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**Meeting Type:** Regular

**Meeting Date:** 8/13/2020

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**Category:** Consent Agenda

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**Item Name:** June 18, 2020 Regular Meeting Minutes and July 23, 2020 Emergency Meeting.

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**Related Goals (District and/or Strategic):** Goal 4: Improve Internal and External Communication

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**Currently Budgeted?**  Yes  No  No Budgetary Impact  
(If Yes, description provided under Fiscal Implications.)

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**Attachments:**  Yes  No

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**Primary Contact Person:** Dr. Elijah Granger, Superintendent

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**Presenter:** Mrs. Ellen Clark, Board President

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**Explanation:** Possible approval of board minutes for the months of June and July 2020.

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**Intended Audience:** Internal/External

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**Impact or Expected Outcome:** N/A

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**Recommendation:** N/A

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**Fiscal Implications and Funding Source:** None

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**Frequency Monitored:** Annually

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**District Contact:** Mrs. Margo Enriquez

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1. June 18, 2020 - Regular Board Meeting

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## Minutes of Regular Meeting

### The Board of Trustees Lancaster ISD

#### June 18, 2020 at 5:30 p.m.

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A Regular Meeting of the Board of Trustees of Lancaster ISD was held Thursday, May 21, 2020, beginning at 5:00 PM via Zoom videoconferencing.

#### 1. Call Meeting to Order

Board President Clark called the meeting to order at **5:33 p.m.**

**Trustees present:** Ellen Clark, Rhonda Davis, Marion Hamilton, LaShonjia Harris, Ty G. Jones, and Carolyn Morris. Trustee Hamilton lost connectivity at 7:45 p.m.

**Trustees absent:** LaRhonda Mays.

#### 2. Recess to Closed Session

The Board went into closed session at **5:36 p.m.** for the purpose of consideration of matters for which closed or executive sessions are authorized by the Texas Open Meetings Act, Texas Government Code §551.071 (Legal advice with school attorney), §551.072 (Deliberation regarding real property), §551.074 (Personnel matters), and §551.076 (Deliberation regarding security devices or security audits).

A. Discussion of Current Litigation - BEC(LLEGAL)

B. Discussion of the Board Evaluation - BG(LLEGAL)

#### 3. Reconvene in Open Session

Board reconvened into a regular meeting at **5:54 p.m.** to Consider and take Possible Action on Items Discussed in Closed Session.

No action items.

#### 4. Opening Ceremonies

A. Invocation - Pastor Richardson, Zion Primitive Baptist Church

Due to technical difficulties, invocation was done after action item F at 7:00 p.m.

B. Recognitions:

- Congratulations to the LHS Class of 2020
  - Valedictorian – Jaycee Chaney
  - Salutatorian – Manuel Rodriguez
- Senior Sign Surprise – Custom Class of 2020 yard signs delivered to LHS seniors
- Years of Service Awards
  - Rosalind Johnson – 42 years
  - Lidia DeLeon – 35 years
  - Gwendolyn Churchill-Scott – 34 years (2 with LISD)
  - Debbie Hines – 25 years
  - Linda Casteel – 24 years
- Teacher of the Year
  - Bridget Gamble-Thompson – Elementary
  - Terrica Walls – Secondary
- Boys Basketball 2020 State Champions

- Debutants 2020
  - Jaycee Chaney
  - LaKeccia Combs
  - Martayllia Copes
  - Raven Williams
- CTE Certifications – 41 scholars received certifications or completed internships
- BSW Scholarship Recipient
  - Kamiah Long
- BSW 2020 Leadership Southwest Graduates
  - Dr. Elijah Granger
  - Ms. Pamela Brown
  - Mrs. Shemeka Millner-Williams

#### 5. Superintendent's Report

Dr. Granger briefed the board on the following:

- Technology distribution
- COVID-19
- LHS Seniors electronic device return
- Child Nutrition 51,299 meals served
- Reopening schools
- Recognition of Boys Basketball State Champion Team

#### 6. Citizens Communication on Posted Agenda Items

None presented.

#### 7. Adoption of Consent Agenda

- A. Approval of the following Minutes - BE(LEGAL and LOCAL)
  1. May 21, 2020 - Regular Board Meeting
  2. May 26, 2020 - Called Board Meeting
  3. June 11, 2020 - Budget Workshop
- B. Approval of May 2020 Financial Report - CAA(LOCAL)-(G2)
- C. Approval of Addendum of the Inter-local Agreement, between Lancaster ISD and Dallas ISD, to Extend Lease of the Pat Raney Center - (G2, G4)
- D. Approval of the School Based Telehealth Services Agreement - (G3, G4)

President Clark called for a motion to approve consent agenda items. Trustee Morris pulled item C and Trustee Jones pulled item B. Trustee Jones made the motion, seconded by Trustee Hamilton, to approve remaining consent agenda items A and D. President Clark called for a vote by stating name and aye or no.

Motion carried 6-0.

Mrs. Pumphrey answered a few clarifying questions about item B; regarding Portfolio Investments and Child Nutrition Revenue.

President Clark called for a motion to approve consent agenda item B. Trustee Jones made the motion, seconded by Trustee Hamilton to approve consent agenda item B, Approval of the May 2020 Financial Report. President Clark called for a vote by stating name and aye or no.

Motion carried 6-0.

Mrs. Pumphrey answered a few clarifying about item C; regarding inter-local impact on budget, when money is received, if funds received are utilized for capital improvements, and where funds are allocated. Trustee Jones asked if we are approving capital improvements. Dr. Price clarified that they are not being approved.

President Clark called for a motion to approve consent agenda item C. Trustee Jones made the motion, seconded by Trustee Morris to approve consent agenda item C, Approval of Addendum of the Inter-local Agreement, between Lancaster ISD and Dallas ISD, to Extend Lease of the Pat Raney Center. President Clark called for a vote by stating name and aye or no.

Motioned carried 6-0.

#### 8. Action Items

- A. Discussion and possible approval of the Resolution for Racial, Socio-Economic, and Educational Equity - DAA(LEGAL) and FB(LEGAL and LOCAL)-(G1, G3, G4)

**Presenter: Pamela Brown, Deputy Superintendent of Human Resources**

Ms. Brown read Resolution for Racial, Socio-Economic, and Educational Equity. This resolution addresses racial, socio-economic, and educational equity. The Lancaster Independent School Police Officers took the Officer's Pledge in support of the resolution. Administration recommends approval of this item.

President Clark called for a motion to approve action item A. Trustee Jones made the motion, seconded by Trustee Davis, to approve the Resolution for Racial, Socio-Economic, and Educational Equity. President Clark called for a vote by stating name and aye or no.

Motion carried 5-0-1. (Trustee Morris abstained from voting).

- B. Discussion and possible approval of the Purchase and Installation of a six-foot Iron Rod Fence around Portable Classroom Buildings at Houston, Rosa Parks, and Belt Line Elementary Campuses with Safety and Security Grant from The Texas Education Agency - CH(LEGAL and LOCAL)-(G3)

**Presenter: Chief Clifford Wherley, Chief of LISD Police**

The police department applied and was awarded a grant for \$118, 898 from TEA, which was accepted by the Board at the April 2020 meeting. A part of the grant, \$58, 672, will be used to purchase and installation of security fencing. Administration recommends approval of this item.

President Clark called for a motion to approve action item B. Trustee Morris made the motion, seconded by Trustee Jones, to approve the Purchase and Installation of a six-foot Iron Rod Fence around Portable Classroom Buildings at Houston, Rosa Parks, and Belt Line Elementary Campuses with Safety and Security Grant from The Texas Education Agency. President Clark called for a vote by stating name and aye or no.

Motion carried 6-0.

- C. Discussion and possible approval of the Budget and Proposed Tax Rate Public Meeting Date - CE(LEGAL)-(G2)

**Presenter: Shonna Pumphrey, Chief Financial Officer**

Mrs. Pumphrey presented the 2020-21 Budget Adoption Calendar and Proposed Tax Rate to be published on Public Meeting Notice. Administration recommends approval of this item.

President Clark called for a motion to approve action item C. Trustee Jones made the motion, seconded by Trustee Harris, to approve the Budget and Proposed Tax Rate Public Meeting Date. President Clark called for a vote by stating name and aye or no.

Motion carried 6-0.

D. Discussion and possible approval of the Budget Amendments - CE(LEGAL and LOCAL)-(G2)

None presented.

E. Discussion and possible approval of the Acceptance of the Jobs and Education for Texans (JET) Award in the amount of \$233,939 - CDC(LEGAL and LOCAL)-(G2)

**Presenter: Shemeka Millner-Williams, Deputy Superintendent**

The Jobs and Education for Texans (JET) Grant will provide funds to purchase and install equipment necessary for the development of career and technical education courses and programming that lead to a license, certificate or post-secondary degree in identified high-demand occupations:

- Advanced Manufacturing
- Agriculture/Welding

Administration recommends approval of this item.

President Clark called for a motion to approve action item E. Trustee Davis made the motion, seconded by Trustee Harris, to the Acceptance of the Jobs and Education for Texans (JET) Award in the amount of \$233,939. President Clark called for a vote by stating name and aye or no.

Motion carried 6-0.

F. Discussion and possible approval of the Purchase of Educational Items with JET Award - CH(LEGAL and LOCAL)-(G1, G2)

**Presenter: Shemeka Millner-Williams, Deputy Superintendent**

Mrs. Millner presented a request to purchase equipment outlined in the JET Grant:

- Tech-Lab FANUC Industrial Robotics for Advanced Manufacturing (\$104,100)
- Welding Equipment and Materials (80,834)
- Paxton Patterson Modules for STEM/Advanced Manufacturing (\$52,515)

Administration recommends approval of this item.

President Clark called for a motion to approve action item F. Trustee Jones made the motion, seconded by Trustee Morris, to approve the Purchase of Educational Items with JET Award. President Clark called for a vote by stating name and aye or no.

Motion carried 6-0.

G. Discussion and possible approval of the Purchase of Technology - CH(LEGAL and LOCAL)-(G1, G2)

**Presenter: Shemeka Millner-Williams**

Mrs. Millner presented a request for an additional purchase of ChromeBooks and Dell Latitude Laptops due to COVID 10 considerations. The purchase will enable continued improvement in student

achievement and viability and improve the LISD standard for teachers and employees. The cost will not exceed 1M dollars. Administration recommends approval of this item.

President Clark called for a motion to approve action item G. Trustee Davis made the motion, seconded by Trustee Hamilton, to approve the purchase of additional ChromeBooks and teacher devices. President Clark called for a vote by stating name and aye or no.

Motion carried 6-0.

- H. Discussion and possible approval of the Resolution Authorizing the Disposal of Unnecessary Surplus Technology Through Refurbishment and Resale Programs - CMD(LEGAL)-(G4)

**Presenter: Sonya Butler, Chief of Technology**

Ms. Butler read the resolution and presented a request to recycle or refurbish districtwide technology. Veterans Alliance Resourcing, Inc. will help the district recover value from retired and surplus IT assets and other electronics. Administration recommends approval of this item.

President Clark called for a motion to approve action item H. Trustee Jones made the motion, seconded by Trustee Hamilton, to approve the Resolution Authorizing the Disposal of Unnecessary Surplus Technology Through Refurbishment and Resale Programs. President Clark called for a vote by stating name and aye or no.

Motioned carried 6-0.

- I. Discussion and possible approval of the Purchase of Wi-Fi Hotspots using the Technology Lending Grant - CH(LEGAL and LOCAL) - (G1)

**Presenter: Sonya Butler, Chief of Technology**

Ms. Butler presented a request to purchase hotspots to meet student need in support of 1 to 1 technology needs initiative and at home learning. The items will be purchased using the Technology Lending Grant. Administration recommends approval of this item.

President Clark called for a motion to approve action item J. Trustee Jones made the motion, seconded by Trustee Morris, to approve the Purchase of Wi-Fi Hotspots using the Technology Lending Grant. President Clark called for a vote by stating name and aye or no.

Motion carried 6-0.

- J. Discussion and possible approval to submit the HB3834 Cyber Security Compliance Training Status Report to the Texas Department of Information Resources (DIR) - CQB(LEGAL and LOCAL)-(G3)

**Presenter: Sonya Butler, Chief of Technology**

Under HB 3834, which amends Texas Government Code, Chapter 2054, Subchapter N-1, school districts are required to provide an annual cybersecurity training program that has been certified by the Texas Department of Information Resources (DIR) to all employees who have access to a computer or database. Administration recommends approval for the district to report Cyber Security Compliance Training Status as Compliant to the Texas Department of Information Resources (DIR).

President Clark called for a motion to approve action item J. Trustee Jones made the motion, seconded by Trustee Davis, to approve and submit the HB3834 Cyber Security Compliance Training Status Report to the Texas Department of Information Resources (DIR). President Clark called for a vote by stating name and aye or no.

Motion carried 5-0. (Trustee Hamilton lost connectivity at 7:45 p.m.).

- K. Discussion and possible Election of the 2020-21 Texas Association of School Boards Delegate BAA(LEGAL)-(G4)

**Presenter: Ellen Clark, Board President**

President Clark called for nominations for TASB delegate. Trustee Morris made the motion, seconded by Trustee Jones, to nominate Carolyn Morris as the TASB Delegate for Lancaster ISD. President Clark called for a vote by stating name and aye or no.

Motion carried 4-0-1 (Trustee Harris abstained from voting).

- L. Discussion and possible Election of the 2020-21 Texas Association of School Boards Alternate Delegate - BAA(LEGAL)-(G4)

**Presenter: Ellen Clark, Board President**

President Clark called for nominations for TASB delegate. Trustee Morris made the motion to nominate Ty G. Jones as the TASB Alternate Delegate for Lancaster ISD. Trustee Jones withdrew the nomination due to conflict.

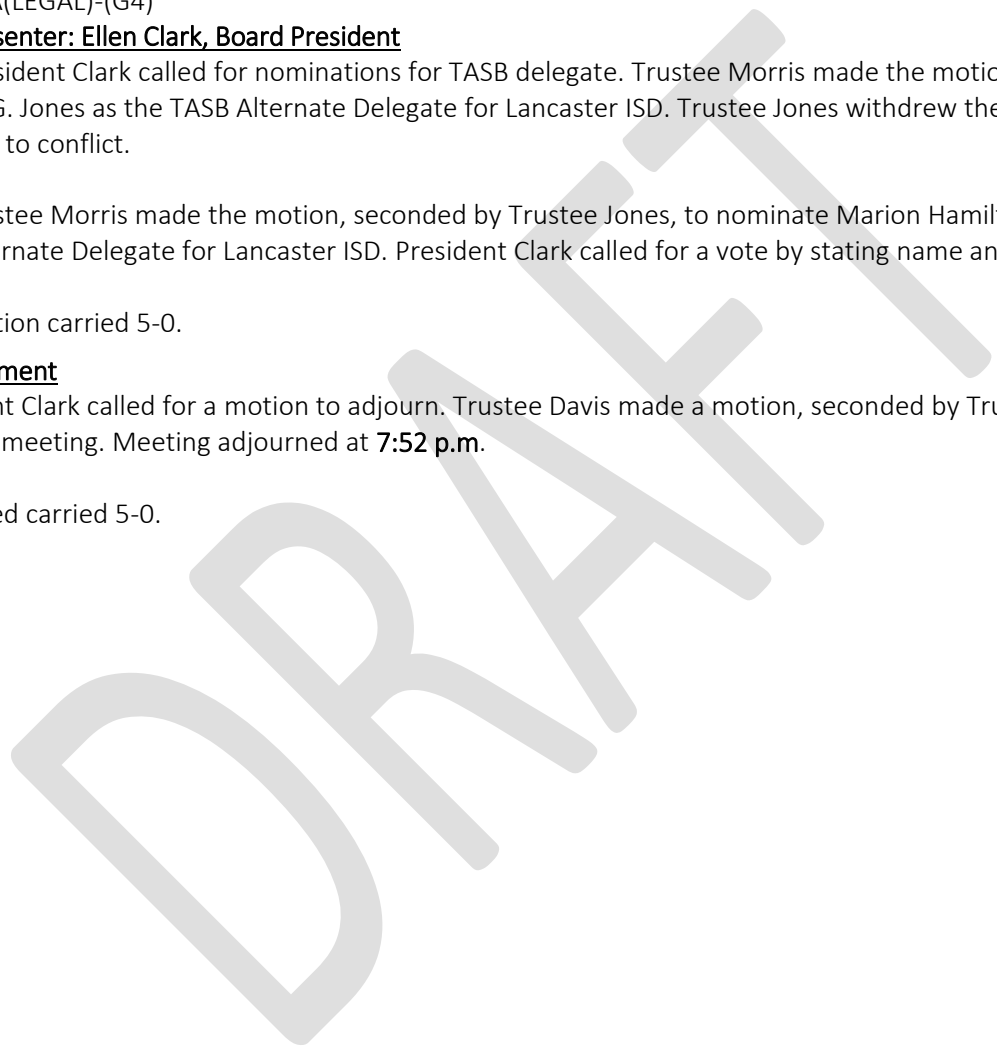
Trustee Morris made the motion, seconded by Trustee Jones, to nominate Marion Hamilton as the TASB Alternate Delegate for Lancaster ISD. President Clark called for a vote by stating name and aye or no.

Motion carried 5-0.

9. **Adjournment**

President Clark called for a motion to adjourn. Trustee Davis made a motion, seconded by Trustee Jones, to adjourn meeting. Meeting adjourned at **7:52 p.m.**

Motioned carried 5-0.



2. July 23, 2020 - Emergency Called Board Meeting

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# Minutes of Emergency Called Meeting

## The Board of Trustees Lancaster ISD

### July 23, 2020 at 6:30 p.m.

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An Emergency Meeting of the Board of Trustees of Lancaster ISD was held Thursday, July 23, 2020, beginning at 6:30 PM Via Zoom videoconferencing.

1. **Call Meeting to Order**

Board President Clark called the meeting to order at **6:31 p.m.**

**Trustees present:** Ellen Clark, LaRhonda Mays, Rhonda Davis, LaShonjia Harris, Ty G. Jones, and Carolyn Morris.

**Trustees absent:** Marion Hamilton.

2. **Citizens Communication on Posted Agenda Items**

None presented.

3. **Action Items**

Texas Government Code § 551.045. Exception to General Rule: Notice of Emergency Meeting or Emergency Addition to Agenda. (b) An emergency or an urgent public necessity exists only if immediate action is required of a governmental body because of: (2) a reasonably unforeseeable situation, including: (C) epidemic (COVID-19).

A. Consider and take possible action to Amend the 2020-2021 School Calendar - (G4)

**Presenter: Dr. Elijah Granger, Superintendent of Schools**

The amended 2020-21 school year calendar presented is in the best interest of students, teachers, faculty, and staff. The start date is September 8, 2020 and end date is June 7, 2021. The school district is taking the necessary precautions due to COVID-19 pandemic and high number of infections in Dallas County. Administration recommends approval of this item.

Motion carried 6-0.

4. **Adjournment**

President Clark called for a motion to adjourn. Trustee Mays made a motion, seconded by Trustee Jones, to adjourn meeting. Meeting adjourned at **6:40 p.m.**

Motioned carried 6-0.

B. Consider the approval of the June 2020 and July 2020 Financial Reports -  
CAA(LOCAL)-(G2)

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# Lancaster ISD Board Agenda

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**Meeting Type:** Regular

**Meeting Date:** August 27, 2020

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**Category:** Consent Agenda

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**Item Name:** Approval of July 2020 Financial Reports

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**Related Goals (District and/or Strategic):** Goal 2: Financial Responsibility and Transparency

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**Currently Budgeted?**  Yes  No  No Budgetary Impact  
(If Yes, description provided under Fiscal Implications.)

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**Attachments:**  Yes  No

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**Primary Contact Person:** Dr. Elijah Granger

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**Presenter and District Contact:** Shonna Pumphrey

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**Explanation:** The following reports include the Revenue and Expenditure Fund Summary, General Fund Expenditure Budget Status Report, and Portfolio Investment Report as of and for the month ending July 30, 2020 and are presented as unaudited.

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**Intended Audience:** All District Stakeholders

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**Impact or Expected Outcome:** Financial Transparency and Analysis

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**Recommendation:** Administration recommends the approval of the attached Financial Reports as presented.

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**Fiscal Implications and Funding Source:** None

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**Frequency Monitored:** Continuously.....Audited annually.

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**Project Start Date: July 1, 2020**

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**Project Completion Date: July 31, 2020**

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# Financial Statements for June, 2020

# Investment Report



**LANCASTER INDEPENDENT SCHOOL DISTRICT  
PORTFOLIO INVESTMENT REPORT  
June 1, 2020 Through June 30, 2020**

<u>Fund/Description</u>	<u>Beginning Value 6/1/2020</u>	<u>Deposits/ Purchases</u>	<u>Withdrawals/ Maturities</u>	<u>Interest</u>	<u>Ending Value 6/30/2020</u>	<u>Balance per G/L</u>	<u>Variance</u>	<u>Market Value Qtr 3</u>
<b>General Fund:</b>								
Lone Star	\$ 25,066,793.86	\$ 139,269.24	\$ (4,040,766.62)	\$ 3,758.37	\$ 21,169,054.85	\$ 21,169,054.85	\$ -	\$ 25,071,287.77
TexPool	\$ 374,472.09	\$ -	\$ -	\$ 66.61	\$ 374,538.70	\$ 374,538.70	\$ -	\$ 374,538.70
<b>General Fund Totals</b>	<b>\$ 25,441,265.95</b>	<b>\$ 139,269.24</b>	<b>\$ (4,040,766.62)</b>	<b>\$ 3,824.98</b>	<b>\$ 21,543,593.55</b>	<b>\$ 21,543,593.55</b>	<b>\$ -</b>	<b>\$ 25,445,826.47</b>
<b>Debt Service Fund:</b>								
Lone Star	\$ 9,242,395.89	\$ 360,912.75	\$ -	\$ 1,465.55	\$ 9,604,774.19	\$ 9,604,774.19	\$ -	\$ 9,244,052.84
TexPool	-	-	-	-	-	-	-	-
<b>Debt Service Fund Totals</b>	<b>\$ 9,242,395.89</b>	<b>\$ 360,912.75</b>	<b>\$ -</b>	<b>\$ 1,465.55</b>	<b>\$ 9,604,774.19</b>	<b>\$ 9,604,774.19</b>	<b>\$ -</b>	<b>\$ 9,244,052.84</b>
<b>QZAB Project Fund:</b>								
Lone Star	\$ 3,905.02	\$ -	\$ -	\$ 0.63	\$ 3,905.65	\$ 3,905.65	\$ -	\$ 3,905.74
<b>Capital Projects Fund:</b>								
Lone Star 2015	\$ 938,776.11	\$ -	\$ -	\$ 148.00	\$ 938,924.11	\$ 938,924.11	\$ -	\$ 938,944.41
Lone Star 2016	\$ 1.64	\$ -	\$ -	\$ -	\$ 1.64	\$ 1.64	\$ -	\$ 1.64
Lone Star 2017	\$ 13,340,404.95	\$ -	\$ (1,418,578.82)	\$ 2,056.20	\$ 11,923,882.33	\$ 11,923,882.33	\$ -	\$ 13,342,796.58
TexPool	\$ 103,944.48	\$ -	\$ -	\$ 18.54	\$ 103,963.02	\$ 103,963.02	\$ -	\$ 103,963.02
<b>Capital Projects Funds</b>	<b>\$ 14,383,127.18</b>	<b>\$ -</b>	<b>\$ (1,418,578.82)</b>	<b>\$ 2,222.74</b>	<b>\$ 12,966,771.10</b>	<b>\$ 12,966,771.10</b>	<b>\$ -</b>	<b>\$ 14,385,705.65</b>
<b>Child Nutrition Fund:</b>								
TexPool	\$ 101,896.43	\$ -	\$ -	\$ 18.12	\$ 101,914.55	\$ 101,914.55	\$ -	\$ 101,897.03
<b>Investment Pool Totals:</b>								
Lone Star	\$ 48,592,277.47	\$ 500,181.99	\$ (5,459,345.44)	\$ 7,428.75	\$ 43,640,542.77	\$ 43,640,542.77	\$ -	\$ 43,640,542.77
TexPool	\$ 580,313.00	\$ -	\$ -	\$ 103.27	\$ 580,416.27	\$ 580,416.27	\$ -	\$ 1,442,215.08
<b>Portfolio Totals</b>	<b>\$ 49,172,590.47</b>	<b>\$ 500,181.99</b>	<b>\$ (5,459,345.44)</b>	<b>\$ 7,532.02</b>	<b>\$ 44,220,959.04</b>	<b>\$ 44,220,959.04</b>	<b>\$ -</b>	<b>\$ 45,082,757.85</b>

# Statement of Revenues, Expenditures and Changes in Fund Balance



**LANCASTER INDEPENDENT SCHOOL DISTRICT**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS**  
**As Of Date 06-30-2020**

	<b>Budget</b>	<b>Encumbrance Outstanding</b>	<b>YTD Actuals</b>	<b>Balance</b>	<b>YTD %</b>	<b>Prior Year YTD%</b>
<b>General Fund Revenues</b>						
Local Revenue	32,733,367	-	33,185,558	(452,191)	101.38%	105.02%
State Revenue	40,517,229	-	24,869,832	15,647,397	61.38%	63.08%
Federal Revenue	1,030,355	-	1,146,532	(116,177)	111.28%	120.91%
<b>Total General Fund Revenue</b>	<b>74,280,951</b>	<b>-</b>	<b>59,201,922</b>	<b>15,079,029</b>	<b>79.70%</b>	<b>82.65%</b>
<b>General Fund Expenditures</b>						
11 Classroom Instruction	38,314,612	1,315,797	32,175,817	4,822,998	87.41%	83.64%
12 Instructional Resources & Media Services	594,160	26,739	459,834	107,587	81.89%	81.37%
13 Curriculum/Instructional Staff Development	1,502,019	272,770	1,384,608	(155,359)	110.34%	70.18%
21 Instructional Leadership	1,497,262	3,809	905,803	587,651	60.75%	76.19%
23 School Leadership	4,381,339	2,455	3,531,900	846,984	80.67%	80.57%
31 Guidance & Counseling Services	2,342,920	117,953	1,903,193	321,774	86.27%	81.09%
32 Social Work Services	11,355	-	-	11,355	0.00%	0.00%
33 Health Services	774,692	5,516	507,548	261,628	66.23%	72.74%
34 Student (Pupil) Transportation	2,728,783	38,218	2,103,940	586,624	78.50%	85.83%
35 Child Nutrition	-	-	-	-	0.00%	15.20%
36 Cocurricular/Extracurricular Activities	2,069,039	80,306	1,598,814	389,919	81.15%	95.70%
41 General Administration	4,145,441	74,535	3,039,922	1,030,984	75.13%	76.18%
51 Plant Maintenance & Operations	8,783,463	688,265	5,658,017	2,437,182	72.25%	77.51%
52 Security & Monitoring Services	1,437,103	29,676	1,084,050	323,378	77.50%	74.85%
53 Data Processing Services	2,738,042	412,034	2,001,123	324,885	88.13%	89.83%
61 Community Services	51,996	-	34,942	17,054	67.20%	63.56%
71 Debt Services	749,724	18,755	577,442	153,527	79.52%	75.21%
95 Payments to JJAEP	30,000	15,714	14,286	-	100.00%	64.72%
99 Other Intergovernmental Charges (DCAD)	129,000	-	128,932	68	99.95%	99.41%
<b>Total General Fund Expenditures</b>	<b>72,280,950</b>	<b>3,102,542</b>	<b>57,110,171</b>	<b>12,068,239</b>	<b>83.30%</b>	<b>81.96%</b>
<b>Excess of Revenues Over(Under) Expenditures</b>	<b>2,000,001</b>	<b>(3,102,542)</b>	<b>2,091,751</b>	<b>3,010,790</b>		
<b>Other Financing Sources</b>	<b>-</b>	<b>-</b>	<b>46,682</b>	<b>(46,682)</b>		
<b>NET CHANGE IN FUND BALANCES</b>	<b>2,000,001</b>	<b>(3,102,541)</b>	<b>2,138,434</b>	<b>2,964,108</b>		

# Revenue & Expenditure Fund Summary Report



Lancaster Independent School District  
Revenue and Expenditure Fund Summary Report (unaudited)  
As of June 30, 2020

Fund Name	#	Revenue Budget	Revenue Received	Revenue Balance	Revenue % Received	Expenditure Budget	Expenditure Spent	Expenditure Balance	Expenditure % Spent
General Fund	199	74,140,951	59,029,790	15,111,161	79.62%	71,944,887	56,924,119	15,020,767	79.12%
Head Start	163	140,000	75,790	64,210	54.14%	257,725	132,558	125,168	51.43%
Title IV	204	90,210	129,567	(39,357)	143.63%	90,210	31,611	58,599	35.04%
Texas Education For Homeless Children and Youth	206	-	2,053	(2,053)	0.00%	22,880	1,927	20,953	8.42%
Title I	211	1,694,954	1,225,126	469,828	72.28%	1,694,954	1,494,117	200,837	88.15%
SPED IDEA B	224	1,243,518	708,415	535,103	56.97%	1,243,518	990,035	253,483	79.62%
SPED IDEA B	225	-	2,238	(2,238)	0.00%	16,042	2,100	13,942	13.09%
Child Nutrition	240	5,314,854	3,553,469	1,761,385	66.86%	5,266,525	3,759,676	1,506,849	71.39%
Summer Feeding	242	-	150,467	(150,467)	0.00%	-	-	-	0.00%
Child and Adult Care Food Program	243	-	144,412	(144,412)	0.00%	-	114,910	(114,910)	0.00%
Carl Perkins	244	98,160	78,724	19,436	80.20%	98,160	83,019	15,141	84.58%
Carl Perkins Reserve	245	-	30,000	(30,000)	0.00%	30,000	29,946	54	99.82%
Title II Part A	255	399,204	146,172	253,032	36.62%	399,204	142,331	256,873	35.65%
Title III LEP	263	107,927	19,609	88,318	18.17%	107,927	18,347	89,580	17.00%
Advanced Placement	397	-	112	(112)	0.00%	-	-	-	0.00%
Campus Activity	461	-	119,833	(119,833)	0.00%	-	102,745	(102,745)	0.00%
Scholarship	462	-	7,230	(7,230)	0.00%	7,297	697	6,600	9.55%
Foundation	463	-	21,774	(21,774)	0.00%	21,774	8,103	13,671	37.21%
NIBRS Compliance Grant	491	-	21,500	(21,500)	0.00%	22,700	21,500	1,200	94.71%
Summer Career and Technical Education Grant	493	-	-	-	0.00%	-	97,833	(97,833)	0.00%
Debt Service	520	13,939,767	14,164,870	(225,103)	101.61%	13,913,731	9,703,253	4,210,478	69.74%
Capital Proj 2015	616	-	9,818	(9,818)	0.00%	-	-	-	0.00%
Capital Proj 2016	617	-	-	-	0.00%	-	-	-	0.00%
Capital Proj 2017	618	-	273,723	(273,723)	0.00%	27,517,698	21,467,409	6,050,290	78.01%
Construction	620	-	1,076	(1,076)	0.00%	-	-	-	0.00%
QZAB Fund	625	-	41	(41)	0.00%	-	-	-	0.00%
Parent Teacher Resource Center	714	-	1,256	(1,256)	0.00%	-	-	-	0.00%
Concessions	715	-	61,539	(61,539)	0.00%	57,678	35,156	22,522	60.95%
Spirit Store	716	-	8,652	(8,652)	0.00%	11,850	10,798	1,052	91.12%
Rentals	717	-	24,895	(24,895)	0.00%	8,810	7,540	1,270	85.59%
<b>Totals</b>		<b>97,169,545</b>	<b>80,012,151</b>	<b>17,157,394</b>	<b>82.34%</b>	<b>122,733,570</b>	<b>95,179,729</b>	<b>27,553,840</b>	<b>77.55%</b>

# Bank Operating Cash Reconciliation



## Bank Reconciliations as of June 2020

	General Fund		Payroll		Activity Fund		Child Nutrition		Capital Projects 2015		Capital Projects 2016		Capital Projects 2017	
	Bank	Book	Bank	Book	Bank	Book	Bank	Book	Bank	Book	Bank	Book	Bank	Book
Balance	4,207,526.51	3,414,208.94	600,428.30	563,825.13	339,290.49	324,891.81	886,141.10	876,396.09	-	-	76,504.02	76,504.02	1,441,075.78	1,405,754.78
Reconciled Items	(793,317.57)	-	(36,603.17)	-	(14,398.68)	-	(9,745.01)	-	-	-	-	-	(35,321.00)	-
Adjusted Balance	<u>3,414,208.94</u>	<u>3,414,208.94</u>	<u>563,825.13</u>	<u>563,825.13</u>	<u>324,891.81</u>	<u>324,891.81</u>	<u>876,396.09</u>	<u>876,396.09</u>	<u>-</u>	<u>-</u>	<u>76,504.02</u>	<u>76,504.02</u>	<u>1,405,754.78</u>	<u>1,405,754.78</u>

Total Reconciled Cash as of June 30, 2020 6,661,580.77

**LANCASTER INDEPENDENT SCHOOL DISTRICT**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS**  
**As Of Date 06-30-2020**

	<b>Budget</b>	<b>Encumbrance Outstanding</b>	<b>YTD Actuals</b>	<b>Balance</b>	<b>YTD %</b>	<b>Prior Year YTD%</b>
<b>General Fund Revenues</b>						
Local Revenue	32,733,367	-	33,185,558	(452,191)	101.38%	105.02%
State Revenue	40,517,229	-	24,869,832	15,647,397	61.38%	63.08%
Federal Revenue	1,030,355	-	1,146,532	(116,177)	111.28%	120.91%
<b>Total General Fund Revenue</b>	<b>74,280,951</b>	<b>-</b>	<b>59,201,922</b>	<b>15,079,029</b>	<b>79.70%</b>	<b>82.65%</b>
<b>General Fund Expenditures</b>						
11 Classroom Instruction	38,314,612	1,315,797	32,175,817	4,822,998	87.41%	83.64%
12 Instructional Resources & Media Services	594,160	26,739	459,834	107,587	81.89%	81.37%
13 Curriculum/Instructional Staff Development	1,502,019	272,770	1,384,608	(155,359)	110.34%	70.18%
21 Instructional Leadership	1,497,262	3,809	905,803	587,651	60.75%	76.19%
23 School Leadership	4,381,339	2,455	3,531,900	846,984	80.67%	80.57%
31 Guidance & Counseling Services	2,342,920	117,953	1,903,193	321,774	86.27%	81.09%
32 Social Work Services	11,355	-	-	11,355	0.00%	0.00%
33 Health Services	774,692	5,516	507,548	261,628	66.23%	72.74%
34 Student (Pupil) Transportation	2,728,783	38,218	2,103,940	586,624	78.50%	85.83%
35 Child Nutrition	-	-	-	-	0.00%	15.20%
36 Cocurricular/Extracurricular Activities	2,069,039	80,306	1,598,814	389,919	81.15%	95.70%
41 General Administration	4,145,441	74,535	3,039,922	1,030,984	75.13%	76.18%
51 Plant Maintenance & Operations	8,783,463	688,265	5,658,017	2,437,182	72.25%	77.51%
52 Security & Monitoring Services	1,437,103	29,676	1,084,050	323,378	77.50%	74.85%
53 Data Processing Services	2,738,042	412,034	2,001,123	324,885	88.13%	89.83%
61 Community Services	51,996	-	34,942	17,054	67.20%	63.56%
71 Debt Services	749,724	18,755	577,442	153,527	79.52%	75.21%
95 Payments to JJAEP	30,000	15,714	14,286	-	100.00%	64.72%
99 Other Intergovernmental Charges (DCAD)	129,000	-	128,932	68	99.95%	99.41%
<b>Total General Fund Expenditures</b>	<b>72,280,950</b>	<b>3,102,542</b>	<b>57,110,171</b>	<b>12,068,239</b>	<b>83.30%</b>	<b>81.96%</b>
<b>Excess of Revenues Over(Under) Expenditures</b>	<b>2,000,001</b>	<b>(3,102,542)</b>	<b>2,091,751</b>	<b>3,010,790</b>		
<b>Other Financing Sources</b>	<b>-</b>	<b>-</b>	<b>46,682</b>	<b>(46,682)</b>		
<b>NET CHANGE IN FUND BALANCES</b>	<b>2,000,001</b>	<b>(3,102,541)</b>	<b>2,138,434</b>	<b>2,964,108</b>		

**LANCASTER INDEPENDENT SCHOOL DISTRICT  
PORTFOLIO INVESTMENT REPORT  
June 1, 2020 Through June 30, 2020**

<u>Fund/Description</u>	<u>Beginning Value 6/1/2020</u>	<u>Deposits/ Purchases</u>	<u>Withdrawals/ Maturities</u>	<u>Interest</u>	<u>Ending Value 6/30/2020</u>	<u>Balance per G/L</u>	<u>Variance</u>	<u>Market Value Qtr 3</u>
<b>General Fund:</b>								
Lone Star	\$ 25,066,793.86	\$ 139,269.24	\$ (4,040,766.62)	\$ 3,758.37	\$ 21,169,054.85	\$ 21,169,054.85	\$ -	\$ 25,071,287.77
TexPool	\$ 374,472.09	\$ -	\$ -	\$ 66.61	\$ 374,538.70	\$ 374,538.70	\$ -	\$ 374,538.70
<b>General Fund Totals</b>	<b>\$ 25,441,265.95</b>	<b>\$ 139,269.24</b>	<b>\$ (4,040,766.62)</b>	<b>\$ 3,824.98</b>	<b>\$ 21,543,593.55</b>	<b>\$ 21,543,593.55</b>	<b>\$ -</b>	<b>\$ 25,445,826.47</b>
<b>Debt Service Fund:</b>								
Lone Star	\$ 9,242,395.89	\$ 360,912.75	\$ -	\$ 1,465.55	\$ 9,604,774.19	\$ 9,604,774.19	\$ -	\$ 9,244,052.84
TexPool	-	-	-	-	-	-	-	-
<b>Debt Service Fund Totals</b>	<b>\$ 9,242,395.89</b>	<b>\$ 360,912.75</b>	<b>\$ -</b>	<b>\$ 1,465.55</b>	<b>\$ 9,604,774.19</b>	<b>\$ 9,604,774.19</b>	<b>\$ -</b>	<b>\$ 9,244,052.84</b>
<b>QZAB Project Fund:</b>								
Lone Star	\$ 3,905.02	\$ -	\$ -	\$ 0.63	\$ 3,905.65	\$ 3,905.65	\$ -	\$ 3,905.74
<b>Capital Projects Fund:</b>								
Lone Star 2015	\$ 938,776.11	\$ -	\$ -	\$ 148.00	\$ 938,924.11	\$ 938,924.11	\$ -	\$ 938,944.41
Lone Star 2016	\$ 1.64	\$ -	\$ -	\$ -	\$ 1.64	\$ 1.64	\$ -	\$ 1.64
Lone Star 2017	\$ 13,340,404.95	\$ -	\$ (1,418,578.82)	\$ 2,056.20	\$ 11,923,882.33	\$ 11,923,882.33	\$ -	\$ 13,342,796.58
TexPool	\$ 103,944.48	\$ -	\$ -	\$ 18.54	\$ 103,963.02	\$ 103,963.02	\$ -	\$ 103,963.02
<b>Capital Projects Funds</b>	<b>\$ 14,383,127.18</b>	<b>\$ -</b>	<b>\$ (1,418,578.82)</b>	<b>\$ 2,222.74</b>	<b>\$ 12,966,771.10</b>	<b>\$ 12,966,771.10</b>	<b>\$ -</b>	<b>\$ 14,385,705.65</b>
<b>Child Nutrition Fund:</b>								
TexPool	\$ 101,896.43	\$ -	\$ -	\$ 18.12	\$ 101,914.55	\$ 101,914.55	\$ -	\$ 101,897.03
<b>Investment Pool Totals:</b>								
Lone Star	\$ 48,592,277.47	\$ 500,181.99	\$ (5,459,345.44)	\$ 7,428.75	\$ 43,640,542.77	\$ 43,640,542.77	\$ -	\$ 43,640,542.77
TexPool	\$ 580,313.00	\$ -	\$ -	\$ 103.27	\$ 580,416.27	\$ 580,416.27	\$ -	\$ 1,442,215.08
<b>Portfolio Totals</b>	<b>\$ 49,172,590.47</b>	<b>\$ 500,181.99</b>	<b>\$ (5,459,345.44)</b>	<b>\$ 7,532.02</b>	<b>\$ 44,220,959.04</b>	<b>\$ 44,220,959.04</b>	<b>\$ -</b>	<b>\$ 45,082,757.85</b>

This Portfolio Investment Report of the Lancaster Independent School District for the month ended June 30, 2020, is in full compliance with the District's investment policy and strategy as established by the District and the Public Funds Investment Act, Chapter 2256, of the Government Code.

Elijah Granger, Superintendent

Shonna Pumphrey, Chief Financial Officer

Lancaster Independent School District  
Revenue and Expenditure Fund Summary Report (unaudited)  
As of June 30, 2020

Fund Name	#	Revenue Budget	Revenue Received	Revenue Balance	Revenue % Received	Expenditure Budget	Expenditure Spent	Expenditure Balance	Expenditure % Spent
General Fund	199	74,140,951	59,029,790	15,111,161	79.62%	71,944,887	56,924,119	15,020,767	79.12%
Head Start	163	140,000	75,790	64,210	54.14%	257,725	132,558	125,168	51.43%
Title IV	204	90,210	129,567	(39,357)	143.63%	90,210	31,611	58,599	35.04%
Texas Education For Homeless Children and Youth	206	-	2,053	(2,053)	0.00%	22,880	1,927	20,953	8.42%
Title I	211	1,694,954	1,225,126	469,828	72.28%	1,694,954	1,494,117	200,837	88.15%
SPED IDEA B	224	1,243,518	708,415	535,103	56.97%	1,243,518	990,035	253,483	79.62%
SPED IDEA B	225	-	2,238	(2,238)	0.00%	16,042	2,100	13,942	13.09%
Child Nutrition	240	5,314,854	3,553,469	1,761,385	66.86%	5,266,525	3,759,676	1,506,849	71.39%
Summer Feeding	242	-	150,467	(150,467)	0.00%	-	-	-	0.00%
Child and Adult Care Food Program	243	-	144,412	(144,412)	0.00%	-	114,910	(114,910)	0.00%
Carl Perkins	244	98,160	78,724	19,436	80.20%	98,160	83,019	15,141	84.58%
Carl Perkins Reserve	245	-	30,000	(30,000)	0.00%	30,000	29,946	54	99.82%
Title II Part A	255	399,204	146,172	253,032	36.62%	399,204	142,331	256,873	35.65%
Title III LEP	263	107,927	19,609	88,318	18.17%	107,927	18,347	89,580	17.00%
Advanced Placement	397	-	112	(112)	0.00%	-	-	-	0.00%
Campus Activity	461	-	119,833	(119,833)	0.00%	-	102,745	(102,745)	0.00%
Scholarship	462	-	7,230	(7,230)	0.00%	7,297	697	6,600	9.55%
Foundation	463	-	21,774	(21,774)	0.00%	21,774	8,103	13,671	37.21%
NIBRS Compliance Grant	491	-	21,500	(21,500)	0.00%	22,700	21,500	1,200	94.71%
Summer Career and Technical Education Grant	493	-	-	-	0.00%	-	97,833	(97,833)	0.00%
Debt Service	520	13,939,767	14,164,870	(225,103)	101.61%	13,913,731	9,703,253	4,210,478	69.74%
Capital Proj 2015	616	-	9,818	(9,818)	0.00%	-	-	-	0.00%
Capital Proj 2016	617	-	-	-	0.00%	-	-	-	0.00%
Capital Proj 2017	618	-	273,723	(273,723)	0.00%	27,517,698	21,467,409	6,050,290	78.01%
Construction	620	-	1,076	(1,076)	0.00%	-	-	-	0.00%
QZAB Fund	625	-	41	(41)	0.00%	-	-	-	0.00%
Parent Teacher Resource Center	714	-	1,256	(1,256)	0.00%	-	-	-	0.00%
Concessions	715	-	61,539	(61,539)	0.00%	57,678	35,156	22,522	60.95%
Spirit Store	716	-	8,652	(8,652)	0.00%	11,850	10,798	1,052	91.12%
Rentals	717	-	24,895	(24,895)	0.00%	8,810	7,540	1,270	85.59%
<b>Totals</b>		<b>97,169,545</b>	<b>80,012,151</b>	<b>17,157,394</b>	<b>82.34%</b>	<b>122,733,570</b>	<b>95,179,729</b>	<b>27,553,840</b>	<b>77.55%</b>

**Bank Reconciliations as of June 2020**

	<b>General Fund</b>		<b>Payroll</b>		<b>Activity Fund</b>		<b>Child Nutrition</b>		<b>Capitol Projects 2015</b>		<b>Capitol Projects 2016</b>		<b>Capitol Projects 2017</b>	
	Bank	Book	Bank	Book	Bank	Book	Bank	Book	Bank	Book	Bank	Book	Bank	Book
Balance	4,207,526.51	3,414,208.94	600,428.30	563,825.13	339,290.49	324,891.81	886,141.10	876,396.09	-	-	76,504.02	76,504.02	1,441,075.78	1,405,754.78
Reconciled items	(793,317.57)	-	(36,603.17)	-	(14,398.68)	-	(9,745.01)	-	-	-	-	-	-	(35,321.00)
Adjusted Balance	<u>3,414,208.94</u>	<u>3,414,208.94</u>	<u>563,825.13</u>	<u>563,825.13</u>	<u>324,891.81</u>	<u>324,891.81</u>	<u>876,396.09</u>	<u>876,396.09</u>	<u>-</u>	<u>-</u>	<u>76,504.02</u>	<u>76,504.02</u>	<u>1,405,754.78</u>	<u>1,405,754.78</u>

**Total Reconciled Cash as of June 30, 2020** 6,661,580.77



# Financial Statements for July, 2020

# Investment Report



**LANCASTER INDEPENDENT SCHOOL DISTRICT  
PORTFOLIO INVESTMENT REPORT  
July 1, 2020 Through July 31, 2020**

<u>Fund/Description</u>	<u>Beginning Value 7/1/2020</u>	<u>Deposits/ Purchases</u>	<u>Withdrawals/ Maturities</u>	<u>Interest</u>	<u>Ending Value 7/31/2020</u>	<u>Balance per G/L</u>	<u>Variance</u>	<u>Market Value Qtr 3</u>
<b>General Fund:</b>								
Lone Star	\$ 21,169,054.85	\$ 128,770.90	\$ (2,112,420.48)	\$ 2,631.84	\$ 19,188,037.11	\$ 19,188,037.11	\$ -	\$ 25,071,287.77
TexPool	\$ 374,538.70	\$ -	\$ -	\$ 66.18	\$ 374,604.88	\$ 374,604.88	\$ -	\$ 374,538.70
<b>General Fund Totals</b>	<b>\$ 21,543,593.55</b>	<b>\$ 128,770.90</b>	<b>\$ (2,112,420.48)</b>	<b>\$ 2,698.02</b>	<b>\$ 19,562,641.99</b>	<b>\$ 19,562,641.99</b>	<b>\$ -</b>	<b>\$ 25,445,826.47</b>
<b>Debt Service Fund:</b>								
Lone Star	\$ 9,604,774.19	\$ 55,901.48	\$ -	\$ 1,233.96	\$ 9,661,909.63	\$ 9,661,909.63	\$ -	\$ 9,244,052.84
TexPool	-	-	-	-	-	-	-	-
<b>Debt Service Fund Totals</b>	<b>\$ 9,604,774.19</b>	<b>\$ 55,901.48</b>	<b>\$ -</b>	<b>\$ 1,233.96</b>	<b>\$ 9,661,909.63</b>	<b>\$ 9,661,909.63</b>	<b>\$ -</b>	<b>\$ 9,244,052.84</b>
<b>OZAB Project Fund:</b>								
Lone Star	\$ 3,905.65	\$ -	\$ -	\$ 0.50	\$ 3,906.15	\$ 3,906.15	\$ -	\$ 3,905.74
<b>Capital Projects Fund:</b>								
Lone Star 2015	\$ 938,924.11	\$ -	\$ -	\$ 120.21	\$ 939,044.32	\$ 939,044.32	\$ -	\$ 938,944.41
Lone Star 2016	\$ 1.64	\$ -	\$ -	\$ -	\$ 1.64	\$ 1.64	\$ -	\$ 1.64
Lone Star 2017	\$ 11,923,882.33	\$ -	\$ (1,937,772.76)	\$ 1,460.28	\$ 9,987,569.85	\$ 9,987,569.85	\$ -	\$ 13,342,796.58
TexPool	\$ 103,963.02	\$ -	\$ -	\$ 18.39	\$ 103,981.41	\$ 103,981.41	\$ -	\$ 103,963.02
<b>Capital Projects Funds</b>	<b>\$ 12,966,771.10</b>	<b>\$ -</b>	<b>\$ (1,937,772.76)</b>	<b>\$ 1,598.88</b>	<b>\$ 11,030,597.22</b>	<b>\$ 11,030,597.22</b>	<b>\$ -</b>	<b>\$ 14,385,705.65</b>
<b>Child Nutrition Fund:</b>								
TexPool	\$ 101,914.55	\$ -	\$ -	\$ 18.04	\$ 101,932.59	\$ 101,932.59	\$ -	\$ 101,897.03
<b>Investment Pool Totals:</b>								
Lone Star	\$ 43,640,542.77	\$ 184,672.38	\$ (4,050,193.24)	\$ 5,446.79	\$ 39,780,468.70	\$ 39,780,468.70	\$ -	\$ 39,780,468.70
TexPool	\$ 580,416.27	\$ -	\$ -	\$ 102.61	\$ 580,518.88	\$ 580,518.88	\$ -	\$ 1,442,215.08
<b>Portfolio Totals</b>	<b>\$ 44,220,959.04</b>	<b>\$ 184,672.38</b>	<b>\$ (4,050,193.24)</b>	<b>\$ 5,549.40</b>	<b>\$ 40,360,987.58</b>	<b>\$ 40,360,987.58</b>	<b>\$ -</b>	<b>\$ 41,222,683.78</b>

# Statement of Revenues, Expenditures and Changes in Fund Balance



**LANCASTER INDEPENDENT SCHOOL DISTRICT**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS**  
**As Of Date 07-31-2020**

	Budget	Encumbrance Outstanding	YTD Actuals	Balance	YTD %	Prior
						Year
<b>General Fund Revenues</b>						
Local Revenue	32,733,367	-	33,308,072	(574,705)	101.76%	105.48%
State Revenue	40,517,229	-	29,032,390	11,484,839	71.65%	74.68%
Federal Revenue	1,030,355	-	1,153,472	(123,117)	111.95%	121.88%
<b>Total General Fund Revenue</b>	<b>74,280,951</b>	<b>-</b>	<b>63,493,934</b>	<b>10,787,017</b>	<b>85.49%</b>	<b>89.12%</b>
<b>General Fund Expenditures</b>						
11 Classroom Instruction	38,314,612	1,487,791	32,589,855	4,236,966	88.94%	84.42%
12 Instructional Resources & Media Services	594,160	10,890	487,753	95,517	83.92%	82.61%
13 Curriculum/Instructional Staff Development	1,502,019	67,367	1,676,382	(241,730)	116.09%	76.24%
21 Instructional Leadership	1,497,262	7,091	956,055	534,116	64.33%	80.14%
23 School Leadership	4,381,339	2,611	3,680,383	689,345	84.27%	84.14%
31 Guidance & Counseling Services	2,342,920	108,813	1,985,048	249,059	89.37%	82.88%
32 Social Work Services	11,355	-	-	11,355	0.00%	0.00%
33 Health Services	774,692	672	518,565	255,455	67.02%	73.36%
34 Student (Pupil) Transportation	2,728,783	33,690	2,164,725	530,368	80.56%	86.26%
35 Child Nutrition	-	-	-	-	0.00%	15.20%
36 Cocurricular/Extracurricular Activities	2,069,039	62,482	1,661,484	345,073	83.32%	100.82%
41 General Administration	4,145,441	74,695	3,260,597	810,149	80.46%	80.47%
51 Plant Maintenance & Operations	8,783,463	564,820	6,188,509	2,030,134	76.89%	81.53%
52 Security & Monitoring Services	1,437,103	17,995	1,153,012	266,096	81.48%	77.84%
53 Data Processing Services	2,738,042	73,153	2,366,487	298,402	89.10%	91.32%
61 Community Services	51,996	-	35,874	16,122	68.99%	65.63%
71 Debt Services	749,724	2,743	596,154	150,827	79.88%	73.04%
95 Payments to JJAEP	30,000	15,714	14,286	-	100.00%	64.72%
99 Other Intergovernmental Charges (DCAD)	129,000	-	128,932	68	99.95%	99.41%
<b>Total General Fund Expenditures</b>	<b>72,280,950</b>	<b>2,530,527</b>	<b>59,473,101</b>	<b>10,277,322</b>	<b>85.78%</b>	<b>83.84%</b>
<b>Excess of Revenues Over(Under) Expenditures</b>	<b>2,000,001</b>	<b>(2,530,527)</b>	<b>4,020,833</b>	<b>509,695</b>		
<b>Other Financing Sources</b>	<b>-</b>	<b>-</b>	<b>46,682</b>	<b>(46,682)</b>		
<b>NET CHANGE IN FUND BALANCES</b>	<b>2,000,001</b>	<b>(2,530,527)</b>	<b>4,067,515</b>	<b>463,013</b>		

# Revenue & Expenditure Fund Summary Report



Lancaster Independent School District  
Revenue and Expenditure Fund Summary Report (unaudited)  
As of July 31, 2020

Fund Name	#	Revenue Budget	Revenue Received	Revenue Balance	Revenue % Received	Expenditure Budget	Expenditure Spent	Expenditure Balance	Expenditure % Spent
General Fund	199	74,140,951	63,321,802	10,819,149	85.41%	71,944,887	58,286,617	12,658,270	82.41%
Head Start	163	140,000	75,790	64,210	54.14%	257,725	132,960	124,735	51.90%
Title I/	204	90,210	129,567	(39,357)	143.63%	90,210	31,611	58,599	35.04%
Texas Education For Homeless Children and Youth	206	-	2,053	(2,053)	0.00%	22,880	21,913	967	95.77%
Title I	211	1,694,954	1,375,162	319,792	81.13%	1,694,954	1,513,200	181,754	89.28%
SPED IDEA B	224	1,243,518	882,712	360,806	70.99%	1,243,518	1,006,369	237,149	80.93%
SPED IDEA B	225	-	2,238	(2,238)	0.00%	16,042	2,100	13,942	13.09%
Child Nutrition	240	5,314,854	3,553,540	1,761,314	66.86%	5,286,525	3,743,753	1,522,772	71.09%
Summer Feeding	242	-	150,467	(150,467)	0.00%	-	53,370	(53,370)	0.00%
Child and Adult Care Food Program	243	-	144,412	(144,412)	0.00%	-	114,910	(114,910)	0.00%
Carl Perkins	244	98,160	88,741	9,419	90.43%	98,160	88,959	9,201	90.83%
Carl Perkins Reserve	245	-	30,000	(30,000)	0.00%	30,000	29,946	54	99.82%
Title II Part A	255	399,204	146,172	253,032	36.62%	399,204	144,326	254,878	36.15%
Title III LEP	263	107,827	19,609	88,318	18.17%	107,827	10,347	89,500	17.00%
Advanced Placement	367	-	112	(112)	0.00%	-	-	-	0.00%
Instructional	410	-	-	-	0.00%	-	10,425	(10,425)	0.00%
PreK/Undergarten	415	-	-	-	0.00%	-	-	-	0.00%
Read to Succeed	429	-	-	-	0.00%	-	-	-	0.00%
Campus Activity	461	-	119,833	(119,833)	0.00%	-	103,377	(103,377)	0.00%
Scholarship	462	-	7,230	(7,230)	0.00%	7,297	697	6,600	9.55%
Foundation	463	-	21,774	(21,774)	0.00%	21,774	8,613	13,161	39.56%
NBRS Compliance Grant	491	-	21,500	(21,500)	0.00%	22,700	21,500	1,200	94.71%
Summer Career and Technical Education Grant	493	-	-	-	0.00%	-	99,872	(99,872)	0.00%
Debt Service	520	13,939,767	14,210,548	(270,781)	101.94%	13,913,731	9,700,553	4,213,178	69.72%
Capital Proj 2015	616	-	9,909	(9,909)	0.00%	-	-	-	0.00%
Capital Proj 2016	617	-	-	-	0.00%	-	-	-	0.00%
Capital Proj 2017	618	-	275,183	(275,183)	0.00%	27,517,699	22,472,218	5,045,481	81.66%
Construction	620	-	1,094	(1,094)	0.00%	-	-	-	0.00%
QZAB Fund	625	-	41	(41)	0.00%	-	-	-	0.00%
Parent Teacher Resource Center	714	-	1,256	(1,256)	0.00%	-	-	-	0.00%
Concessions	715	-	61,539	(61,539)	0.00%	57,678	35,156	22,522	60.95%
Spirit Store	716	-	8,652	(8,652)	0.00%	11,850	10,796	1,052	91.12%
Rentals	717	-	24,895	(24,895)	0.00%	8,910	7,540	1,270	85.99%
<b>Totals</b>		<b>97,169,545</b>	<b>84,685,860</b>	<b>12,483,685</b>	<b>87.15%</b>	<b>122,733,570</b>	<b>98,659,169</b>	<b>24,074,401</b>	<b>80.38%</b>

# Bank Operating Cash Reconciliation



## Bank Reconciliations as of June 2020

	General Fund		Payroll		Activity Fund		Child Nutrition		Capital Projects 2015		Capital Projects 2016		Capital Projects 2017	
	Bank	Book	Bank	Book	Bank	Book	Bank	Book	Bank	Book	Bank	Book	Bank	Book
Balance	4,207,628.61	3,414,208.04	600,428.30	563,825.13	339,290.49	324,891.81	886,141.10	876,396.09	-	-	76,504.02	76,504.02	1,441,075.78	1,405,754.78
Reconciled items	(793,317.57)	-	(36,603.17)	-	(14,398.68)	-	(9,745.01)	-	-	-	-	-	-	(35,321.00)
Adjusted Balance	<u>3,414,208.94</u>	<u>3,414,208.94</u>	<u>563,825.13</u>	<u>563,825.13</u>	<u>324,891.81</u>	<u>324,891.81</u>	<u>876,396.09</u>	<u>876,396.09</u>	<u>-</u>	<u>-</u>	<u>76,504.02</u>	<u>76,504.02</u>	<u>1,405,754.78</u>	<u>1,405,754.78</u>

Total Reconciled Cash as of June 30, 2020

6,661,580.77

**LANCASTER INDEPENDENT SCHOOL DISTRICT**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS**  
**As Of Date 07-31-2020**

	Budget	Encumbrance Outstanding	YTD Actuals	Balance	YTD %	Prior Year
<b>General Fund Revenues</b>						
Local Revenue	32,733,367	-	33,308,072	(574,705)	101.76%	105.48%
State Revenue	40,517,229	-	29,032,390	11,484,839	71.65%	74.68%
Federal Revenue	1,030,355	-	1,153,472	(123,117)	111.95%	121.88%
<b>Total General Fund Revenue</b>	<b>74,280,951</b>	<b>-</b>	<b>63,493,934</b>	<b>10,787,017</b>	<b>85.48%</b>	<b>89.12%</b>
<b>General Fund Expenditures</b>						
11 Classroom Instruction	38,314,612	1,487,791	32,589,855	4,236,966	88.94%	84.42%
12 Instructional Resources & Media Services	594,160	10,890	487,753	95,517	83.92%	82.61%
13 Curriculum/Instructional Staff Development	1,502,019	67,367	1,676,382	(241,730)	116.09%	76.24%
21 Instructional Leadership	1,497,262	7,091	956,055	534,116	64.33%	80.14%
23 School Leadership	4,381,339	2,611	3,689,383	689,345	84.27%	84.14%
31 Guidance & Counseling Services	2,342,920	108,813	1,985,048	249,059	89.37%	82.88%
32 Social Work Services	11,355	-	-	11,355	0.00%	0.00%
33 Health Services	774,692	672	518,565	255,455	67.02%	73.36%
34 Student (Pupil) Transportation	2,728,783	33,690	2,164,725	530,368	80.56%	86.26%
35 Child Nutrition	-	-	-	-	0.00%	15.20%
36 Cocurricular/Extracurricular Activities	2,069,039	62,482	1,661,484	345,073	83.32%	100.82%
41 General Administration	4,145,441	74,695	3,260,597	810,149	80.46%	80.47%
51 Plant Maintenance & Opertations	8,783,463	564,820	6,188,509	2,030,134	76.89%	81.53%
52 Security & Monitoring Services	1,437,103	17,995	1,153,012	266,096	81.48%	77.84%
53 Data Processing Services	2,738,042	73,153	2,366,487	298,402	89.10%	91.32%
61 Community Services	51,996	-	35,874	16,122	68.99%	65.63%
71 Debt Services	749,724	2,743	596,154	150,827	79.88%	73.04%
95 Payments to JJAEP	30,000	15,714	14,286	-	100.00%	64.72%
99 Other Intergovernmental Charges (DCAD)	129,000	-	128,932	68	99.95%	99.41%
<b>Total General Fund Expenditures</b>	<b>72,280,950</b>	<b>2,530,527</b>	<b>59,473,101</b>	<b>10,277,322</b>	<b>85.78%</b>	<b>83.84%</b>
<b>Excess of Revenues Over(Under) Expenditures</b>	<b>2,000,001</b>	<b>(2,530,527)</b>	<b>4,020,833</b>	<b>509,695</b>		
<b>Other Financing Sources</b>	<b>-</b>	<b>-</b>	<b>46,682</b>	<b>(46,682)</b>		
<b>NET CHANGE IN FUND BALANCES</b>	<b>2,000,001</b>	<b>(2,530,527)</b>	<b>4,067,515</b>	<b>463,013</b>		

**LANCASTER INDEPENDENT SCHOOL DISTRICT  
PORTFOLIO INVESTMENT REPORT  
July 1, 2020 Through July 31, 2020**

<u>Fund/Description</u>	<u>Beginning Value 7/1/2020</u>	<u>Deposits/ Purchases</u>	<u>Withdrawals/ Maturities</u>	<u>Interest</u>	<u>Ending Value 7/31/2020</u>	<u>Balance per G/L</u>	<u>Variance</u>	<u>Market Value Qtr 3</u>
<b>General Fund:</b>								
Lone Star	\$ 21,169,054.85	\$ 128,770.90	\$ (2,112,420.48)	\$ 2,631.84	\$ 19,188,037.11	\$ 19,188,037.11	\$ -	\$ 25,071,287.77
TexPool	\$ 374,538.70	\$ -	\$ -	\$ 66.18	\$ 374,604.88	\$ 374,604.88	\$ -	\$ 374,538.70
<b>General Fund Totals</b>	<b>\$ 21,543,593.55</b>	<b>\$ 128,770.90</b>	<b>\$ (2,112,420.48)</b>	<b>\$ 2,698.02</b>	<b>\$ 19,562,641.99</b>	<b>\$ 19,562,641.99</b>	<b>\$ -</b>	<b>\$ 25,445,826.47</b>
<b>Debt Service Fund:</b>								
Lone Star	\$ 9,604,774.19	\$ 55,901.48	\$ -	\$ 1,233.96	\$ 9,661,909.63	\$ 9,661,909.63	\$ -	\$ 9,244,052.84
TexPool	-	-	-	-	-	-	-	-
<b>Debt Service Fund Totals</b>	<b>\$ 9,604,774.19</b>	<b>\$ 55,901.48</b>	<b>\$ -</b>	<b>\$ 1,233.96</b>	<b>\$ 9,661,909.63</b>	<b>\$ 9,661,909.63</b>	<b>\$ -</b>	<b>\$ 9,244,052.84</b>
<b>QZAB Project Fund:</b>								
Lone Star	\$ 3,905.65	\$ -	\$ -	\$ 0.50	\$ 3,906.15	\$ 3,906.15	\$ -	\$ 3,905.74
<b>Capital Projects Fund:</b>								
Lone Star 2015	\$ 938,924.11	\$ -	\$ -	\$ 120.21	\$ 939,044.32	\$ 939,044.32	\$ -	\$ 938,944.41
Lone Star 2016	\$ 1.64	\$ -	\$ -	\$ -	\$ 1.64	\$ 1.64	\$ -	\$ 1.64
Lone Star 2017	\$ 11,923,882.33	\$ -	\$ (1,937,772.76)	\$ 1,460.28	\$ 9,987,569.85	\$ 9,987,569.85	\$ -	\$ 13,342,796.58
TexPool	\$ 103,963.02	\$ -	\$ -	\$ 18.39	\$ 103,981.41	\$ 103,981.41	\$ -	\$ 103,963.02
<b>Capital Projects Funds</b>	<b>\$ 12,966,771.10</b>	<b>\$ -</b>	<b>\$ (1,937,772.76)</b>	<b>\$ 1,598.88</b>	<b>\$ 11,030,597.22</b>	<b>\$ 11,030,597.22</b>	<b>\$ -</b>	<b>\$ 14,385,705.65</b>
<b>Child Nutrition Fund:</b>								
TexPool	\$ 101,914.55	\$ -	\$ -	\$ 18.04	\$ 101,932.59	\$ 101,932.59	\$ -	\$ 101,897.03
<b>Investment Pool Totals:</b>								
Lone Star	\$ 43,640,542.77	\$ 184,672.38	\$ (4,050,193.24)	\$ 5,446.79	\$ 39,780,468.70	\$ 39,780,468.70	\$ -	\$ 39,780,468.70
TexPool	\$ 580,416.27	\$ -	\$ -	\$ 102.61	\$ 580,518.88	\$ 580,518.88	\$ -	\$ 1,442,215.08
<b>Portfolio Totals</b>	<b>\$ 44,220,959.04</b>	<b>\$ 184,672.38</b>	<b>\$ (4,050,193.24)</b>	<b>\$ 5,549.40</b>	<b>\$ 40,360,987.58</b>	<b>\$ 40,360,987.58</b>	<b>\$ -</b>	<b>\$ 41,222,683.78</b>

This Portfolio Investment Report of the Lancaster Independent School District for the month ended July 31, 2020, is in full compliance with the District's investment policy and strategy as established by the District and the Public Funds Investment Act, Chapter 2256, of the Government Code.

Elijah Granger, Superintendent

Shonna Pumphrey, Chief Financial Officer

Lancaster Independent School District  
Revenue and Expenditure Fund Summary Report (unaudited)  
As of July 31, 2020

Fund Name	#	Revenue Budget	Revenue Received	Revenue Balance	Revenue % Received	Expenditure Budget	Expenditure Spent	Expenditure Balance	Expenditure % Spent
General Fund	199	74,140,951	63,321,802	10,819,149	85.41%	71,944,887	59,286,617	12,658,270	82.41%
Head Start	163	140,000	75,790	64,210	54.14%	257,725	132,990	124,735	51.60%
Title IV	204	90,210	129,567	(39,357)	143.63%	90,210	31,611	58,599	35.04%
Texas Education For Homeless Children and Youth	206	-	2,053	(2,053)	0.00%	22,880	21,913	967	95.77%
Title I	211	1,694,954	1,375,162	319,792	81.13%	1,694,954	1,513,200	181,754	89.28%
SPED IDEA B	224	1,243,518	882,712	360,806	70.99%	1,243,518	1,006,369	237,149	80.93%
SPED IDEA B	225	-	2,238	(2,238)	0.00%	16,042	2,100	13,942	13.09%
Child Nutrition	240	5,314,854	3,553,540	1,761,314	66.86%	5,266,525	3,743,753	1,522,772	71.09%
Summer Feeding	242	-	150,467	(150,467)	0.00%	-	53,370	(53,370)	0.00%
Child and Adult Care Food Program	243	-	144,412	(144,412)	0.00%	-	114,910	(114,910)	0.00%
Carl Perkins	244	98,160	88,741	9,419	90.40%	98,160	88,959	9,201	90.63%
Carl Perkins Reserve	245	-	30,000	(30,000)	0.00%	30,000	29,946	54	99.82%
Title II Part A	255	399,204	146,172	253,032	36.62%	399,204	144,326	254,878	36.15%
Title III LEP	263	107,927	19,609	88,318	18.17%	107,927	18,347	89,580	17.00%
Advanced Placement	397	-	112	(112)	0.00%	-	-	-	0.00%
Instructional	410	-	-	-	0.00%	-	10,425	(10,425)	0.00%
PreKindergarten	415	-	-	-	0.00%	-	-	-	0.00%
Read to Succeed	429	-	-	-	0.00%	-	-	-	0.00%
Campus Activity	461	-	119,833	(119,833)	0.00%	-	103,377	(103,377)	0.00%
Scholarship	462	-	7,230	(7,230)	0.00%	7,297	697	6,600	9.55%
Foundation	463	-	21,774	(21,774)	0.00%	21,774	8,613	13,161	39.56%
NIBRS Compliance Grant	491	-	21,500	(21,500)	0.00%	22,700	21,500	1,200	94.71%
Summer Career and Technical Education Grant	493	-	-	-	0.00%	-	99,872	(99,872)	0.00%
Debt Service	520	13,939,767	14,210,548	(270,781)	101.94%	13,913,731	9,700,553	4,213,178	69.72%
Capital Proj 2015	616	-	9,939	(9,939)	0.00%	-	-	-	0.00%
Capital Proj 2016	617	-	-	-	0.00%	-	-	-	0.00%
Capital Proj 2017	618	-	275,183	(275,183)	0.00%	27,517,698	22,472,218	5,045,481	81.66%
Construction	620	-	1,094	(1,094)	0.00%	-	-	-	0.00%
QZAB Fund	625	-	41	(41)	0.00%	-	-	-	0.00%
Parent Teacher Resource Center	714	-	1,256	(1,256)	0.00%	-	-	-	0.00%
Concessions	715	-	61,539	(61,539)	0.00%	57,678	35,156	22,522	60.95%
Spirit Store	716	-	8,652	(8,652)	0.00%	11,850	10,798	1,052	91.12%
Rentals	717	-	24,895	(24,895)	0.00%	8,810	7,540	1,270	85.59%
<b>Totals</b>		<b>97,169,545</b>	<b>84,685,860</b>	<b>12,483,685</b>	<b>87.15%</b>	<b>122,733,570</b>	<b>98,659,160</b>	<b>24,074,410</b>	<b>80.38%</b>

**Bank Reconciliations as of June 2020**

	<b>General Fund</b>		<b>Payroll</b>		<b>Activity Fund</b>		<b>Child Nutrition</b>		<b>Capitol Projects 2015</b>		<b>Capitol Projects 2016</b>		<b>Capitol Projects 2017</b>	
	Bank	Book	Bank	Book	Bank	Book	Bank	Book	Bank	Book	Bank	Book	Bank	Book
Balance	4,207,526.51	3,414,208.94	600,428.30	563,825.13	339,290.49	324,891.81	886,141.10	876,396.09	-	-	76,504.02	76,504.02	1,441,075.78	1,405,754.78
Reconciled items	(793,317.57)	-	(36,603.17)	-	(14,398.68)	-	(9,745.01)	-	-	-	-	-	-	(35,321.00)
Adjusted Balance	<u>3,414,208.94</u>	<u>3,414,208.94</u>	<u>563,825.13</u>	<u>563,825.13</u>	<u>324,891.81</u>	<u>324,891.81</u>	<u>876,396.09</u>	<u>876,396.09</u>	<u>-</u>	<u>-</u>	<u>76,504.02</u>	<u>76,504.02</u>	<u>1,405,754.78</u>	<u>1,405,754.78</u>

**Total Reconciled Cash as of June 30, 2020** 6,661,580.77

C. Consider the approval of the Renewal of Insurance Coverage with the TASB Risk Management Fund - CRB(LEGAL)-(G2,G3)

34



# Lancaster ISD Board Agenda

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**Meeting Type:** Regular

**Meeting Date:** August 27, 2020

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**Category:** Consent Agenda

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**Item Name:** Renewal of Insurance Coverage with the TASB Risk Management Fund.

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**Related Goals (District and/or Strategic):** Goal 2: Financial Responsibility and Transparency

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**Currently Budgeted?**  Yes  No  No Budgetary Impact  
(If Yes, description provided under Fiscal Implications.)

---

**Attachments:**  Yes  No

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**Primary Contact Person:** Dr. Elijah Granger

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**Presenter and District Contact:** Shonna Pumphrey

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**Explanation:** The TASB Risk Management Fund has offered the District a renewal option for insurance coverage in the areas of Auto, School Liability, Property and Workers Compensation. The current agreement with TASB will expire on August 31, 2020.

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**Intended Audience:** All Stakeholders

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**Impact or Expected Outcome:** Provide adequate insurance coverage for the indicated areas.

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**Recommendation:**

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**Fiscal Implications and Funding Source:** The cost of the insurance coverages are included in the 2020-21 Budget.

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**Frequency Monitored:** Annually

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**Project Start Date: September 1, 2020**

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**Project Completion Date: August 31, 2021**

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**TASB RISK MANAGEMENT RENEWAL PROPOSAL**

	<u>FY20</u>	<u>FY21</u>	<u>Increase</u>	<u>% CHG</u>
Property	\$ 254,855	\$ 346,188	\$ 91,333	36%
School Liability	\$ 31,434	\$ 31,439	\$ 5	0%
Privacy & Information Security	\$ -	\$ 2,500	\$ 2,500	100%
Automobile Liability	\$ 41,939	\$ 46,133	\$ 4,194	10%
Automobile Physical Damage	\$ 34,824	\$ 38,306	\$ 3,482	10%
Worker's Compensation	\$ 357,056	\$ 371,339	\$ 14,283	4%
	<b>\$ 720,108</b>	<b>\$ 835,905</b>	<b>\$ 115,797</b>	<b>16%</b>



# QUESTIONS ?



## Lancaster ISD

### Contribution & Coverage Summary (CCS)

Coverage under this CCS is contingent upon concurrent participation in the Fund's Auto, Liability, Property, and Workers' Compensation programs.

Participation Period: September 1, 2020 through August 31, 2021

<b>PROPERTY</b>	Per Occurrence Limit	Deductible	Contribution
Risk of Direct Physical Loss to Buildings, Personal Property, and Other Structures			
All Perils Except Wind, Hurricane, and Hail	Blanket Replacement Cost \$290,910,000	\$25,000	\$346,188
Wind, Hurricane, and Hail		\$250,000	Included
Flood	\$2,000,000	\$50,000	Included
Earthquake	\$2,000,000	\$50,000	Included
Crime	\$100,000	\$25,000	Included
<b>Additional Sublimits and/or Deductibles</b>			
Sublimit for Wind, Hurricane, and Hail Loss to single ply membrane roofs and accompanying roof systems; all other deductibles apply	\$1,000,000	\$250,000	Included
Additional deductible(s) for Wind, Hurricane, and Hail - \$50,000 per building over 25,000 square feet sustaining damage, up to a maximum deductible for the Occurrence of \$500,000, inclusive of the Wind, Hurricane, and Hail deductible	\$290,910,000	\$50,000	Included
<b>Equipment Breakdown</b>			
Equipment Breakdown	\$100,000,000	\$25,000	Included

<b>SCHOOL LIABILITY</b>	Per Claim/Occurrence Limit	Deductible	Contribution
Professional Legal Liability Subject to \$1,000,000 Maximum Annual Aggregate	\$1,000,000	\$5,000	\$31,439
General Liability	\$1,000,000	\$0	Included
Employee Benefits Liability	\$100,000	\$0	Included

<b>PRIVACY &amp; INFORMATION SECURITY</b>	Deductible	Contribution
\$250,000 Limit	\$0	\$2,500

<b>AUTOMOBILE</b>	Limit	Deductible	Contribution
Automobile Liability \$100,000 per Person Bodily Injury Limits/\$300,000 per Occurrence Bodily Injury Limits/\$100,000 per Occurrence Property Damage Limits	\$100/\$300/\$100	\$1,000	\$46,133
Automobile Physical Damage			\$38,306
Comprehensive	Actual Cash Value	\$1,000	Included
Collision	Actual Cash Value	\$1,000	Included
Catastrophic Automobile Physical Damage	Actual Cash Value	\$50,000	Included

**WORKERS' COMPENSATION FULLY FUNDED**

***Estimated Payroll and Contribution - Subject to Audit***

Classification	Estimated Payroll	Net Annual Rate	Estimated Contribution
7380 - Bus Drivers	\$3,540,945	0.022482	\$79,608
7720 - Police Officers	\$411,027	0.028010	\$11,513
8810 - Clerical	\$5,118,839	0.001474	\$7,545
8868 - Professional	\$39,258,777	0.003980	\$156,250
9101 - All Other	\$3,948,533	0.029485	\$116,423
Totals	\$52,278,121		\$371,339

<b>Ancillary Coverage</b>	Per Occurrence Limit	Deductible	Contribution
Violent Acts	\$250,000	\$0	\$0

<b>TOTAL CONTRIBUTION</b>	<b>\$835,905</b>
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***This is not an Invoice.***

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## Conditions

### Property

**Named Windstorm:** All Loss and damage directly caused by, resulting from, or arising out of Hurricane, Typhoon, Tropical Cyclone, Tropical Storm, or Tropical Depression that is designated by name or number by the National Weather Bureau or National Hurricane Center, including Loss caused by flood, storm surge, wave wash, surface water, overflow of bodies of water, or spray from any of these.

The term "Tier 1" shall mean the Texas Counties of Aransas, Brazoria, Calhoun, Cameron, Chambers, Galveston, Jackson, Jefferson, Kenedy, Kleberg, Matagorda, Nueces, Refugio, San Patricio and Willacy.

The term "Tier 2" shall mean the Texas Counties of Bee, Brooks, Fort Bend, Goliad, Hardin, Hidalgo, Jasper, Jim Wells, Liberty, Live Oak, Newton, Orange, Victoria and Wharton.

The term "Harris County" shall mean the Texas County of Harris.

**Location:** A single street address where Covered Property is sited.

**Flood Zone Exclusions:** As to the Flood endorsement, Fund Member properties are excluded from coverage if they are located in certain Special Flood Hazard Areas (SFHA) identified on the Flood Insurance Rate Map. Fund Member property in the following SFHAs are excluded: Zone A, Zone AO, Zone AH, Zones A1-A30, Zone AE, Zone A99, Zone AR, Zone AR/AE, Zone AR/AO, Zone AR/A1-30, Zone AR/A, Zone AR/AH, Zone V, Zone VE, Zone VO, and Zones V1-V30. Fund Members with such properties should seek coverage under the National Flood Insurance Program (NFIP) or other Flood Program.

**Other Limits:** If more than one Per Occurrence Limit may be applicable, the Fund shall determine which limit will apply.

**Statement of Values:** Fund Member has provided the Fund with the most current and accurate statement of values for all applicable property, including a complete and accurate listing of vehicles owned by the Fund Member. Fund Member agrees to allow the Fund to conduct property appraisals of the Fund Member's property on a periodic basis and agrees to accept values provided by the Fund.

**Salvage:** The Fund will have the right, in its sole discretion, to exercise rights of salvage to any damaged property paid for or replaced under the terms of this Agreement.

**Claims Reporting:** Fund Member will provide to the Fund timely notice of all claims as required in the Interlocal Participation Agreement and the Fund's Coverage Agreement.

**Single Ply Membrane:** 'Single Ply Membrane' is synthetic roofing material that includes but is not limited to EPDM, TPO, and PVC membranes.

### Liability

**Prior Acts:** Fund Member certifies that all known or reported acts for which it is reasonably believed may result in a legal claim against the Member, have been fully disclosed. Additionally, Fund Member acknowledges that this coverage excludes any claims arising from such known or reported acts. This Agreement does not void coverage afforded to Fund Member under any previous Fund Agreement.

**Claims Reporting:** Fund Member will provide to the Fund timely notice of all claims as required in the Interlocal Participation Agreement and the Fund's Coverage Agreement.

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## Automobile

**Statement of Values:** Fund Member has provided the Fund with the most current and accurate statement of values for all applicable property, including a complete and accurate listing of vehicles owned by the Fund Member. Fund Member agrees to allow the Fund to conduct property appraisals of the Fund Member's property on a periodic basis and agrees to accept values provided by the Fund.

**Salvage:** The Fund will have the right, in its sole discretion, to exercise rights of salvage to any damaged property paid for or replaced under the terms of this Agreement.

**Claims Reporting:** Fund Member will provide to the Fund timely notice of all claims as required in the Interlocal Participation Agreement and the Fund's Coverage Agreement

## Workers' Compensation - Fully Funded

**Benefit Limits:** Workers' Compensation benefits paid to Fund Member's employees under this Agreement will be as defined in the Texas Workers' Compensation Act (the Act). The Fund is responsible for claims payments as reflected in this CCS. This Agreement does not cover the defense of any suit or claim against a Fund Member except a workers' compensation claim by an eligible employee or former employee of Fund Member for the payment of statutory workers' compensation benefits.

**Cooperation:** The Fund Member designates the TASB Risk Management Fund as the Workers' Compensation claim administrator of record for all purposes. Fund Member agrees to use the Fund's contractors for services related to the administration of claims and to follow the Fund's election under Section 504.053 of the Labor Code to direct care through the Political Subdivision Workers' Compensation Alliance.

**Claim Reporting:** For Workers' Compensation claims arising during the CCS participation period, the Fund Member agrees that it will report those claims solely to the Fund. The report of Workers' Compensation claims to any other entity, regardless of reporting sequence, will waive all Fund liability under this agreement for those claims.

## General

**Coverage:** Coverage terms and limits provided are as set out in this CCS and the Fund's Coverage Agreement for this participation period.

**Definitions:** Any terms not defined in this CCS will use the definition for that term from the corresponding Fund coverage agreement.

**Payment:** The Fund Member agrees to pay contributions based on a plan developed by the Fund. All contributions are payable upon receipt of an invoice from the Fund. The Fund shall determine the applicable program for each contribution. Termination under this Agreement of any program shall not affect the remaining programs.

**Termination:** This 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 in accordance with Section 4(a) of the Interlocal Participation Agreement. If this CCS is not terminated, the renewal CCS becomes effective on the automatic renewal date and the member shall be bound by the terms of the renewal CCS.

**Concurrent Participation:** All coverages through this CCS are only effective if the Fund Member concurrently participates in or has agreed in writing to participate in all the following Fund programs: Auto, Liability, Property and Workers' Compensation. The Fund may terminate all coverages immediately if the Fund Member fails to or ceases to concurrently participate in any of these Fund programs. If termination occurs, the total contribution under this CCS shall be considered fully earned, and the Fund Member agrees that no refund of any contribution shall be due. This paragraph's termination provisions shall take precedence over any conflicting termination provisions in the Interlocal Participation Agreement or this CCS.

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## Program Coordinators

### Coordinator:

The Fund Member is required to designate a Program Coordinator (Coordinator) with express authority to represent and bind the Fund Member in all program matters. Below are the current program coordinators as we have listed.

**Property** - Shonna Pumphrey

**Liability** - Shonna Pumphrey

**Automobile** - Shonna Pumphrey

**Workers' Compensation** - Shonna Pumphrey

If a Coordinator's name and contact information is not provided above, the current designated Coordinator and contact information will need to be completed below:

Program	Name	Title	Address	Phone	Email
Property					
Liability					
Automobile					
Workers' Compensation					

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**Fund Member Authorization:**

I approve this Contribution and Coverage Summary (CCS) and certify that this information is correct. I affirm that I am duly authorized to approve this CCS and that I have read and agree to this CCS and the Interlocal Participation Agreement.

\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title

## Summary of Coverage Changes and Clarifications

Effective September 1, 2020

As a part of the annual coverage review, the TASB Risk Management Fund (Fund) implemented the following coverage changes, enhancements, and clarifications for all renewals taking effect on or after September 1, 2020. This document is a summary of changes only; please carefully review the full text of all Fund Coverage Agreements and the member's Contribution and Coverage Summary.

### All Coverage Agreements

- All agreements have been reformatted for clarity and readability, with paragraph headings and sequential numbering.

### Auto Liability & Physical Damage Coverage Changes

- An amendment was added to the Automobile Liability Coverage to extend coverage to students participating in Fund Member-approved career and technology programs.
- An amendment was added to the Automobile Physical Damage coverage that amends the deductible language to require a single deductible when multiple Covered Automobiles are damaged in a comprehensive event.

### Property Coverage Changes

- A clarification was added that each Fund Member warrants and represents that all roofs are well maintained.
- An amendment was added to exclude losses that arise from cyber events, regardless of their origin, except for ensuing loss by explosion or fire.
- A clarification was added to the Named Windstorm definition as to its limitation to tropical storm-based convective storms.
- A clarification was added to the definition of Aesthetic Impairment and a payment provision was added for diminution in aesthetic value.

### School Liability Coverage Changes

- An amendment was added under General Liability that allows liability coverage for students participating in all Career and Technology programs on- or off-campus but limits such coverage to \$50,000.
- An amendment was added under Professional Legal Liability to allow for an automatic extended reporting period of 30 days after the Participation Period.
- A clarification was added under Professional Legal Liability that all related claims are considered one Claim with one limit of liability.

### **Privacy & Information Security Coverage Changes**

- The coverage agreement was updated to describe all elements of the coverage and replace the previously provided synopsis of coverage.
- A condition was added that the Fund Member is required to implement loss prevention recommendations or forfeit future coverage for a Claim that could have been prevented if the recommendation had been implemented.

### **Violent Act Coverage Changes**

- This ancillary coverage was clarified and enhanced to broaden the coverage extended because of a Violent Act Event. An Event includes an occurrence during which an individual utilizes a weapon with the intent to harm others and inflicts bodily injury on two or more Victims during a Fund Member-sponsored activity regardless of location. Paid expenses include Post Event Emergency Costs, Mental Health Service Costs, Crisis Communication Costs, Essential Support Costs (for travel assistance for Victim's families where needed), and Property Reimbursement Costs up to \$1M for the demolition, rebuilding, remediation, or repurposing of buildings after a Violent Act Event.

## 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 205 of the Texas Labor Code, pertaining to unemployment compensation; 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, including but not limited to, property, liability, auto, workers' compensation, and unemployment compensation coverage. 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, 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 shall be bound thereby.

c. **By the Fund upon Breach by Fund Member.**

- 1) 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):
- 2) Fund Member fails or refuses to make the payments or contributions required by this Agreement;
- 3) Fund Member fails to cooperate and comply with any reasonable requests for information and/or records made by the Fund;
- 4) Fund Member fails or refuses to follow loss prevention or statutory compliance requirements of the Fund, as provided in this Agreement; or
- 5) 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.** 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 owes the Fund payments under this Agreement, including any CCS, the Fund may offset such amounts from any Fund Member funds held by the Fund, regardless of program.
- b. **Estimated Contribution.** 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 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.

- c. **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. A CCS for a Fund program will state the participation term. After Fund Member's initial 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.
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 no more than 30 days after Fund Member knows or should have known of the claim or circumstances leading to the claim, unless a different reporting requirement is required by law or provided for in the CCS. 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.
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.** 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.
12. **No Waiver of Subrogation Rights.** 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.

13. **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.
14. **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.
15. **Payments.** Fund Member represents and warrants that all payments required under this Agreement of Fund Member shall be made from its available current revenues.
16. **Cooperation and Access.** Fund Member agrees to cooperate and to comply in a timely manner with all reasonable requests for information and/or records made by the Fund. Fund Member further agrees to provide complete and accurate statements of material facts, to not misrepresent or omit such facts, engage in fraudulent conductor make false statements to the Fund. The Fund reserves the right to audit the relevant records of Fund Member to determine compliance with this Agreement.
17. **Fund Member's Designation of Coordinator.** Fund Member agrees to designate a 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, and 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.
18. **Security of Documents.** Under this agreement the Fund may grant Fund Member access to sensitive or protected information. Fund Member agrees to assume the responsibility for maintaining the security of this information and to take all reasonable steps to avoid unauthorized disclosure of this information.
19. **Insurance Terminology.** The Fund is not "insurance", but is instead a mechanism through which eligible governmental entities join together to collectively self-insure and administer certain risk exposures. 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.
20. **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.
21. **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 individual Fund Member is entitled to an individual allocation or portion of members' equity.
22. **Entire Agreement.** This Agreement, together with the Restated Interlocal Agreement, Bylaws and CCS's 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 or any CCS, 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.

23. **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).

24. **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.
25. **Governing Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law principles of such state. Venue for the adjudication or resolution of any dispute arising out of or relating to this Agreement shall lie in Travis County, Texas, unless otherwise mandated by law. 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 that are equitable and just.
26. **Waiver.** 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.
27. **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.
28. **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.
29. **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](mailto:tasbrmf@tasbrmf.org). 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.

30. **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.

**TASB RISK MANAGEMENT FUND**

By: \_\_\_\_\_  
Chair, Board of Trustees

*Kevin Carbo*

Date: 8/30/2012

**FUND MEMBER**

Fund Member Name: \_\_\_\_\_

*Lancaster ISD*

By: \_\_\_\_\_  
Signature of Fund Member's Authorized Representative

*Mandy Johnson*

Date: \_\_\_\_\_

*8/30/2012*

\_\_\_\_\_  
Printed Name of Fund Member's  
Authorized Representative

*Mandy Johnson*

D. Consider the approval of the Region 10 Inter-local Cooperative Agreement -  
CH(LEGAL and LOCAL)-(G1, G2)

53



# Lancaster ISD Board Agenda

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**Meeting Type:** Regular

**Meeting Date:** August 27, 2020

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**Category:** Consent Agenda

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**Item Name:** Interlocal Agreement with Region 10

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**Related Goals (District and/or Strategic):** Goal 2: Financial Responsibility and Transparency

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**Currently Budgeted?**  Yes  No  No Budgetary Impact  
(If Yes, description provided under Fiscal Implications.)

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**Attachments:**  Yes  No

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**Primary Contact Person:** Elijah Granger

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**Presenter:** Shonna Pumphrey

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**Explanation:** Interlocal agreement with Region 10 to be part of their purchasing cooperative

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**Intended Audience:** District Stakeholders

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**Impact or Expected Outcome:** Financial Transparency

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**Recommendation:**

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**Fiscal Implications:**

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**Frequency Monitored:**

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**District Contact: Shonna Pumphrey**

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# Region 10 ESC

Experience the Power of 10

This Master Interlocal Agreement (“Agreement”) is made by and between Education Service Center Region 10 (“ESC Region 10”) and \_\_\_\_\_ (“Local Government”), (collectively referred to as the “Parties” or individually as the “Party”) acting herein by and through their respectively authorized officers or employees.

### PREMISES

**WHEREAS**, Chapter 791 of the Texas Government Code authorizes local governments to contract with each other to provide governmental functions and services; and

**WHEREAS**, The Parties wish to enter into this Agreement to provide local governments with greater efficiency and economy in purchasing products and services; and

**WHEREAS**, The governing bodies of the Parties, individually and together, do hereby adopt and find the foregoing promises as findings of said governing bodies; and

**NOW THEREFORE**, premises considered, and in consideration of and conditioned upon the mutual covenants and agreements, herein, the Parties hereto mutually agree as follows:

### AGREEMENT

- Term:** This Agreement is effective from the date of the last signature and shall automatically renew annually unless either party gives sixty (60) days prior written notice of non-renewal.
- Purpose:** This Agreement shall: (1) Allow the Local Government to purchase products or services by purchase order, contract, agreement, or other appropriate legal method from ESC Region 10; and (2) Allow the Local Government to join ESC Region 10 sponsored purchasing cooperatives in order to purchase products or services from vendors which have been properly awarded contracts through statutorily authorized methods.
- Relationship:** The relationship between the Parties is that of Independent Contractor. Neither Party has the authority to bind the other in any manner The Local Government may be required to enter into subsequent contractual arrangements with ESC Region 10 for specific products or services.
- Agreement and Interpretation:** The Parties covenant and agree that any litigation relating to this agreement, the terms and conditions of the agreement will be interpreted according to the laws of the State of Texas and venue shall be exclusively in Dallas County, Texas.

Local Government

\_\_\_\_\_  
Name of Local Government

\_\_\_\_\_  
Address of Local Government

\_\_\_\_\_  
Contact Name and Telephone Number

\_\_\_\_\_  
Board President Signature / Date

\_\_\_\_\_  
Board Approval Date

\_\_\_\_\_  
County/District#  
(if applicable)

ESC Region 10  
400 East Spring Valley Rd  
Richardson, TX 75081  
Attn: Sue Hayes, CFO

\_\_\_\_\_  
Authorized Representative Signature / Date

\_\_\_\_\_  
Authorized Representative Title



July 13, 2020

TO: District Business Managers/Purchasing Departments  
Districts That Have Not Yet Executed a Master Interlocal Agreement  
with Region 10

FROM: Sue Hayes, Chief Financial Officer

RE: Procurement Resources Available Through Region 10

We are following up with each Region 10 school district that has not yet executed a Master Interlocal Agreement with us to see if you would be interested in doing so. The agreement template is attached. If your Board signs this agreement at an upcoming meeting and you return it as noted on the form, then we will send a fully executed agreement back to you.

The Master Interlocal agreement will give you access to all of our bids and purchasing cooperatives which may be helpful to you for procurement. Attached is a flyer which has information on the purchasing cooperatives operated by Region 10. If you need additional information on these, please use the contact information on the flyer or contact Jim Newhouse at [jim.newhouse@region10.org](mailto:jim.newhouse@region10.org)

Also attached is a copy of Region 10's approval letter from TEA for Other Non Competitive Procurement which allows districts to purchase products and services offered by Region 10 without competitive procurement.

We hope that these procurement resources will be useful to you. Please share this information with your purchasing staff. If there are any questions, please reach out to Mark Keahey at [mark.keahey@region10.org](mailto:mark.keahey@region10.org).

Attachments:

Master Interlocal Agreement Template

Simplify and Save Flyer (Information on Region 10 Purchasing Cooperatives)

TEA Approval Letter for Other Non Competitive Procurement

# Simplify and Save

*Three Smart Choices to Save Time, Energy, and Money.*

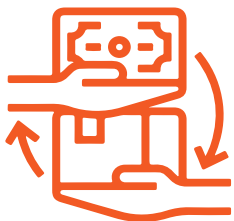
**R**EGION 10 has several ways that we support districts with meeting purchasing challenges and guidelines. Procurement specialists at Region 10 facilitate multiple cooperatives designed to provide your district with the best pricing, products, and support.



**EdTech Exchange** was specifically developed to address district procurement requirements for Educational Technology Products and Services. As a cooperative member, you will receive the lowest possible prices available, courtesy of the Exchange's ongoing effort to leverage the aggregate volume of Region 10 districts.

For more information on how membership can save you time and money with your technology purchasing power, visit their website.

[edtechcoop.com](http://edtechcoop.com)



**Equalis** was created to help its members navigate the complexity of the public procurement process. Region 10 chose to partner with the Equalis Group because we share many common goals; among them are delivering cost savings, unmatched efficiencies, and peace of mind.

As a member, you will certainly benefit from the decades of experience in cooperative purchasing, supply-chain improvement, and building relationships that the leadership of the Equalis Group brings to the table. To see how this cooperative can help simplify your procurement process, go to their website.

[equalisgroup.org](http://equalisgroup.org)



**Multi-Region Purchasing Cooperative** will definitely lighten your workload by acting as your coordinating center for all your food service purchasing bids allowable under section 8.053 of the Texas Education Code. Members reap substantial savings on specific commercial food items, non-food items, and USDA commodity processed items due, in large part, to volume purchasing. It also saves you money by offering these invaluable services for FREE. What are you waiting for? You can start saving more money and time today. To become a member of this cooperative today, simply visit our Multi-Region Purchasing Cooperative program page.

[bit.ly/2SFHvDI](http://bit.ly/2SFHvDI)



Region 10 ESC

E. Consider the approval of the Resolution for the Board of Trustees to authorize Dallas County to Resell Tax Foreclosed Property - CDB(LEGAL)-(G2,G4)

59



# Lancaster ISD Board Agenda

Meeting Type: Regular

Meeting Date: 08/27/2020

Category: Action Item

**Item Name: Discussion & possible action to approve a resolution of the Board of Trustees for the Lancaster Independent School District, authorizing Dallas County to resell tax foreclosed property.**

**Related Goals (District and/or Strategic): Goal 2: Fiscal Responsibility and Financial Transparency**

**Currently Budgeted?**  Yes  No  No Budgetary Impact  
(If Yes, description provided under Fiscal Implications.)

**Attachments:**  Yes  No

**Primary Contact Person:** Elijah Granger

**Presenter and District Contact:** Shonna Pumphrey

**Explanation:** In previous Board action, Lancaster ISD has authorized Dallas County to act as agent for all taxing entities in the sale of foreclosed properties. This request is to approve the resale of five(5) tracks of land indicated in Exhibit "A" (attached)

**Intended Audience:** All Stakeholders

**Impact or Expected Outcome:** Collect delinquent taxes and put property back on the paying tax roll.

**Recommendation:** Administration seeks approval of this resolution

**Fiscal Implications and Funding Source:** Increase local tax revenue. General Fund

**Frequency Monitored:** Ongoing

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**Projected Start Date:**

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**Projected Completion Date:**

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# TAX FORECLOSURE SALE



## EXHIBIT "A"

### TAX FORECLOSURE PROPERTIES STRUCK OFF TO THE CITY OF LANCASTER AS TRUSTEE FOR THE COUNTY OF DALLAS AND LANCASTER ISD

#### WITH THE COUNTY OF DALLAS ASSUMING THE LEAD ROLE IN THE RESALE OF SAID LISTED PROPERTIES

STREET ADDRESS	CITY	TAX ACCOUNT #	IMPROVED / LAND ONLY	LOT SIZE (APPROX.)	2019 DCAD VALUE	JUDGMENT CAUSE No.	JUDGMENT AMOUNT (Taxes, Penalties, Interest & Liens)	STRIKE OFF AMOUNT	MARKET VALUE IN JUDGMENT	TAX YEARS INCLUDED IN JUDGMENT (COUNTY, CITY, SCHOOL)	DATE OF SHERIFF'S SALE
1608 Enchanted Lane	Lancaster	36026500000270000	Land Only	57' x 232' 17,161 SF	\$25,000	TX-03-30779-T-H 5/16/2012	\$29,789.09	\$25,000	\$25,000	County: 1992-2011 City: 1992-2011 LISD: 1992-2011 DCED: 1992	7/2/2013
2526 Everton Drive	Lancaster	36073500020100000	Land Only	100' x 200' 20,842 SF	\$36,000	TX-14-40687 5/26/2016	\$14,176.19	\$20,000	\$20,000	County: 2007-2015 City: 2007-2015 LISD: 2007-2015	3/6/2018
618 N. Dallas Avenue	Lancaster	36000500750060400	Land Only	53' x 267' 13,600 SF	\$17,000	TX-15-00200 11/09/2016	\$17,858.14	\$13,600	\$13,600	County: 2009-2015 City: 2009-2015 LISD: 2009-2015	3/6/2018
1105 S. Lancaster Hutchins Road	Lancaster	36025500020030000	Land Only	100' x 207' 21,621 SF	\$43,240	TX-11-30907 7/27/2015	\$28,614.45	\$27,120	\$27,120	County: 2002-2014 City: 2002-2014 LISD: 1993-1996, 2002-2014	4/2/2019
800 Truman Circle	Lancaster	65044947610060100	Land Only	2.2300 Acres	\$40,140	TX-12-31906 03/04/2014 (Tract 2)	\$45,782.27	\$40,140	\$40,140	County: 1992-2013 City: 1992-2013 LISD: 1992-2013 DCED: 1992	3/6/2018



# QUESTIONS ?

# TAX FORECLOSURE SALE RESOLUTION

## LANCASTER INDEPENDENT SCHOOL DISTRICT

### RESOLUTION NO. 081320

**RESOLUTION OF THE BOARD OF TRUSTEES FOR THE LANCASTER INDEPENDENT SCHOOL DISTRICT, AUTHORIZING DALLAS COUNTY TO RESELL TAX FORECLOSED PROPERTY BY PUBLIC OR PRIVATE SALE, TO THE HIGHEST QUALIFIED PURCHASER, AS PROVIDED BY SECTION 34.05 OF THE TEXAS PROPERTY TAX CODE**

**WHEREAS,** this matter was briefed to the Board of Trustees for the Lancaster Independent School District on August 13, 2020 wherein the Board of Trustees agreed to use this form of Resolution to provide the County of Dallas consent to sell specific properties to the highest qualified purchaser by public or private sale; and

**WHEREAS,** several parcels of land were offered for sale by the Sheriff of Dallas County, Texas, at public auction pursuant to a judgment of the District Court of Dallas County, Texas, for foreclosure of the tax liens securing payment of delinquent property taxes, accrued penalty and interest, and court costs; and

**WHEREAS,** those parcels of land which did not receive a sufficient bid as set by law were struck off to the County of Dallas, the City of Lancaster, and Lancaster Independent School District, (Taxing Authorities) pursuant to Section 34.01(j) of the Property Tax Code; and

**WHEREAS,** by this resolution, the County of Dallas, as Trustee for itself and the other Taxing Authorities is authorized to resell certain struck off parcels of land, which did not receive a sufficient bid as set by law and to execute quitclaim deeds for said parcels conveying the right, title, and interest acquired or held by the Lancaster Independent School District as a party to the judgment foreclosing tax liens, and

**WHEREAS,** the Lancaster Independent School District desires to resell said parcel(s) in an expeditious manner pursuant to Section 34.05 of the Property Tax Code.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES FOR LANCASTER INDEPENDENT SCHOOL DISTRICT THAT:**

**Section 1.** The Lancaster Independent School District does hereby provide specific authorization to the County of Dallas to act as Trustee to offer for sale by public or private sale the parcels of land shown in Exhibit "A," attached hereto and made a part hereof and the Board of Trustees for Lancaster Independent School District does hereby consent to the sale of said parcels to the highest purchaser, even if the amount tendered is less than the market value of the land specified in the judgment of foreclosure or the total amount of the judgment against the property in compliance with Section 34.05(i) of the Texas Property Tax Code, or for an amount equal to or greater than its current market value as shown by the most recent certified appraisal role, if the sum of the amount of the judgment plus post-judgment taxes, penalties, and interest owing against the property exceeds the market value in compliance with Section 34.05(j) of the Texas Property Tax Code, and each taxing unit entitled to receive proceeds of the sale consents to the sale for that amount.

**Section 2.** This Resolution shall take effect immediately from and after its passage in accordance with the provisions of the law.

DULY ADOPTED by the Board of Trustees for the Lancaster Independent School District on this 13th day of August 2020.

APPROVED:

\_\_\_\_\_  
Board of Trustees President

ATTEST:

\_\_\_\_\_  
Board of Trustees Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
ATTORNEY

**\*\*\*\*\*ATTACH EXHIBIT "A"\*\*\*\*\***

## EXHIBIT "A"

**TAX FORECLOSURE PROPERTIES STRUCK OFF TO THE CITY OF LANCASTER  
AS TRUSTEE FOR THE COUNTY OF DALLAS AND LANCASTER ISD  
WITH THE COUNTY OF DALLAS ASSUMING THE LEAD ROLE IN THE RESALE OF SAID LISTED PROPERTIES**

STREET ADDRESS	CITY	TAX ACCOUNT #	IMPROVED / LAND ONLY	LOT SIZE (APPROX.)	2019 DCAD VALUE	JUDGMENT CAUSE No.	JUDGMENT AMOUNT (Taxes, Penalties, Interest & Liens)	STRIKE OFF AMOUNT	MARKET VALUE IN JUDGMENT	TAX YEARS INCLUDED IN JUDGMENT (COUNTY, CITY, SCHOOL)	DATE OF SHERIFF'S SALE
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**Sheriff's Deed**

070213-02

**The State of Texas, } KNOW ALL MEN BY THESE PRESENTS:  
County of Dallas.**



201300316356  
SHERIFF DEED 1/16

**NOTICE OF CONFIDENTIALITY RIGHTS: "IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER."**

THAT, WHEREAS, By virtue of a certain **Order of Sale**, issued out of the **Honorable 160<sup>th</sup> Judicial District Court, Dallas County, State of Texas**, on **13<sup>th</sup> day of March, A. D. 2013** in and for Dallas County, Styled **COUNTY OF DALLAS, ET AL, Plaintiff, -versus- ISHAN SALEM, ET AL, Cause No.TX-03-30779**. On a certain judgment and Decree of Foreclosure rendered on the **16<sup>th</sup> day of May, A.D. 2012**, by said Court and directed and delivered to me as Sheriff of Dallas County, Texas, commanding me to seize and sell the real property described in said Order of Sale, I, **Lupe Valdez, Sheriff**, aforesaid, did upon the **10<sup>th</sup> day of May, A.D.,2013**, execute said property described in said Order of Sale, by having notice of the time and place of such sale published in the English language, once a week for three consecutive weeks, preceding such sale, in the **DAILY COMMERCIAL RECORD** a newspaper published in said County, the first of said publications appearing not less than twenty days immediately preceding the day of said sale, and by **MAILING** a written notice of such sale to **Ishan Salem, Amal Salem, Defendant(s)** and on the **1st Tuesday in July, A.D. 2013** it being the **2<sup>nd</sup>** day of the month, within the hours prescribed by law,(10:00 A.M.) sold said real property at public auction in the County of Dallas at the Courthouse door thereof, at which sale the real property herein after described was struck off to **City of Lancaster on its behalf and Trustee for Dallas County, Lancaster ISD**, for the sum of **\$ 25,000.00 Dollars** as there were no bids taken on that property therefore.

***NOW, THEREFORE***, in consideration of the premises aforesaid and of the payment to me of the said sum of **\$ 25,000.00 Dollars**, the receipt of which is hereby acknowledged, I, **Lupe Valdez, Sheriff** as aforesaid, have **SOLD and CONVEYED**, and by these presents do **SELL and CONVEY** unto the said **City of Lancaster on its behalf and Trustee for Dallas County, DISD, Lancaster ISD**, all of the estate, right, title and interest which the said **Defendant** had on the **16<sup>th</sup> day of May, A.D.2012** or at any time afterwards, in and to the following described real property, same being also described in the said **Order of Sale, all that certain lot, tract or parcel of land, lying in being situated in Dallas County, TX and being more particularly described as follows:**

**PROPERTY ADDRESS: 1608 ENCHANTED LANE, LANCASTER, DALLAS COUNTY, TEXAS. ACCT. NO. 36026500000270000; LOT 27 (0.3748 ACRES) OF ENCHANTED FOREST ADDITION, AN ADDITION TO THE CITY OF LANCASTER, DALLAS COUNTY, TEXAS, AS SHOWN BY A DEED OF RECORD IN VOLUME 87036 PAGE 4755 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS, AND MORE FULLY DESCRIBED IN THE DEED AND SAVE AND EXCEPT A PORTION OF SAID LOT DEEDED TO CITY FEDERAL SAVINGS AND LOAN ASSOCIATION AS SHOWN BY DEED RECORDED IN VOLUME 88104 PAGE 2641 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS, AND MORE FULLY DESCRIBED IN THE DEED AND**

TO HAVE AND TO HOLD The above described premises, together with all and singular, the rights and Appurtenances thereto in anywise belonging, unto the said City of Lancaster heirs and assigns, forever as fully and as absolutely as I, a Sheriff aforesaid, can convey by virtue of said Order of Sale.

IN TESTIMONY WHEREOF, I have hereunto set my hand, this 29<sup>th</sup> day of July, A.D. 2013.

LUPE VALDEZ, SHERIFF,  
DALLAS, COUNTY, TEXAS

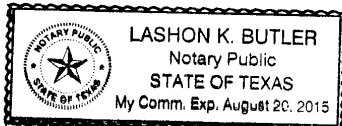
by T. Davis #276

Deputy Tim Davis #276, Deputy S. Jackson #297

**The State of Texas}**  
**County of Dallas**

**BEFORE ME, LASHON K. BUTLER, A Notary Public** on this day personally appeared **Deputy Tim Davis, #276, Deputy S. Jackson #297** Deputy Sheriff of Dallas County, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledge to me that he executed the same for the purpose and consideration therein expressed, and in his capacity as Deputy Sheriff therein set forth.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 29<sup>th</sup> day of July, A.D. 2013.**



Lashon K. Butler  
Notary Public, State of Texas  
Commission Expires 08-20-2015

**The State of Texas, }**  
**County of Dallas**

I \_\_\_\_\_ County Clerk of said County, do hereby certify that the above instrument of writing, together with its Certificate of Authentication was filed for record in my office on the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2013, at \_\_\_\_\_ o'clock \_\_\_\_\_ M, and duly recorded the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2013, in Volume \_\_\_\_\_, Page \_\_\_\_\_ of the Records of Deeds, etc., of said County.

WITNESS MY HAND AND OFFICIAL SEAL This \_\_\_\_\_ of \_\_\_\_\_ A.D. 2013.

\_\_\_\_\_  
County Clerk Dallas County, Texas.

By \_\_\_\_\_  
Deputy

Send This Deed To: City of Lancaster

SUIT NO. 03-30779-T-H

COUNTY OF DALLAS, ET AL

§  
§  
§  
§  
§

IN THE DISTRICT COURT

VS.

160TH JUDICIAL DISTRICT

ISHAN SALEM, ET AL

DALLAS COUNTY, TEXAS

J U D G M E N T

BE IT REMEMBERED that on May 16, 2017, came on to be heard in regular order the above numbered and entitled cause wherein **DALLAS COUNTY, CITY OF LANCASTER, LANCASTER INDEPENDENT SCHOOL DISTRICT, DALLAS COUNTY COMMUNITY COLLEGE DISTRICT, DALLAS COUNTY EDUCATION DISTRICT, DALLAS COUNTY SCHOOL EQUALIZATION FUND AND PARKLAND HOSPITAL DISTRICT**, are the Plaintiffs; and wherein the Defendant is **Ishan Salem** if living, and if any or all of the said named defendant(s) be deceased, the unknown heirs of each or all of the said named persons who may be deceased; and the unknown heirs of the unknown heirs of the said named persons; and the unknown owner or owners of the described property; and the executors, administrators, guardians, legal representatives, legatees, devisees of the said named persons, and who own or claim some interest in the below described property and any and all other persons, including adverse claimants, owning or having any legal or equitable interest in or lien upon the below described property, who were duly served as required by law by means of citation by publication; and wherein the Defendant is **Amal Salem**, if living, and if any or all of the said named defendant(s) be deceased, the unknown heirs of each or all of the said named persons who may be deceased; and the unknown heirs of the unknown heirs of the said named persons; and the unknown owner or owners of the described property; and the executors, administrators, guardians, legal representatives, legatees, devisees of the said named persons, and who own or claim some interest in the below described property and any and all other persons, including adverse claimants, owning or having any legal or equitable interest in or lien upon the below described property, who were duly served as required by law by means of citation by publication; and the Court having appointed **Josephine V. Dye**, a licensed attorney, as attorney to represent Defendant(s) **Ishan Salem** and **Amal Salem** named above who were served with process by means of citation by publication, and said attorney ad litem having answered on behalf of all such Defendant(s) who were cited by publication and appeared/~~failed to appear~~ in Court; this cause came on for trial;

All parties appearing announced ready for trial and, no jury having been demanded, all questions of fact were submitted to the Court. The Court having considered the pleadings on file, and after hearing the evidence and arguments of counsel, is of the opinion that Plaintiffs are entitled to judgment against the Defendant(s) **Ishan Salem and Amal Salem** in the liquidated amounts set forth herein.

This is an action brought by Plaintiffs pursuant to Chapter 33 of the Texas Property Tax Code. The property subject to taxation by Plaintiffs and the amount of delinquent taxes,

**CODED**

penalties, interest and fees as established by the evidence and for which judgment is entered are set forth below:

**PROPERTY AND AMOUNTS OWED**

**ACCT. NO. 36026500000270000; LOT 27 (0.3748 ACRES) OF ENCHANTED FOREST ADDITION, AN ADDITION TO THE CITY OF LANCASTER, DALLAS COUNTY, TEXAS, AS SHOWN BY A DEED OF RECORD IN VOLUME 87036 PAGE 4755 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS, AND MORE FULLY DESCRIBED IN THE DEED ATTACHED HERETO AS EXHIBIT "A", AND SAVE AND EXCEPT A PORTION OF SAID LOT DEEDED TO CITY FEDERAL SAVINGS AND LOAN ASSOCIATION AS SHOWN BY DEED RECORDED IN VOLUME 88104 PAGE 2641 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS, AND MORE FULLY DESCRIBED IN THE DEED ATTACHED HERETO AS EXHIBIT "B", AND INCORPORATED HEREIN FOR ALL PURPOSES, AND MORE COMMONLY ADDRESSED AS 1608 ENCHANTED LANE, LANCASTER, DALLAS COUNTY, TEXAS**

**Adjudged value: \$25,000.00**

	<b>TAXES, PENALTIES, INTEREST AND COSTS</b>
<b>Plaintiff(s)</b>	
<b>DALLAS COUNTY</b>	
<b>Year(s) Due: 1992 - 2011</b>	<b>\$1,885.23</b>
<b>CITY OF LANCASTER</b>	
<b>Year(s) Due: 1992 - 2011</b>	<b>\$5,993.54</b>
<b>LANCASTER INDEPENDENT SCHOOL DISTRICT</b>	
<b>Year(s) Due: 1992 - 2011</b>	<b>\$14,199.37</b>
<b>DALLAS COUNTY EDUCATION DISTRICT</b>	
<b>Year(s) Due: 1992</b>	<b>\$492.49</b>
<b>PARKLAND HOSPITAL DISTRICT</b>	
<b>Year(s) Due: 1992 - 2011</b>	<b>\$2,086.00</b>
<b>DALLAS COUNTY COMMUNITY COLLEGE DISTRICT</b>	
<b>Year(s) Due: 1992 - 2011</b>	<b>\$608.39</b>
<b>DALLAS COUNTY SCHOOL EQUALIZATION FUND</b>	
<b>Year(s) Due: 1992 - 2011</b>	<b>\$54.23</b>
<b>TOTAL DUE:</b>	<b>\$25,319.25</b>

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Plaintiffs shall recover judgment against Defendant the sum of \$25,196.21 together with applicable penalty and interest as permitted under Chapter 33 of the Texas Property Tax Code, said amounts accruing thereon as long as the tax (or any portion thereof) remains unpaid, regardless of the entry of this judgment.

It is further ORDERED, ADJUDGED AND DECREED by the Court that Plaintiff(s) COUNTY OF DALLAS, the DALLAS COMMUNITY COLLEGE DISTRICT, the PARKLAND HOSPITAL DISTRICT and the DALLAS COUNTY SCHOOL EQUALIZATION FUND shall be awarded the sum of **\$26.42**, which the Court finds to be reasonable attorney's fees pursuant to Section 33.48(5) of the Texas Property Tax Code, said amounts to be charged as costs of Court.

It is further ORDERED, ADJUDGED AND DECREED by the Court that Plaintiff CITY OF LANCASTER shall be awarded the sum of **\$36.76**, which the Court finds to be reasonable attorney's fees pursuant to Section 33.48(5) of the Texas Property Tax Code, said amounts to be charged as costs of Court.

It is further ORDERED, ADJUDGED AND DECREED by the Court that Plaintiff LANCASTER INDEPENDENT SCHOOL DISTRICT shall be awarded the sum of **\$59.86**, which the Court finds to be reasonable attorney's fees pursuant to Section 33.48(5) of the Texas Property Tax Code, said amounts to be charged as costs of Court.

It is further ORDERED, ADJUDGED AND DECREED that the Plaintiff, the City of Lancaster, have and recover of and from the Defendant(s) as named above, the sum of, being the Weed Lien, Instrument # 201200000769, in the sum of \$222.21, plus penalties interest and other related expenses in the deed records of Dallas County, Texas, plus post judgment interest thereon from date of judgment until paid.

It is further ORDERED, ADJUDGED AND DECREED that the Plaintiff, the City of Lancaster, have and recover of and from the Defendant(s) as named above, the sum of, being the Weed Lien, Instrument # 201200000785, in the sum of \$222.21, plus penalties interest and other related expenses in the deed records of Dallas County, Texas, plus post judgment interest thereon from date of judgment until paid.

It is further ORDERED, ADJUDGED AND DECREED that the Plaintiff, the City of Lancaster, have and recover of and from the Defendant(s) as named above, the sum of, being the Weed Lien, Instrument # 201100247820, in the sum of \$204.04, plus penalties interest and other related expenses in the deed records of Dallas County, Texas, plus post judgment interest thereon from date of judgment until paid.

It is further ORDERED, ADJUDGED AND DECREED that the Plaintiff, the City of Lancaster, have and recover of and from the Defendant(s) as named above, the sum of \$260.91, plus penalties interest and other related expenses, being the mowing lien for services performed on October 24, 2009 and recorded in Instrument No. 201000060707, in the deed records of Dallas County, Texas, plus post judgment interest thereon from date of judgment until paid.

It is further ORDERED, ADJUDGED AND DECREED that the Plaintiff, the of Lancaster, have and recover of and from the Defendant(s) as named above, the sum of \$233.41, plus penalties interest and other related expenses, being the mowing lien for services performed on August 28, 2009 and recorded in Instrument No. 201000060952, in the deed records of Dallas County, Texas, plus post judgment interest thereon from date of judgment until paid.

It is further ORDERED, ADJUDGED AND DECREED that the Plaintiff, the of Lancaster, have and recover of and from the Defendant(s) as named above, the sum of \$233.41, plus penalties interest and other related expenses, being the mowing lien for services performed on July 16, 2009 and recorded in Instrument No. 201000060824, in the deed records of Dallas County, Texas, plus post judgment interest thereon from date of judgment until paid.

It is further ORDERED, ADJUDGED AND DECREED that the Plaintiff, the of Lancaster, have and recover of and from the Defendant(s) as named above, the sum of \$352.81, plus penalties interest and other related expenses, being the mowing lien for services performed on September 27, 2008 and recorded in Instrument No. 200900054480, in the deed records of Dallas County, Texas, plus post judgment interest thereon from date of judgment until paid.

It is further ORDERED, ADJUDGED AND DECREED that the Plaintiff, the of Lancaster, have and recover of and from the Defendant(s) as named above, the sum of \$280.22, plus penalties interest and other related expenses, being the mowing lien for services performed on June 24, 2008 and recorded in Instrument No. 20080341675, in the deed records of Dallas County, Texas, plus post judgment interest thereon from date of judgment until paid.

It is further ORDERED, ADJUDGED AND DECREED that the Plaintiff, the of Lancaster, have and recover of and from the Defendant(s) as named above, the sum of \$752.76, plus penalties interest and other related expenses, being the mowing lien for services performed on October 9, 2007 and recorded in Instrument No. 20080037288, in the deed records of Dallas County, Texas, plus post judgment interest thereon from date of judgment until paid.

It is further ORDERED, ADJUDGED AND DECREED that the Plaintiff, the of Lancaster, have and recover of and from the Defendant(s) as named above, the sum of \$411.17, plus penalties interest and other related expenses, being the mowing lien for services performed on May 29, 2003 and recorded in Volume 2003164, Page 3832, in the deed records of Dallas County, Texas, plus post judgment interest thereon from date of judgment until paid.

It is further ORDERED, ADJUDGED AND DECREED that the Plaintiff, the of Lancaster, have and recover of and from the Defendant(s) as named above, the sum of \$427.24, plus penalties interest and other related expenses, being the mowing lien for services performed on September 13, 2002 and recorded in Volume 2002232, Page 10497, in the deed records of Dallas County, Texas, plus post judgment interest thereon from date of judgment until paid.

It is further ORDERED, ADJUDGED AND DECREED that the Plaintiff, the of Lancaster, have and recover of and from the Defendant(s) as named above, the sum of \$430.48, plus penalties interest and other related expenses, being the mowing lien for services performed

on July 15, 2002 and recorded in Volume 2002194, Page 1648, in the deed records of Dallas County, Texas, plus post judgment interest thereon from date of judgment until paid.

It is further ORDERED, ADJUDGED AND DECREED that the Plaintiff, the of Lancaster, have and recover of and from the Defendant(s) as named above, the sum of \$562.01, plus penalties interest and other related expenses, being the mowing lien for services performed on October 14, 1998 and June 15, 1999 and recorded in Volume 99158, Page 1671, in the deed records of Dallas County, Texas, plus post judgment interest thereon from date of judgment until paid.

IT IS THEREFORE ORDERED, ADJUDGED, and DECREED that Plaintiffs shall recover as a part of the costs of court the sum of \$200.00 for ascertaining the name and identity as to owners, mortgagees, description of property as prescribed by statute.

**Josephine V. Dye** appointed to act as Attorney Ad Litem for Defendant(s) cited by publication, is hereby allowed the sum of **\$630.00** as attorney's fees, such sum to be taxed as costs of court herein, to be paid by Defendant(s).

IT IS FURTHER ORDERED, ADJUDGED, and DECREED that Plaintiffs also recover(s) judgment for all costs of suit and sale now or hereafter incurred; provided, however, that no personal money judgment is granted against any Defendant named In Rem herein unless otherwise provided below. The proceeds of any foreclosure sale in this cause shall be applied first to the payment of all accrued costs of suit and sale, and any residue shall be distributed as provided by law.

IT IS FURTHER ORDERED and DECREED by the Court that the tax lien(s), lien upon the hereinbefore described tract(s) securing the payment of said respective amounts be and the same are hereby foreclosed.

AND, IT IS FURTHER ORDERED, ADJUDGED, and DECREED as follows:

That a lien exists against each of the lots, tracts, or parcels of land, for the amount of the taxes, interest, penalties, abstractor's fees and costs of court found to be due on each particular lot, tract, or parcel of land, which lien is prior and superior to all claims, right, title, interest, or liens asserted by any Defendant(s), and that Plaintiffs have foreclosure of their liens on each of the lots, tracts, or parcels of land as against the Defendant(s) or any person claiming under the Defendant(s) by any right acquired during the pendency of this suit;

That, upon the request of any Plaintiff or Intervening taxing unit, an order of sale be issued by the Clerk directed to the Sheriff or any Constable of this County, commanding such officer to seize, levy upon, and advertise the sale of each of the tracts of land, and sell them to the highest bidder for cash, all to be done as under execution except as otherwise provided by Subchapter A of Chapter 34, TEXAS PROPERTY TAX CODE, such order to have all the force and effect of a writ of possession as between the parties to this suit and any person claiming under the defendant(s) by any right acquired pending this suit,

That such order of sale provide that the property may be sold to a taxing unit that is a party to this suit or to any other person, other than a person owning an interest in the property or any party to this suit that is not a taxing unit, for (1) the adjudged value of the property as set by this Court in the amount shown above, or (2) the aggregate amount of the judgments against the property, whichever is less;

That such order of sale also specify that the property may not be sold to a person owning an interest in the property or to a person who is a party to the suit other than a taxing unit unless: (1) that person is the highest bidder at the tax sale, and (2) the amount bid by that person is equal to or greater than the aggregate amount of the judgments against the property, including all costs of suit and sale;

That the net proceeds of any sale of such property made hereunder to any purchaser other than a taxing unit who is a party to this suit shall be applied to satisfy the judgment and liens foreclosed herein, but any excess in the proceeds of sale over the amount of judgment, the costs of suit and sale and other expenses chargeable against the property, shall be paid into the registry of the court and disbursed therefore as provided by law;

That the owner of such property, or anyone having an interest therein, or their heirs, assigns, or legal representatives, may redeem such property in the time and manner prescribed by law;

That the officer executing the order of sale shall make proper conveyance to the purchaser(s) of the land, as prescribed by law, subject to such right of redemption, and shall proceed to place the purchaser(s) in possession of the land within thirty days after the day of sale; and that the clerk of this Court issue a Writ of Possession to the purchaser at the sale or to the purchaser's assigns no sooner than 20 days following the date on which the purchaser's deed from the officer making the sale is filed of record.

IT IS FURTHER ORDERED, ADJUDGED, and DECREED that all costs herein are taxed against the Defendant(s) and for all of the foregoing judgment let execution issue.

All relief prayed for in any of the pleadings in this cause which is not specifically granted by this judgment is hereby denied. This judgment finally disposes all parties and all claims and is appealable.

SIGNED on 16th day of May 2012

**ORIGINAL SIGNED BY JUDGE**  
JUDGE PRESIDING

Retired Judge 31 Judicial District  
Court Sitting for Judge 19157 Judicial  
District Court Sitting for Judge 1600h  
Judicial District Court Dallas County, Texas

**WARRANTY DEED**

Date: April 28, 1988

Grantor: IHSAN SALEM and wife, AMAL SALEM

Grantor's Mailing Address (including county):  
2736 Folkway Drive, Unit 44  
Mississauga, Ontario, Canada, L5L2G4

A 1088 2 5.00 DEED  
2 05/27/88

Grantee: CITY FEDERAL SAVINGS AND LOAN ASSOCIATION

Grantee's Mailing Address (including county):  
6671 Southwest Freeway, Suite 112  
Houston, Harris County, Texas, 77074

Consideration: TEN DOLLARS (\$10.00) and other good and valuable consideration

Property (including any improvements): Being part of Lot 27 of Enchanted Forest Addition, an Addition to the City of Lancaster, Dallas County, Texas, according to the Map or Plat thereof recorded in Volume 141, Page 1994, Map Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at an "X" found in concrete in the common north corner of said Lot 27 and Lot 26-A of Enchanted Forest Addition, an Addition to the City of Lancaster, Dallas County, Texas, according to the Revised Map thereof recorded in Volume 84016, Page 469, Map Records of Dallas County, Texas, same being in the southerly right-of-way line of Enchanted Lane (60 ft. R.O.W.) and having a radius of 211.87 feet; THENCE in an easterly direction, along the curving southerly line of Enchanted Lane in a curve to the left, 2.98 feet to iron rod set; THENCE South 16 deg. 18 min. 25 sec. East, 80.88 feet to iron rod set; THENCE South 32 deg. 02 min. 30 sec. West, 19.95 feet to iron rod set in the common line of said Lot 27 and of said Lot 26-A; THENCE North 17 deg. 42 min. 00 sec. East, along the east line of said Lot 27 and of said Lot 26-A, 100.33 feet to the PLACE OF BEGINNING.

Reservations from and Exceptions to Conveyance and Warranty:

Any and all valid restrictions, mineral reservations and easements, if any, affecting the use of the property hereby conveyed now of record in the County Clerk's Office of Dallas County, Texas, and taxes for the year 1988 and subsequent years, which are assumed by Grantee herein without benefit of proration.

1991  
2641  
88104

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural

*Salim*  
✓  
IHSAN SALEM

✓ *Amal Salem*  
AMAL SALEM

COUNTY CLERK, Dallas County, Texas

*Carl Smith*



MAY 27 1988

COUNTY OF DALLAS  
STATE OF TEXAS  
I, County Clerk, Dallas County, Texas, do hereby certify that the foregoing was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the record records of Dallas County, Texas as stamped herein by me.

PROVISIONS CONTAINED IN ANY INSTRUMENT WHICH RESTRICTS THE SALE, RENTAL OR LEASE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW. OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW. ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR LEASE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

(Acknowledgment)

~~STATE OF TEXAS~~ PROVINCE OF ONTARIO  
~~COUNTY OF~~ REGIONAL MUNICIPALITY OF PEEL

This instrument was acknowledged before me on the 2nd day of May, 1988, by Ihsan Salem and Amal Salem.

*Richard G. Keighton*  
Notary Public, State of Texas  
Notary's name (printed): RICHARD GEORGE KEIGHTON  
Notary's commission expires: does not expire

(Corporate Acknowledgment)

STATE OF TEXAS  
COUNTY OF

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_ of \_\_\_\_\_ a \_\_\_\_\_ corporation, on behalf of said corporation.

Notary Public, State of Texas  
Notary's name (printed):  
Notary's commission expires:

AFTER RECORDING RETURN TO:

CHICAGO TITLE INSURANCE COMPANY  
14755 PRESSION ROAD, BOX 59  
345 SIGNATURE PLACE  
DALLAS, TEXAS 75240

88 MAY 27 PM 12:30 PREPARED IN THE LAW OFFICE OF

88104 2642 75

THE STATE OF TEXAS  
COUNTY OF DALLAS

I hereby certify that the above and foregoing is a full, true, and correct photographic copy of the original record now in my lawful custody and possession, filed on the date stamped thereon and as the same is recorded in the Recorder's Records in my office under the volume and page or instrument # stamped thereon  
I hereby certify on

MAY 02 2012



COUNTY CLERK, Dallas County, Texas  
By [Signature] Deputy

257530-28/Lancaster JK  
#87101937

2253  
Prepared by the State Bar of Texas for use by lawyers only  
Revised 10-85  
© 1985 by the State Bar of Texas

### WARRANTY DEED WITH VENDOR'S LIEN

Date: February 1, 1987

Grantor: DAVID B. STANTON

A

3386

7.00 DEED  
2 2 02/24/87

Grantor's Mailing Address (including county):  
1214 Shady Lane, Lancaster, Dallas County, Texas 75146

Grantee: IHSAN SALEM AND WIFE, AMAL SALEM

Grantee's Mailing Address (including county):  
c/o Hisham Tagi  
1333 Oakbluff, Lancaster  
Dallas County, Texas 75146

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and the further consideration of the execution of and delivery by Grantee herein of their one certain promissory note of even date herewith in the original principal sum of \$5,940.00, payable to the order of Grantor and bearing interest and being payable as therein provided, the payment of which said note is secured by the vendor's lien herein retained;

---

Property (including any improvements):

Being LOT TWENTY-SEVEN (27) of ENCHANTED FOREST, an Addition to the City of Lancaster, Dallas County, Texas, according to the map or plat thereof recorded in Volume 141, Page 1994, of the Map Records of Dallas County, Texas;

Reservations from and Exceptions to Conveyance and Warranty:

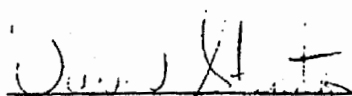
This conveyance is subject to any and all easements, rights-of-way and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; and taxes for the year 1987 which Grantee herein assumes;

07036 4756

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.  
When the context requires, singular nouns and pronouns include the plural.

EXECUTED this the 1st day of February, 1987.

  
\_\_\_\_\_  
DAVID B. STANTON

(Acknowledgment)

STATE OF TEXAS  
COUNTY OF DALLAS

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 1987,  
by DAVID B. STANTON



KAY FIELDS  
Notary Public, State of Texas  
My Commission Expires Sept. 22, 1988

\_\_\_\_\_  
Notary Public, State of Texas  
Notary's name (printed):  
Notary's commission expires:

(Corporate Acknowledgment)

STATE OF TEXAS  
COUNTY OF

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 1987,  
by \_\_\_\_\_  
of \_\_\_\_\_  
a \_\_\_\_\_ corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas  
Notary's name (printed):  
Notary's commission expires:

AFTER RECORDING RETURN TO:

PREPARED IN THE LAW OFFICE OF:  
Don P. Teague  
P. O. Drawer B  
Lancaster, TX 75146

87036 4758

RECORD AND RETURN TO:  
Hisham Salem and wife,  
Amal Salem  
C/O Hisham Tari  
1333 Oakbluff  
Lancaster, TX 75146

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT  
THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED  
THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER  
FEDERAL LAW AND ARE UNENFORCEABLE.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL,  
OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR  
OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL  
LAW.

FILED  
Earl Bullock  
COUNTY CLERK  
07 FEB 24 PM 3:26

STATE OF TEXAS COUNTY OF DALLAS  
I hereby certify that the instrument was filed on the  
date and time stamped hereon by me and was duly re-  
corded in the volume and page of the named records  
of Dallas County, Texas as stamped hereon by me.

FEB 24 1987



Earl Bullock  
COUNTY CLERK, Dallas County, Texas

Filed and Recorded  
Official Public Records  
John F. Warren, County Clerk  
Dallas County, TEXAS  
10/07/2013 11:42:29 AM  
\$76.00



A handwritten signature in black ink, appearing to be "JFW", is written over the seal.

201300316356

THE STATE OF TEXAS  
COUNTY OF DALLAS  
I hereby certify that the above and foregoing is a full, true, and  
correct photographic copy of the original record now in my lawful  
custody and possession, filed on the date stamped thereon and as  
the same is recorded in the Recorder's Records in my office under  
the volume and page or instrument # stamped thereon.  
I hereby certify on

APR 26 2012



A handwritten signature in black ink is written over the seal.  
COUNTY CLERK, Dallas County, Texas  
Deputy

Sheriff's Deed  
030618-01

The State of Texas, }  
County of Dallas. } **KNOW ALL MEN BY THESE PRESENTS:**

NOTICE OF CONFIDENTIALITY RIGHTS: "IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER."

THAT, WHEREAS, By virtue of a certain Order of Sale, issued out of the Honorable 134<sup>th</sup> Judicial District Court, Dallas County, State of Texas, on 21<sup>st</sup> day of December, A. D. 2017 in and for Dallas County, Styled DALLAS COUNTY, ET AL, Plaintiff-versus-FREDERICK K. SHUMAN, ET AL, Case No. TX-14-40687. On a certain judgment and Decree of Foreclosure rendered on the 26<sup>th</sup> day of May, 2016, by said Court and directed and delivered to me as Sheriff of Dallas County, Texas, commanding me to seize and sell the real property described in said Order of Sale, I, **Marian Brown, Sheriff**, aforesaid, did upon the 19<sup>th</sup> day of January, A.D.,2018, execute said property described in said Order of Sale, by having notice of the time and place of such sale published in the English language, once a week for three consecutive weeks, preceding such sale, in the **DAILY COMMERCIAL RECORD** a newspaper published in said County, the first of said publications appearing not less than twenty days immediately preceding the day of said sale, and by **MAILING** a written notice of such sale Frederick K. Shuman; Cathy Heyder, Defendant(s) and on the 1st Tuesday in March, A.D. 2018 it being the 6<sup>th</sup> day of the month, within the hours prescribed by law,(10:00 A.M.) sold said real property at public auction in the County of Dallas at the Courthouse door thereof, at which sale the real property herein after described was struck off to City of Lancaster on its behalf and Trustee for Dallas County, Lancaster ISD , for the sum of \$20,000.00 Dollars as there were no bids taken on that property therefore.

**NOW, THEREFORE**, in consideration of the premises aforesaid and of the payment to me of the said sum of \$20,000.00 Dollars, the receipt of which is hereby acknowledged, I, **Marian Brown, Sheriff** as aforesaid, have SOLD and CONVEYED, and by these presents do SELL and CONVEY unto the said City of Lancaster on its behalf and Trustee for Dallas County, Lancaster ISD, all of the estate, right, title and interest which the said Defendant had on the 26<sup>th</sup> day of May, A.D.2016 or at any time afterwards, in and to the following described real property, same being also described in the said Order of Sale, all that certain lot, tract or parcel of land, lying in being situated in Dallas County, TX and being more particularly described as follows:

PROPERTY ADDRESS: 2526 EVERTON DR., LANCASTER, DALLAS COUNTY, TEXAS. ACCT. NO. 36073500020100000; LOT 10 OF PLACID MEADOWS ADDITION, AN ADDITION SITUATED IN BLOCK B IN THE CITY OF LANCASTER, DALLAS COUNTY, TEXAS AS SHOWN BY DEED RECORDED IN VOLUME 83072 PAGE 2274 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS AND MORE COMMONLY ADDRESSED AS 2526 EVERTON DRIVE, LANCASTER, DALLAS COUNTY, TEXAS.

TO HAVE AND TO HOLD The above described premises, together with all and singular, the rights and Appurtenances thereto in anywise belonging, unto the said City of Lancaster heirs and assigns, forever as fully and as absolutely as I, a Sheriff aforesaid, can convey by virtue of said Order of Sale.

IN TESTIMONY WHEREOF, I have hereunto set my hand, this 29<sup>th</sup> day of March, A.D. 2018.

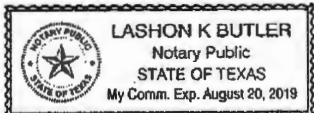
MARIAN BROWN, SHERIFF,  
DALLAS, COUNTY, TEXAS

by *T. Davis* #59  
Deputy Tim Davis #276, Deputy B. House #517

The State of Texas }  
County of Dallas

BEFORE ME, LASHON K. BUTLER, A Notary Public on this day personally appeared Deputy Tim Davis, #276, Deputy B. House #517 Deputy Sheriff of Dallas County, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledge to me that he executed the same for the purpose and consideration therein expressed, and in his capacity as Deputy Sheriff therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 29<sup>th</sup> day of March, A.D. 2018.



*Lashon K. Butler*  
Notary Public, State of Texas  
Commission Expires 08-20-2019

The State of Texas, }  
County of Dallas

I \_\_\_\_\_ County Clerk of said County, do hereby certify that the above instrument of writing, together with its Certificate of Authentication was filed for record in my office on the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2018, at \_\_\_\_\_ o'clock \_\_\_\_\_ M, and duly recorded the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2018, in Volume \_\_\_\_\_, Page \_\_\_\_\_ of the Records of Deeds, etc., of said County.

WITNESS MY HAND AND OFFICIAL SEAL This \_\_\_\_\_ of \_\_\_\_\_ A.D.2018.

\_\_\_\_\_  
County Clerk Dallas County, Texas.

By \_\_\_\_\_  
Deputy

Send This Deed To: City of Lancaster

Filed and Recorded  
Official Public Records  
John F. Warren, County Clerk  
Dallas County, TEXAS  
05/09/2018 09:16:45 AM  
\$30.00  
201800122026



**Sheriff's Deed**  
030618-13

The State of Texas, } **KNOW ALL MEN BY THESE PRESENTS:**  
County of Dallas.

NOTICE OF CONFIDENTIALITY RIGHTS: "IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER."

THAT, WHEREAS, By virtue of a certain Order of Sale, issued out of the Honorable 162<sup>nd</sup> Judicial District Court, Dallas County, State of Texas, on 29<sup>th</sup> day of December, A. D. 2017 in and for Dallas County, Styled DALLAS COUNTY, ET AL, Plaintiff -versus-KENNETH L. KEY, ET AL, Case No. TX-15-00200. On a certain judgment and Decree of Foreclosure rendered on the 20<sup>th</sup> day of March, 2017, by said Court and directed and delivered to me as Sheriff of Dallas County, Texas, commanding me to seize and sell the real property described in said Order of Sale, I, **Marian Brown, Sheriff**, aforesaid, did upon the 19<sup>th</sup> day of January, A.D.,2018, execute said property described in said Order of Sale, by having notice of the time and place of such sale published in the English language, once a week for three consecutive weeks, preceding such sale, in the **DAILY COMMERCIAL RECORD** a newspaper published in said County, the first of said publications appearing not less than twenty days immediately preceding the day of said sale, and by **MAILING** a written notice of such sale Kenneth L. Key, Larry L. Todd, Leon Wilson, Friedman & Feiger LLP (In Rem Only) and Jimmy Earl Cheshier (In Rem Only), as Independent Executor of the Estate of Pearl Akeman, Defendant(s) and on the 1st Tuesday in March, A.D. 2018 it being the 6<sup>th</sup> day of the month, within the hours prescribed by law,(10:00 A.M.) sold said real property at public auction in the County of Dallas at the Courthouse door thereof, at which sale the real property herein after described was struck off to City of Lancaster on its behalf and Trustee for Dallas County, Lancaster ISD, for the sum of \$13,600.00 Dollars as there were no bids taken on that property therefore.

**NOW, THEREFORE**, in consideration of the premises aforesaid and of the payment to me of the said sum of \$13,600.00 Dollars, the receipt of which is hereby acknowledged, I, **Marian Brown, Sheriff** as aforesaid, have **SOLD** and **CONVEYED**, and by these presents do **SELL** and **CONVEY** unto the said City of Lancaster on its behalf and Trustee for Dallas County, Lancaster ISD, all of the estate, right, title and interest which the said **Defendant** had on the 20<sup>th</sup> day of March, A.D.2017 or at any time afterwards, in and to the following described real property, same being also described in the said **Order of Sale**, all that certain lot, tract or parcel of land, lying in being situated in Dallas County, TX and being more particularly described as follows:

PROPERTY ADDRESS: 618 N. DALLAS AVE., LANCASTER, DALLAS COUNTY, TEXAS. ACCT. NO. 36000500750060400; PART OF LOTS 6 & 16 OF ORIGINAL TOWN OF LANCASTER, AN ADDITION TO THE CITY OF LANCASTER SITUATED IN CITY BLOCK 75 IN THE CITY OF LANCASTER, DALLAS COUNTY, TEXAS AS SHOWN BY DEED RECORDED IN VOLUME 99060 PAGE 2117 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS AND MORE COMMONLY ADDRESSED AS 618 NORTH DALLAS AVENUE, LANCASTER, DALLAS COUNTY, TEXAS.

TO HAVE AND TO HOLD The above described premises, together with all and singular, the rights and Appurtenances thereto in anywise belonging, unto the said City of Lancaster heirs and assigns, forever as fully and as absolutely as I, a Sheriff aforesaid, can convey by virtue of said Order of Sale.

IN TESTIMONY WHEREOF, I have hereunto set my hand, this 29<sup>th</sup> day of March, A.D. 2018.

MARIAN BROWN, SHERIFF,  
DALLAS,COUNTY,TEXAS

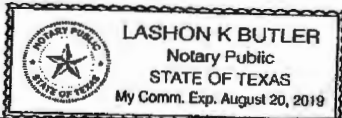
by B. House #517

Deputy Tim Davis #276, Deputy B. House #517

The State of Texas }  
County of Dallas

BEFORE ME, LASHON K. BUTLER, A Notary Public on this day personally appeared Deputy Tim Davis, #276, Deputy B. House #517 Deputy Sheriff of Dallas County, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledge to me that he executed the same for the purpose and consideration therein expressed, and in his capacity as Deputy Sheriff therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 29<sup>th</sup> day of March, A.D. 2018.



Lashon K. Butler  
Notary Public, State of Texas  
Commission Expires 08-20-2019

The State of Texas, }  
County of Dallas

I \_\_\_\_\_ County Clerk of said County, do hereby certify that the above instrument of writing, together with its Certificate of Authentication was filed for record in my office on the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2018, at \_\_\_\_\_ o'clock \_\_\_\_\_ M, and duly recorded the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2018, in Volume \_\_\_\_\_, Page \_\_\_\_\_ of the Records of Deeds, etc., of said County.

WITNESS MY HAND AND OFFICIAL SEAL This \_\_\_\_\_ of \_\_\_\_\_ A.D.2018.

\_\_\_\_\_  
County Clerk Dallas County, Texas.

By \_\_\_\_\_  
Deputy

Send This Deed To: City of Lancaster

Filed and Recorded  
Official Public Records  
John F. Warren, County Clerk  
Dallas County, TEXAS  
05/09/2018 08:59:49 AM  
\$39.00  
201800121951

[Signature]



Sheriff's Deed  
040219-13

The State of Texas, } **KNOW ALL MEN BY THESE PRESENTS:**  
County of Dallas.

NOTICE OF CONFIDENTIALITY RIGHTS: "IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER."

THAT, WHEREAS, By virtue of a certain Order of Sale, issued out of the Honorable 44<sup>th</sup> Judicial District Court, Dallas County, State of Texas, on 1<sup>st</sup> day of February, A. D. 2019 in and for Dallas County, Styled DALLAS COUNTY, ET AL, Plaintiff -versus- JEWELENE HAWKINS, A/K/A JEWELENE KEMP, Case No. TX-11-30907. On a certain judgment and Decree of Foreclosure rendered on 27<sup>th</sup> day of July, 2015, by said Court and directed and delivered to me as Sheriff of Dallas County, Texas, commanding me to seize and sell the real property described in said Order of Sale, I, **Marian Brown, Sheriff**, aforesaid, did upon the 19<sup>th</sup> day of February, A.D., 2019, execute said property described in said Order of Sale, by having notice of the time and place of such sale published in the English language, once a week for three consecutive weeks, preceding such sale, in the **DAILY COMMERCIAL RECORD** a newspaper published in said County, the first of said publications appearing not less than twenty days immediately preceding the day of said sale, and by **MAILING** a written notice of such sale Jewelene Hawkins A/K/A Jewelene Kemp, Defendant(s) and on the 1st Tuesday in April, A.D. 2019 it being the 2<sup>nd</sup> day of the month, within the hours prescribed by law, (10:00 A.M.) sold said real property at public auction in the County of Dallas at the Courthouse door thereof, at which sale the real property herein after described was struck off to City of Lancaster is on its behalf and Trustee for Dallas County, Lancaster ISD, for the sum of \$27,120.00 Dollars as there were no bids taken on that property therefore.

**NOW, THEREFORE**, in consideration of the premises aforesaid and of the payment to me of the said sum of \$27,120.00 Dollars, the receipt of which is hereby acknowledged, I, **Marian Brown, Sheriff** as aforesaid, have **SOLD** and **CONVEYED**, and by these presents do **SELL** and **CONVEY** unto the said City of Lancaster on its behalf and Trustee for Dallas County, Lancaster ISD, all of the estate, right, title and interest which the said **Defendant** had on the 27<sup>th</sup> day of July, A.D. 2015 or at any time afterwards, in and to the following described real property, same being also described in the said **Order of Sale**, all that certain lot, tract or parcel of land, lying in being situated in Dallas County, TX and being more particularly described as follows:

**PROPERTY ADDRESS: 1105 S. LANCASTER HUTCHINS ROAD., LANCASTER, DALLAS COUNTY, TEXAS. ACCT. NO. 36025500020030000; PART OF LOT 3 OF EASTSIDE ACRES ADDITION SITUATED IN CITY BLOCK 2 IN THE CITY OF LANCASTER, DALLAS COUNTY, TEXAS AS SHOWN BY DEED RECORDED IN VOLUME 2631 PAGE 241 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS AND MORE COMMONLY ADDRESSED AS 1105 SOUTH LANCASTER HUTCHINS ROAD, LANCASTER, DALLAS COUNTY, TEXAS.**

TO HAVE AND TO HOLD The above described premises, together with all and singular, the rights and Appurtenances thereto in anywise belonging, unto the said City of Lancaster heirs and assigns, forever as fully and as absolutely as I, a Sheriff aforesaid, can convey by virtue of said Order of Sale.

IN TESTIMONY WHEREOF, I have hereunto set my hand, this 8<sup>th</sup> day of April, A.D. 2019.

MARIAN BROWN, SHERIFF,  
DALLAS, COUNTY, TEXAS

by T. Davis #276

Deputy Tim Davis #276, Deputy B. House #517

The State of Texas }  
County of Dallas

BEFORE ME, LASHON K. BUTLER, A Notary Public on this day personally appeared Deputy Tim Davis, #276, Deputy B. House #517 Deputy Sheriff of Dallas County, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledge to me that he executed the same for the purpose and consideration therein expressed, and in his capacity as Deputy Sheriff therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 8<sup>th</sup> day of April, A.D. 2019.



Lashon K Butler  
Notary Public, State of Texas  
Commission Expires 08-20-2019

The State of Texas, }  
County of Dallas

I \_\_\_\_\_ County Clerk of said County, do hereby certify that the above instrument of writing, together with its Certificate of Authentication was filed for record in my office on the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2019, at \_\_\_\_\_ o'clock \_\_\_\_\_ M, and duly recorded the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2019, in Volume \_\_\_\_\_, Page \_\_\_\_\_ of the Records of Deeds, etc., of said County.

WITNESS MY HAND AND OFFICIAL SEAL This \_\_\_\_\_ of \_\_\_\_\_ A.D.2019.

\_\_\_\_\_  
County Clerk Dallas County, Texas.

By \_\_\_\_\_  
Deputy

Send This Deed To: City of Lancaster  
P.O. Box 940  
Lancaster, Texas 75146

Filed and Recorded  
Official Public Records  
John F. Warren, County Clerk  
Dallas County, TEXAS  
05/01/2019 10:43:06 AM  
\$30.00  
201900109574

[Signature]



Sheriff's Deed  
030618-47  
Deed

The State of Texas, } **KNOW ALL MEN BY THESE PRESENTS:**  
County of Dallas.

NOTICE OF CONFIDENTIALITY RIGHTS: "IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER."

THAT, WHEREAS, By virtue of a certain Order of Sale, issued out of the Honorable 134<sup>th</sup> Judicial District Court, Dallas County, State of Texas, on 11<sup>th</sup> day of January, A. D. 2018 in and for Dallas County, Styled DALLAS COUNTY, ET AL, Plaintiff -versus-C.D. HORN, ET AL, Case No. TX-12-31906, (Tract 2), (Judgment Date Prior To Judgment Nunc Pro Tunc, Is March 4, 2014). On a certain judgment and Decree of Foreclosure rendered on the 4<sup>th</sup> day of March, 2014 and 15<sup>th</sup> day of May, 2015, by said Court and directed and delivered to me as Sheriff of Dallas County, Texas, commanding me to seize and sell the real property described in said Order of Sale, I, **Marian Brown, Sheriff**, aforesaid, did upon the 18<sup>th</sup> day of January, A.D.,2018, execute said property described in said Order of Sale, by having notice of the time and place of such sale published in the English language, once a week for three consecutive weeks, preceding such sale, in the **DAILY COMMERCIAL RECORD** a newspaper published in said County, the first of said publications appearing not less than twenty days immediately preceding the day of said sale, and by MAILING a written notice of such sale C.D. Horn; Old West Capital (In Rem Only), Defendant(s) and on the 1st Tuesday in March, A.D. 2018 it being the 6<sup>th</sup> day of the month, within the hours prescribed by law,(10:00 A.M.) sold said real property at public auction in the County of Dallas at the Courthouse door thereof, at which sale the real property herein after described was struck off to City of Lancaster on its behalf and Trustee for Dallas County, Lancaster ISD, for the sum of \$40,140.00 Dollars as there were no bids taken on that property therefore.

**NOW, THEREFORE**, in consideration of the premises aforesaid and of the payment to me of the said sum of \$40,140.00 Dollars, the receipt of which is hereby acknowledged, I, **Marian Brown, Sheriff** as aforesaid, have SOLD and CONVEYED, and by these presents do SELL and CONVEY unto the said City of Lancaster on its behalf and Trustee for Dallas County, Lancaster ISD, all of the estate, right, title and interest which the said **Defendant** had on the 4<sup>th</sup> day of March, A.D.2014 or at any time afterwards, in and to the following described real property, same being also described in the said **Order of Sale**, all that certain lot, tract or parcel of land, lying in being situated in Dallas County, TX and being more particularly described as follows:

PROPERTY ADDRESS: 800 TRUMAN CIR., LANCASTER, DALLAS COUNTY, TEXAS. TRACT 2 ACCT. NO. 65044947610060100; PART OF TRACT 6-A, 2.232 ACRES OUT OF THE ARTHUR ELDRIDGE SURVEY, ABSTRACT NO. 449 SITUATED IN THE CITY OF LANCASTER, DALLAS COUNTY, TEXAS AS SHOWN BY DEED RECORDED IN VOLUME 79129 PAGE 1578 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS AND MORE COMMONLY ADDRESSED AS 800 TRUMAN CIRCLE, LANCASTER, DALLAS COUNTY, TEXAS.

TO HAVE AND TO HOLD The above described premises, together with all and singular, the rights and Appurtenances thereto in anywise belonging, unto the said City of Lancaster heirs and assigns, forever as fully and as absolutely as I, a Sheriff aforesaid, can convey by virtue of said Order of Sale.

IN TESTIMONY WHEREOF, I have hereunto set my hand, this 3<sup>rd</sup> day of January, A.D. 2019.

MARIAN BROWN, SHERIFF,  
DALLAS, COUNTY, TEXAS

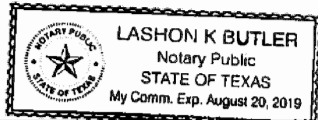
by B. House 517

Deputy Tim Davis #276, Deputy B. House #517

The State of Texas,  
County of Dallas

BEFORE ME, LASHON K. BUTLER, A Notary Public on this day personally appeared Deputy Tim Davis, #276, Deputy B. House #517 Deputy Sheriff of Dallas County, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledge to me that he executed the same for the purpose and consideration therein expressed, and in his capacity as Deputy Sheriff therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 3<sup>rd</sup> day of January, A.D. 2019.



Lashon K. Butler  
Notary Public, State of Texas  
Commission Expires 08-20-2019

The State of Texas,  
County of Dallas

I \_\_\_\_\_ County Clerk of said County, do hereby certify that the above instrument of writing, together with its Certificate of Authentication was filed for record in my office on the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2019, at \_\_\_\_\_ o'clock \_\_\_\_\_ M, and duly recorded the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2019, in Volume \_\_\_\_\_, Page \_\_\_\_\_ of the Records of Deeds, etc., of said County.



WITNESS MY HAND AND OFFICIAL SEAL This \_\_\_\_\_ of \_\_\_\_\_ A.D. 2019.

\_\_\_\_\_  
County Clerk Dallas County, Texas.

By \_\_\_\_\_  
Deputy

Send This Deed To: City of Lancaster

Filed and Recorded  
Official Public Records  
John F. Warren, County Clerk  
Dallas County, TEXAS  
01/17/2019 08:52:22 AM  
\$30.00  
201900014988

89  
 

F. Consider the approval of the Aruba COVID-19 Pandemic Response Grant in the amount of \$22,379.00 - CDC(LEGAL and LOCAL)-(G1,G2)

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# Lancaster ISD Board Agenda

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**Meeting Type:** Regular

**Meeting Date:** 8/13/2020

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**Category:** Adoption of Consent Agenda Item

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**Item Name:** Consider the approval of the Aruba COVID-19 Pandemic Response Grant in the amount of \$22,379.00 - CDC(LEGAL and LOCAL)-(G1,G2)

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**Related Goals (District and/or Strategic): Goal 2:** Improve Student Performance and continuous technology maintenance and support

---

**Currently Budgeted?**  Yes  No  No Budgetary Impact  
(If Yes, description provided under Fiscal Implications.)

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**Attachments:**  Yes, Invoices and Quotes are attached  No-

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**Primary Contact Person:** Sonya Butler

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**Presenter and District Contact:** Sonya Butler

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**Explanation** Consider the approval of the Aruba COVID-19 Pandemic Response Grant in the amount of \$22,379.00 - CDC(LEGAL and LOCAL)-(G1,G2)

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**Intended Audience:** LISD School Board Members

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**Impact or Expected Outcome:** Additional student provision of external WIFI connectivity.

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**Recommendation:**

Consider the approval of the Aruba COVID-19 Pandemic Response Grant in the amount of \$22,379.00 - CDC(LEGAL and LOCAL)-(G1,G2)

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**Fiscal Implications and Funding Source:** No cost to the district

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**Frequency Monitored:** N/A

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**Projected Start Date:** Upon Approval

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# Aruba COVID-19 Pandemic Response Program



Our district has been chosen to be recipients of the Aruba grant for wireless and receive hardware and service donations for The Aruba COVID-19 Pandemic Response Program.

The Aruba COVID-19 Pandemic Response program (“Program”), Hewlett Packard Enterprise Company or its affiliates (“HPE”) are donating, at no cost to the Recipient, secure Aruba Education connectivity kits to support qualified education organizations in quickly meeting networking needs for students during the COVID-19 crisis.

This will allow our school district to provide exterior Wi-Fi capability for our students.

As recipients we would receive 2 bundled packages of the following for free. The package contains 3 Access Points (APs) which provide the signal coverage range of 100 yards each.



**Aruba Education Connectivity Kit #2**  
**Part Number**

Part Number	Description	Quantity	Unit Price (USD)	Total (USD)
JL258A HQ1M6E	Aruba 2930F 8G PoE+ 2SFP+ Switch Aruba 6 Months 24x7 Technical Support	2	\$1,680.00	\$ 3,360.00
J4858D	2930F 8G 4SFP POE Service Aruba 1G SFP LC SX 500m MMF Transceiver	2	\$ 47.00	\$ 94.00
JX966A or JX967A H4XN9E	Aruba AP-365 Outdoor AP NBD Exchange Foundation Care for 6 months for AP-365	3	\$1,360.00	\$ 4,080.00
JW053A*	AP-270-MNT-V2 AP-270 Series Outdoor Pole/Wall Short Mount Kit	3	\$ 135.00	\$ 405.00
JW055A^	AP-270-MNT-H2 270 Series Mt Kit	3	\$ 65.00	\$ 195.00
Q9X65A or Q9X66A or Q9X67A JW471AAE	Aruba UXI Sensor Aruba LIC-ENT Enterprise (LIC-AP LIC-PEF LIC-RFP and LIC-AW) License Bundle E-LTU	1	\$790.00	\$ 790.00
	5		\$300.00	\$1,500.00

Total: \$11,189.50

The total value of donation is **\$22,379.00**



EXHIBIT 1

# EDUCATION CONNECTIVITY BUNDLE

SKUs, parts, pricing and quantities are subject to change based on availability and market fluctuation. Any substitution will be based on a functionally equivalent offering. Recipient may receive two Aruba Education Connectivity Kit #1 or two Aruba Education Connectivity Kit #2 or a combination thereof based on their needs and existing IT systems. Exact Product information will be included on the packing slip. Prices listed estimate the value of the donation and will not be charged to the recipient.

## Aruba Education Connectivity Kit #1

Part Number	Description	Quantity	Unit Price (USD)	Total (USD)
JX966A or JX967A	Aruba AP-365 Outdoor AP	1	\$1,360.00	\$1,360.00
H4XN9E	NBD Exchange Foundation Care for 6 months for AP-365	1	\$28.50	\$28.50
JW053A*	AP-270-MNT-V2 AP-270 Series Outdoor Pole/Wall Short Mount Kit	1	\$135.00	\$135.00
JW055A^	AP-270-MNT-H2 270 Series Mt Kit	1	\$65.00	\$65.00
Q9X65A or Q9X66A or Q9X67A	Aruba UXI Sensor	1	\$790.00	\$790.00
JW471AAE	Aruba LIC-ENT Enterprise (LIC-AP LIC-PEF LIC-RFP and LIC-AW) License Bundle E-LTU	1	\$300.00	\$300.00
			Total:	\$2,678.50

\*Note- If JW053A is unavailable at time of shipment, JW052A can be substituted

^Note- If JW055A is unavailable at time of shipment, JW054A can be substituted



a Hewlett Packard  
Enterprise company

[www.arubanetworks.com](http://www.arubanetworks.com)

3333 Scott Blvd. | Santa Clara, CA 95054  
1.844.472.2782 | T: 1.408.227.4500 | FAX: 1.408.227.4550 | [info@arubanetworks.com](mailto:info@arubanetworks.com)

Aruba Education Connectivity Kit #2

Part Number	Description	Quantity	Unit Price (USD)	Total (USD)
JL258A	Aruba 2930F 8G PoE+ 2SFP+ Switch	2	\$1,680.00	\$3,360.00
HQ1M6E	Aruba 6 Months 24x7 Technical Support 2930F 8G 4SFP POE Service	2	\$47.00	\$94.00
J4858D	Aruba 1G SFP LC SX 500m MMF Transceiver	2	\$340.00	\$680.00
JX966A or JX967A	Aruba AP-365 Outdoor AP	3	\$1,360.00	\$4,080.00
H4XN9E	NBD Exchange Foundation Care for 6 months for AP-365	3	\$28.50	\$85.50
JW053A*	AP-270-MNT-V2 AP-270 Series Outdoor Pole/Wall Short Mount Kit	3	\$135.00	\$405.00
JW055A^	AP-270-MNT-H2 270 Series Mt Kit	3	\$65.00	\$195.00
Q9X65A or Q9X66A or Q9X67A	Aruba UXI Sensor	1	\$790.00	\$790.00
JW471AAE	Aruba LIC-ENT Enterprise (LIC-AP LIC-PEF LIC-RFP and LIC-AW) License Bundle E-LTU	5	\$300.00	\$1,500.00
			Total:	\$11,189.50

\*Note- If JW053A is unavailable at time of shipment, JW052A can be substituted

^Note- If JW055A is unavailable at time of shipment, JW054A can be substituted



a Hewlett Packard  
Enterprise company

[www.arubanetworks.com](http://www.arubanetworks.com)

3333 Scott Blvd. | Santa Clara, CA 95054  
1.844.472.2782 | T: 1.408.227.4500 | FAX: 1.408.227.4550 | [info@arubanetworks.com](mailto:info@arubanetworks.com)

G. Consider the approval of the Purchase of the Istation Reading and Math Program -  
CH(LLEGAL)-(G1,G2)

99



# Lancaster ISD Board Agenda

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**Meeting Type:** Regular

**Meeting Date:** 8/13/2019

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**Category:** Consent Agenda

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**Item Name:** Istation Software Renewal

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**Related Goals (District and/or Strategic):** Goal 1: Improve Student Performance

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**Currently Budgeted?**  Yes  No  No Budgetary Impact  
(If Yes, description provided under Fiscal Implications.)

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**Attachments:**  Yes  No

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**Primary Contact Person:** Shemeka Millner-Williams

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**Presenter and District Contact:** Shemeka Millner-Williams

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**Explanation:** Request renewal of Istation Reading/Math Diagnostic/Intervention Software

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**Intended Audience:**  
Stakeholders            LISD School Board

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**Impact or Expected Outcome:** Continued improvement in student achievement and ongoing progress monitoring of student learning in grade levels PK-6

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**Recommendation:** N/A

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**Fiscal Implications and Funding Source:** 199

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**Frequency Monitored:** Ongoing

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**Projected Start Date:** September 2020

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**Projected Completion Date: August 31, 2020**

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**Every Student Deserves to Feel Powerful!**

*Discover hidden strengths with dynamic intervention and instruction.*

Quote Q-16883-2

Prepared For:

Lancaster Independent School District  
422 S Centre Ave  
Lancaster, TX  
75146-3829

Your Istation Partner:

Robin Hollingsworth  
Renewal Specialist  
rhollingsworth@istation.com  
(866) 883 - 7323



BBB Rating: A+



8150 North Central Expressway, Suite 2000  
 Dallas, TX 75206  
 Phone: 1-866-883-READ (7323)  
 Email: orders@istation.com

**Quote:** Q-16883-2  
**Prepared For:** Lancaster Independent School District  
**Expires On:** 9/18/2020

**DISCLAIMER:** Pricing is as quoted and subject to change with any edits to bundle configurations, enrollment updates, or other revisions.

Istation Reading and Math Bundle

QTY	PRODUCT	Start Date	Months	End Date	CAMPUS	LIST PRICE	SALE PRICE	
1	Istation Reading and Math Bundle	9/1/2020	12		Pleasant Run Elementary	\$16,175.00	\$12,940.00	
1	Istation Reading and Math Bundle	9/1/2020	12		West Main Elementary	\$16,175.00	\$12,940.00	
1	Istation Reading and Math Bundle	9/1/2020	12		Belt Line Elementary	\$16,175.00	\$12,940.00	
1	Istation Reading and Math Bundle	9/1/2020	12		Rosa Parks/Millbrook Elementary	\$13,395.00	\$10,716.00	
1	Istation Reading and Math Bundle	9/1/2020	12		Rolling Hills Elementary	\$13,395.00	\$10,716.00	
<b>Istation Reading and Math Bundle TOTAL:</b>								\$60,252.00

Istation Reading, Spanish, and Math Bundle

QTY	PRODUCT	Start Date	Months	End Date	CAMPUS	LIST PRICE	SALE PRICE	
1	Istation Reading, Spanish, and Math Bundle	9/1/2020	12		Houston Elementary School	\$24,010.00	\$19,208.00	
<b>Istation Reading, Spanish, and Math Bundle TOTAL:</b>								\$19,208.00

<b>SUBTOTAL:</b>	\$99,325.00
<b>DISCOUNT:</b>	(\$19,865.00)
<b>TAX (if applicable):</b>	
<b>CUSTOMER TOTAL:</b>	\$79,460.00



8150 North Central Expressway, Suite 2000  
 Dallas, TX 75206  
 Phone: 1-866-883-READ (7323)  
 Email: orders@istation.com

**Quote:** Q-16883-2  
**Prepared For:** Lancaster Independent School District  
**Expires On:** 9/18/2020

**DISCLAIMER:** Pricing is as quoted and subject to change with any edits to bundle configurations, enrollment updates, or other revisions.

Additional Options (to be paid in full):

<b>Choose 1, 2, or 3 year Subscription</b>						
		<u>1 YEAR SUBSCRIPTION</u>		<u>2 YEAR SUBSCRIPTION</u>		<u>3 YEAR SUBSCRIPTION</u>
Additional Discount Amount:		<i>Quoted Price</i>		(\$7,946.00)		(\$23,838.00)
% Discount:		<i>Quoted Price</i>		5%		10%
Your Total Cost:		\$79,460.00		\$150,974.00		\$214,542.00

Subscription Start Date: 9/1/2020      Subscription Term: 12      Subscription End Date:

Please email or fax the following items to 214-291-5534 or [orders@istation.com](mailto:orders@istation.com). Failure to provide the below will cause a delay in processing your order.

- Signed Purchase Order that includes the quote number
- Signature page of this Quote (choose subscription length)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their respective authorized representatives whose signatures appear below.

**Istation**

**Lancaster Independent School District**

Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Dated: \_\_\_\_\_

Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Dated: \_\_\_\_\_  
 PO # (if available): \_\_\_\_\_

To ensure timely fulfillment, please provide the requested contact information below:

**Primary Implementation Contact**

**Accounts Payable / Billing Contact**

Name: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Phone: \_\_\_\_\_

Name: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Phone: \_\_\_\_\_

**District Technology Contact**

**District Data Contact**

Name: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Phone: \_\_\_\_\_

Name: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Phone: \_\_\_\_\_



8150 North Central Expressway, Suite 2000  
Dallas, TX 75206  
Phone: 1-866-883-READ (7323)  
Email: orders@istation.com

**Quote:** Q-16883-2  
**Prepared For:** Lancaster Independent School District  
**Expires On:** 9/18/2020

## **TERMS OF USE:**

The following Terms of Use and Service (these "Terms") are important. Please read carefully.

Istation provides customers with a variety of resources, including, but not limited to, (i) one or more of Istation's interactive educational-based applications (collectively the "**Licensed Applications**"), (ii) Istation's Internet Web site (the "**Web Site**"), currently located at [www.istation.com](http://www.istation.com), (iii) account information regarding the Licensed Applications and the Web Site, (iv) materials and documentation (including, but not limited to, preprinted forms, form letters, resource materials, lesson plans, books, images of Istation characters, and so-called "Black Line Masters" coloring-book style pictures) available from the Web Site (collectively the "**Downloadable Materials**"), (v) reports, calculated results, scoring, graphs and any other materials derived from Istation's algorithmic software features (collectively the "Scoring and Reporting Resources"), (vi) Processed Data, as defined hereinafter, and (vii) news and information about Istation, the Licensed Applications, and the Web Site. Any and all of the foregoing resources (including, but not limited to, the Licensed Applications, the Web Site, and the Downloadable Materials), together with any other resources made available by Istation, are collectively the "**Resources**".

For purposes of these Terms, references to "**You**" or "**Your**" mean (i) you in your individual capacity, (ii) your company ("**Your Company**"), which may be a school or school district, and (iii) authorized users of Your Company, who are students, employees, representatives, and agents of Your Company that are registered with Istation and that have a valid security identification and password to access and use the Resources (collectively the "**Authorized Users**").

Each of the Resources is provided to You conditioned on Your acceptance, without modification, of these Terms, which constitute a legally binding agreement between Istation and You. YOUR ACCESS OR USE OF ANY RESOURCE CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE TERMS FOR ALL RESOURCES. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE ANY RESOURCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THESE TERMS SHALL BE BINDING ON YOU UPON THE EARLIER TO OCCUR OF (i) YOUR EXECUTION OF THESE TERMS, (ii) THE DATE THAT YOU DOWNLOAD ANY LICENSED APPLICATION OR DOWNLOADABLE MATERIAL FROM Istation, (iii) THE DATE OF DELIVERY OF ANY LICENSED APPLICATION OR DOWNLOADABLE MATERIAL BY Istation TO YOU, AND (iv) THE DATE ON WHICH YOU ACCESS OR USE ANY OF THE RESOURCES THROUGH THE WEB SITE.

1. **Changes to Terms.** Istation may, from time to time and at Istation's sole discretion, modify these Terms without individual notice to You. So long as the Web Site remains operational, the current version of these Terms will be posted on the Web Site, which You can review by clicking on the "Terms of Use" link located on the Web Site. The modified Terms will be effective immediately upon posting on the Web Site. You agree to the new posted Terms by continuing Your use of the Resources. You agree to review the Terms periodically on the Web Site. If You do not agree with the modified Terms posted on the Web Site, Your only remedy is to discontinue using the Resources.
2. **Privacy Statement.** Istation's Privacy Statement (the "**Privacy Statement**") is incorporated into, and made a part of, these Terms. The Privacy Statement relates to Istation's collection and use of Your personal information. You consent to the terms and conditions of the Privacy Statement.
3. **Subscription.**
  1. Most (if not all) of the Resources require You to purchase a subscription from Istation before You may use or access them (a "**Subscription**"). You may purchase a Subscription to one or more Resources (the "**Purchased Resources**") by paying the then-current subscription fee to Istation (the "**Subscription Fee**") for such Purchased Resources, as such Subscription Fee is determined by Istation. Each Subscription Fee shall cover a specified period of time for the Purchased Resources (the "**Subscription Period**"). Upon expiration of the Subscription Period for a Purchased Resource, Your access and use of the Purchased Resources shall expire, and You shall no longer be entitled to access or use such Purchased Resources, unless You renew Your Subscription to such Purchased Resources by paying the then-current Subscription Fee for such Purchased Resources. Any Professional Development purchases including Onsite Training, Webinars, and Implementation services must also be used within the current Subscription Period and may not be rolled over into later Subscription Periods. Istation may, from time to time and at Istation's sole discretion, modify the Subscription Fees for any and all Resources without individual notice to You.
  2. In the event You purchase a Subscription to a Purchased Resource, You will be required to register (the "**Registration**") and obtain a user account (a "**User Account**") for each Authorized User's access to, and use of, such Purchased Resource provided, however, that each Purchased Resource may, as determined by Istation, (i) be limited to a maximum number of Authorized Users (such as students) and (ii) have other restrictions applicable to such Purchased Resource. During Registration for each and every Purchased Resource, You agree to submit accurate, current, and complete information about You (including, but not limited to, Your Company and the Authorized Users) and promptly update such information. Should Istation suspect that any such Registration information is untrue, inaccurate, not current, or incomplete, Istation has the right to suspend or terminate use of any and all Resources and User Accounts. Upon Registration, each Authorized User will be assigned a personal, nontransferable password tied to a specific User Account. You are solely responsible for (i) any and all activities that occur under the User Accounts and (ii) ensuring that Authorized Users exit or log off from User Accounts at the end of each session of use. Users Accounts cannot be shared and may be used only by the Authorized User to whom the User Account is registered. User Accounts cannot be assigned to any third party vendors or other entities seeking to use the Purchased Resources for use in their products and/or for commercial use or monetary gain. You shall notify Istation immediately of any unauthorized use of the Authorized Users' passwords or the User Accounts or any other breach of security that is known or suspected by You. Where the number of Authorized Users for a Purchased Resource falls below the maximum number permitted under Your Subscription for such Purchased Resource, You may designate other students as replacement Authorized Users with respect to such Purchased Resource. You are responsible for Registration of all Authorized Users and all acts and omissions (whether authorized or unauthorized) of the Authorized Users.
4. **Intellectual Property.**
  1. Istation Intellectual Property. All Resources (including, but not limited to, the Licensed Applications, the Web Site, the Downloadable Materials, and the Scoring and Reporting Resources), and all materials displayed on, or contained within, the Resources (including, but not limited to, the Licensed Applications, the Web Site, and the Downloadable Materials, Scoring and Reporting Resources), such as the

design, “look and feel”, text, editorial materials, informational text, photographs, illustrations, artwork and other graphic materials, audio, video, names, logos, trademarks, and service marks of or on the Resources (collectively the “**Resource Materials**”), whether publicly posted or privately transmitted, as well as all derivative works of the Resources and the Resource Materials, are the exclusive property of, and exclusively owned by, Istation and Istation’s licensors and are protected by copyright, trademark, trade secret, and other intellectual property laws. The Istation name, designs, and related marks contained within the Resources and the Resource Materials are trademarks of Istation and Istation’s licensors. You do not acquire any ownership rights in or to the Resources or any Resource Materials through Your access to, or use of, the Resources, and You possess only those limited rights expressly granted to You in these Terms. Istation reserves all right, title, and interest in and to the Resources and the Resource Materials.

2. Your Data. As between You and Istation, You are and will remain the owner of all right, title, and interest in and to all of Your Data. For purposes of these Terms, “**Your Data**” means information, data, and other content that is collected, downloaded, or otherwise received, directly or indirectly from You or an Authorized User by or through the Purchased Resources. Notwithstanding the foregoing, Your Data shall not include any information, data and other content that incorporates or is otherwise derived from the processing of such information, data, and content by or through the Purchased Resources (the “**Processed Data**”).
5. **License.** Subject to compliance with the Subscription and Registration terms and conditions contained in Section 3 (Subscription), including, but not limited to, possessing a valid User Account and related password and restricting access and use to Authorized Users, Istation grants to You a personal, limited, nonexclusive, nontransferable, and revocable license to access and use the Purchased Resources and related Resource Materials, but only during the Subscription Period applicable to each such Purchased Resource, solely for Your educational purposes and subject to these Terms.

6. **Restrictions.**

1. Any copies that You make of the Resources or the Resource Materials must retain all proprietary, copyright, trademark, or service mark legends and other notices.
2. Access and use of the Resources and the Resource Materials is permitted only as expressly provided in these Terms.
3. You may not (i) upload, post, publish, transmit, distribute, disseminate, display, perform, disclose, rent, lease, modify, loan, broadcast, or circulate any Resource or any Resource Material, (ii) operate or make available any Resources or any Resource Material in a service bureau, time-sharing, or other managed services environment, (iii) participate in the transfer, sublicense, assignment, or sale of any Resource or any Resource Material, (iv) access or use any Resource or Resource Material for purposes of competitive analysis of the Resource, Resource Materials, or Purchased Resources, or use or provide third-party access to Your Data or Processed Data, either directly or indirectly, for the development, provision, advertising, marketing, or use of a competing software service or product or any other purpose that is to the Istation’s detriment or commercial disadvantage, or (v) modify or create any derivative work of any Resource or any Resource Material or in any way exploit any Resource or any Resource Material provided, however, that You may download and use the Downloadable Materials in furtherance of Your education of the Authorized Users who are students, subject to any instructions or limitations provided with, or as part of, such Downloadable Materials.
4. You may not use any of the trademarks of Istation, or Istation’s licensors, suppliers, or service providers, contained in any Resource or any Resource Material. No portion of the Resources or the Resource Materials may be stored in a computer except for educational and noncommercial use.
5. You may not copy the Resource or the Resource Materials provided, however, that You may copy the Downloadable Materials in furtherance of Your education of the Authorized Users who are students, subject to any instructions or limitations provided with, or as part of, such Downloadable Materials.
6. You may not disassemble, decompile, or reverse engineer any Resource or any Resource Material or otherwise attempt to determine the makeup or source code of any Resource.
7. You may not upload any data, including any and all of Your Data, to, or otherwise access or use, any Resource or Resource Material in any manner that would materially impact the operation of such Resource or Resource Material.
8. You may not allow access to, disclose or otherwise provide Processed Data to any third-party except for use in connection with and for the benefit of Your internal business purposes i.e. research. In no manner shall you allow or assign access to any of the Purchased Resources or Resource Materials, including but not limited to, the Reporting and Scoring Resources or Processed Data, for any third party vendors entities or other persons seeking to use for their own products or services, for commercial use or monetary gain, or otherwise.
9. Any deviations from any of these Terms require prior written consent from Istation.

7. **Conduct.**

1. You agree not to (or permit anyone else to) (i) upload, transmit, post, e-mail, or otherwise make available through the Resources any content or other material in any format that (a) is illegal, false, inaccurate, unlawful, harmful, hateful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, profane, offensive, pornographic, invasive of another's privacy, libelous, or otherwise objectionable or inappropriate or (b) contains any viruses, worms, Trojan horses, corrupted files, or any other similar software or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; (ii) alter, remove, or falsify any attributions or other proprietary designations of origin or source of any other content appearing in or on the Resources or the Resource Materials; (iii) take any action that imposes an unreasonable or disproportionately large load on Istation’s infrastructure; (iv) use any automated means to download data from any of the Resources’ databases or engage in any data gathering, mining, harvesting, or extraction methods from any Resource for any purpose; (v) impersonate another person or entity or use any fake name or identity; (vi) allow any other person or entity to use Your identification or User Account for any purpose; or (vii) violate any applicable law, rule, regulation, or right, including, but not limited to, intellectual property and privacy rights. The use of any device, software, or routine that interferes or attempts to interfere with the proper working of any Resource is expressly prohibited.
2. By posting, uploading, inputting, providing, or submitting information, data (including, but not limited to, Your Data, student data or student information, such as personally identifiable information about students and writings prepared by students), or materials to or through any Resource (including, but not limited to, through the Web Site) (collectively the “**Submissions**”), You are granting Istation, Istation’s affiliated companies, and necessary sublicensees, subject to the Privacy Statement, irrevocable permission to use in perpetuity, without compensation and without restriction (including, but not limited to, a worldwide, transferable, perpetual, royalty-free, fully paid-up license), Your Submissions, including, but not limited to, the rights to copy, distribute, transmit, publish, publicly display, use, publicly perform, reproduce, edit, translate, reformat, modify, and prepare derivative works of Your Submissions. No compensation will be paid with respect to the use of Your Submissions. Istation is under no obligation to post or use any Submission You may provide. By posting, uploading, inputting, providing, or submitting Your Submissions, You represent and warrant that (i) You own or otherwise control all of the rights to Your Submissions as described in these Terms, (ii) such Submissions comply with these Terms, including Section 7(a) of these Terms, (iii) You have all necessary right and authority (including, but not limited to, all third-party consents) to post, upload, input, provide, and submit the Submissions, and (iv) with respect to Submissions of personal information of a child under 13 years of age, You have requested and received parental consent of such Submissions in compliance with, and such Submissions otherwise in compliance with, the Children’s Online Privacy Protection Act of 1998 (“**COPPA**”) and COPPA’s rules and regulations.

8. **Security.**

1. Istation will take commercially reasonable precautions to secure the Web Site against (i) unauthorized access by third parties and by unauthorized Istation employees, (ii) damage, disruption, and other activity aimed at Resource availability, and (iii) trespass or illegal actions. Istation reserves the right to temporarily deny and cancel access privileges for anyone suspected of attempting to work outside parameters that threaten the security of the Resource, the Resource Materials, Your Submissions (including, but not limited to, data submitted by You), or Istation's providing the Resources.
2. NOTWITHSTANDING SECTION 8a, YOU ACCEPT SOLE RESPONSIBILITY FOR THE ACCURACY, ADEQUACY, AND LEGALITY OF, AND LIABILITIES ASSOCIATED WITH, YOUR SUBMISSIONS (INCLUDING, BUT NOT LIMITED TO, DATA SUBMITTED BY YOU AND WRITINGS PREPARED BY STUDENTS) AND FOR ALL RESULTS OBTAINED THEREFROM. You are liable for any and all expenses, losses, damage to the reputation of Istation, and damages to the Resources, the Resource Materials, or components thereof arising out of, or caused by, the negligent or willful misconduct of You or Your agents. Istation assumes no liability for any damages You may suffer as a result of interception, alteration, or misuse of any information transmitted over the Internet.

1. **No Control over Submissions.**

1. Istation has no obligation to monitor the Submissions, Your use of the Resources, or any other aspect of the Web Site. However, Istation reserves the right to review the Submissions and any other materials posted to the Web Site and to edit, refuse to post, and remove any Submission or such other materials in Istation's sole discretion (regardless of the reason). Additionally, Istation has the right to implement, in Istation's sole discretion, bad word filters or other filters designed to disable offensive or inappropriate language in connection with use of the Resources (but in no event is Istation required to implement any such filters). Istation assumes no liability relating to Istation's monitoring, editing, or removal acts or omissions. Istation does not guarantee the accuracy, integrity, or quality of any Submissions or other user content or that the Web Site will be entirely free of Illegal, false, inaccurate, unlawful, harmful, hateful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, profane, offensive, pornographic, invasive of another's privacy, libelous, or otherwise objectionable or inappropriate material or that users of the Web Site will not encounter inappropriate or illegal conduct from others.
2. Istation HAS NO CONTROL OVER YOUR SUBMISSIONS AND IS NOT RESPONSIBLE FOR ANY SUBMISSIONS (SUCH AS STUDENT DATA OR WRITINGS PREPARED BY STUDENTS), INCLUDING, BUT NOT LIMITED TO, SUBMISSIONS THAT (i) ARE DISCOVERED TO BE INACCURATE OR MISSING, (ii) ARE CORRUPTED DUE TO TECHNOLOGICAL OR OTHER CAUSES BEYOND THE REASONABLE CONTROL OF Istation, AND (iii) CONTAIN OFFENSIVE OR INAPPROPRIATE LANGUAGE OR THREATS OR ACTS OF VIOLENCE.
3. Istation reserves the right to take archiving and other measures that Istation deems necessary in order to ensure high-quality server performance and maintenance of Istation's servers.

2. **Indemnification.** To the extent allowed by law, You shall indemnify, defend, and hold harmless Istation, Istation's affiliates, and Istation's and Istation's affiliates' respective shareholders, members, partners, directors, managers, officers, employees, contractors, agents, information providers, suppliers, and attorneys (collectively the "Affiliated Group") from any and all liabilities, losses, claims, and expenses, including, but not limited to, all legal fees and costs (including, but not limited to, reasonable attorney fees), resulting from, arising from, or relating to (i) Your failure to comply with these Terms, (ii) Your access to, or use of, the Resources and the Resource Materials (including, but not limited to, compliance with applicable laws in connection with such access or use), (iii) output generated by Your access to, or use of, the Resources and the Resource Materials, (iv) the Submissions, including, but not limited to, writings prepared by students, and Your failure to have all rights and authority necessary (including, but not limited to, third-party consents) to submit the Submissions to Istation, (v) Your failure to comply with COPPA or COPPA's rules and regulations (including, but not limited to, Your failure to obtain parental consent of Submissions of personal information of a child under 13 years of age), or (vi) the unauthorized use, handling, or release of data relating to Your access to, or use of, the Resources or the Resource Materials. Istation has no duty to reimburse, defend, indemnify, or hold harmless You resulting from, arising out of, or relating to these Terms, the Resources, or the Resource Materials.

3. **Confidentiality.** Each party hereto shall hold in trust for the other party hereto and shall not disclose to any non-party to these Terms, any Confidential Information of the other party. Confidential Information is information which relates to the party's research, development, trade secrets business affairs, customer lists, any and all pricing terms of or relating to the Purchased Resources, or anything that could reasonably be considered confidential, provided that, Confidential Information shall not include information that: (a) at the time of disclosure is, or thereafter becomes, generally available to and known by the public other than as a result of, directly or indirectly, any violation of these Terms by the recipient or any of its representatives; (b) at the time of disclosure is, or thereafter becomes, available to the recipient on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information to the recipient by a contractual obligation to the disclosing party; (c) was known by or in the possession of the recipient or its representatives, as established by documentary evidence, before being disclosed by or on behalf of the disclosing party under these Terms; or (d) was or is independently developed by the recipient, as established by documentary evidence, without reference to or use of, in whole or in part, any of the disclosing party's Confidential Information.

4. **Termination.** Istation reserves the right to modify, suspend, or discontinue all or any portion of the Resources at any time, without notice,

1. if Istation finds that You (including, but not limited to, Your Company or any Authorized User)
  - (a) have violated these Terms or accessed or used the Resources or Resource Materials beyond the scope of the rights granted for a purpose not authorized under these Terms or any manner that does not comply with any instruction or requirement of the Resources
  - (b) have been, or are likely to be involved in any fraudulent, misleading, or unlawful activities;
2. Istation receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Istation to do so; or
3. Upon termination, You (including, but not limited to, Your Company and the Authorized Users) shall be prohibited from accessing or using the Resources or the Resource Materials. Immediately upon termination of these Terms for any reason, the license granted to You under these Terms and all rights with respect to such license revert in their entirety to Istation. Termination or expiration of these Terms will have no effect on Istation's rights or obligations under the following Sections of these Terms: Sections 4, 6, 7, 8(b), 9, 10, 11, 14, and 15-18.

5. **No Endorsement of Third-Party Sites.**

1. The Web Site may reference or contain links to third-party Web sites, resources, and advertisers (collectively "Third-Party Sites"). Your linking to such Third-Party Sites is at Your own risk. Istation is not responsible for the accuracy or reliability of any content, data, opinions, advice, statements, or other information on the Third-Party Sites. Istation also is not responsible for the availability of these Third-Party Sites, nor is Istation responsible for the aesthetics, appeal, suitability to taste, or subjective quality of informational content, advertising, products, or other materials made available on or through such Third-Party Sites. No endorsement of any third-party content, information,

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2. You may not create an Internet "link" to the Web Site or "frame" or "mirror" any Resource Materials without Istation's prior written permission for each such instance. Additionally, the Web Site may contain links to other pages within the Web Site that are "dead" or that no longer work. Please report any such dead links that You encounter.

**6. Disclaimer.**

1. In purchasing a Subscription to a Purchased Resource, You are being granted access to an interactive Resource for individualized instruction. Given the nature of the Resources, there are many factors outside the reasonable control of Istation that may affect the access to, and use of, the Resources and the Resource Materials, including, but not limited to, failures or difficulties with the Internet or data provided by You. You remain solely responsible for acting or deciding not to act on the results of data input into the Resources and the handling of such results. In providing the Resources, Istation shall not be responsible for loss of data associated with the failure of Your equipment, software, or any information service provider.
2. YOU EXPRESSLY AGREE THAT USE OF THE RESOURCES AND THE RESOURCE MATERIALS (INCLUDING, BUT NOT LIMITED TO, ANY AND ALL FORMS AND FORM LETTERS MADE AVAILABLE BY Istation) IS AT YOUR SOLE RISK. THE RESOURCES AND THE RESOURCE MATERIALS MAY INCLUDE TECHNICAL OR OTHER INACCURACIES OR TYPOGRAPHICAL ERRORS, AND THE RESOURCES AND THE RESOURCE MATERIALS ARE PROVIDED TO YOU ON AN "AS IS," "WHERE IS," AND "WITH ALL FAULTS" BASIS, WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND. THE AFFILIATED GROUP MAKES NO REPRESENTATIONS AND DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES AND CONDITIONS OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, REPRESENTATIONS, WARRANTIES, OR CONDITIONS REGARDING ACCURACY, USEFULNESS, TIMELINESS, COMPLETENESS, NONINFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR ANY PARTICULAR PURPOSE, QUIET ENJOYMENT, OR THOSE ARISING BY LAW, STATUTE, USAGE OF TRADE, OR COURSE OF DEALING. THE AFFILIATED GROUP AND THE AFFILIATED GROUP'S LICENSORS, SERVICE PROVIDERS, AND SUPPLIERS ASSUME NO RESPONSIBILITY TO YOU OR TO ANY THIRD PARTY FOR THE CONSEQUENCES OF ANY ERRORS OR OMISSIONS OR LACK OF ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY RESOURCES OR RESOURCE MATERIALS. ISTATION RESERVES THE RIGHT, IN ISTATION'S SOLE DISCRETION, TO CORRECT ANY ERRORS OR OMISSIONS IN ANY PORTION OF THE RESOURCE OR THE RESOURCE MATERIALS. Istation MAY MAKE ANY OTHER CHANGES TO THE RESOURCES OR THE RESOURCE MATERIALS AT ANY TIME WITHOUT NOTICE.
3. ISTATION STRIVES TO KEEP THE RESOURCES AND RESOURCE MATERIALS ACCURATE, CURRENT, AND UP TO DATE. HOWEVER, Istation CANNOT GUARANTEE THAT ALL MATERIALS AND ALL RESOURCE MATERIALS (INCLUDING, BUT NOT LIMITED TO, FORMS AND FORM LETTERS) ARE COMPLETELY CURRENT OR STRICTLY COMPLY WITH ALL APPLICABLE LAW, INCLUDING, BUT NOT LIMITED TO, EDUCATIONAL INITIATIVES OR EDUCATIONAL TESTING REQUIREMENTS. THE LAW IS DIFFERENT FROM JURISDICTION TO JURISDICTION AND IS ALSO SUBJECT TO INTERPRETATION BY DIFFERENT COURTS AND OTHER GOVERNING BODIES. THE LAW IS A PERSONAL MATTER, AND NO GENERAL INFORMATION OR TOOLS LIKE THE RESOURCES OR THE RESOURCE MATERIALS CAN FIT EVERY CIRCUMSTANCE. FURTHERMORE, THE INFORMATION CONTAINED ON THE WEB SITE AND IN THE RESOURCES AND RESOURCE MATERIALS IS NOT LEGAL ADVICE AND IS NOT GUARANTEED TO BE CORRECT, COMPLETE, OR UP TO DATE. THEREFORE, IT IS RECOMMENDED THAT YOU SEEK INDEPENDENT LEGAL ADVICE REGARDING THE SUITABILITY OF THE RESOURCES AND THE RESOURCE MATERIALS.
4. Istation MAKES NO WARRANTY THAT (i) THE RESOURCES OR THE RESOURCE MATERIALS WILL MEET YOUR REQUIREMENTS, (ii) THE RESOURCES OR THE RESOURCE MATERIALS WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF RESOURCES OR RESOURCE MATERIALS WILL BE ACCURATE OR RELIABLE, OR (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIALS PURCHASED OR OBTAINED BY YOU AS PART OF THE RESOURCES OR RESOURCE MATERIALS WILL MEET YOUR EXPECTATIONS.

**7. Limitation of Liability and Damages.**

1. THE AFFILIATED GROUP SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHER LEGAL THEORY, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THOSE ARISING FROM (i) ANY PRODUCT OR RESOURCE MATERIALS AVAILABLE ON OR THROUGH THE RESOURCES, (ii) ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE UPON THE RESOURCES OR THE RESOURCE MATERIALS, (iii) LOSS OF USE, DATA, OR PROFITS, WHETHER RESULTING FROM THE USE OF, OR INABILITY TO USE, THE RESOURCES OR ANY RESOURCE MATERIALS, (iv) THE USE, THE RESULTS OF USE, OR THE INABILITY TO USE THE RESOURCES OR ANY RESOURCE MATERIALS, OR (v) ANY SUBMISSION (INCLUDING, BUT NOT LIMITED TO, WRITINGS PREPARED BY STUDENTS) EVEN IF THEY WERE CAUSED BY THE NEGLIGENCE OF THE AFFILIATED GROUP OR BY THE NEGLIGENCE OF THE AFFILIATED GROUP'S RESPECTIVE LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS, EVEN IF THE CUSTOMER OR OTHERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIM OCCURRING, AND EVEN IF THE REMEDIES PROVIDED IN THESE TERMS FAIL OF THEIR ESSENTIAL PURPOSE.
2. YOUR SOLE AND EXCLUSIVE REMEDY FOR A BREACH BY Istation OF THESE TERMS IS THE RECEIPT OF A PRO RATA REFUND OF THE SUBSCRIPTION FEES PAID BY YOU FOR THE APPLICABLE RESOURCE. Istation WILL NOT BE LIABLE FOR ANY AMOUNT, REGARDLESS OF THE BASIS OF THE CLAIM, EXCEEDING THE SUBSCRIPTION FEES ACTUALLY PAID BY YOU. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT EXPAND THESE LIMITS.
3. THE ABOVE LIMITATIONS AND EXCLUSIONS SHALL APPLY TO YOU TO THE FULLEST EXTENT THAT APPLICABLE LAW PERMITS, IN ALL ACTIONS OF ANY KIND, WHETHER BASED ON CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY.
4. IN NO EVENT MAY YOU BRING A CLAIM OR CAUSE OF ACTION AGAINST ANY MEMBER OF THE AFFILIATED GROUP MORE THAN TWO YEARS AFTER THE CLAIM OR CAUSE OF ACTION AROSE.

8. **Violations of Terms.** Istation reserves the right to seek all remedies available at law and in equity for violations of these Terms, including, but not limited to, the right to block or restrict access from a particular Internet address to the Web Site.
9. **Governing Law.** These Terms shall be governed by the laws of the state of Texas, without regard to Texas's choice of law rules. You agree that any action at law or in equity arising out of, or relating to, these Terms shall be filed only in the state and federal courts located in Dallas County, Texas, and You consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.
10. **Miscellaneous.**
  1. You agree to comply with all applicable laws, rules, regulations, orders, and ordinances of the United States of America and in any other state, county, or city with jurisdiction over You or Your activities under these Terms. If any provision of these Terms is held to be illegal, invalid, or unenforceable, then that provision shall be fully severable from these Terms and shall not affect the legality, validity, or enforceability of the remaining provisions of these Terms. Failure of Istation to enforce any of the terms or conditions of these Terms, unless waived in writing, shall not constitute a waiver of Istation's right to enforce each and every term and condition of these Terms. To the extent You have entered into any separate license agreement with Istation for access to, or use of, a Resource (the "Additional Terms"), such Additional Terms are incorporated into these Terms by reference. To the extent there is any conflict between these Terms and any Additional Terms, the Additional Terms shall control.
  2. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon, or relating to, these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish of Istation and You that these Terms of Use and all related documents be drawn up in English as spoken in the United States.
  3. You may not assign these Terms (or delegate Your rights, duties, or obligations under these Terms) without Istation's prior, express, and written consent.

## **PRIVACY STATEMENT:**

This Privacy Statement is incorporated in, and subject to, the Terms of Use and Service for Imagination Station, Inc. ("**Istation**"). Please refer to those terms for definitions of words with initial capitals letters that are not otherwise defined in this Privacy Statement. Istation encourages you to read this Privacy Statement carefully. For purposes of this Privacy Statement, references to "**You**" or "**Your**" mean (i) you in your individual capacity, (ii) your company, which may be a school or school district, and (iii) students, employees, representatives and agents of Your school or school district that are registered with Istation and that have a valid security identification and password to access and use the Resources (collectively the "**Authorized Users**").

As noted in the Terms of Use, Istation provides its customers with a range of educational resources, including, but not limited to, (i) Istation's interactive educational-based applications (collectively the "**Licensed Applications**"), (ii) Istation's Internet Web site (the "**Web Site**"), currently located at [www.istation.com](http://www.istation.com), (iii) account information regarding the Licensed Applications and the Web Site, (iv) materials and documentation (including, but not limited to, preprinted forms, form letters, resource materials, lesson plans, books, images of Istation characters, and so-called "Black Line Masters" coloring-book style pictures) available from the Web Site (collectively the "**Downloadable Materials**"), and (v) news and information about Istation, the Licensed Applications, and the Web Site. Any and all of the foregoing resources (including, but not limited to, the Licensed Applications, the Web Site, and the Downloadable Materials), together with any other resources made available by Istation, are collectively referred to as the "**Resources**".

### **What Personally Identifiable Information Is Collected by Istation?**

"**Personally Identifiable Information**" generally refers to any data that could potentially identify a specific individual. While You have access to the Resources, Istation may collect the following Personally Identifiable Information about You:

- Your first and last name
- **Teachers and administrators only** – Your contact information, such as email addresses, mailing addresses, and phone numbers
- Your school and school district
- Any identification numbers issued by Your school and/or Your school district to You, including teacher numbers, administrator numbers, and student numbers;
- Security information, such as usernames, passwords, and password hints;
- Browser information, such as browser version, IP address, and the presence of various plug-ins and tools;
- **Students only** – "Demographic Data," such as gender, race, special-education status, socio-economic status, and English language learner status, but only to the extent provided by Your school or Your school district;
- Resource-related responses submitted by You, including, but not limited to responses to interactive activities and assessments;
- Resource use behavior, such as pages visited, downloads, or searches requested; and
- Resource use results, but only to the extent that such results identify one or more (i) students, (ii) teachers, (iii) classrooms within an identified school, (iii) grades within an identified school or school district or (iv) schools (collectively "**Identifiable Use Results**"). Identifiable Use Results do not include Resource use results for school districts or for geographic regions that do not identify a specific school (such as Resource use results reported (i) on a county-wide basis, (ii) within a defined territory [whether officially or unofficially defined], such as North Texas, or (iii) within a metropolitan area, such as Dallas-Fort Worth).

Personally Identifiable Information does not include "De-identified Information," which is any data or information that cannot be traced back to an individual (except for Identifiable Use Results, as defined above). For example, a table listing the number of students in each grade at a specific school using a particular Resource would not be Personally Identifiable Information.

### **How Is Personally Identifiable Information Used and/or Disclosed?**

Istation does not sell Personally Identifiable Information to any affiliated entity of Istation or any third-party, nor does it use such information for any sort of behavioral advertising. However, Istation may use and disclose Personally Identifiable Information for a range of educational, compliance and quality assurance purposes.

Istation may use Personally Identifiable Information for the following purposes:

- To provide status reporting notices to teachers and administrators about the Resources (e.g. – an email prompting a teacher to log in to see his or her students' latest assessment results);
- To internally analyze data regarding the use of the Resources;
- To track students' usage of the Resources over time, including performance metrics collected over multiple school years;
- To send You (**teachers and administrators only**) updates, promotional/advertising materials, and newsletters related to the Resources and Istation's products and services or to otherwise market specific Istation services or offers to You. If You want to stop receiving promotional/advertising/marketing materials from Istation, You will have the option to unsubscribe;

- To respond to Your questions or comments; and
- To customize content within the Resources, to improve the Resources' content and functionality and to develop new products and updates.

Istation may disclose Personally Identifiable Information to the following individuals or entities under the following circumstances:

- To Istation's employees who need to access the Personally Identifiable Information to perform their jobs;
- To third parties, including contractors, vendors, and service providers, that assist with the production, implementation or servicing of the Resources, but only after receiving satisfactory assurances from each third-party that its data privacy and security protections are at least as stringent as those of Istation;
- To Authorized Users as determined by each school or school district at issue. Generally, but subject to determination by the school at issue or the school district at issue,
  1. a teacher may only see the Personally Identifiable Information of the students in the teacher's classroom,
  2. a principal may only see the Personally Identifiable Information of those students and teachers in the principal's school, and
  3. a school district-level administrator may only see the Personally Identifiable Information of those students and teachers in the administrator's school district;
- To third parties, and solely for educational purposes, when Istation has the consent of the school or school district at issue, including Identifiable Use Results that identify specific individual students if Istation has received a written acknowledgement from the school or school district that it has obtained the student's consent to such disclosure;
- When Istation believes that sharing Personally Identifiable Information is reasonably necessary in order to (i) protect or defend the legal rights, interests, property, safety, or security of Istation, its employees or contractors, or the public, (ii) protect or defend against, or otherwise address, fraud, security, or technical issues, (iii) comply with, or respond to a law, regulation, legal request, legal process, legal requirement, judicial proceeding, or court order, or (iv) investigate a possible crime, such as fraud or identity theft;
- In connection with an actual or potential sale, purchase, acquisition, merger, reorganization, bankruptcy, liquidation, dissolution, or similar transaction or proceeding of or involving Istation, but only to the extent that the purchasing, acquiring or successor entity agrees to implement data privacy and security protections with respect to Personally Identifiable Information that are at least as stringent as those of Istation.

Istation is permitted to use and/or disclose Personally Identifiable Information about You when Istation has Your consent. Istation does not need Your consent to use De-identified Information.

#### **Can I Access or Change My Personally Identifiable Information?**

Each school and/or school district is permitted via functionality made available by the Resources to determine what Personally Identifiable Information (if any) is accessible by Authorized Users and to which Authorized Users in particular. In certain circumstances, a school and/or school district may be entitled to permit one or more Authorized Users to change Personally Identifiable Information. Any requests by Students or parents to access and/or change Personally Identifiable Information must be made to the school and/or school district in the first instance, and these entities will maintain a record of all such access and amendment requests and of any actual changes made. To the extent that a student and/or parent makes a direct request to Istation to access and/or amend Personally Identifiable Information, Istation will forward that request to the school and/or school district for response.

#### **Data Retention**

Unless required by law to maintain certain information for a longer period of time, Istation retains Personally Identifiable Information only for as long as a student's school and/or school district maintains a subscription with Istation to one or more of the Resources. Once a subscription to a particular Resource is cancelled or otherwise terminated, Istation will typically retain any Personally Identifiable Information related to that Resource for sixty days after cancellation/termination to allow for temporary lapses in subscription services, at which point that information is destroyed. Personally Identifiable Information may also be destroyed at any time at the request of the school and/or school district.

#### **Website and Resource Security**

Istation recognizes its responsibility to protect the Personally Identifiable Information that You entrust to it. Istation uses a variety of secure techniques to protect Your information, including secure servers, firewalls, access limitations on Istation's servers and password protections that guard against unauthorized access. Additionally, the information that You send Istation via the Website, including student usage information and passwords, may be encrypted, a process used to scramble information and make it extremely difficult to read if wrongly intercepted. Istation utilizes industry standard Secure Sockets Layer (SSL) technology to allow for the encryption of Personally Identifiable Information. All Personally Identifiable Information sent to Istation is encrypted during transmission, such as during login. Once the data reaches Istation's server, Personally Identifiable Information is stored on a secure database, and access to this information is password protected.

#### **Use of "Cookies"**

"Cookies" are small pieces of information that some websites store on Your computer's hard drive when You visit them. This element of data is a piece of text, not a program, that contains information identifying a user. When a user revisits a Website, his or her computer automatically "serves up" the cookie, eliminating the need for the customer to reenter the information. Like many other websites, Istation uses cookies for this purpose. Your user "domain" (that is, Your school name) is the only data stored on Your hard drive by Istation.

Most web browsers automatically accept cookies but allow You to modify security settings so You can approve or reject cookies on a case-by-case basis. At a minimum, Your web browser must allow temporary cookies that are not stored on Your hard disk to log into the Website. Please refer to the "Help" file of Your Internet Browser either to learn how to receive a warning before a cookie is stored.

#### **Third Party Sites**

The Website may contain links to or reference third party websites and resources (collectively "Third Party Sites"). These Third Party Sites are not controlled by Istation and, therefore, are not subject to this Privacy Statement. You should check the privacy policies of these individual Third Party Sites to see how Your personally identifiable information will be utilized by them before providing any personally identifiable information. Please be aware that these Third Party Sites may collect personally identifiable information about You and may also send you "cookies." Istation is not responsible for the content or practices of any linked Third Party Sites, and Istation provides these links solely for the convenience and information of Istation's visitors.

#### **Can Istation change this Privacy Statement?**

Istation may change this Privacy Statement at any time without advance notice. However, if the Privacy Statement changes, Istation will post an updated version on the Website, and the revision date will be posted at the bottom of the page. If this occurs, You will be required to re-acknowledge review of the revised Privacy Statement before you can continue using the Resources.

**Who can I contact if I have questions about this Privacy Statement?**

If You have any questions about this Privacy Statement or any privacy questions or concerns, You may contact Istation using the information below:

**Email address:** info@Istation.com

**Street/Postal address:**

8150 North Central Expressway, Suite 2000

Dallas, Texas 75026

**Phone:** (214) 237-9300

**Fax:** (972) 643-3441

**Effective Date: February 23, 2018**

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Dallas, TX 75206

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H. Consider the approval of the Purchase of the Apex Learning Software -  
CH(LEGAL)-(G1,G2)

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## Lancaster ISD Board Agenda

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**Meeting Type:** Regular

**Meeting Date:** 8/13/2019

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**Category:** Consent Agenda

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**Item Name:** Apex Software Renewal

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**Related Goals (District and/or Strategic):** Goal 1: Improve Student Performance

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**Currently Budgeted?**  Yes  No  No Budgetary Impact  
(If Yes, description provided under Fiscal Implications.)

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**Attachments:**  Yes  No

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**Primary Contact Person:** Shemeka Millner-Williams

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**Presenter and District Contact:** Shemeka Millner-Williams

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**Explanation:** Inform regarding renewal of APEX Learning Software (course & tutorials)

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**Intended Audience:**  
Stakeholders            LISD School Board

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**Impact or Expected Outcome:** Continued improvement in student achievement and ongoing support and individualized instruction for students in grades 6-12  
Enhanced ability to provide instructional continuity in online environment

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**Recommendation:** N/A

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**Fiscal Implications and Funding Source:** 199

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**Frequency Monitored:** Ongoing

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**Projected Start Date:** September 2020

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**Projected Completion Date: August 31, 2021**

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1215 Fourth Ave, Suite 1500  
Seattle, WA 98161

Quote Number 00005374

5/26/2020

Lancaster Independent School District

422 S. Centre Ave  
Lancaster, TX 75146  
United States

Digital Curriculum Solution

Product Description	Quantity	List Price	Volume Discount (%)	Sales Price	Total Price
Courses: Unlimited enrollments for all students district wide	3,091.00	\$250.00	94.00	\$15.00	\$46,365.00
Professional Services; Full day; Onsite	2.00	\$2,200.00		\$2,200.00	\$4,400.00
Tutorials: Unlimited enrollments for all students district wide	3,091.00	\$80.00	81.25	\$15.00	\$46,365.00
Grand Total					\$97,130.00

Order Period

Order Start Date 9/1/2020 Order End Date 8/31/2021

Prices above do not include any applicable sales or other taxes.

The purchase of the digital curriculum solution in this quote is subject to the Apex Learning Terms & Conditions available at: <https://www.apexlearning.com/ClientAT>.

Please email the signed quote and a purchase order to salesdocs@apexlearning.com or fax to (206) 381-5601.  
Thank you for your consideration of an Apex Learning digital learning solution.

Your Apex Learning Account Executive,

Pat Ortiz

Quote Acceptance

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

I. Consider the approval of the Agreement between Lancaster ISD and Head Start of Greater Dallas, Inc. - EHBG(LEGAL)-(G1)

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# Lancaster ISD Board Agenda

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**Meeting Type:** Regular

**Meeting Date:** 8/13/2020

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**Category:** Consent Agenda

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**Item Name:** Lancaster ISD/ HeadStart of Greater Dallas Partnership Agreement

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**Related Goals (District and/or Strategic):** Goal 1: Improve Student Performance

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**Currently Budgeted?**  Yes  No  No Budgetary Impact  
(If Yes, description provided under Fiscal Implications.)

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**Attachments:**  Yes  No Headstart Partnership Agreement

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**Primary Contact Person:** Shemeka Millner-Williams

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**Presenter and District Contact:** Shemeka Millner-Williams

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**Explanation:** Requesting approval to continue Pre- Kindergarten 4 partnership with HSGD

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**Intended Audience:**  
Stakeholders LISD School Board

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**Impact or Expected Outcome:** Continued improvement of kinder readiness initiatives in LISD and support for LISD Head start classrooms and students

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**Recommendation:** N/A

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**Fiscal Implications and Funding Source:** n/a

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**Frequency Monitored:** Ongoing

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**Projected Start Date:** Sept 1, 2020

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**Projected Completion Date: August 31, 2021**

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**ATTACHMENT 8**

**AGREEMENT  
BETWEEN  
LANCASTER INDEPENDENT SCHOOL  
DISTRICT AND  
HEAD START OF GREATER DALLAS, INC.**

THIS AGREEMENT is made and entered into this 1st day of August, 2020 by and between the Lancaster Independent School District ("ISD") and HEAD START of Greater Dallas, Inc. ("HEAD START").

WHEREAS, HEAD START is a not-for-profit corporation organized and incorporated pursuant to the provisions of the Texas Non-Profit Business Corporation Act; and

WHEREAS, Lancaster ISD is an independent school district and organized and established pursuant to the Texas Education Code; and

WHEREAS, HEAD START provides services pursuant to 42 U.S.C. 9801 et. seq. as amended, entitled the Head Start Act, for eligible clients who reside within the Dallas County; and

WHEREAS, Lancaster ISD operates and provides a one-half day preschool "public" educational program for eligible students who are age 4 on or before September 1 of the year they are enrolled in the program and are not age 5 at the time of enrollment; and

WHEREAS, Lancaster ISD desires to make available to its eligible "Pre-K" 4-year-old students a full day educational program and dual enrollment opportunities; and

WHEREAS, the Board of Trustees of the Lancaster Independent School District finds that it is in the public interest and fosters a legitimate educational purpose, goal or function of the school district that Lancaster ISD provide facilities and make available certain educational services for eligible 4-year-old children who reside in the Lancaster ISD and are in need of such services in order to enhance their opportunities for success in the Lancaster Public Schools; and

WHEREAS, Lancaster ISD and HEAD START desire to enter into a cooperative agreement for the educational benefit of eligible 4-year-old children who reside in the Lancaster ISD.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants terms and conditions expressed herein, Lancaster ISD and HEAD START make and enter into the following agreement:

## ATTACHMENT 8

### I.

#### DEFINITIONS

- 1.01 "Students" Means those students enrolled in and admitted to designated elementary schools (Attachment B) and Early Childhood Schools who are in attendance on a full or part-time basis in the school's "Pre-K" program who meet the following eligibility criteria.
- (a) all homeless children as that term is defined in the Texas Education Code; or
  - (b) who qualify for benefits under the Federal free or reduced lunch program; or
  - (c) who are eligible limited language proficient students: or
  - (d) who are currently or formerly in a foster care system; or
  - (e) who are a child of a member of the United States Armed Forces; or
  - (f) Children of families who fall within the Federal Poverty Guidelines (a 10% above is acceptable).
- 1.02 "Educational Services": Means those services described in the Act (as defined below) applicable to eligible age four (4) students as herein defined or required by the Act to be provided by LISD as collaborator with HEAD START,
- 1.03 "Facilities": Six (6) classrooms, to be designated, with the right of ingress and egress and appurtenant facilities necessary to the intended use of the six (6) classrooms as they may be approved and scheduled by the School Principal. Additional classrooms may be designated as funding and space become available with mutual approval of both parties. These classrooms shall be under the direction of LISD.
- 1.04 "The Act": means 42 U.S.C. 9801 et. seq., as amended, (the "Head Start Act") and 45 CFR Part 1301 et seq., where applicable to this Agreement.
- 1.05 General Definitions: Unless the context otherwise requires, all other terms shall have the meanings prescribed for them in the Texas Education Code or policies adopted by the Board of Trustees of Lancaster ISD.
- 1.06 Family Style means that snack and meal times support development and learning. Snack and meals must be structured and used as learning opportunities' that support teaching staff-child interactions and foster communication and conversations that contribute to a child's learning, development and socialization. Children must have a sufficient time to eat. It is recommended 30 minutes; however, no less 20 minutes. Food cannot be used as a punishment or reward or force children to finish their food. Adults must be eating with children sharing the same meal.
- 1.07 Cafeteria Style means children and adults must eat as a unit and each child and adult must be served at least the minimum of each component.

## **ATTACHMENT 8**

- 1.08 Use of Terms: All terms defined in this Article or otherwise in this Agreement may be used in the singular or plural as may appear appropriate.
- 1.09 "Pre-K classrooms" for the purpose of this agreement refers to Lancaster ISD classrooms administrated by LISD committed to following the Performance Standards of the Head Start Act and receiving support and assistance from HEAD START in order to be in compliance with the Performance Standards. Students in these classrooms shall be considered "dual-enrolled" in both the TEA sanctioned Pre-K and the federal Head Start program.
- 1.10 "Teaching Staff" refers to LISD employed certified Teachers and Instructional Aides who staff the dual enrolled classrooms.
- 1.11 "Instructional Aide" refers to the paraprofessional teaching staff that assists the certified Teachers in the classrooms.

### **II. SPECIFIC OBLIGATIONS AND PROCEDURES**

2.01 Specific Obligations of LISD:

- (a) Provide HEAD START the use of office space for Support Staff during the term of this Agreement from 7:30 o'clock a.m. to 4 o'clock p.m. on LISD designated school days.
- (b) The facilities provided shall meet the minimum standards for such facilities as required by the Head Start Act.
- (c) To maintain the Facilities as required by the Head Start Act.
- (d) Provide no more than (1) classroom teachers with professional certification that meets the qualifications of the LISD pursuant to its Official Board Policies.
- (e) Provide no less than (1) instructional aide per Pre-K classroom pursuant to LISD Board Policy.
- (f) Provide breakfast, lunch and snack for eligible students. All meals and snacks must be served either family style or cafeteria style. Regardless of which style, the instructional aide shall sit and participate in the lunch meal with the children.
- (g) Supervise and evaluate the assigned teachers and instructional aides pursuant to LISD policies and procedures.
- (h) Responsible under the Head Start Act for providing Educational Services to eligible students in accordance with the Head Start Performance Standards with such assistance as necessary from HEAD START.

## ATTACHMENT 8

- (i) To use its best efforts in assisting HSGD to provide bus transportation for scheduling field trips in connection with the program of Head Start.
- (j) District will provide 839 square feet of space for each Head Start classroom for the Students, provide office space for support staff of approximately 120 square feet; 50 square feet of space for each classroom restroom, and not less than 14,100 square feet of space for playground at each school location. Such space shall be considered as in-kind and counted towards HSGD's nonfederal match requirements. The in-kind rate shall be set annually by LISD and reviewed by both parties not less than annually for accuracy and appropriateness or HSGD, at its own expense, may have an independent appraisal of the fair market rental value conducted. If HEAD START chooses to exercise this option, the LISD may conduct their own appraisal (by a certified appraiser), and if values differ, either a party independent appraiser will be hired (agreed upon by both parties), or negotiations between the 2 parties will begin and continue until mutual agreement.
- (k) Lancaster ISD is acknowledged as an independent collaborator with HSGD and as such will indemnify and hold harmless HSGD for any and all loss, expense, and/or claims associated with or arising out of such injury or damage due to the activities or from any act or omission of the LISD, its Board members, employees, representatives, family members, invitee, and/or volunteers; during the performance of this contract.
- (l) The District shall supply HSGD with invoices and all other required approved documentation necessary for reimbursement of expenses within sixteen days from the last day of the month in which they occurred.
- (m) The District agrees that HEAD START, the grant awarding agency (HHS), the Comptroller General of the United States, or any of their duly authorized representatives of the United States government shall have access to any books, documents, papers, and records of the District and/or third party contractor, utilized by the District that are directly pertinent to a specific program (Head Start), for the purpose of making audits, examinations, excerpts and transcripts. Records shall be maintained for at least three years from the termination date of the Agreement.

### 2.02 Specific Obligations of HEAD START

- (a) As Grantee, HEAD START of Greater Dallas, Inc., is responsible to the Department of Health and Human Services to ensure compliance with the Head Start Act's Program Performance Standards.

## ATTACHMENT 8

- (b) Provide one (1) full-time Family Advocate and assistant. Provide one (1) part-time health service specialist and/or assistant. Other support staff may be added as enrollment increases as required by the Head Start Act in order to be in compliance with the Act's Program Performance Standards.
- (c) Ensure that Head Start Special Education Coordinator collaborates and monitors enrollment of children for special services/education by:
  - Attending ARD/IEP meeting when scheduled for children identified for special education; visit with the teachers once every two weeks upon notification of the Principal.
  - Complete appropriate database documentation on children enrolled for special education/services.
- (d) Ensure that Head Start Mental Health Professional provides required mental health services by:
  - Observing the classrooms and consulting with the teachers once a month as part of on-going classroom observation, in accordance with the Head Start Performance Standards upon notification of the Principal, address individual behavior concerns; and provide counseling services to parents who need it
- (e) Ensure that HSGD staff members and volunteers working in the Early Childhood Schools comply with all applicable LISD Board Policies.
- (f) Provide all necessary supplies and materials related to complying with the Act's Program Performance Standards.
- (g) Assume responsibility for the costs of three (3) field trips (which includes county bus fees) per year per classroom in connection with the Head Start Program
- (h) Assume the responsibility for the cost of pre-packaged back to school supplies for students in the Pre-K classrooms.
- (i) To cooperate and assist Lancaster ISD in enforcement of attendance policies, including but not limited to necessary contact with parents.
- (j) If necessary, pay \$100 stipend for each teacher attending training prior to the normal LISD reporting date in August and to provide said training.
- (k) Ensure that the students' parents attend the orientation program required by the Act. Included in the orientation program will be the

## **ATTACHMENT 8**

importance of daily attendance, the attendance policies, policy and grades of the Pre-K classrooms, and the expectations of parents.

- (l) Pay Lancaster ISD the allowable fees and charges hereinafter described and provided for within thirty days of receipt of invoice and required approved documentation by HEAD START for the described services and any additional expenses as required under this agreement. HSGD shall be obligated to pay only those costs that are "allowable" under "Uniform Administrative Requirements Title 2, Subpart E 200.403 and DHHS regulations 45 CFR Subpart E 75.403.
- (m) HEAD START agrees LISD shall have access to any books, documents, papers, and records of HEAD START and/or any third party contractor utilized by HEAD START that are directly pertinent to a specific program (Lancaster ISD Head Start) for the purpose of making audits, examination excerpts, and transcripts. Records shall be maintained for at least three years from the termination of the Agreement.
- (n) Hold Lancaster ISD, its Board of Trustees, officers and employees whole and harmless from any and all liability for compliance with the Act, with the exception of such obligations to maintain compliance as addressed herein, including the costs of defending any legal actions against LISD, including attorney's fees, alleging any act or omission in violation of or non-compliance with the Act.

### **III.**

#### **FEES AND CHARGES**

- 3.01 In consideration for Lancaster ISD promises and agreements, HEAD START shall in addition to its covenants, promises and agreements made and described herein, timely pay LISD the following fees and charges for use of the described Facilities and for the services to be provided by LISD.
- (a) One hundred percent (100%) of each instructional aide's salary (up to a maximum of one hundred forty-nine thousand dollars (\$149,000) assigned to the program based on LISDs salary schedule.
  - (b) One hundred fifty dollars (\$150.00) per year per Pre-K classroom LISD's consumable supplies; and
  - (c) Seventy-five dollars (\$75.00) per year per Pre-K classroom for student cooking supplies.
  - (d) Reimburse LISD for the costs of three (3) field trips (including county bus fees if applicable) per year per Pre-K classroom under this agreement as long as the children are transported in accordance with 45 CFR Part 1310.

## **ATTACHMENT 8**

- (e) Reimburse LISD for the cost of pre-packaged back to school supplies for students in the Pre-K classrooms under this agreement.
  - (f) Lunch provided by LISD to instructional aides; and
  - (g) The cost of lunch meals for the aides will be reimbursed by HSGD to LISD upon invoicing and receipt by HSGD of all supporting documents.
  - (h) Eighty-six dollars and ninety-two cents (\$86.92) per month per location for the cost of HEAD START fax lines.
  - (i) Cost of meals for aides shall not exceed rates for reimbursable costs set by National School Lunch Program.
- 3.02 LISD shall invoice HEAD START for the applicable fees and charges for the previous month by the 15th day of each month. HEAD START shall pay the invoice(s) in full within 30 days of receipt of invoice and required approved documentation by HEAD START. Approved documentation shall contain such detail required by HEAD START's Chief Financial Officer including, but not limited to monthly non-federal in-kind amounts reported for salaries, benefits, and medical insurance; monthly nonfederal in-kind reported for space, maintenance, operations, and utilities; etc. The invoice format and specific detailed items shall be negotiated between the respective party's financial officers.

### **IV. GENERAL AND MUTUAL OBLIGATIONS**

- 4.01 Each party shall designate upon execution of this Agreement a representative responsible for implementing this agreement and maintaining compliance therewith.
- 4.02 Jointly plan and conduct staff development programs for applicable personnel to effectively meet the needs of the Students and their families,
- 4.03. LISD Administrator, School Principal, and Head Start Staff shall visit the designated classroom on a regular basis while classes are in session.
- 4.04 Jointly schedule and conduct periodic meetings of LISD Administrator, school Principal, HEAD START Coordinator, Teachers, aides, and other support staff as dictated by Performance Standards to discuss educational strategies and curriculum concerns about the programs, plan and update the program, individual student plans, and other concerns related to the program.
- 4.05 Each party shall observe and adhere to all federal, state and local laws, rules and regulations related to confidentiality and the right of privacy of students and their parents.
- 4.06 Jointly monitor and follow the progress of the Students to provide for a smooth transition into kindergarten classes or programs.

## ATTACHMENT 8

- 4.07 During the performance of this contract, LISD and HEAD START agree to the following:
- (a) Neither party shall discriminate against any employee or applicant for employment because of race, color, age, religion, disability, political belief, sex or national origin. LISD and HEAD START shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, age, religion, disability, political belief, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. LISD and HEAD START agrees to post in conspicuous places, available to employees and applicants for employment, notices to be prepared by the Responsible Party setting forth the provisions of this Equal Opportunity clause.
  - (b) Both parties shall, in all solicitation or advertisements for employees placed by or on behalf of LISD and HEAD START, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion sex, or national origin.
  - (c) Both parties shall comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - (d) Both parties shall Both parties shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and by the rules, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - (e) In the event of In the event of noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the parties may be declared ineligible for further Government contracts in accordance with Procedures authorized in Executive Order 11246 of September 24, 1985, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

## ATTACHMENT 8

- (f) Both parties shall be in compliance with the Copeland Act, 18 U.S.C. 874, as supplemented by Department of Labor regulations, 29 CFR part 3, providing that each contractor and sub-recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the HEAD START.
- (g) Both parties shall be in compliance with the Clean Air Act (42 U.S.C, 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 USC. 1251 et seq.). Violations shall be reported to the HHS and the appropriate Regional Office of the Environmental Protection Agency.
- (h) The FEDERAL GOVERNMENT and GRANTEE shall have Right of Access three years from the termination date of this agreement.
- (i) The FEDERAL GOVERNMENT and GRANTEE shall have "rights to inventions made under this agreement" in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements," and any further implementing regulations issued by HHS.
- (j) In accordance with 31 U.S.C. 1352, this Agreement is subject to LISD's execution of the attached:
  - (i) Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts and
  - (ii) Certification Regarding Federal Lobbying attached hereto and incorporated by reference.

### V.

#### TERMS

- 5.01. The term of this Agreement is for one (1) school year. Its effective date shall commence on the first day LISD Teacher's report for duty for the 2020-2021 school year and shall terminate on July 31, 2021.
- 5.02 The obligations of LISD to pay for the performance of its herein described obligations and services are subject to current revenues being available to LISD from which to make the described payments.
- 5.03 In the event of or upon loss of federal funding by HEAD START this Agreement shall be terminated with no penalty to either party.

## ATTACHMENT 8

### VI. MISCELLANEOUS PROVISIONS

- 6.01 Venue: The obligations of the parties hereto shall be performable in Lancaster, Texas, and if legal action is necessary to enforce same, exclusive venue shall be in Dallas County, Texas unless superseded by federal jurisdiction.
- 6.02 Applicable Law: The Agreement is made subject to the provisions of enacted written Policies of LISD's Board of Trustees, as amended, and all applicable provisions of the Texas Education Code.
- 6.03 Governing Law: This Agreement shall be governed by and construed in accordance with the laws and court decision of the State of Texas unless superseded by federal law.
- 6.04 Legal Construction and Severability: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
- 6.05 Captions: The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
- 6.06 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- 6.07 Entire Agreement: This Agreement embodies the complete agreement of the parties hereto, supersedes all oral or written previous and contemporary agreements between the parties relating to matters in this Agreement, and, except as otherwise provided herein, cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.
- 6.08 Amendment. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
- 6.09 CERTIFICATION (per 31 U.S.C. 1352):

The LISD The LISD certifies, to the best of his or her knowledge and belief, that:

- (a) no Federal funds have been or shall be paid, by or on behalf of the LISD, to any person for influencing or attempting to influence an officer, employee, or any other person of influence (such as a Member of Congress) within or without the Agency in connection with the awarding of this contract or agreement.

## **ATTACHMENT 8**

- (b) if such funds have been paid or will be paid as outlined in subsection 6.09(a) the LISD shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) in the award documents for all sub awards at all tiers, and that all sub recipients shall certify and disclose accordingly.

This section is a material representation of fact upon which reliance was placed when this transaction was made or entered into and submission is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (Byrd Anti-Lobbying Amendment).

- 6.10 This Agreement does not establish a legal entity separate and apart from the Parties and is not intended to create any agency relationship between them.
- 6.11 The parties agree that they may not transfer or assign their respective interest in this Agreement without the prior written consent of the other party.
- 6.12 Neither party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
- 6.13 The persons signing and executing this Agreement on behalf of HEAD START and LISD, or representing themselves as signing and executing the Agreement on behalf of HEAD START and LISD, do hereby warrant and guarantee that they have been duly authorized by the party on behalf of which they sign to execute the Agreement on behalf of such party and to validly and legally bind such party to all terms, performance, and provisions herein set forth.
- 6.14 Lancaster ISD may terminate this Agreement without cause and without liability upon 30 days' prior written notice to the other party. Either party may immediately terminate this Agreement for any material breach that is not cured to the non-breaching party's satisfaction within 10 days of breaching party receiving written notice that specifies the breach.

## **VII.**

### **NOTICES AND DESIGNATED REPRESENTATIVES**

- 7.01 All notices, communications and reports required or permitted under this Agreement shall be personally delivered to the respective parties by depositing same

**ATTACHMENT 8**

in the United States mail, postage prepaid, at the address shown below, unless and until either party is subsequently notified otherwise in writing.

If intended for HEAD START OF GREATER DALLAS, INC.  
Kathryn L. McCartney, Interim CEO  
HEAD START of Greater Dallas, Inc.  
3954 Gannon Lane  
Dallas, Texas 75237-2919

If intended for Lancaster Independent School District

Superintendent of Schools  
Lancaster Independent School  
District  
422 S. Centre Avenue  
Lancaster, Texas 75146

EXECUTED as of the \_\_\_ day of \_\_\_\_\_, 2020.

IN WITNESS THEREOF, the parties have duly executed this Agreement as of the date first above written.

HEAD START of Greater Dallas, Inc.

By \_\_\_\_\_  
Kathryn McCartney, Interim Chief Executive Officer

LANCASTER INDEPENDENT SCHOOL DISTRICT,

By \_\_\_\_\_  
Dr. Elijah Granger, Superintendent of Schools

## ATTACHMENT 8

Texas Department of  
Agriculture

February 2017  
H2048

### CERTIFICATION

#### REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

#### DEFINITIONS

##### **Covered Contracts/Subcontract**

- (1) Any non-procurement transaction which involves federal funds (regardless of amount), including such arrangements as a sub-grant, for example, between TDA and another entity or the Contracting Entity and another entity.
- (2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 3305 (currently \$50,000) under a grant or sub-grant.
- (3) Any procurement contract for goods or services between a participant and a person under a covered grant, sub-grant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction, including
  - a. Consultant.
  - b. Principal investigators.
  - c. Providers of audit services required by the TDA or federal funding source.
  - d. Researchers.

**Debarment** - An action taken by a debarring official in accordance with 2 CFR Part 417, 48 CFR Part 1, or equivalent federal regulations, to exclude a person from participating in covered contracts. A person so excluded is “debarred”.

**Grant** - An award of financial assistance, including cooperative agreements, or contracts or subcontracts for goods or services entered into to carry out an award of financial assistance. A grant may be in the form of money, or property in lieu of money, to an eligible grantee, sub-grantee or sub-recipient.

**Ineligible** - a person that is prohibited from entering into a covered contract or subcontract because of an exclusion or disqualification.

**Participant** - any person who submits a proposal for or who enters into a covered contract or subcontract, including an agent or representative of a participant.

**Person** - Any individual, corporation, partnership, association, unit of government, or legal entity, however organized.

**Principal** - An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or a consultant or other person, whether or not employed by the participant or paid with Federal funds, who— (i) is in a position to handle Federal funds, or (ii) is in a position to influence or control the use of those funds, or (iii) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

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**Proposal** - A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract.

**Suspension** - An action taken by a suspending official in accordance with 2 CFR Part 471, 48 CFR Part 1, or equivalent federal regulations that immediately excludes a person from participating in covered contracts for a temporary period, pending completion of an investigation and any judicial or administrative proceedings that may ensue. A person so excluded is “suspended”.

**Voluntary exclusion** - A status of nonparticipation or limited participation in a covered contract or subcontract assumed by a person under the terms of a settlement between the person and one or more agencies. Voluntary exclusion must have government wide effect.

**Voluntarily excluded** - The status of a person who has agreed to a voluntary exclusion.

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Texas Department of  
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February 2017  
H2048

**CERTIFICATION**

**REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY  
EXCLUSION FOR COVERED CONTRACTS**

<b>Name of Business (Contractor)</b>	<b>Vendor ID No. or Social Security No.</b>
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(1) The prospective contractor certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

\_\_\_\_\_  
Signature of Contractor Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed/Typed Name of  
Contractor Representative

\_\_\_\_\_  
Printed/Typed Title of  
Contractor Representative

## ATTACHMENT 8

Texas Department of  
Agriculture

Form H2049  
July 2017

### CERTIFICATION REGARDING FEDERAL LOBBYING

(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

Federal legislation generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the Federal government. Lobbying with respect to certain grants, contracts, cooperative agreements, and loans is governed by relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as common rule, "New Restrictions on Lobbying" published at 55 Federal Register (FR) 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Government wide Guidance on New Restrictions on Lobbying" and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996).

Contracting entities or sponsored sites that contract for goods or services using Federal funds must obtain this certification for any award exceeding \$100,000 and if necessary must obtain the *Standard Form-LLL, "Disclosure Form to Report Lobbying."*

#### CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit *Standard Form-LLL, "Disclosure Form to Report Lobbying"*, in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who

**ATTACHMENT 8**

fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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Name of Organization submitting certification

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Name of Organization Representative

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Title

---

Signature of Organization Representative

---

Date

## ATTACHMENT 8

### Attachment A Procedural Guidelines and Clarifications

WHEREAS, Lancaster ISD and Head Start of Greater Dallas, Inc. (HSGD) agreed to enter into an agreement to provide Pre-K classrooms in accordance with the Head Start Act each are therefore obligated to abide by the Head Start Program Performance Standards and other Head Start related Federal regulations. The following are guidelines and clarifications which attempt to give each of the parties a better understanding of their role for each Component:

#### Family Services Component

##### Eligibility, Orientation, and Enrollment

- LISD and HSGD agree to base each family's eligibility for Head Start pre-school services on the Head Start Poverty Income Guidelines.
- Families who are within the Head Start Poverty Income Guidelines will be dual-enrolled for Pre-K services defined in this contract to meet LISD requirements and Head Start Act funded enrollment.
- Families who are not within the Head Start Poverty Income guidelines will not be able to enroll their children for Pre-K classroom services, defined in this contract, as the enrollment of children over the Head Start Poverty Income Guidelines adversely affects the reimbursement process from USDA for nutrition services.
- HSGD will provide Orientation within the time frame identified by LISD, but within the guidelines set by the Performance Standards, for LISD families outlining the services the Head Start program provides and the documents parents need to enroll children in the Pre-K classrooms defined in this agreement.
- HSGD will provide the necessary staff and materials to enroll children within the timeframe outlined by LISD as long as full enrollment is met prior to the first day school opens after the summer break.

#### Education Component

- Per the Performance Standards, Home Visits by the teachers shall be made in the parent/child's home, Documentation must be written form and signed by the parent if a parent refuses a visit in the home.
- Per the Performance Standards, implement a research based curriculum in Head Start classroom and conduct a normed researched base assessment (pre, mid and post).
- Substitute teachers are to be used when teachers are on home visits and HSGD will reimburse LISD for the cost of substitutes covering Pre-K classrooms during Home Visits.
- Developmental Screening shall be completed on each child within 45 days of the child entering into the classroom.
- Teacher Assistants must be used in Pre-K classrooms as defined in this contract.
- One full day of Head Start training for the Pre-K classroom teachers shall be scheduled

## ATTACHMENT 8

annually in August. In the event the training takes place prior to the LISD Teacher return date and regular in-service training, HSGD will provide a stipend of \$100 per teacher for attendance at this training.

### Health Services Component

The Head Start Performance Standards requires:

- All children are expected to turn in a Physical exam prior to entry into the Head Start program.
- All children are expected to have received health screenings prior to entry into the Head Start program which include;
  - a. Anemia testing
  - b. Lead testing (show proof of one test since the age of 12 months)
  - c. TB skin test if questionnaire is positive with a yes answer.
  - d. Ht Wt., BP, hearing, vision, etc.
- If these test are not done by their PCP (Primary Care Physician) or if the prior testing is older than 6 months, then HSGD Health staff will perform these screenings within 45 days after the start of school.
- Each child should have a Dental exam prior to entry and 6 months after the first exam. HSGD will only pay for exams and treatment for those children without health insurance.
- Updates for children's immunizations shall be based on Texas Department of Health ("TDH") requirements.
- Identification of any health concerns will be referred to a health care provider. Parents will be encouraged to get treatment based on the recommendation of the health care provider.
- All other responsibilities/duties will remain under LISD health services requirements (medication, sick child, etc.)
- Health Information will be shared among both LISD/HSGD staff.

### Nutrition Services Component:

The Head Start Performance Standards requires:

- Each child must be offered a breakfast upon arrival to the center.
- All allergies and special diet must be accommodated. HSGD will pay for any accommodations that the LISD cannot supply.
- Doctor statements must be followed
- Meal must be served family style and children must eat the same meal and supplement. For adult paid lunches the adult shall eat lunch with the children (also eating the same meal as the children).
- A Nutrition Activity must occur one time per week in the classroom.
- The height and weight assessment must be taken 2 times per year by the Head Start of Greater Dallas Nutrition Specialist
- **A posted documentation of the child's allergies with cover sheet**

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### Special Services & Mental Health Component

#### DISABILITIES SERVICES (45-CFR-1308)

The Head Start Performance Standards (45 CFR 1302) requires at least ten-percent (10%) enrollment of Head Start children with special needs in the following categories:

Health Impairment,  
Emotional/Behavioral Disorders,  
Speech or Language Disorders,  
Intellectual Disabilities,  
Hearing Impairment, Including Deafness,  
Orthopedic Impairments  
Visual Impairment, including Blindness,  
Learning Disabilities,  
Autism Spectrum Disorders,  
Traumatic Brain Injury,  
Other Impairments.

#### The Head Start Special Services Coordinator:

- Collaborate and monitor enrollment of children for special services/education with LISD.
- Attend IEP (Individualized Education Plan) meeting when scheduled by the LISD,
- Visit with Teachers to discuss their concerns at least once every two weeks.
- Complete appropriate database documentation on children enrolled for special services.
- Communicate with the designee (Asst. Principal) on updates.
- Attend meetings when scheduled.
- Updates the Head Start of Greater Dallas Special services/Mental Health Director.

The Head Start Performance Standards require provision of mental health services (preventative, intervention, and counseling) for children and families by Mental Health Professional (45 CFR 1302).

#### MENTAL WELLNESS (1304.24)

Provide mental health services (preventative, intervention and counseling) for children and families by Mental Health Professionals.

#### The Mental Health Professional

- Observes the classrooms at least once a month as part of on-going classroom observation and consultation for teachers, in accordance with performance standards. (suggestions & professional guidelines)  
The school district does not provide mental health services for parents. In that case, he/she will provide counseling services to parents who need it, or refer to appropriate consultant.

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- As a last resort, step in when there are cases warranting any Head Start children to be suspended or dismissed for social/behavioral problems by the school district, to provide mental wellness, since Head Start does not suspend/dismiss children for inappropriate behaviors.
- Update the Special Services/Mental Health Director.

### HEAD START/ISD PROCEDURES FOR ADDRESSING SOCIAL/BEHAVIORAL CHALLENGES

1. When a child is having social/behavior challenges:
  - a. Refer to HS Special Services/Mental Health for observation
  - b. HS Special Education Services Coordinator will give teacher recommendations on effective management strategies for children with emotional/social challenges, based on classroom observations.
  - c. If negative behaviors continue...
2. Lancaster ISD teacher refers student to SST
  - a. SST can recommend Youth and Family services
  - b. SST chair will invite the HS Special Services/Mental Health representative to the SST meeting to discuss with team and parent the observations made by HS personnel
  - c. If behaviors continue...
3. If parent refuses Youth and Family referral or recommendations — have a parent meeting with principal and/or family advocate to have parent sign a Head Start Refusal of Service form and discuss limited attendance.
4. If parent goes to Youth and Family, but the negative behaviors continue, the principal will have the discretion how to move forward (early pick-up, limited attendance, dismissal).

#### Financial Administrative component:

Title 2CFR 225 Sec. 215.21 "Standards for Financial Management Systems" requires:

Documentation in support of monthly billings must include:

- invoice containing description and amount for each expense item for which reimbursement is requested including amounts specified in the contract for utilities, maintenance & janitorial services and fax lines;
- listing of teachers by name with annual salary and related employee benefits;
- listing of teacher assistants by name with annual salary and related employee benefits;
- copy of invoice for transportation costs related to field trips;
- copy of invoice (or registration/confirmation form) for field trip entrance fees;

## ATTACHMENT 8

- copy of invoice for classroom supplies;
- for nutrition services — a separate invoice with supporting detail of number of meals served each month by type and by day.

### Information Technology Requirements

#### 1. Head Start Classrooms

- a. **Classroom PCs:** HEAD START of Greater Dallas, Inc. will provide a maximum of one classroom PC for each partner classroom; this does not preclude additional ISD placements of classroom PC in partner classroom. The same will retain ownership, maintain and service the PCs. Any PCs provided by Head Start will be identifiable with a Head Start property tag. Target install date is one business day before school starts or 30 days from start of occupancy.
- b. **Classroom Printer:** HEAD START of Greater Dallas, Inc. will provide a maximum of one classroom printer for each partner classroom, this does not preclude additional ISD placements of classroom printers in partner classroom. The same will retain ownership, maintain and service the printers. Any printers provided by Head Start will be identifiable with a Head Start property tag. Target install one business day before school starts or 30 days from start of occupancy.

#### 2. Head Start Office

- a. **Office PC & Peripheral equipment:** Head Start will provide its staff members PC and peripheral equipment including the following: PCs, Laptops/notebooks, Printers/All-in-Ones, Scanners, Signature pads. Head Start retains ownership and will provide its own maintenance and service. All Head Start equipment will be identifiable with a Head Start property tag. Target install date is 10 business days from start of occupancy.
- b. **Telephone:** The LISD will provide a dedicated telephone with voicemail and direct access from outside callers within 10 business days of occupancy.
- c. **Finger Print Reader:** A finger print reader device will be required in the Head Start office, mounted on the wall. This device may necessitate a cable extension installed at Head Start's expense.
- d. **HSGD Network connectivity:** The LISD will authorize and coordinate through its IT department and Head Start's IT Department the full connectivity of the Head Start office to its network and the Internet. Two options proposed are:

## ATTACHMENT 8

- Option 1 - Dedicated Data Circuit: The ISD will authorize the survey and install of telco circuit for the assigned Head Start office/s and any required cable extension/s. This circuit will be dedicated for Head Start use and separate from the ISD's network. Circuit and cable extension costs will be paid by Head Start and appropriately labeled. A firewall device provided by Head Start will be required in the Head Start office, connected to available telco. It will be identifiable with a sticker. Both agencies will work together to reach a target completion date of 60 days from start of occupancy.
  - Option 2 – Dedicated Tunnel: The LISD will setup a tunnel through their network for Head Start workstations. Appropriate access and security measures will be negotiated between the ISD and Head Start IT departments. Both agencies will work together to reach a target completion date of 60 days from start of occupancy.
- e. **Wireless:** The LISD will authorize and coordinate through its IT department and Head Start's IT department the survey and installation of a signal booster for Head Start mobile users. All installation costs will be paid by Head Start. Both agencies will work together to reach a target completion date of 60 days from start of occupancy.

**ATTACHMENT 8**

Attachment B

Lancaster ISD PARTNER SCHOOLS

<b>Beltline</b>	<b>1 classroom</b>
<b>Houston</b>	<b>1 classroom</b>
<b>Pleasant Run</b>	<b>1 classroom</b>
<b>Rolling Hills</b>	<b>1 classroom</b>
<b>Rosa Parks</b>	<b>1 classroom</b>
<b>West Main</b>	<b>1 classroom</b>
	<b>Total 6 classrooms</b>

J. Consider the approval the Region 10 Educational Contracted Services- CH(LEGAL and LOCAL)-(G1, G2)

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# Lancaster ISD Board Agenda

**Meeting Type:** Regular

**Meeting Date:** 8/13/2020

**Category:** Consent Agenda

**Item Name:** Region 10 Educational Service Center Contracted Services

**Related Goals (District and/or Strategic):** Goal 1: Improve Student Performance

**Currently Budgeted?**  Yes  No  No Budgetary Impact  
(If Yes, description provided under Fiscal Implications.)

**Attachments:**  Yes  No VideoTex Quote

**Primary Contact Person:** Shemeka Millner-Williams

**Presenter and District Contact:** Shemeka Millner-Williams

**Explanation:** Request funding to continue receiving various services from the regional service center.

**Intended Audience:**  
**Stakeholders** LISD School Board

**Impact or Expected Outcome:** Continued capacity building through professional development provided at all levels of the organization.

**Recommendation:** N/A

**Fiscal Implications and Funding Source:** 199/211

**Frequency Monitored:** Ongoing

**Projected Start Date:** 9/1/2020

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**Projected Completion Date:8/31/2021**

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# Contracted Services Selection Report

## Report for Lancaster ISD (2020-2021)

**Administrative Service Package / Contract duration:** 9/1/2020 - 8/31/2021 / **PONumber:** / **Base Fee:** N/A  
**Fee:** \$21,348.00 **Finalized / ([Detail](#))**  
**District Total: \$21,348.00**

**Axiom Accountability Analytics (Eduphoria Module) / Contract duration:** 9/1/2020 - 8/31/2021 /  
**PONumber:** / **Base Fee:** N/A **Finalized / ([Detail](#))**  
**Option 1:** Tier 2 - 5-10 Campuses - Aware Customer - **\$1,995.00**  
**District Total: \$1,995.00**

**Counselor Initiative and Student Support (CISS) Package / Contract duration:** 7/1/2020 - 6/30/2021 /  
**PONumber:** / **Base Fee:** N/A **Finalized / ([Detail](#))**  
**Fee:** \$5,000.00  
**District Total: \$5,000.00**

**Curriculum Support Services Package (formerly TEKS Resource System Cooperative) / Contract duration:** 7/1/2020 - 6/30/2021 / **PONumber:** / **Base Fee:** N/A **Finalized / ([Detail](#))**  
**District Total: None**

**Early Childhood Package / Contract duration:** 7/1/2020 - 6/30/2021 / **PONumber:** / **Base Fee:** N/A  
**Fee:** \$4,200.00 **Finalized / ([Detail](#))**  
**District Total: \$4,200.00**

**Edugence EL+ and RTI Student Support Suite / Contract duration:** 9/1/2020 - 8/31/2021 / **PONumber:** / **Base Fee:** N/A **Finalized / ([Detail](#))**  
**Option 1:** EL+ App - License Fee (Enter # of ELL students) - \$5.00 x (592) = **\$2,960.00**  
**District Total: \$2,960.00**

**English Learner Services Package for Region 10 LEAs (formerly the Bilingual/ESL Local Cooperative) / Contract duration:** 7/1/2020 - 6/30/2021 / **PONumber:** / **Base Fee:** N/A **Finalized / ([Detail](#))**  
**Fee:** \$7,200.00  
**District Total: \$7,200.00**

**Gifted and Talented Package / Contract duration:** 7/1/2020 - 6/30/2021 / **PONumber:** / **Base Fee:** N/A **Finalized / ([Detail](#))**  
**Fee:** \$3,500.00  
**District Total: \$3,500.00**

**HR Package / Contract duration:** 7/1/2020 - 6/30/2021 / **PONumber:** / **Base Fee:** N/A **Finalized / ([Detail](#))**  
**District Total: None**

**Instructional Practices Package for Region 10 LEAs (formerly the RCS Cooperative) / Contract duration:** 7/1/2020 - 6/30/2021 / **PONumber:** / **Base Fee:** N/A **Finalized / ([Detail](#))**  
**Fee:** \$14,000.00  
**District Total: \$14,000.00**

**Item Bank - TEKSbank / Contract duration:** 9/1/2020<sup>145</sup>-8/31/2021 / **PONumber:** / **Base Fee:** N/A **Finalized / ([Detail](#))**

**Option 1: TEKSbank - \$200.00 x (9) = \$1,800.00**

**District Total: \$1,800.00**

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**OnDataSuite / Contract duration: 9/1/2020 - 8/31/2021 / PONumber: / Base Fee: N/A Finalized / ([Detail](#))**

**Option 1: 1001-10,000 Students - \$5,495.00**

**District Total: \$5,495.00**

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**Orientation & Mobility (O&M) Direct Services / Contract duration: 8/1/2020 - 7/31/2021 / PONumber: / Base Fee: N/A Finalized / ([Detail](#))**

**Fee: \$0.00**

**District Total: \$0.00**

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**PEIMS Co-op 4 / Contract duration: 9/1/2020 - 8/31/2021 / PONumber: / Base Fee: N/A Finalized / ([Detail](#))**

**Option 1: PEIMS Co-op - \$2,850.00**

**District Total: \$2,850.00**

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**Plan4Learning / Contract duration: 9/1/2020 - 8/31/2021 / PONumber: / Base Fee: N/A Finalized / ([Detail](#))**

**Option 1: Number of Campuses - \$500.00 x (12) = \$6,000.00**

**District Total: \$6,000.00**

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**Technology Package / Contract duration: 9/1/2020 - 8/31/2021 / PONumber: / Base Fee: N/A**

**Option 1: 5,001-10,000 Students - \$9,000.00**

**Finalized / ([Detail](#))**

**District Total: \$9,000.00**

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**Title I, C Migrant Shared Service Arrangement / Contract duration: 7/1/2020 - 9/30/2021 / PONumber: / Base Fee: N/A Finalized / ([Detail](#))**

**Option 1: Option B: 10% Fee - LEA runs own Migrant Program - \$0.00**

**District Total: None**

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**Visually Impaired (VI) Direct Services / Contract duration: 8/1/2020 - 7/31/2021 / PONumber: / Base Fee: N/A Finalized / ([Detail](#))**

**Fee: \$0.00**

**District Total: \$0.00**

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**Grand Total: \$85,348.00**

K. Consider the approval of the Acceptance of the Instructional Continuity Grant in the amount of \$18,000.00 - CDC(LEGAL and LOCAL)-(G1,G2)

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# Lancaster ISD Board Agenda

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**Meeting Type:** Regular

**Meeting Date:** 8/13/20

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**Category:** Consent Agenda

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**Item Name:** Approval of TEAs Instructional Continuity Grant

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**Related Goals (District and/or Strategic):** Goal 1: Improve Student Performance

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**Currently Budgeted?**  Yes  No **Budgetary Impact**  
(If Yes, description provided under Fiscal Implications.)

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**Attachments:**  Yes  No

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**Primary Contact Person:** Dr. Elijah Granger

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**Presenter and District Contact:** Patonia Bell

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**Explanation:** Funding to support districts in with closing the gaps due to COVID-19

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**Intended Audience:** District Stakeholders, Administrators and Students.

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**Impact or Expected Outcome:** Increase in the Closing the Gaps Domain

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**Recommendation:** Approval of Instructional Continuity Grant

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**Fiscal Implications and Funding Source:** General Funds

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**Frequency Monitored:** Bi-Annually

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**Projected Start Date:** 09/08/2020

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**Projected Completion Date:** 05/27/2021

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# *Instructional Continuity Grant*

# *Grant Approval and Purpose*



- **Requesting approval to accept the Instructional Continuity Grant Award from the Texas Education Agency.**
- **The purpose of this grant is to increase the capacity of districts to support instructional continuity and virtual learning to close instructional gaps.**



# Grant Focus



- **FOCUS AREA 1: Professional Development**
  - Teachers will receive professional development opportunities to support online learning.
- **FOCUS AREA 2: Extra Duty Pay**
  - Students will have an opportunity to participate in virtual enrichment and intervention opportunities.
- **FOCUS AREA 3: Materials and Supplies**
  - Students will be provided materials to support virtual learning.



# *Total Grant Amount*



**\$18,000.00**

**Grant Start Date: 4/19/2020 <sup>152</sup> Grant End Date: 7/30/2021**

# Questions



L. Consider the approval of 2020-2021 Memorandum of Understanding between Lancaster ISD and the Dallas County Juvenile Justice Alternative Education Program (DCJJAEP) - FODA(LEGAL)-(G1, G3)

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# Lancaster ISD Board Agenda

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**Meeting Type:** Regular

**Meeting Date:** 8/13/2019

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**Category:** Consent Agenda

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**Item Name:** Approval of Service Agreement with DCJJAEP

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**Related Goals (District and/or Strategic):** Goal 3: Campus Safety

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**Currently Budgeted?**  Yes  No  No Budgetary Impact  
(If Yes, description provided under Fiscal Implications.)

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**Attachments:**  Yes  No

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**Primary Contact Person:** Dr. Elijah Granger

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**Presenter and District Contact:** Dr. Dameon Gray

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**Explanation:** This is the renewal agreement for the 2020-2021 school year.

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**Intended Audience:** District Stakeholders, Administrators and Students.

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**Impact or Expected Outcome:** Students that commit Mandatory and Discretionary violations of the Code of Conduct will have continuous FAPE in an alternate setting.

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**Recommendation:** Board approval of the contract renewal.

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**Fiscal Implications and Funding Source:** District

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**Frequency Monitored:** Monthly

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**Projected Start Date:** 9/8/2019

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**Projected Completion Date: 5/28/2020**

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DCJJAEP MOU.pdf



# 2020-2021 Lancaster ISD Request Approval for DCJJAEP MOU 2020-2021



# DCJJAEP

The mission of the Dallas County Juvenile Department is to assist referred youth in becoming productive, law abiding citizens, while promoting public safety and victim restoration.



# Purpose

- Develop a set of moral values such honesty, integrity and good judgment.
- Maintain basic skills in mathematical, scientific, artistic, physical, and social.
- Develop an inquiring and discriminating mind and a desire for knowledge.
- Strong self-esteem and high personal expectation.
- Tolerance and respect for others.



# Cost

- All Districts must pay a \$3,000.00 annual administrative fee.
- The base rate for those students admitted to the JJAEP for the 2020 - 2021 school year is \$114.00 per student



# Participation DCJJAEP

Student Behavior	Number of Students
Discretionary	4
Mandatory	2
Total	6



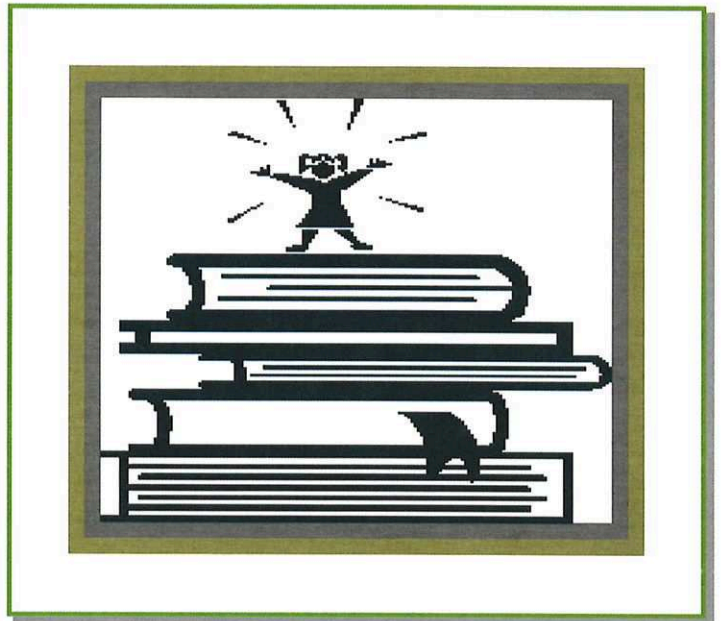
Questions?

2020 - 2021



**Dallas County  
Juvenile Justice  
Alternative Education  
Program**

**(DCJJAEP)**



**Memorandum  
of  
Understanding**

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

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

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

**RECITALS:**

**WHEREAS:**

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

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

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

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

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

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

### **SECTION ONE: DEFINITIONS**

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

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

### **SECTION TWO: STUDENT CODES OF CONDUCT**

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

program.

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

“Serious misbehavior” shall mean:

- (1) Deliberate violent behavior that poses a direct threat to the health or safety of others;
- (2) Extortion, meaning the gaining of money or other property by force or threat;
- (3) Conduct that constitutes coercion, as defined by Section 1.07, Penal Code; or
- (4) Conduct that constitutes the offense of:
  - (A) Public lewdness under Section 21.07, Penal Code;
  - (B) Indecent exposure under Section 21.08, Penal Code;
  - (C) Criminal mischief under Section 28.03, Penal Code;
  - (D) Personal hazing under Section 37.152; or
  - (E) Harassment of a student or district employee under Section 42.07(a) (1), Penal Code.

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

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

12 of this Agreement.

### **SECTION THREE: GOVERNANCE OF DCJJAEP**

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

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

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

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

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

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

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

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

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

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

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

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

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

**SECTION FOUR: STUDENT PLACEMENT IN DCJJAEP**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **SECTION FIVE: CASE REVIEW COMMITTEES**

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

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

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

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

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

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

## **SECTION SIX: SPECIAL EDUCATION**

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

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

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

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

## **SECTION SEVEN: ACADEMIC REVIEW AND TRANSITION**

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

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

year.

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

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

**SECTION EIGHT: ADMINISTRATION OF ALL REQUIRED STATE TESTING**

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

**SECTION NINE: DCJJAEP FACILITIES AND STAFFING**

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

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

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

#### **SECTION TEN: TRANSPORTATION**

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

#### **SECTION ELEVEN: RELEASE OF STUDENT AND JUVENILE RECORDS**

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

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

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

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

**SECTION TWELVE: FUNDING FOR DCJJAEP AND FISCAL AGENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

### **SECTION THIRTEEN: TERM OF MEMORANDUM OF UNDERSTANDING**

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

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

## **SECTION FOURTEEN: EXPEDITED MAGISTRATE SYSTEM**

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

## **SECTION FIFTEEN: MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

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

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

Dallas County Juvenile Justice Alternative Education Program  
(DCJJAEP)

Attachment A

Procedure for Students Receiving Special Education Services

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- I. School districts may only expel a student with disabilities in accordance with the Individuals with Disabilities Education Act (IDEA) provisions and regulations.

DCJJAEP placement may result if:

- A. The expellable behavior is not a manifestation of the student's disability;
  - B. The expellable behavior falls within one of the special circumstances recognized by the IDEA (drugs, weapons, or serious bodily injury) and the length of placement in the DCJJAEP does not exceed 45 days; or
  - C. The expellable behavior is a manifestation of the student's disability but the parent and the sending school district agree to a change of placement to the JJAEP as part of the modification of the behavior intervention plan. Notwithstanding the foregoing, the parties understand that no child with a disability who receives special education services may be placed in the DCJJAEP for solely educational purposes.
- II. The following procedures shall serve to establish a mechanism whereby DCJJAEP staff can communicate with, and provide input to, the ARD Committee regarding placement and the continuation of special education services to students while at the DCJJAEP.

Nothing in these Procedures shall be construed to relieve the DCJJAEP or the local education agency of its statutory obligations under Texas law to students eligible for special education services under the IDEA. Likewise, nothing in these Procedures shall be construed to create a duty on the participating sending districts to indemnify the DCJJAEP for any failure to provide services that the DCJJAEP is required to provide under this MOU.

DCJJAEP, pursuant to the Memorandum of Understanding Regarding Dallas County Juvenile Justice Alternative Education Program (the "MOU") as it may be modified from time to time and IDEA, shall provide special education instructional services in a full continuum of arrangements, as specified as appropriate in the student's IEP.

Per 34 CFR § 300.114 Least Restrictive Environment (LRE) requirements.

(a) General.

- (1) Except as provided in § 300.324(d)(2) (regarding children with disabilities in adult prisons), the State must have in effect policies and procedures to ensure that public agencies in the State meet the LRE requirements of this section and §§ 300.115 through 300.120.
- (2) Each public agency must ensure that
  - (i) To maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are nondisabled; and
  - (ii) Special classes, separate schooling, or other removal of children with disabilities from the regular educational environment occurs only if the nature or severity of the disability is such

Dallas County Juvenile Justice Alternative Education Program  
(DCJJAEP)

Attachment A

Procedure for Students Receiving Special Education Services

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that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

The student's IEP will include, as appropriate, a functional behavioral assessment (FBA), behavioral intervention services and modifications that are designed to provide instruction so that the behavior does not interfere with the ability of the student to receive an educational benefit.

- A. The sending school district will be responsible for the provision of related services as specified in the student's IEP. Also, if speech services are in the IEP, the sending District will send a speech services provider to the DCJJAEP to render those services.
  - B. The sending school district will conduct any required evaluation or re-evaluation and hold IEP meetings as appropriate.
- III. Upon enrollment of a student who receives special education services, the DCJJAEP Special Education Designee will notify the special education administration from the sending school district. The Designee will also notify special education administration when a student who is enrolled at DCJJAEP changes residence into a different school district.
- IV. During the time that the student is placed in the DCJJAEP, the sending school district and DCJJAEP agree as follows:
- A. The DCJJAEP special education teacher will review the IEP and inform the appropriate instructional staff regarding required IEP implementation, including identified accommodations and/or modifications needed to ensure progress toward the IEP. If a student's needs change, DCJJAEP staff shall notify the sending school district. The sending school district will promptly convene an ARD meeting with the appropriate school district staff and DCJJAEP staff to address the student's needs.
  - B. The DCJJAEP special education teacher shall provide the direct special education service as indicated on the IEP and provide indirect service to the regular instructional staff regarding implementation of the IEP according to the frequency and duration of service as indicated on the student's IEP and in compliance with IDEA 2004 statutory requirements.
  - C. The sending school district is responsible for periodic monitoring of students' performance at DCJJAEP.
    - 1. Parents of students who receive special education services must receive progress reports at least as often as parents of regular education students or as identified in the student's current IEP documents. Such progress report must be based on progress on IEP goals and objectives and is in addition to the grade report.
    - 2. The DCJJAEP special education teacher shall assist in monitoring and documenting the progress of students who receive special education services. DCJJAEP will provide the sending school district information pertaining to each student's progress. This shall be a copy of the LEA's designated reporting period (6 or 9 weeks) IEP progress report sent to parents by DCJJAEP.

Dallas County Juvenile Justice Alternative Education Program  
(DCJJAEP)

Attachment A

Procedure for Students Receiving Special Education Services

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- V. The DCJJAEP Special Education Designee shall notify the special education administration of the sending school district at least three weeks prior to the return of a student to the district. The sending school district shall convene an ARD committee meeting including DCJJAEP general and special education staff and other required members to consider exit and transition to the sending school district. The DCJJAEP shall provide to the ARD committee:
1. Data related to present levels of academic achievement and functional performance
  2. Recommendations of updated goals and objectives based on progress monitoring reports
  3. Recommendations for proposed goals and objectives
  4. Student's current report card and transcript
  5. Summary of successful behavioral interventions
- VI. DCJJAEP administration shall ensure and document that all staff are trained annually and adhere to legal requirements of confidentiality.
- DCJJAEP administrators shall ensure and document that all staff are trained annually and adhere to IDEA requirements and state regulations.

Dallas County Juvenile Justice Alternative Education Program  
(DCJJAEP)  
Attachment B

Procedure for Students Receiving Special Education Services  
With  
English as a Second Language (ESL)

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- I. School districts may only expel a student with English as a Second language if:
  - The school district provided due process in a language that the student and the parent understood.
  - The notification of ESL education is communicated to the DCJJAEP so that a continuity of instruction will occur.
- II. The DCJJAEP must provide ESL instruction with a certified teacher.
  - The sending school will send required information (last LPAC) to help with the student's instruction.
  - Parents of students who receive ESL instruction must receive progress reports at least as often as parents of regular education students.
- III. The student will take the TELPAS oral and written test. Results will be received by the home school and shared with the parents as required by law.

2020 – 2021

**Dallas County Juvenile Justice Alternative Education Program  
(DCJJAEP)**

**Attachment B**

**Procedures for Students with English as a Second Language**

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- I. School districts may only expel a student with English as a Second language if:
  - The school district provided due process in a language that the student and the parent understood
  - The notification that a student is receiving language acquisition support/services is communicated to the DCJJAEP so that a continuity of instruction will occur
  
- II. The DCJJAEP must provide ESL instruction with a certified teacher.
  - The sending school will send required information (LPAC and grade records, applicable interventions, etc.) to help with the student's instruction
  - Parents of students who receive ESL services must receive progress reports at least as often as parents of regular education students in a language they understand
  
- III. The students who are enrolled with DCJJAEP at the time of the TELPAS testing window, will take all four domains of the TELPAS language proficiency assessment. Results will be received by the home school and shared with the parents as required by law.

**APPROVED:**

**DALLAS COUNTY JUVENILE BOARD**

BY: \_\_\_\_\_  
CHAIR, DALLAS COUNTY  
JUVENILE BOARD

DATE: \_\_\_\_\_

**REGION 10 EDUCATION SERVICE CENTER**

BY: \_\_\_\_\_  
REGION 10 EDUCATION  
SERVICE CENTER

DATE: \_\_\_\_\_

**CARROLLTON-FARMERS BRANCH  
INDEPENDENT SCHOOL DISTRICT**

BY: \_\_\_\_\_  
CARROLLTON-FARMERS BRANCH  
INDEPENDENT SCHOOL DISTRICT

DATE: \_\_\_\_\_

**CEDAR HILL INDEPENDENT  
SCHOOL DISTRICT**

BY: \_\_\_\_\_  
CEDAR HILL INDEPENDENT  
SCHOOL DISTRICT

DATE: \_\_\_\_\_

**COPPELL INDEPENDENT SCHOOL DISTRICT**

BY: \_\_\_\_\_  
COPPELL INDEPENDENT SCHOOL  
DISTRICT

DATE: \_\_\_\_\_

**DALLAS INDEPENDENT SCHOOL DISTRICT**

BY: \_\_\_\_\_  
DALLAS INDEPENDENT SCHOOL  
DISTRICT

DATE: \_\_\_\_\_

**DE SOTO INDEPENDENT SCHOOL DISTRICT**

BY: \_\_\_\_\_  
DE SOTO INDEPENDENT SCHOOL  
DISTRICT

DATE: \_\_\_\_\_

**DUNCANVILLE INDEPENDENT SCHOOL  
DISTRICT**

BY: \_\_\_\_\_  
DUNCANVILLE INDEPENDENT  
SCHOOL DISTRICT

DATE: \_\_\_\_\_

**GARLAND INDEPENDENT SCHOOL DISTRICT**

BY: \_\_\_\_\_  
GARLAND INDEPENDENT  
SCHOOL DISTRICT

DATE: \_\_\_\_\_

**GRAND PRAIRIE INDEPENDENT SCHOOL  
DISTRICT**

BY: \_\_\_\_\_  
GRAND PRAIRIE INDEPENDENT  
SCHOOL DISTRICT

DATE: \_\_\_\_\_

2020 - 2021

Dallas County Juvenile Justice Alternative Education Program (DCJJAEP) Memorandum of Understanding (MOU)

Once approved, please return this sheet only to:

Evelyn Glenn, Region 10 ESC, 400 E. Spring Valley Rd., Richardson, TX 75081 5101

E - mail: [evelyn.glenn@region10.org](mailto:evelyn.glenn@region10.org)

FAX to: 972.348.1079

**APPROVED:**

**HIGHLAND PARK INDEPENDENT SCHOOL DISTRICT**

BY: \_\_\_\_\_  
HIGHLAND PARK INDEPENDENT  
SCHOOL DISTRICT

DATE: \_\_\_\_\_

**IRVING INDEPENDENT SCHOOL DISTRICT**

BY: \_\_\_\_\_  
IRVING INDEPENDENT SCHOOL  
DISTRICT

DATE: \_\_\_\_\_

**LANCASTER INDEPENDENT SCHOOL DISTRICT**

BY: \_\_\_\_\_  
LANCASTER INDEPENDENT  
SCHOOL DISTRICT

DATE: \_\_\_\_\_

**MESQUITE INDEPENDENT SCHOOL DISTRICT**

BY: \_\_\_\_\_  
MESQUITE INDEPENDENT  
SCHOOL DISTRICT

DATE: \_\_\_\_\_

**RICHARDSON INDEPENDENT SCHOOL DISTRICT**

BY: \_\_\_\_\_  
RICHARDSON INDEPENDENT  
SCHOOL DISTRICT

DATE: \_\_\_\_\_

**SUNNYVALE INDEPENDENT SCHOOL DISTRICT**

BY: \_\_\_\_\_  
SUNNYVALE INDEPENDENT  
SCHOOL DISTRICT

DATE: \_\_\_\_\_

**APPROVED AS TO FORM**

\_\_\_\_\_  
Attorney for Region 10 Education Service Center

DATE: \_\_\_\_\_

2020 - 2021

Dallas County Juvenile Justice Alternative Education Program (DCJJAEP) Memorandum of Understanding (MOU)

Once approved, please return this sheet only to:  
Evelyn Glenn, Region 10 ESC, 400 E. Spring Valley Rd., Richardson, TX 75081 - 5101  
E-mail: [evelyn.glenn@region10.org](mailto:evelyn.glenn@region10.org)  
FAX to: 972.348.1079

M. Consider the approval of the 2020-2021 Student Code of Conduct - FO(LEGAL and LOCAL)-( G3,G4)

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# Lancaster ISD Board Agenda

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**Meeting Type:** Regular

**Meeting Date:** 8/13/2020

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**Category:** Consent Agenda

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**Item Name:** Approval of SCOC

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**Related Goals (District and/or Strategic):** Goal 3: Campus Safety

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**Currently Budgeted?**  Yes  No  No Budgetary Impact  
(If Yes, description provided under Fiscal Implications.)

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**Attachments:**  Yes  No

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**Primary Contact Person:** Dr. Elijah Granger

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**Presenter and District Contact:** Dr. Dameon Gray

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**Explanation:** Approval of the Student Code of Conduct

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**Intended Audience:** District Stakeholders, Administrators and Students.

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**Impact or Expected Outcome:** Campus safety and security

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**Recommendation:** Approval of the SCOC

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**Fiscal Implications and Funding Source:** None

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**Frequency Monitored:** Annually

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**Projected Start Date:** 9/8/2020

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**Projected Completion Date: 6/4/2020**

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# 2020-2021 Lancaster ISD Student Code of Conduct



The TASB *Model Student Code of Conduct (MSCOC)* is provided to Policy Service members to help maintain the district's local Student Code of Conduct, mandated by Chapter 37 of the Texas Education Code.

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



There are no changes to the 2020-2021 Lancaster ISD Student Code of Conduct



Questions?



Lancaster Independent School District

# Student Code of Conduct

**2020-2021**

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## Student Code of Conduct

### Purpose

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

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

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

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

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

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

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

## **School District Authority and Jurisdiction**

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

The district has disciplinary authority over a student:

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

## **Bullying and Harassment      FFI (LOCAL)**

*Note:* This policy addresses bullying or harassment of District students. For purposes of this policy, the term bullying includes cyberbullying.

For provisions regarding discrimination and harassment involving District students, see FFH. Note that FFI shall be used in conjunction with FFH for certain prohibited conduct. For reporting requirements related to child abuse and neglect, see FFG.

### **Bullying and Harassment Prohibited**

The Lancaster Independent School District prohibits bullying on school property, at school-sponsored or school-related activities, or in any vehicle operated by the district. Bullying is not tolerated. *Bullying* may include verbal or written expression, expression through electronic means, or physical conduct. Bullying of a student may also include hazing, threats, taunting, teasing, confinement, assault, demands for money, and destruction of property, theft of valued possessions, name-calling, rumor spreading, and ostracism.

*Harassment* of a student applies to all types of prohibited harassment, including harassment based on sex (with or without sexual conduct), race, color, religion, national origin, age, disability, and protected activity (i.e., opposition to prohibited discrimination or participation in the statutory complaint process). TASB Policy DIA (LOCAL)

## **Retaliation**

The District prohibits retaliation by a student or district employee against any person who, in good faith, makes a report of bullying or harassment, serves as a witness, or participates in an investigation.

Examples:

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

## **False Claim**

A student who intentionally makes a false claim, offers false statements, or refuses to cooperate with a district investigation regarding bullying or harassment, shall be subject to appropriate disciplinary action.

## **Timely Reporting**

Any student or parent of a student who believes that a student or another student has experienced bullying, or that a student has engaged in bullying, is encouraged to immediately report the incident to a teacher, counselor, principal, or other district employee. Any district employee who receives notice that a student has or may have experienced bullying shall immediately notify the campus principal or designee. Retaliation against anyone involved in the reporting process is a violation of district policy and is prohibited.

## **Reporting Procedures**

Students or parents may report an alleged incident of bullying, orally or in writing, to a teacher, counselor, principal or other district employee. Students or parents may contact campus personnel or a district-level administrator to obtain an incident report form that may be used to submit the report.

Anonymous reporting of bullying can be made online using the steps below:

1. Go to the Parents/Students Tab on the Lancaster ISD webpage.
2. Please click on Bullying under the letter "B"
3. Please fill out the form for your school

## **Employee Report**

Any District employee who suspects or receives notice that a student or group of students has or may have experienced bullying or harassment shall immediately notify the principal or designee.

## **Notice of Report**

When an allegation of bullying or harassment is reported, the principal or designee shall notify a parent of the alleged victim on or before the third business day after the incident is reported. The principal or designee shall also notify a parent of the student alleged to have engaged in the conduct within a reasonable amount of time after the incident is reported.

## **Prohibited Conduct**

The principal or designee shall determine whether the allegations in the report, if proven, would constitute prohibited conduct as defined by policy FFH Legal, including dating violence and harassment or discrimination on the basis of race, color, religion, sex, gender, national origin, or disability. If so, the District shall proceed under policy FFH Legal. If the allegations could constitute both prohibited conduct and bullying or harassment, the investigation under FFH Legal shall include a determination on each type of conduct.

### **Investigation of Report**

The principal or designee shall conduct an appropriate investigation based on the allegations in the report. The principal or designee shall promptly take interim action calculated to prevent bullying or harassment during the course of an investigation, if appropriate.

### **Concluding the Investigation**

Absent extenuating circumstances, the investigation should be completed within ten District business days from the date of the initial report alleging bullying or harassment; however, the principal or designee shall take additional time, if necessary, to complete a thorough investigation.

The principal or designee shall prepare a final, written report of the investigation. The report shall include a determination of whether bullying or harassment occurred, and if so, whether the victim used reasonable self-defense. A copy of the report shall be sent to the Superintendent or designee.

### **Notice to Parents**

If an incident of bullying or harassment is confirmed, the principal or designee shall promptly notify the parents of the victim and of the student who engaged in bullying or harassment.

### **District Action**

#### *Bullying or Harassment*

If the results of an investigation indicate that bullying or harassment occurred, the District shall promptly respond by taking appropriate disciplinary action in accordance with the District's Student Code of Conduct and may take corrective action reasonably calculated to address the conduct. The District may notify law enforcement in certain circumstances.

#### *Discipline*

A student who is a victim of bullying or harassment and who used reasonable self-defense in response to the bullying or harassment shall not be subject to disciplinary action.

The discipline of a student with a disability is subject to applicable state and federal law in addition to the Student Code of Conduct.

#### *Corrective Action*

Examples of corrective action may include a training program for the individuals involved in the complaint, a comprehensive education program for the school community, follow-up inquiries to determine whether any new incidents or any instances of retaliation have occurred, involving parents and students in efforts to identify problems and improve the school climate, increasing staff monitoring of areas where bullying or harassment has occurred, and reaffirming the District's policy against bullying or harassment.

### *Transfers*

The principal or designee shall refer to FDB (LOCAL) for transfer provisions.

### *Counseling*

The principal or designee shall notify the victim, the student who engaged in bullying or harassment, and any students who witnessed the bullying or harassment of available counseling options.

### *Improper Conduct*

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

### **Confidentiality**

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

### **Appeal**

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

### **Records Retention**

Retention of records shall be in accordance with CPC(LOCAL).

### **Access to Policy and Procedures**

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

### **Campus Behavior Coordinator**

As required by law, a person at each campus must be designated to serve as the campus behavior coordinator. The designated person may be the principal of the campus or any other campus administrator selected by the principal. The campus behavior coordinator is primarily responsible for maintaining student discipline.

### **Threat Assessment and Safe and Supportive School Team**

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

### **Searches**

District officials may conduct searches of students, their belongings, and their vehicles in accordance with state and federal law and district policy. Searches of students shall be conducted

in a reasonable and nondiscriminatory manner. Refer to the district's policies at FNF(LEGAL) and FNF(LOCAL) for more information regarding investigations and searches.

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

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

### **Reporting Crimes**

The principal or campus behavior coordinator and other school administrators as appropriate shall report crimes as required by law and shall call local law enforcement when an administrator suspects that a crime has been committed on campus.

### **Security Personnel**

To ensure sufficient security and protection of students, staff, and property, the board employs police officers and security personnel. In accordance with law, the board has coordinated with the campus behavior coordinator and other district employees to ensure appropriate law enforcement duties are assigned to security staff. The law enforcement duties of district peace officers are listed in policy CKE(LOCAL). The law enforcement duties of district security personnel are to: monitor and patrol district property; provide security and protection for students, staff, and visitors; and prevent property loss due to theft and/or vandalism. The law enforcement duties of district security personnel are to: monitor and patrol district property; provide security and protection for students, staff, and visitors; and prevent property loss due to theft and/or vandalism.

### **“Parent” Defined**

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

### **Participating in Graduation Activities**

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

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

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

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

## **Unauthorized Persons**

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

1. The person poses a substantial risk of harm to any person; or
2. The person behaves in a manner that is inappropriate for a school setting, and the person persists in the behavior after being given a verbal warning that the behavior is inappropriate and may result in refusal of entry or ejection.

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

See **DAEP—Restrictions During Placement** on page 25, for information regarding a student assigned to DAEP at the time of graduation.

## **Standards for Student Conduct**

Each student is expected to:

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

## **General Conduct Violations**

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

### **Disregard for Authority**

Students shall not:

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

### **Mistreatment of Others**

Students shall not:

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

## **Property Offenses**

Students shall not:

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

## **Possession of Prohibited Items**

Students shall not possess or use:

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

**Note:** For weapons and firearms, see DAEP Placement and Expulsion. In most circumstances, possession of these items is punishable by mandatory expulsion under federal or state law.

### **Possession of Telecommunications or Other Electronic Devices**

Students shall not:

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

### **Illegal, Prescription, and Over-the-Counter Drugs**

Students shall not:

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

### **Misuse of Technology Resources and the Internet**

Students shall not:

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

- Send, post, deliver, or possess electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another’s reputation, or illegal, including cyberbullying and “sexting,” either on or off school property, if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.
- Use the Internet or other electronic communication to engage in or encourage illegal behavior or threaten school safety, including off school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.
- Students are not permitted to use the internet, recording devices, mobile or other electronic form of communication to engage in or encourage illegal or prohibited behavior, threaten school safety, causes substantial disruption to the educational environment, or infringes on the right of privacy (FERPA) of another student at school or off-campus.”

### **Safety Transgressions**

Students shall not:

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

### **Miscellaneous Offenses**

Students shall not:

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

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

## **Discipline Management Techniques**

Discipline shall be designed to improve conduct and to encourage students to adhere to their responsibilities as members of the school community. Disciplinary action shall draw on the professional judgment of teachers and administrators and on a range of discipline management techniques, including restorative discipline practices for all grades especially PreK-2. Discipline shall be correlated to the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, the effect of the misconduct on the school environment, and statutory requirements.

### **Students with Disabilities**

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

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

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

### **Techniques**

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

- Verbal correction, oral or written.
- Cooling-off time or "time-out."
- Seating changes within the classroom or vehicles owned or operated by the district.
- Temporary confiscation of items that disrupt the educational process.
- Rewards or demerits.
- Behavioral contracts.
- Counseling by teachers, school counselors, or administrative personnel.
- Parent-teacher conferences.
- Behavior coaching.
- Anger management classes.
- Mediation (victim-offender).
- Classroom circles.
- Family group conferencing.
- Grade reductions for cheating, plagiarism, and as otherwise permitted by policy.
- Detention, including outside regular school hours.
- Sending the student to the office or other assigned area, or to in-school suspension.

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

### **Prohibited Aversive Techniques**

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

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

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

### **Notification**

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

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

### **Appeals**

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

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

## **Removal from the School Bus**

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

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

Consequences for bus misbehavior include the following in progressive order. Administrators may accelerate the consequence based on the incident:

- Verbal conference with student
- Assigned seat
- Lunch Detention
- After School Detention
- ISS up to 3 days
- OSS up to 3 days
- Bus suspension, 3days, 1-week, 6-weeks, year

Parents will be notified by the campus administrator regarding bus discipline

## Removal from the Regular Educational Setting

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

### Routine Referral

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

### Formal Removal

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

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

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

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

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

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

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

### Returning a Student to the Classroom

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

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

## **Out-of-School Suspension**

### **Misconduct**

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

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

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

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

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

### **Process**

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

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

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

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

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

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

### **Coursework During Suspension**

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

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

## **Disciplinary Alternative Education Program (DAEP) Placement**

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

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

Summer programs provided by the district shall serve students assigned to a DAEP in conjunction with other students.

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

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

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

### **Discretionary Placement: Misconduct That May Result in DAEP Placement**

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

#### **Misconduct Identified in State Law**

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

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

In accordance with state law, a student **may** be placed in a DAEP if the superintendent or the superintendent's designee has reasonable belief (see glossary) that the student has engaged in

conduct punishable as a felony, other than aggravated robbery or those listed as offenses in Title 5 (see glossary) of the Texas Penal Code, that occurs off school property and not at a school-sponsored or school-related event, if the student's presence in the regular classroom threatens the safety of other students or teachers or will be detrimental to the educational process.

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

### **Mandatory Placement: Misconduct That Requires DAEP Placement**

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

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

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

### **Sexual Assault and Campus Assignments**

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

### **Process**

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

### ***Conference***

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

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

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

### ***Consideration of Mitigating Factors***

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

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

### ***Placement Order***

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

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

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

### ***Coursework Notice***

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

### ***Length of Placement***

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

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

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

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

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

### ***Exceeds One Year***

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

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

### ***Exceeds School Year***

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

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

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

### ***Exceeds 60 Days***

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

### **Appeals**

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

Student or parent appeals regarding a student's placement in a DAEP should be addressed in accordance with FNG (LOCAL). A copy of this policy may be obtained from the principal's office, the campus behavior coordinator's office, the central administration office, or through Policy On Line at the following address: <https://www.lancasterisd.org/>

Appeals shall begin at Level 1 with the principal.

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

### **Restrictions During Placement**

State law prohibits a student placed in a DAEP for reasons specified in state law from attending or participating in school-sponsored or school-related extracurricular activities.

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

### **Placement Review**

A student placed in a DAEP or JJAEP under these circumstances is entitled to a review of his or her status, including academic status, by the campus behavior coordinator or board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall have the opportunity to present arguments for the student's return to the regular classroom or campus.

### **Additional Misconduct**

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

### **Notice of Criminal Proceedings**

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

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

If a student was placed in a DAEP for such conduct, on receiving the notice from the prosecutor, the superintendent or designee shall review the student's placement and schedule a review with the student's parent no later than the third day after the superintendent or designee receives notice from the prosecutor. The student may not be returned to the regular classroom pending the review.

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

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

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

### **Withdrawal during Process**

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

### **Newly Enrolled Students**

The district shall place a newly enrolled student expelled from another district or an open-enrollment charter school directly into a DAEP until the period of the expulsion is completed.

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

### **Emergency Placement Procedure**

When an emergency placement is necessary because the student's behavior is so unruly, disruptive, or abusive that it seriously interferes with classroom or school operations, the student shall be given oral notice of the reason for the action. No later than the tenth day after the date of the placement, the student shall be given the appropriate conference required for assignment to a DAEP.

### **Transition Services**

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

## **Placement and/or Expulsion for Certain Offenses**

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

### **Registered Sex Offenders**

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

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

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

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

### ***Review Committee***

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

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

### ***Newly Enrolled Student***

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

### ***Appeal***

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

### **Certain Felonies**

Regardless of whether placement or expulsion is required or permitted by one of the reasons in the DAEP Placement or Expulsion sections, in accordance with Education Code 37.0081, a student **may** be expelled and placed in either DAEP or JJAEP if the board or campus behavior

coordinator makes certain findings and the following circumstances exist in relation to aggravated robbery or a felony offense under Title 5 (see glossary) of the Penal Code. The student must:

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

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

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

### ***Hearing and Required Findings***

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

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

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

### ***Length of Placement***

The student is subject to the placement until:

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

### ***Placement Review***

A student placed in a DAEP or JJAEP under these circumstances is entitled to a review of his or her status, including academic status, by the campus behavior coordinator or board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall have the opportunity to present arguments for the student's return to the regular classroom or campus.

*Newly Enrolled Students*

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

## **Expulsion**

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

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

### **Discretionary Expulsion: Misconduct That May Result in Expulsion**

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

#### ***Any Location***

A student **may** be expelled for:

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

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

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

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

### ***Within 300 Feet of School***

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

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

### ***Property of Another District***

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

### ***While in DAEP***

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

1. Deliberate violent behavior that poses a direct threat to the health or safety of others;
2. Extortion, meaning the gaining of money or other property by force or threat;
3. Conduct that constitutes coercion, as defined by Section 1.07, Penal Code; or
4. Conduct that constitutes the offense of:

- a. Public lewdness under Penal Code 21.07
- b. Indecent exposure under Penal Code 21.08
- c. Criminal mischief under Penal Code 28.03
- d. Hazing under Education Code 37.152; or
- e. Harassment under Penal Code 42.07(a)(1) of a student or district employee.

**Mandatory Expulsion: Misconduct That Requires Expulsion**

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

***Under Federal Law***

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

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

***Under the Penal Code***

- Unlawfully carrying on or about the student’s person the following, in the manner prohibited by Penal Code 46.02:
  - A handgun, defined by state law as any firearm designed, made, or adapted to be used with one hand. (See glossary)
  - Note: A student may not be expelled solely on the basis of the student’s use, exhibition, or possession of a firearm that occurs at an approved target range facility that is not located on a school campus, while participating in or preparing for a school-sponsored, shooting sports competition or a shooting sports educational activity that is sponsored or supported by the Parks and Wildlife Department, or a shooting sports sanctioning organization working with the department. [See policy FNCG (LEGAL).]
  - A location-restricted knife, as defined by state law. (See glossary.)
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined in state law. (See glossary.)
- Behaving in a manner that contains elements of the following offenses under the Texas Penal Code:
  - Aggravated assault, sexual assault, or aggravated sexual assault.
  - Arson. (See glossary.)
  - Murder, capital murder, or criminal attempt to commit murder or capital murder.
  - Indecency with a child.
  - Aggravated kidnapping.
  - Aggravated robbery.
  - Manslaughter.

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

### **Under Age Ten**

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

### **Process**

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

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

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

### ***Hearing***

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

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

The board of trustees delegates to the *superintendent's designee* authority to conduct hearings and expel students.

### ***Board Review of Expulsion***

After the due process hearing, the expelled student may request that the board review the expulsion decisions. The student or parent must submit a written request to the superintendent within seven days after receipt of the written decision. The superintendent must provide the

student or parent written notice of the date, time, and place of the meeting at which the board will review the decision.

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

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

### ***Expulsion Order***

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

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

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

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

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

### **Length of Expulsion**

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

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

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

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

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

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

### **Withdrawal During Process**

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

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

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

### **Additional Misconduct**

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

### **Restrictions During Expulsion**

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

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

### **Newly-Enrolled Students**

The district shall place a newly enrolled student expelled from another district or an open-enrollment charter school directly into a DAEP until the period of the expulsion is completed.

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

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

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

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

### **Emergency Expulsion Procedures**

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

### **DAEP Placement of Expelled Students**

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

### **Transition Services**

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

## Glossary

**Abuse** is improper or excessive use.

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

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

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

**Arson** is defined in part by Penal Code 28.02 as:

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

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

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

**Bullying** is defined in Section 37.0832 of the Education Code as a single significant act or a pattern of acts by one or more students directed at another student that exploits an imbalance of

power and involves engaging in written or verbal expression, expression through electronic means, or physical conduct that:

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

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

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

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

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

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

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

**Cyberbullying** is defined by Section 37.0832 of the Education Code as bullying that is done through the use of any electronic communication device, including through the use of a cellular or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an internet website, or any other internet-based communication tool.

**Dangerous drug** is defined by Health and Safety Code 483.001 as a device or a drug that is unsafe for self-medication and that is not included in Schedules I through V or Penalty Groups 1 through 4 of the Texas Controlled Substances Act. The term includes a device or drug that

federal law prohibits dispensing without prescription or restricts to use by or on the order of a licensed veterinarian.

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

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

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

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

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

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

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

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

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

1. Cause action by an official or volunteer agency organized to deal with emergencies;
2. Place a person in fear of imminent serious bodily injury; or
3. Prevent or interrupt the occupation of a building, room, or place of assembly.

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

1. Any weapon (including a starter gun) that will, is designed to, or may readily be converted to expel a projectile by the action of an explosive;
2. The frame or receiver of any such weapon;
3. Any firearm muffler or firearm weapon; or
4. Any destructive device, such as any explosive, incendiary or poison gas bomb, or grenade.

Such term does not include an antique firearm.

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

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

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

**Harassment** includes:

1. Conduct that meets the definition established in district policies DIA(LOCAL) and FFH(LOCAL);
2. Conduct that threatens to cause harm or bodily injury to another person, including a district student, employee, board member, or volunteer; is sexually intimidating; causes physical damage to the property of another student; subjects another student to physical confinement or restraint; or maliciously and substantially harms another student's physical or emotional health or safety, as defined in Section 37.001(b)(2) of the Education Code; or
3. Conduct that is punishable as a crime under Penal Code 42.07, including the following types of conduct if carried out with the intent to harass, annoy, alarm, abuse, torment, or embarrass another:

Initiating communication and, in the course of the communication, making a comment, request, suggestion, or proposal that is obscene, as defined by law;

Threatening, in a manner reasonably likely to alarm the person receiving the threat, to inflict bodily injury on the person or to commit a felony against the person, a member of the person's family or household, or the person's property;

Conveying, in a manner reasonably likely to alarm the person receiving the report, a false report, which is known by the conveyor to be false, that another person has suffered death or serious bodily injury; and

Sending repeated electronic communications in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another.

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

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

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

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

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

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

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

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

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

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

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

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

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

**Prohibited weapon** under Penal Code 46.05(a) means:

1. The following items unless registered with the U.S. Bureau of Alcohol, Tobacco, Firearms, and Explosives or otherwise not subject to that registration requirement or unless the item is classified as a curio or relic by the U.S. Department of Justice:

- An explosive weapon;
- A machine gun;
- A short-barrel firearm;

1. Armor-piercing ammunition;
2. A chemical dispensing device;

3. A zip gun;
4. A tire deflation device;
5. An improvised explosive device; or
6. A firearm silencer, unless classified as a curio or relic by the U.S. Department of Justice or the actor otherwise possesses, manufactures, transports, repairs, or sells the firearm silencer in compliance with federal law.

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

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

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

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

**Serious misbehavior means:**

1. Deliberate violent behavior that poses a direct threat to the health or safety of others;
2. Extortion, meaning the gaining of money or other property by force or threat;
3. Conduct that constitutes coercion, as defined by Section 1.07, Penal Code; or
4. Conduct that constitutes the offense of:

Public lewdness under Penal Code 21.07;

Indecent exposure under Penal Code 21.08;

Criminal mischief under Penal Code 28.03;

Hazing under Education Code 37.152; or

Harassment under Penal Code 42.07(a)(1) of a student or district employee.

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

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

- Falsification of records, passes, or other school-related documents.
- Refusal to accept discipline assigned by the teacher or principal.

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

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

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

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

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

- Murder, manslaughter, or homicide under Sections 19.02, – .05;
- Kidnapping under Section 20.03;
- Trafficking of persons under Section 20A.02;
- Smuggling or continuous smuggling of persons under Sections 20.05 – .06;
- Assault under Section 22.01;
- Aggravated assault under Section 22.02;
- Sexual assault under Section 22.011;
- Aggravated sexual assault under Section 22.021;
- Unlawful restraint under Section 20.02;
- Continuous sexual abuse of a young child or children under Section 21.02;
- Bestiality under Section 21.09;
- Improper relationship between educator and student under Section 21.12;
- Voyeurism under Section 21.17;
- Indecency with a child under Section 21.11;
- Invasive visual recording under Section 21.15;
- Disclosure or promotion of intimate visual material under Section 21.16;
- Sexual coercion under Section 21.18;

- Injury to a child, an elderly person, or a disabled person of any age under Section 22.04;
- Abandoning or endangering a child under Section 22.041;
- Deadly conduct under Section 22.05;
- Terroristic threat under Section 22.07;
- Aiding a person to commit suicide under Section 22.08; and
- Tampering with a consumer product under Section 22.09.

[See FOC(EXHIBIT).]

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

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

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

**Signature Page**

**Student Code of Conduct Acknowledgement**

Dear Student and Parent:

As required by state law, the Board of Trustees has officially adopted the Student Code of Conduct in order to promote a safe and orderly learning environment for every student.

We urge you to read this publication thoroughly and to discuss it with your family. If you have any questions about the required conduct and consequences for misconduct, we encourage you to ask for an explanation from the student's campus administrator.

The student and parent should each sign this page in the space provided below, and then return the page to the student's school.

Thank you.

Dr. Elijah Granger,  
Superintendent of Schools

We acknowledge that we have received a copy of the Lancaster ISD Student Code of Conduct for the 2020-2021 school year and understand that students will be held accountable for their behavior and will be subject to the disciplinary consequences outlined in the Code.

Print name of student: \_\_\_\_\_

Signature of student: \_\_\_\_\_

Print name of parent: \_\_\_\_\_

Signature of parent: \_\_\_\_\_

Date: \_\_\_\_\_

School: \_\_\_\_\_

Grade level: \_\_\_\_\_

PLEASE SIGN THIS PAGE, REMOVE IT, AND RETURN IT TO THE STUDENT'S  
SCHOOL. THANK YOU.



N. Consider approval of the TASB Localized Policy Update 115:

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# Lancaster ISD Board Agenda

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**Meeting Type:** Regular

**Meeting Date:** 8/13/2020

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**Category:** Consent Agenda

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**Item Name:** Consider approval of TASB Policy Update 115.

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**Related Goals (District and/or Strategic):** Goal 1: Improve Student Performance

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**Currently Budgeted?** Yes No No Budgetary Impact X  
(If Yes, description provided under Fiscal Implications.)

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**Attachments:**  Yes  No

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**Primary Contact Person:** Pamela Brown

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**Presenter and District Contact:** Pamela Brown

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**Explanation:** TASB has made recommendations for changes to local policy with Update 115.

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**Intended Audience:** Stakeholders

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**Impact or Expected Outcome:** Approval of the recommended changes will align local policies with legal policies.

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**Recommendation:** Approval

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**Fiscal Implications and Funding Source:** None

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**Frequency Monitored:** Ongoing

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**Projected Start Date:** Immediately upon board approval

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**Projected Completion Date:** Ongoing

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# Vantage Points

## A Board Member's Guide to Update 115

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

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

For questions, contact Policy Service at [policy.service@tasb.org](mailto:policy.service@tasb.org), call us at 800-580-7529, or visit our website at [policy.tasb.org](http://policy.tasb.org).

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

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

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

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

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

## **Section B—Local Governance**

### **Board Policy**

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

## **Section D—Personnel**

### **Compensation and Benefits**

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

### **Discrimination, Harassment, and Retaliation**

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

Other revisions address the new Title IX regulations and:

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

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

**Section E—  
Instruction**

**Academic  
Achievement**

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

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

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

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

## **Section F— Students**

### **Admissions**

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

### **Attendance Accounting**

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

### **Child Abuse and Neglect**

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

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

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

### **Discrimination, Harassment, and Retaliation**

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

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

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

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

**Student and Parent Complaints**

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

**Section G—Community and Governmental Relations**

**Public Complaints**

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

**Miscellaneous Deletions**

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

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

*A message from TASB Governmental Relations*

### **TASB Advocates for Public Schools**

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

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

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

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

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

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

**Mission Statement**

~~The mission of Lancaster ISD, in collaboration with parents and communities, is to ignite learning that translates into sustainable success for all students in an ever-changing society. Empowering ALL students' purpose and passion through quality education.~~

**Vision Statement**

~~All students achieve self-sustaining success and leave a lasting legacy. Every graduate a success!~~

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

**Organization**

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

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

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

**Terms**

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

[See AB for District name terminology.]

**Harmony with Law**

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

Severability

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

**Policy Development**

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

**Official Policy Manual**

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

**Adoption and Amendment**

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

BOARD POLICIES

BF  
(LOCAL)

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

TASB Localized  
Updates

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

COMPENSATION AND BENEFITS  
VACATIONS AND HOLIDAYS

DED  
(LOCAL)

~~Paid-Vacation~~  
~~DaysLeave~~

~~Eligible employees~~A full-time at-will maintenance and operations employee in ~~positions~~a position normally requiring ~~12 months~~12 months of service ~~annually~~who has been employed by the District for more than one year but fewer than three years shall ~~re-~~ceive ~~earn a maximum of five~~ paid vacation leave days per year at the rate of 3.33 hours per full calendar month of employment. Paid vacation leave shall not be provided during the first year of employment.

~~A full-time at-will maintenance and operations employee in accord-~~ance a position normally requiring 12 months of service and employed 250 or more work days per year between July 1 and June 30 by the District for more than three years shall earn a maximum of ten paid vacation leave days per year at the rate of 6.67 hours per full calendar month of employment.

~~An eligible employee shall be expected to use paid vacation leave days during the duty year in which the days are earned. For purposes of this policy, the duty year is defined as July 1 through June 30. Vacation days shall be made available at the first pay period of each school year. An employee may carry over a maximum of five paid vacation leave days from one duty year to the next, but shall forfeit the days carried over if not used by July 1 of the succeeding school year.~~

~~The District shall not pay an employee for any unused vacation leave when the employee separates from service with~~ administrative regulations that address the District. The District shall deduct from an employee's pay any paid leave taken but not yet earned as of the date of separation. If an employee separates from employment before the last duty day of the school year, the employee's final paycheck will be reduced for vacation leave taken but not earned beyond his or her pro rata entitlement for the school year.

~~An employee shall not earn paid vacation leave under this policy during the time an employee is absent from work on unpaid leave due to illness or injury of any kind.~~

~~Limitation on Use of~~  
~~Vacation Leave~~

~~Vacation leave shall not be granted to an at-will maintenance and operations employee on the following days unless approved by the executive director of maintenance and operations:~~

- ~~1. Eligibility criteria;~~
- ~~2. Accrual rates and availability;~~
- ~~3. Request and approval processes;~~
- ~~4. Accumulation and carryover limits; and~~

5. Treatment of vacation days upon separation from service.

~~The day before or after a school holiday.~~

~~The first or last week of the school year.~~

~~Days on which end-of-semester and end-of-year exams are scheduled.~~

~~Days on which state-mandated assessments are scheduled.~~

~~Professional or staff development days.~~

**Holidays**

~~Eligible Full-time at will maintenance and operations employees in positions normally requiring at least 250 days of service annually 250 or more work days per year shall receive be granted ten paid holidays in accordance a calendar year. Time worked on a holiday with the approval of the employee's duty schedule and administrative regulations supervisor shall be compensated by other time off or paid at a rate of time and one half, at the discretion of the supervisor.~~

~~[See DEAB for overtime pay provisions.] Maintenance/environmental services department employees shall have the following holidays, with actual dates to be determined by the District:~~

<del>Independence Day</del>	<del>One day</del>
<del>Labor Day</del>	<del>One day</del>
<del>Thanksgiving</del>	<del>Two days</del>
<del>Winter Holiday</del>	<del>Two days</del>
<del>New Year</del>	<del>One day</del>
<del>Martin Luther King, Jr., Day</del>	<del>One day</del>
<del>Spring Holiday</del>	<del>One day</del>
<del>Memorial Day</del>	<del>One day</del>

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

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**Definitions**

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

**Statement of Nondiscrimination**

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

**Discrimination**

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

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

**Prohibited Conduct**

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

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

**Prohibited Harassment**

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

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

Examples

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

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

**Sex-Based Harassment**

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

**Sexual Harassment**

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

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

Examples

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

~~Retaliation~~

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

~~Examples~~

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

~~Prohibited Conduct~~

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

**Reporting Procedures**

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

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

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

**Definition of District Officials**

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

Title IX Coordinator

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

ADA / Section 504 Coordinator

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

Superintendent

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

**Alternative Reporting Procedures**

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

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

**Timely Reporting**

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

**Notice of Report**

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

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

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

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

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

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

#### Initial Assessment

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

#### Interim Action

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

#### District Investigation

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

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

#### Concluding the Investigation

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

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

#### District Action

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

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

#### Confidentiality

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

**Appeal**

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

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

**Response to Sexual Harassment—Title IX**

General Response

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

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

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

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

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

Title IX Formal Complaint Process

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

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

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

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

Standard of  
Evidence

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

**Retaliation**

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

**Examples**

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

**Records Retention**

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

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

**Access to Policy and Procedures**

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

PROFESSIONAL DEVELOPMENT  
PROFESSIONAL MEETINGS AND VISITATIONS

DMD  
(LOCAL)

**Meetings,  
Conferences, and  
Workshops**

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

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

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

**Release Time**

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

**Certificate of Coursework Completion**

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

**Partial Credit**

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

**Full Credit**

When a student's combined average for the two semesters of a course is 70 or higher, the student shall be awarded one full credit even if the grade for one semester is below 70.

~~**Withdrawal or Late Enrollment**~~

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

- ~~1. Individualized work.~~
- ~~2. Tutorial sessions.~~
- ~~3. Testing to verify mastery of the essential knowledge and skills.~~
- ~~4. Early final examinations.~~

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

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

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

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

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

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

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

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

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**Section 504**

Committees

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

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

Referrals

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

Notice and Consent

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

Evaluation and Placement

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

Review and Reevaluation Procedure

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

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

Examining Records

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

Right to Impartial Hearing

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

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

Records Retention

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

**Persons Age 21 and Over**

The District shall admit persons ~~who are at least age~~ ~~between~~ 21 and ~~under age~~ 26 ~~years of age~~ for the purpose of completing the requirements for a high school diploma, as long as age-appropriate facility space is available.

**Registration Forms**

The student's parent, legal guardian, or other person having lawful control shall annually complete registration forms. A student who has reached age 18 shall be permitted to complete these forms.

Proof of Residency

At the time of initial registration and on an annual basis thereafter, the parent, guardian, or other person having lawful control of the student under order of a court shall present proof of residency in accordance with administrative regulations developed by the Superintendent. The District may investigate stated residency as necessary.

**Minor Living Apart**

Person Standing in Parental Relation

A minor student residing in the District but whose parent, guardian, or other person having lawful control under a court order does not reside in the District shall present a power of attorney or an authorization agreement as provided in Chapter 34 of the Family Code assigning responsibility for the student in all school-related matters to an adult resident of the District.

Misconduct

A minor student living apart who has engaged in misconduct that results in any of the consequences found in Education Code 25.001(d) shall not be permitted to attend a District school.

Exceptions

Based on an individual student's circumstance, the Superintendent shall have authority to grant exceptions to the requirement for a power of attorney or authorization agreement and to the exclusion for misconduct.

Extracurricular Activities

The Superintendent shall determine whether a minor student living apart is present in the District for the primary purpose of participating in extracurricular activities.

**Nonresident Student in Grandparent's After-School Care**

The parent and grandparent of a nonresident student requesting admission under Education Code 25.001(b)(9) shall provide to the Superintendent the required information on the grandparent's residency and complete a form provided by the District describing the extent of after-school care to be provided by the grandparent.

The Superintendent shall have authority to approve or deny such admissions requests in accordance with criteria approved by the Board.

**"Accredited" Defined**

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

**Grade-Level Placement**

Accredited Schools

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

Nonaccredited Schools

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

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

**Transfer of Credit**

Accredited Texas Public Schools

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

Other Accredited or Nonaccredited Schools

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

Transition Assistance

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

[See EI]

**Withdrawal**

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

Lancaster ISD  
057913

ADMISSIONS

FD  
(LOCAL)

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

**Attendance  
Accounting System**

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

Alternative  
Attendance-  
Taking Recording  
Time

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

**Parental Consent to  
Leave Campus**

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

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

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

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

**Training**

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

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

**Reporting Child  
Abuse and Neglect**

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

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

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

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

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

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

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

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

### Restrictions on Reporting

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

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

### Making a Report

Reports may be made to any of the following:

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

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

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

### Confidentiality

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

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

**Immunity**

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

**Failing to Report Suspected Child Abuse or Neglect**

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

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

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

**Responsibilities Regarding Investigations**

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

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

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

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

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

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**Statement of Nondiscrimination**

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

**Discrimination**

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

**Prohibited Conduct**

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

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

**Prohibited Harassment**

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

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

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

Examples

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

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

### Sex-Based Harassment

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

#### Sexual Harassment By an Employee

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

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

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

#### By Others

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

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

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

Examples

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

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

**Gender-Based Harassment**

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

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

Examples

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

**Dating Violence**

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

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

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

Examples

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

~~Retaliation~~

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

~~Examples~~

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

~~False Claim~~

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

~~Prohibited Conduct~~

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

**Reporting  
Procedures**

Student Report

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

STUDENT WELFARE  
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH  
(LOCAL)

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

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

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

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

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

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

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

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

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

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

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

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

*Notification of Outcome*

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

**District Action**

Prohibited Conduct

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

*Corrective Action*

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

Bullying

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

Improper Conduct

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

**Confidentiality**

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

**Appeal**

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

**Response to Sexual  
Harassment–Title IX**

General Response

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

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

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

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

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

Title IX Formal  
Complaint Process

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

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

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

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

Standard of  
Evidence

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

Retaliation

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

Examples

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

False Claim

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

**Records Retention**

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

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

**Access to Policy and Procedures**

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

STUDENT ACTIVITIES  
CONTESTS AND COMPETITION

FMF  
(LOCAL)

**UIL Activities**

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

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

**Athletic Program**

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

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

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

**Non-UIL Activities**

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

**Overnight Trips**

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

## Complaints

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

### Other Complaint Processes

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

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

STUDENT RIGHTS AND RESPONSIBILITIES  
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG  
(LOCAL)

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

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

**Notice to Students and Parents**

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

**Guiding Principles**

Informal Process

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

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

Formal Process

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

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

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

**Freedom from Retaliation**

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

**General Provisions**

Filing

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

STUDENT RIGHTS AND RESPONSIBILITIES  
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG  
(LOCAL)

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

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

Costs Incurred

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

Complaint and Appeal Forms

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

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

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

**Level One**

Complaint forms must be filed:

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

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

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

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

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

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

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

## **Level Two**

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

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

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

The Level One record shall include:

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

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

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

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

### **Level Three**

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

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

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

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

The Level Two record shall include:

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

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

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

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

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

STUDENT RIGHTS AND RESPONSIBILITIES  
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG  
(LOCAL)

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

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

**Complaints**

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

Other Complaint Processes

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

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

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

**Guiding Principles**

Informal Process

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

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

Formal Process

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

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

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

**Freedom from Retaliation**

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

**General Provisions**

Filing

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

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

Scheduling  
Conferences

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

Response

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

Days

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

Representative

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

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

Consolidating  
Complaints

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

Untimely Filings

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

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

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

Costs Incurred

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

Complaint and  
Appeal Forms

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

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

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

**Level One**

Complaint forms must be filed:

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

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

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

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

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

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

## **Level Two**

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

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

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

The Level One record shall include:

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

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

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

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

### Level Three

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

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

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

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

The Level Two record shall include:

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

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

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

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

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

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

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

1. AE(LOCAL): EDUCATIONAL PHILOSOPHY
2. BF(LOCAL): BOARD POLICIES
3. DED(LOCAL): COMPENSATION AND BENEFITS - VACATIONS AND HOLIDAYS
4. DIA(LOCAL): EMPLOYEE WELFARE - FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION
5. DMD(LOCAL): PROFESSIONAL DEVELOPMENT - PROFESSIONAL MEETINGS AND VISITATIONS
6. EI(LOCAL): ACADEMIC ACHIEVEMENT
7. FB(LOCAL): EQUAL EDUCATIONAL OPPORTUNITY
8. FD(LOCAL): ADMISSIONS
9. FEB(LOCAL): ATTENDANCE - ATTENDANCE ACCOUNTING
10. FFG(LOCAL): STUDENT WELFARE - CHILD ABUSE AND NEGLECT
11. FFH(LOCAL): STUDENT WELFARE - FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION
12. FMF(LOCAL): STUDENT ACTIVITIES - CONTESTS AND COMPETITION
13. FNG(LOCAL): STUDENT RIGHTS AND RESPONSIBILITIES - STUDENT AND PARENT COMPLAINTS/GRIEVANCES
14. GF(LOCAL): PUBLIC COMPLAINTS

11. **Action Items**

- A. Discussion and possible approval of the HB3 Early Childhood and CCMR Goals - EA(LEGAL)-(G1)

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# Lancaster ISD Board Agenda

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**Meeting Type:** Regular

**Meeting Date:** 8/13/2020

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**Category:** Action Agenda

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**Item Name:** Approval of HB3 Board Goals

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**Related Goals (District and/or Strategic):** Goal 1: Improve Student Performance

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**Currently Budgeted?** Yes No  No Budgetary Impact  
(If Yes, description provided under Fiscal Implications.)

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**Attachments:**  Yes  No

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**Primary Contact Person:** Dr. Elijah Granger

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**Presenter and District Contact:** Patonia Bell

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**Explanation:** The Texas Commission recommended establishing a Pre-k through 12th grade board goals with two key check points.

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**Intended Audience:** District Stakeholders, Administrators and Students.

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**Impact or Expected Outcome:** Increase student achievement and post-secondary readiness.

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**Recommendation:** Approval

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**Fiscal Implications and Funding Source:** None

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**Frequency Monitored:** Annually

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**Projected Start Date:** 9/8/2020

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**Projected Completion Date:** 8/31/2024

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# LISD HB3 & CCMR Board Goals

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SUPERINTENDENT OF SCHOOLS

DR. ELIJAH GRANGER

# 60x30TX



In keeping in alignment with the state’s ultimate 60 x 30 Texas goal, the commission recommended establishing a Pre-k through 12th grade board goals with two key check points. \_\_\_\_\_

One check point in 3rd grade and the other at high school graduation.

In addition, the commission recommended that each public school be required to:

1. Develop local board goals for 3rd grade and high school graduation.
2. Review 5 year goals annually.
3. Post plans annually on the district website.
4. Disaggregate data over various student groups.
5. Close gaps in a targeted group: Our targeted group is the Eco Disadvantaged group and as district our goal is to close gaps by 10% in 3<sup>rd</sup> grade and CCMR by 2024.

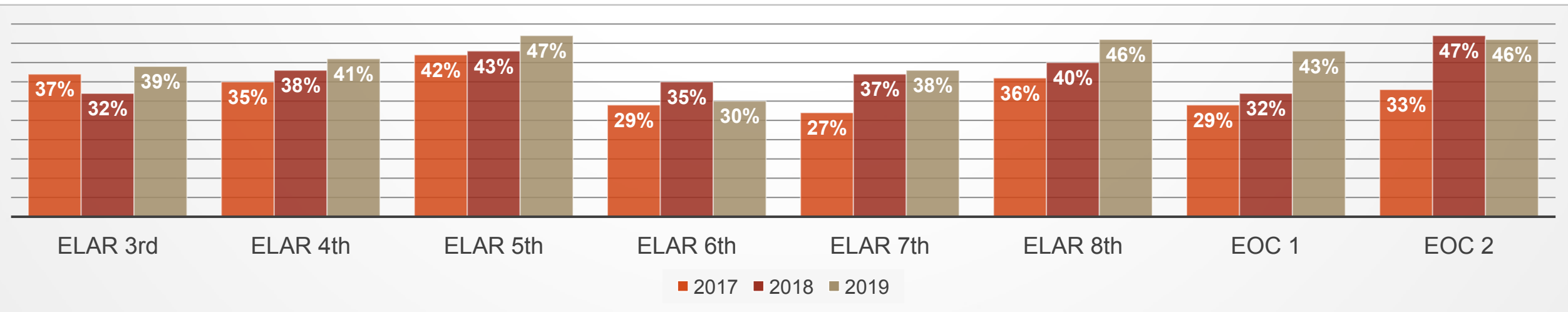


# Early Childhood and CCMR Targets

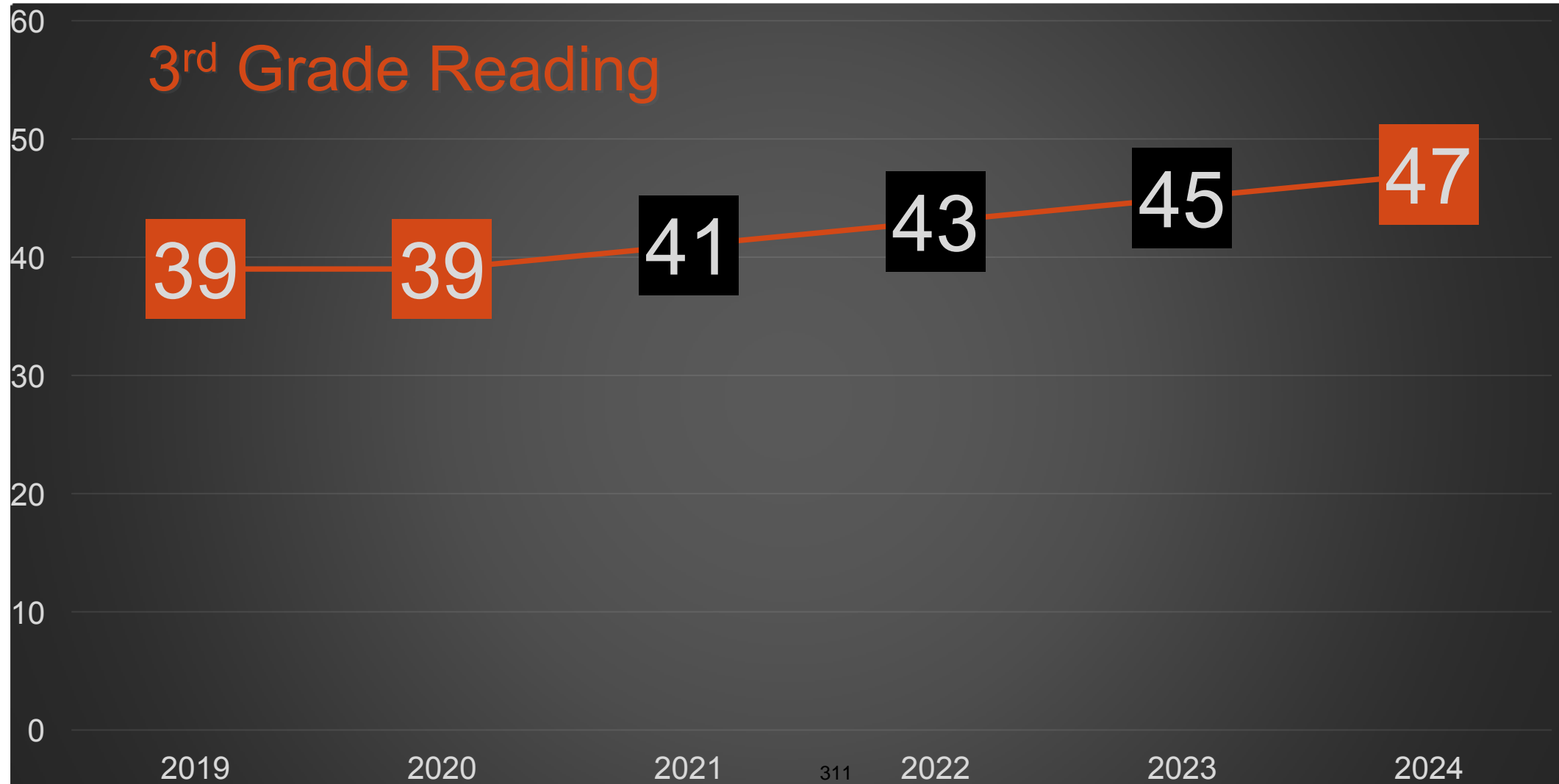


# Objective A: Early Literacy (Reading)

Percent of students in grade 3 demonstrating early literacy as measured by meets level performance on STAAR Reading will increase from 39% to 47% by year 2024.

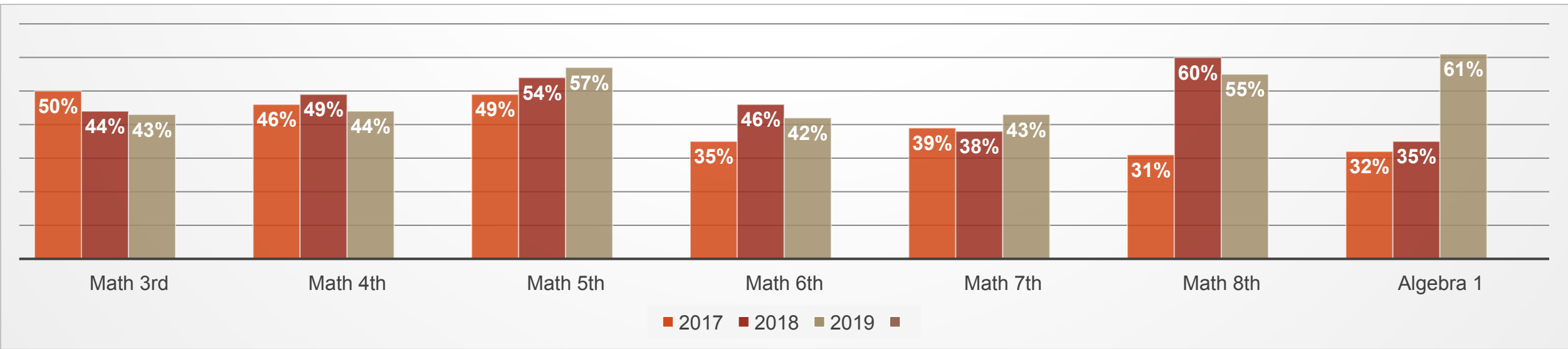


# Objective A: Early Literacy (Reading)

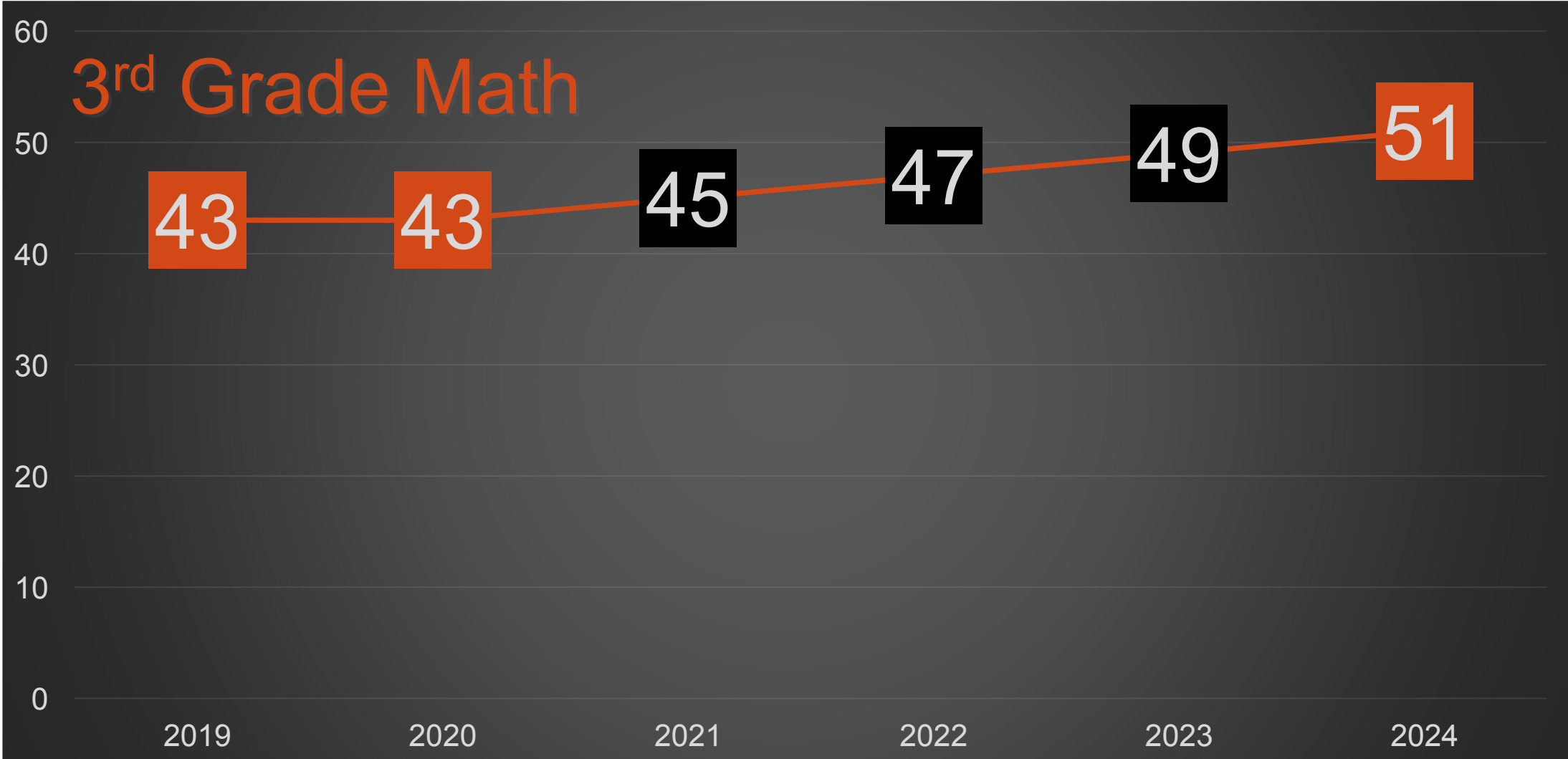


# Objective B: Mathematical Proficiency

Percent of students in grade 3<sup>rd</sup> demonstrating mathematical proficiency as measured by meets performance level on STAAR Math will increase from 43% to 51% by year 2024.

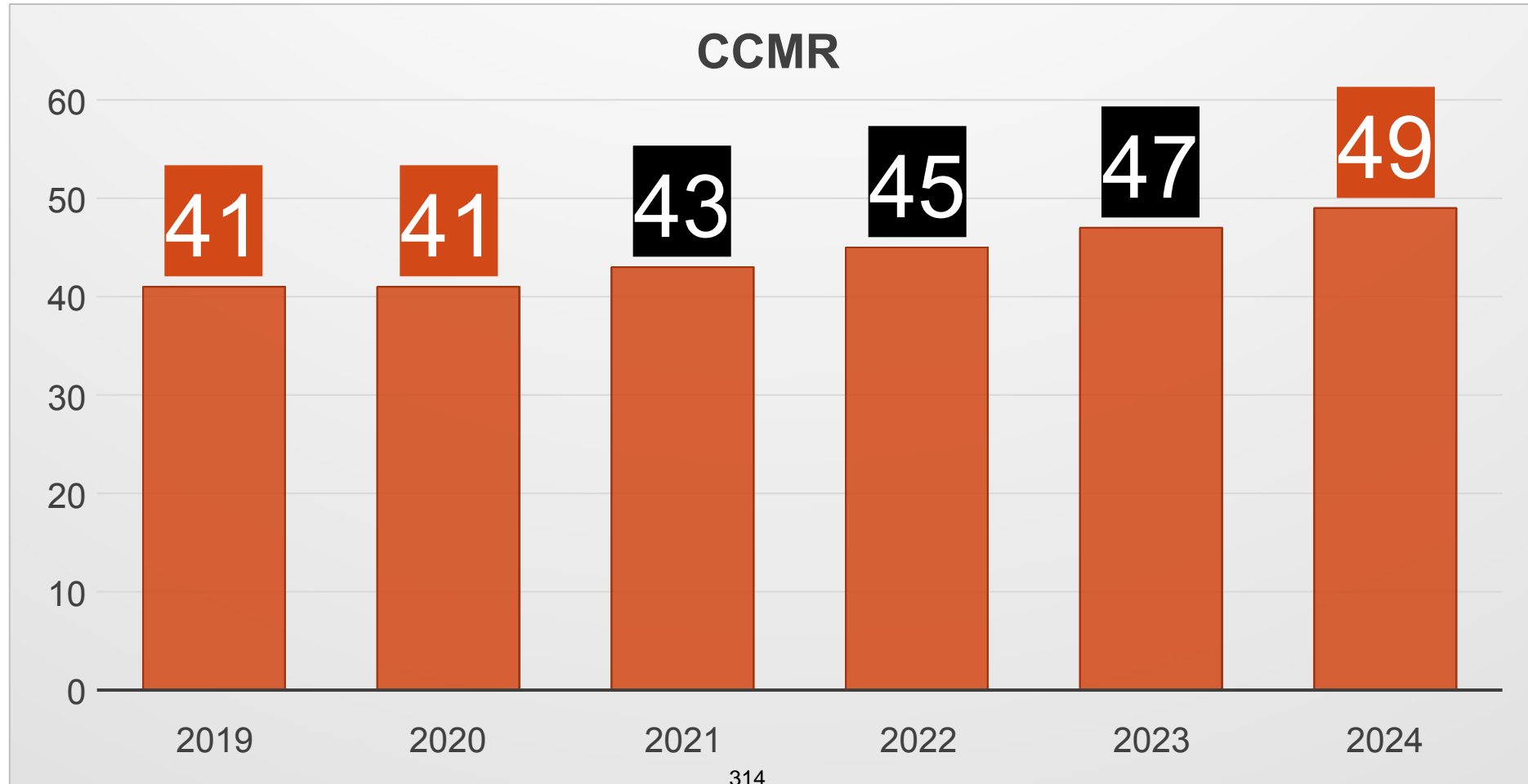


# Obj. B: Mathematical Proficiency

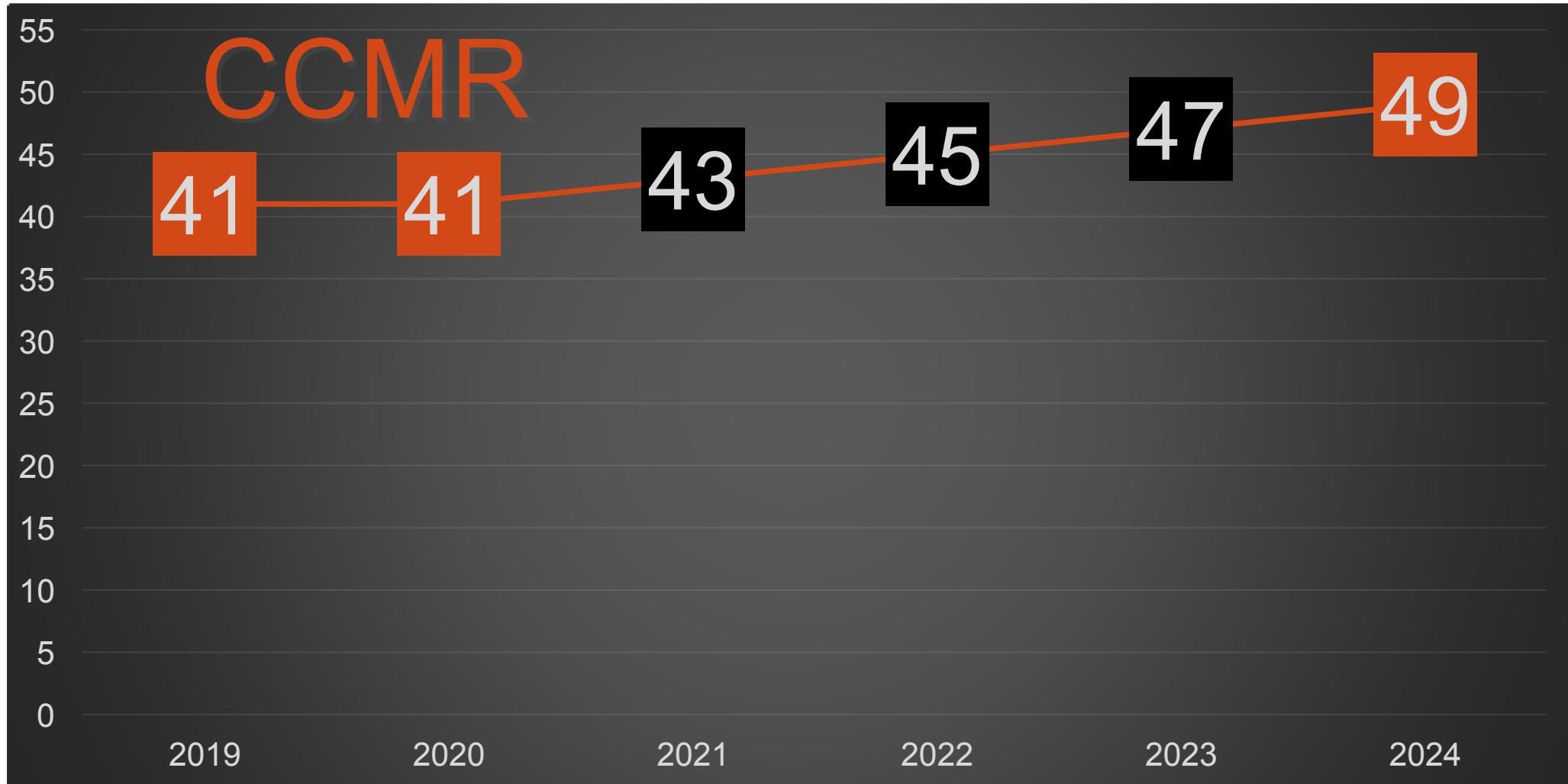


## Obj. C: CCMR – College, Career, and Military Ready Graduates

Percent of students in grade 12<sup>th</sup> demonstrating CCMR readiness as measured by the state performance level will increase from 41% raw score to 49% raw score by year 2024.



# Obj. C: CCMR – College, Career and Military Ready Graduates





B. Discussion and possible approval of the Lancaster ISD Election Order and Notice for November 3, 2020 due to the Postponement of the May General Election because of COVID-19- BBBA(LEGAL)-(G4)

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# Lancaster ISD Board Agenda

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**Meeting Type:** Regular

**Meeting Date:** 8/13/2020

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**Category:** Action Item

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**Item Name:** Ordering General Election Nov 3, 2020.

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**Related Goals (District and/or Strategic):** Goal 4: Improve Internal and External Communication

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**Currently Budgeted?**  Yes  No  No Budgetary Impact  
(If Yes, description provided under Fiscal Implications.)

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**Attachments:**  Yes  No

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**Primary Contact Person:** Dr. Elijah Granger, Superintendent

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**Presenter:** Mrs. Ellen Clark, Board President

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**Explanation:** Ordering general election for November 3, 2020 due postponement of May 2, 2020 Election by order of the Governor.

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**Intended Audience:** Internal/External

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**Impact or Expected Outcome:** N/A

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**Recommendation:** N/A

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**Fiscal Implications and Funding Source:** State law requires annual elections of school board members. General budget.

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**Frequency Monitored:** Annually

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**District Contact:** Mrs. Margo Enriquez

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**ORDER OF ELECTION  
LANCASTER INDEPENDENT SCHOOL DISTRICT**

On March 18, 2020, the Governor issued a proclamation suspending certain provisions of the Texas Election Code and the Texas Water Code to allow all local political subdivisions utilizing the May 2, 2020 uniform election date to postpone their election to the November 3, 2020 uniform election date.

An election is hereby ordered to be held on November 3, 2020 for the purpose of:

Electing to the Board of Trustees of the Lancaster Independent School District one trustee each for positions designated as Single Member District 2, 4, 5 and 7 for a full three-year term.

Applications for a place on the ballot shall be filed by Friday, February 14, 2020 at 5:00 p.m.

Early voting by personal appearance will be conducted as follows:

**Lancaster Veterans Memorial Library 1600 Veterans Memorial Parkway, Lancaster, TX 75134**

<i>October 13 - 16, 2020</i>	<i>(Tuesday through Friday)</i>	<i>7:00 AM – 7:00 PM</i>
<i>October 17, 2020</i>	<i>(Saturday)</i>	<i>7:00 AM – 7:00 PM</i>
<i>October 18, 2020</i>	<i>(Sunday)</i>	<i>1:00 PM – 6:00 PM</i>
<i>October 19 - 23, 2020</i>	<i>(Monday through Friday)</i>	<i>7:00 AM – 7:00 PM</i>
<i>October 24, 2020</i>	<i>(Saturday)</i>	<i>7:00 AM – 7:00 PM</i>
<i>October 25, 2020</i>	<i>(Sunday)</i>	<i>1:00 PM – 6:00 PM</i>
<i>October 26 – 30, 2020</i>	<i>(Monday through Friday)</i>	<i>7:00 AM – 7:00 PM</i>

(Please visit [dallascountyvotes.org/early-voting-information/](http://dallascountyvotes.org/early-voting-information/) for additional early voting locations)

Applications for ballot by mail shall be mailed to:

*Toni Pippins-Poole, Joint Election Early Voting Clerk*

(Name of Early Voting Clerk)

*Dallas County Elections - 1520 Round Table Dr., Dallas, TX 75247*

(Address)

*evapplications@dallascounty.org*

(Email address)

*214-819-6303*

(Fax)

Applications for absentee ballots by mail must be received no later than the close of business on:

Friday, October 23, 2020.

Issued this the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
School Board President

\_\_\_\_\_  
School Secretary

\_\_\_\_\_  
School Board Vice President

**ÓRDEN DE ELECCIÓN  
PARA EL DISTRITO ESCOLAR INDEPENDIENTE DE LANCASTER**

El día 18 de marzo de 2020, el gobernador emitió una proclamación suspendiendo las disposiciones del Código Electoral de Texas para permitir que las subdivisiones políticas pospongan sus elecciones locales de 2020. Esto significa que los gobiernos locales ahora tienen la capacidad de posponer sus elecciones del 2 de mayo de 2020 hasta el 3 de noviembre de 2020.

Por la presente se ordena que se llevará a cabo una elección el 3 de noviembre de 2020 con el propósito de:

Elegir a la Mesa Directiva del Distrito Escolar Independiente de Lancaster un fideicomisario para cada uno de los siguientes puestos designados al Distrito 2, 4, 5, y 7 de un solo miembro para un plazo completo de tres años.

La solicitud para un lugar en la boleta deberá ser presentada antes del: viernes 14 de febrero de 2020 a las 5:00 p.m.

La votación adelantada en persona se llevará a cabo de la siguiente manera:

**Lancaster Veterans Memorial Library 1600 Veterans Memorial Parkway, Lancaster, TX 75134**

<i>Octubre 13 - 16, 2020</i>	<i>(martes a viernes)</i>	<i>7:00 AM – 7:00 PM</i>
<i>Octubre 17, 2020</i>	<i>(sábado)</i>	<i>7:00 AM – 7:00 PM</i>
<i>Octubre 18, 2020</i>	<i>(domingo)</i>	<i>1:00 PM – 6:00 PM</i>
<i>Octubre 19 - 23, 2020</i>	<i>(lunes a viernes)</i>	<i>7:00 AM – 7:00 PM</i>
<i>Octubre 24, 2020</i>	<i>(sábado)</i>	<i>7:00 AM – 7:00 PM</i>
<i>Octubre 25, 2020</i>	<i>(domingo)</i>	<i>1:00 PM – 6:00 PM</i>
<i>Octubre 26 – 30, 2020</i>	<i>(lunes a viernes)</i>	<i>7:00 AM – 7:00 PM</i>

(Por favor, visite [dallascountyvotes.org/early-voting-information/](http://dallascountyvotes.org/early-voting-information/) para lugares adicionales de votación anticipada)

Las solicitudes para boletas que se votarán en ausencia por correo deberán enviarse a:

*Toni Pippins-Poole, Joint Election Early Voting Clerk*

(Nombre del Secretario(a) de Votación Adelantada)

*Dallas County Elections - 1520 Round Table Dr., Dallas, TX 75247*

(Dirección)

*evapplications@dallascounty.org*

(Correo electrónico)

*214-819-6303*

(Fax)

Las solicitudes para boletas que se votarán en ausencia por correo deberán recibirse a más tardar al cierre de las horas hábiles el: viernes, 23 de octubre de 2020.

Emitida este día \_\_\_\_\_ de \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
Presidente/a de la Mesa Directiva

\_\_\_\_\_  
Secretaria/o de la Mesa Directiva

\_\_\_\_\_  
Vice Presidente/a de la Mesa Directiva

\_\_\_\_\_  
Miembro de la Mesa Directiva

C. Discussion and possible approval of the Updated Resolution Delegating Authority to the Superintendent During the Extended COVID-19 Emergency - (G4)

322



# Lancaster ISD Board Agenda

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**Meeting Type:** Regular

**Meeting Date:** 8/13/2020

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**Category:** Action Item

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**Item Name:** Discussion and possible approval of the Resolution for Delegation of Authority to the Superintendent During the Extended COVID-19 Emergency

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**Related Goals (District and/or Strategic):** Goal 4: Improve Internal and External Communication

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**Currently Budgeted?** Yes No No Budgetary Impact X  
(If Yes, description provided under Fiscal Implications.)

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**Attachments:**  Yes  No

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**Primary Contact Person:** Dr. Elijah Granger

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**Presenter and District Contact:** Dr. Elijah Granger

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**Explanation:** The resolution will authorize the superintendent to address district needs without board approval in light of COVID-19.

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**Intended Audience:** Stakeholders

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**Impact or Expected Outcome:** Approval of the resolution will authorize the superintendent to address district needs without board approval in light of COVID-19.

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**Recommendation:** Approval

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**Fiscal Implications and Funding Source:** None

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**Frequency Monitored:** Ongoing

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**Projected Start Date:** Immediately upon board approval

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**Projected Completion Date:** The situation will have to be monitored in light of COVID-19.

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Dr. Elijah Granger  
*Superintendent*

**RESOLUTION OF THE BOARD OF TRUSTEES OF  
THE LANCASTER INDEPENDENT SCHOOL DISTRICT REGARDING DELEGATION OF  
AUTHORITY DURING THE EXTENDED COVID-19 EMERGENCY**

**WHEREAS**, the Board is authorized by Texas Education Code § 11.151(b) to govern and oversee the public schools of the District;

**WHEREAS**, on March 13, 2020, the Governor of the State of Texas, Greg Abbott, declared a statewide emergency, and, later that same day, the President of the United States declared a national emergency (“Disaster Declaration”) regarding COVID-19;

**WHEREAS**, on July 10, 2020, Governor Abbott issued a proclamation extending his Disaster Declaration for all Texas counties in response to COVID-19;

**WHEREAS**, the Board acknowledges that the Texas Commissioner of Education has previously mandated the physical re-opening of schools for the upcoming 2020-21 school year;

**WHEREAS**, as a result of the Commissioner of Education’s directive, District employees will necessarily be instructed to report for work during the course of the COVID-19 virus emergency;

**WHEREAS**, due to increased community spread there will be a greatly enhanced risk of parent, student, and employee illness during the COVID-19 emergency, arising from the current level of contagion within the County when combined with the need for Commissioner-directed activities requiring public interaction;

**WHEREAS**, the Lancaster Independent School District Board of Trustees (Board) recognizes that officials in the City of Lancaster and Dallas County have declared an emergency regarding the potential spread of coronavirus/COVID-19 (hereafter “COVID-19”) and that the territory included in Lancaster Independent School District (Lancaster ISD) is within the areas where an emergency has been declared;

**WHEREAS**, the Board recognizes that COVID-19 is an unforeseen and unavoidable emergency of urgent public necessity, that the World Health Organization has declared COVID19 a pandemic, and that additional emergency declarations may follow in the coming days and weeks;



Dr. Elijah Granger  
*Superintendent*

**WHEREAS**, the Board has a substantial public interest in protecting the health and safety of its students, staff, and community and therefore desires to ensure that the school district and community are prepared to the fullest extent possible to protect the health and safety of students, staff, and community in light of COVID-19;

**WHEREAS**, the Board seeks to retain its employees, reduce turnover, increase morale, help employees focus on work-related matters while at work, and facilitate the return to duty of employees if schools are closed and believes that an additional public purpose exists in doing so;

**WHEREAS**, Lancaster ISD is committed to continuing to provide educational services to its students and plans to leverage existing resources to do so;

**WHEREAS**, the Board acknowledges that during an emergency closure, many District employees are instructed not to report for work, and other employees may be called upon to provide emergency-related services;

**WHEREAS**, Board finds that a need exists to address wage payments for employees who are idled and those required to work during emergency closures;

**WHEREAS**, the Board acknowledges that during an epidemic, District employees may exhaust available state and local leave days;

**WHEREAS**, the Board finds that a need exists to address additional leave in the circumstance of an epidemic;

**WHEREAS**, the Board concludes that providing additional paid leave to all regular employees—contractual and noncontractual, salaried and non-salaried—who are sick or instructed not to report to work by Lancaster ISD as a result of an epidemic serves the public purposes of protecting students and staff, and maintaining morale;

**WHEREAS**, the Board believes the public purposes described above are fulfilled by efficiently and effectively making certain delegations, as described more fully herein, to the Superintendent to address this ever-changing emergency situation in the best interest of the health, safety, and well-being of its students, staff, community, and the citizenship at-large.

**IT IS THEREFORE RESOLVED THAT** the Board of Trustees of the Lancaster Independent School District finds a substantial public purpose exists in protecting the health and safety of its students, staff, and community and therefore in ensuring that the school district and community are prepared to the



Dr. Elijah Granger  
*Superintendent*

fullest extent possible to protect the health and safety of students, staff, and community in light of COVID-19.

In furtherance of the public purposes so stated in this Resolution, the Board makes the following delegations to the Superintendent and designee(s) in order to efficiently and effectively prepare the school district in response to the declarations of emergency announced by the City of Lancaster, Dallas County, and State of Texas, as well as in preparation for the potential declarations of emergencies by other local, state, and/or national and international officials:

1. The authority to act in the place of the Board under Board Policy DEA(LOCAL) and thus make all decisions regarding employee leave and compensation during an emergency closure, to implement the provisions of Board Policies DEA(LOCAL) and DEC (LOCAL) and to make determinations regarding the purpose and parameters of leave and any such compensation;
2. The authority to extend paid leave for reasons listed under one through three of the Families First Coronavirus Act (FFCRA) until the Governor's Disaster Declaration due to COVID-19 has ended;
3. The authority to make decisions regarding the compensation of exempt and non-exempt employees and substitutes and on call employees during an emergency closure;
4. The authority to alter the Lancaster ISD 2020-2021 school calendar by changing and/or adding school/instructional hours and work/school days as necessitated by any emergency closure or related concerns;
5. The authority to create guidelines and make determinations regarding absences, leave time, leave days, and compensation of any employee who is instructed not to report to work by Lancaster ISD and/or quarantined as a result of COVID19 and/or who tests positive for COVID-19 and who presents appropriate medical documentation regarding themselves and/or an immediate family member, in the sole discretion of the Superintendent or designee(s), in compliance with Texas and federal law;
6. The authority to seek any necessary waivers from the Texas Education Agency without further action of the Board of Trustees regarding missed instructional days, low attendance, or any matters related to the emergency closures as part of this Resolution;



Dr. Elijah Granger  
*Superintendent*

7. The authority to declare a catastrophe and take all actions as appropriate in accordance with Texas Government Code Section 552.233 regarding temporary suspension of the Texas Public Information Act;
8. The authority to procure, negotiate, and execute contracts for goods and services as needed to purchase new equipment and supplies to ensure a smooth learning process. In addition the authority to procure, negotiate, and execute contracts for goods and services as needed to mitigate, prevent, restore, and repair damage caused to Lancaster ISD equipment, personal property, and facilities or to protect the safety of Lancaster Independent School District students and staff, given that the emergency of COVID-19 and its potential spread constitutes an unforeseen emergency/matter of urgent public necessity, and the delays posed by competitive procurement of contracts necessary to restore, replace, and/or repair equipment, personal property, and/or school facilities will prevent or substantially impair the conduct of classes or other essential school activities;
9. The authority to provide educational services to its students via non-traditional methods such as an e-learning platform;
10. In the event other waivers or immediate action is needed, the Superintendent is authorized to take other action and to submit/apply for other waivers in accordance with guidance and instructions from the national and state authorities and/or agencies;
11. The authority to approve probationary, term, and non-chapter 21 contracts for the 2021-2022 School Year;
12. The authority to temporarily amend Board Policy EIC (LOCAL) regarding the computation of class ranking for seniors scheduled to graduate in May of 2021; and
13. The authority to temporarily amend Board Policy EIF (LOCAL) regarding graduation requirements for seniors scheduled to graduate in May of 2021.

Adopted on this the \_\_\_\_\_ day of \_\_\_\_\_ 2020, by the Lancaster ISD Board of Trustees:



Dr. Elijah Granger  
*Superintendent*

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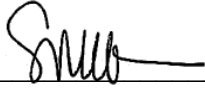
**Ellen Clark**  
President, Board of Trustees

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**Rhonda Davis**  
Secretary, Board of Trustees

12. Adjournment

This notice was posted in compliance with the Texas Open Meetings Act on Monday, August 10, 2020 at 6:30 p.m.



**Shemeka Millner-Williams,  
Acting Superintendent of Schools**



**Marion F. Hamilton, MBA-MHA  
Board President**